

FINAL REPORT  
ON THE  
OPERATIONS FOR THE PREPARATION  
OF A  
RECORD OF RIGHTS

IN

PARGANA PORAHAT.

*Handwritten signature*  
DISTRICT SINGHBHUM.

1905-1907.

BY

T. S. MACPHERSON, M.A., I.C.S.,  
Settlement Officer.



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FINAL REPORT  
ON THE  
OPERATIONS FOR THE PREPARATION

OF A  
RECORD-OF-RIGHTS IN PARGANA PORAHAT, DISTRICT  
SINGHBHUM.

1905-07.

CHAPTER I.

NECESSITY FOR A RECORD-OF-RIGHTS IN PARGANA PORAHAT.\*

1. THE present record-of-rights is supplementary to the recent survey of the Porahat pargana by Mr. J. H. Taylor, as Superintendent of Survey under Act V (B.C.) of 1875, and the subsequent assessment of rents by him as Deputy Collector of Singhbhum with powers under sections 22, 25, 27 and 33, Act I (B.C.) of 1879. Though the assessment of rents which was undertaken on the petition of the zamindars was loosely designated a "settlement" and the name "Rent Settlement Officer" employed for convenience, Act I (B.C.) of 1879 under which the operations were conducted, does not provide for the preparation of a formal record-of-rights. It was, however, contemplated from the outset that the experience which he would certainly acquire in the course of the operations would enable Mr. Taylor to draw up a reasonably accurate account of the conditions of the local tenancies, which would constitute an informal record-of-rights and be accepted by all concerned as the basis of the pattas and kabuliyats provided for in the Chota Nagpur Tenancy Act.

2. Taking as a basis the record-of-rights prepared by Mr. Slacke as Settlement Officer of Chainpur in 1887, Mr. Taylor, after perusal of previous pattas of headmen, consultation with the zamindars, the local officers and the Director of Land Records, and consideration of the results of his own enquiries which, though neither formal nor detailed, naturally gave him a good general idea of existing rights and customs, drafted a record-of-rights in accordance with local custom as modified by recent legislation. After careful revision, the form of record-of-rights which is reproduced in Appendix E-X (b) together with a form of patta reproduced in Appendix E-X (a) to Mr. Taylor's Report, was approved by the Board of Revenue in their No. 9810A. of 30th November 1903. By the custom of this pargana the headman alone may deal directly with the zamindar, and his patta embodies many of the customary rights and duties of the tenants of the village, it being universally admitted that the patta of the headman is that of the other tenants, so far as it concerns the latter. In such estates of the pargana as are under management as encumbered estates, the Board of Revenue acting for the disqualified proprietors was competent to accept the proposed record-of-rights

\* Pargana Porahat includes the four villages in Chakardharpur Pir, which have been granted to the Thakur of Kharsuan under Bengal Order No. 6831 of 7th November 1859, and also the railway lands alienated under Bengal Order No. 608-P., dated 17th February 1886. They are not included in the 'Porahat Estate' as granted to Kumar Narpal Singh. As the Kharsuan villages have been dealt with, and for other reasons, the term 'Pargana Porahat' is employed throughout the report.

as accurate, and to issue pattas on that basis. On the other hand, so far as Khas Porahat and Anandpur were concerned, the statement of rights drawn up by Mr. Taylor and the proposed form of patta were admittedly merely of the nature of disinterested advice from the Board to the zamindars, founded on the best experience available as to the existing incidents of the tenancies of their estates, which are not by custom variable at the option of the zamindar after a periodical reassessment of rent. The zamindar of Khas Porahat demurred to the record-of-rights on the ground that it was detrimental to the "full proprietary rights" granted to him by Government, his predecessor in interest. He claimed exclusive right in all the trees that now exist, or hereafter may grow, or be grown, in his zamindari. He alleged that the headmen were his

And the zamindar of Khas Porahat demurred to it on important points.

collecting agents merely, and that the customary rate of remuneration was excessive. He objected that the patta left him no option to employ collecting agents on fixed salaries. In clauses suggested by himself he included payment of dasahara salami, and supply of labour at half rates. So serious was the divergence of view on points of supreme importance between all who were acquainted with the pargana and the zamindar who, having been brought up at Benares, is imbued with the zamindari principles current there, and claims that he has unquestionable right in view of the "full proprietary rights" mentioned in the deed-of-grant to disregard even admitted custom, that, it being obviously hopeless to expect agreement on the subject, the Board of Revenue eventually ordered an enquiry into the status and rights of the headmen and tenants and subsequently a complete enquiry into the jungle-rights of the people throughout the pargana.

3. It is clear, however, that an informal enquiry would in the circumstances of Porahat have been valueless. Khas Porahat had been in the hands of Government from 1858 to 1896, and during that period and for as long before as any record is available, practically all the villages were held by headmen, usually by the founder of the village or one of his direct descendants. In the other estates of the pargana, all of which are tenures of the Porahat Estate, the headman's tenure is admittedly hereditary and permanent *ad culpam*. In the Sadant Pirs of Khas Porahat, however, where the tenures are of precisely the same character, the zamindar, on the strength of the decision in suits No. 7 and No. 8 of 1903, where it had been found, on an interpretation of the pattas, that the defendant headmen had failed to prove any permanent right in their villages, claimed that he was in no way bound to continue any headman in his tenure after the expiry of the period

Dispute as to the character of the headman's tenure.

of the so-called lease. The decision had caused a sensation, as it was obvious that Government had acknowledged the headman's right to renewal in the neighbouring Kolhan, where the principles of management had been exactly the same as in Khas Porahat, and as it was contrary to the admitted rights in the dependant zamindaris, where pattas of headmen were more detailed. Before the release of the estate, the Commissioner had invited the attention of Government to the necessity of safeguarding the headmen from the interference of the new zamindar, and though Government had not expressly acknowledged the permanent rights of the headmen on the ground of lack of knowledge of the subject, a clause had been inserted in the Indenture conserving the "existing engagements with raiyats and undertenure holders" which obviously could not refer to engagements secured by documents. The patta given in Khas Porahat in 1880 had contained a clause which provided that the headmen could make no objection to the "dusra bandobast" which would be made by Government on the expiry of the period of his lease. The question at issue is, is the "dusra bandobast," as everywhere else in the pargana and in the Kolhan, the periodical re-assessment to which the existing headman is not entitled to demur, or does it imply a right on the part of the zamindar to lease a village, frequently the foundation of the existing headman, to anyone whom the rent-receiver may choose, or at his option to keep it khas? The figures obtainable regarding the action of Government for close on 40 years prove beyond a doubt that the tenure was regarded as a permanent one and hereditary *ad culpam* in the family of the existing headman.

Mr. Taylor's views. 4. Mr. Taylor's enquiries had led him to the following conclusion:—

"I do not understand the headman of a village to be a mere leaseholder from settlement to settlement with absolutely no rights to resettlement, and liable to dismissal at the option of the proprietor. At first the headmen were the original settlers of the village, and in very many cases the headmen of to-day are the direct descendants or relatives of the original headmen. These men went into the forests, some with or without clearing leases, reclaimed the jungle, settled tenants thereon, and have often sunk considerable sums in the opening out of the village and preparation of fields, tanks, bandhs and mango groves. It would be unfair in the extreme to suggest that such men, or their descendants and heirs, can be dismissed at the pleasure of the proprietor. At the same time these tenures are not absolutely *mawruzi*, as the holders may be dismissed for the breach of any of the terms of their pattas, as well as for non-payment of rent. None of the proprietors deny that, provided the headman fulfils his contract as recorded in his patta, he has the prior right to resettlement at the expiry of the current settlement, and this will be seen from the entries in the old pattas which provide that he shall raise no objection to a fresh survey and settlement at the expiry of the one for which he engages, *vide* clause 7 for Porahat and Bandgaon, 15 for Chainpur and 12 for Kera. If he was a pure thikadar with no interest beyond the term of his lease, this clause would be superfluous. Again in the pattas granted at the last settlement of Kera we have the following:—'If you carry out properly the above-mentioned conditions, then the next settlement will be made with you or your heir, provided he is fit (*Jadi wah laik hoga*).' This shows the prevailing custom and appears to me to clearly prove that the headman is more than a temporary leaseholder. From the above I think it is demonstrated that the headman has a claim to a certain extent to a semi-hereditary title provided he is fit for the post, this title with the above proviso being only liable to forfeit on account of a breach of any term contained in the patta."

5. It was, however, clear that there might be a distinction between headmen of the original village family and headmen who had otherwise acquired the village. A full local enquiry essential as to headmen. of each village was therefore essential. There was a general complaint, too, that in Khas Porahat receipts were withheld from headmen. The zamindar explained that he did not grant receipts to the headmen, as he had procured legal opinion to the effect that they were his "collecting agents called thikadars," and stated that he would only do so when they entered into engagements to pay certain stipulated amounts. On the other hand, he took heavy interest on arrears, such as is not taken from servants. It was obvious, therefore, that the headmen in this estate were to be coerced by refusal of pattas and receipts into submitting to terms at variance with the custom of the pargana as ascertained, or to be sued for khas possession, or intimidated by the threat of a suit into resignation, after which collection of rent would be made by servants of the zamindar, or, at best, by an outsider imposed as headman. Similarly, the rights of the remaining headmen in important matters were contested, *e.g.*, the power in the Sadant Pirs to settle waste lands and vacant lands, to grant permission to make tanks, to accept relinquishments and to appropriate the profits on new cultivation in the cases where it is assessable. Hitherto, no enhancement or reduction of the amount payable by the headman to the zamindar during the period of settlement had been possible.

6. In addition to the status and powers of the headman, there were difficulties on other points. The zamindar had levied trade taxes. cash and kind. The amount actually realised, at least as shown in income tax returns, was insignificant, but the attempts to realise gave rise to considerable friction. He insisted on the presentation of dasahara salami to himself by all headmen. He exacted a dasahara goat from the villages in the Sadant Pirs for a payment of eight annas, and gratuitously from villages in the Kolhan Pirs. The combined value (Rs. 2-4-0) of dasahara salami and dasahara goat if not rendered willingly was deducted from the headman's nala, and if that nala was not sufficient, he had to make good the deficit! Bethbegari was also taken, and labour was exacted at a pice a day. None of these payments had been renderable between 1858 and 1896, and few of them in any villages before 1858, and



it must be remembered that the estate had been released subject to and without prejudice to existing engagements with the raiyats. The zamindar had also made a partial of the Sadant Pira, and had amended in his own favour the assessment of lands made by the Rent Settlement Officer by raising the class of lands from 'gora' to 'don' and assessing them to rent accordingly, though the Deputy Commissioner had officially declined to interfere with the Deputy Collector's decision. He had further not only assessed new cultivation at full rates, but had himself appropriated the proceeds in contravention of custom.

And revised Mr. Taylor's classification of lands in his own favour.

7. But perhaps the most serious complication arose from his claims to all trees, including even trees planted by tenants in their own lands, and his action in issuing a parwana

to headmen directing them "not to damage any tree whatever in the reserved, protected, or village forests within the jurisdiction of your mauza. If you do so, you will be dealt with according to law."

And interference with the forests in contravention of the deed-of-grant. Under the seventh condition of the deed-of-grant, the zamindar has no right of interference with the

forests of the estate which were at that date under the Forest Department, as all the jungles and waste lands were. Besides, to interfere with his forest rights is to injure the aboriginal in his tenderest susceptibilities, and the mundas crowded to Chaibassa and Ranchi to urge that the Raja had no concern whatever with their jungles though he desired to dispossess them by sheer force.

8. Under Notification 3586For. dated the 17th July 1894, all waste land in Chota Nagpur to any share of the produce of which Government had a right was constituted "Protected Forest." The villages of Khas Porahat fall

The jungle and waste land of Khas Porahat is 'Protected Forest' under the Forest Department. within the definition. It was at the same time definitely stated that "the nature and extent of the rights of Government and of private persons in or over the forest produce or waste lands comprised in this notification have not yet been enquired into and recorded as provided in section 28 of the Act." The protected forest was therefore constituted "subject to all existing rights of individuals or communities in and over the forest produce or waste lands."

The Commissioner recommended that, as it was impolitic to make a protracted and expensive record-of-rights under the complicated procedure of the Forest Act, enquiries should be made at the ensuing settlement, and in face of the Government orders which followed, Notification 566For., dated the 28th January 1895, prescribing rules for the management of the Chota Nagpur Protected Forests, is not a record-of-rights with the meaning of section 28,

Forest Act. At the recent settlement, however, the waste lands were divided into three classes designated protected blocks, village forests, and other waste lands. It was proposed to make over

the last class comprising 111.23 square miles to the zamindar on condition that they should be managed according to the customs

prevalent in the estate, and that if, at any time, doubt should arise in regard to any particular

custom, the Deputy Commissioner of Singhbhum should have authority to give a final decision on the subject, and to deal with the matter in any way which he might consider suitable. The zamindar objected to any restrictions, and desired to know what the prevailing customary rights are, as he was

unaware of them. He claimed a right to all the trees and forest produce in the estate, and to cut and sell them no matter where they stand. It is obvious that such a claim conflicts with the general

custom among aborigines that the tenants of the estate are entitled, at the least, to take, free and without permit, jungle produce for their own use. The result, therefore, was a deadlock. As regards the 25 larger blocks, which constituted the first class, of course no question regarding them was pending,

But the enquiry as to rights of communities or individuals over the jungle produce had not been held.

Mr. Taylor's division of forests into three classes.

Proposal to release the remaining waste to zamindar.

Zamindar's refusal to accept it subject to the condition that he should manage it according to the custom of the estate.

and the only requisite was

Demarcation of protected forest blocks urgent.

Village forests to be merged in them or in the general waste.

where possible, with the protected blocks. As regards the question of dealing with the remaining village jungle and waste, it seemed strange that it should be more difficult for raiyats to obtain forest produce from the waste lands of their own village after such lands were released to

Decision as to undemarcated waste to await the result of the necessary enquiry as to rights in it.

those lands such as would be available only after a formal enquiry under section 28 of the Forest Act.

9. Closely connected with the right to jungle produce is the question

Dalkati

to be reared by tenants "on kusum and asan and other trees at such rates of payment as may be agreed upon by them and the zamindar." But lahkar had never previously been realised in Khas Porahat, and the cess

Tasarkar revived.

however, curiously accepting Mr. Taylor's *ex-parte* finding on this point only, has since realised lahkar on entirely novel principles. He treats it as a rent for trees taken whether lac is cultivated or not, and whether branches are

And lahkar introduced as a rent for trees.

ded enquiry, as the raiyats were not inclined to accept any new imposition.

10. Thus it was of the first importance that existing customs in Khas Porahat as to jungle and trees should be definitely ascertained and recorded. If the zamindar's actions took the same direction as his views, serious trouble was bound to ensue. With aboriginals jungle rights are ever of supreme importance, and in Porahat they are not disposed to accept curtailment of rights or fresh impositions. Birsaism due in Singhbhum chiefly to interference with jungle rights in Bandgaon and Khas Porahat, if not

Importance of the jungle question,

power to treat them as his exclusive property, or only to administer them in accordance with custom.

And of the customs regulating the position of zamindar, headman and raiyat *inter se*.

cases, bound up with that of the headman, and an inconsiderate change of headman spells at the least oppression even in sadant villages, besides being a grave injustice in aboriginal villages. The position of the headman was also left undefined when Government granted the estate to the present zamindar. As admittedly he acts according to customary rules in dealing with the other tenants, it is important that whether their tenures are, or are not, permanent, those customs should be clearly recorded. Thus in Khas Porahat the vagueness of the position, the excitable nature of the people, and the novel and far-reaching claims of the zamindar left no room for hesitation as to the necessity for a record-of-rights framed with all formality after full local enquiry.

11. Of the other estates, Kera is in a chronic state of unrest. This is due

Chronic friction in Kera,

Encumbered Estates Department, on jungleless villages only, though the people insist that this cess is already consolidated with their rent and (b) to reimpose exactions already consolidated with the cash rental. When the estate came under management in 1897, the income from jungles was Rs. 750 ; when he was

demarcation, but demarcation was urgent. The cost of demarcating and maintaining the second class, the smaller blocks of village forests, would it was found, be prohibitive, and, accordingly it was suggested that they should either be merged in the general waste, or be amalgamated where possible, with the protected blocks. As regards the question of dealing with the remaining village jungle and waste, it seemed strange that it should be more difficult for raiyats to obtain forest produce from the waste lands of their own village after such lands were released to the zamindar than when they were protected forest, and it was recognised that it was idle to discuss the matter before there was a clear enunciation of the respective rights of tenants and rent-receiver in those lands such as would be available only after a formal enquiry under section 28 of the Forest Act.

9. Closely connected with the right to jungle produce is the question of payment for dalkati (lahkar and tasarkar). In the proposed record-of-rights, lac and tasar were

to be reared by tenants "on kusum and asan and other trees at such rates of payment as may be agreed upon by them and the zamindar." But lahkar had never previously been realised in Khas Porahat, and the cess known as dalkati had been abolished by Government in that estate in 1858. The zamindar, however, curiously accepting Mr. Taylor's *ex-parte* finding on this point only, has since realised lahkar on entirely novel principles. He treats it as a rent for trees taken whether lac is cultivated or not, and whether branches are cut or not, and he assessed trees such as pipal, tair and dumar which are assessable nowhere in the

pargana. The question of dalkati urgently demanded enquiry, as the raiyats were not inclined to accept any new imposition.

10. Thus it was of the first importance that existing customs in Khas Porahat as to jungle and trees should be definitely ascertained and recorded. If the zamindar's actions took the same direction as his views, serious trouble was bound to ensue. With aboriginals jungle rights are ever of supreme importance, and in Porahat they are not disposed to accept curtailment of rights or fresh impositions. Birsaism due in Singhbhum chiefly to interference with jungle rights in Bandgaon and Khas Porahat, if not

vigorous, is by no means suppressed. If the waste lands should ever be released, it is imperative that it should be known whether the zamindar has the power to treat them as his exclusive property, or only to administer them in accordance with custom. As to other miscellaneous exactions, they are a constant source of friction. Bethbegari even where due is exceedingly irritating, and generally oppressive. The interests of the tenants are, in many

cases, bound up with that of the headman, and an inconsiderate change of headman spells at the least oppression even in sadant villages, besides being a grave injustice in aboriginal villages. The position of the headman was also left undefined when Government granted the estate to the present zamindar. As admittedly he acts according to customary rules in dealing with the other tenants, it is important that whether their tenures are, or are not, permanent, those customs should be clearly recorded. Thus in Khas Porahat the vagueness of the position, the excitable nature of the people, and the novel and far-reaching claims of the zamindar left no room for hesitation as to the necessity for a record-of-rights framed with all formality after full local enquiry.

11. Of the other estates, Kera is in a chronic state of unrest. This is due

(a) to the attempt to impose a jungle cess, at first on all villages, and then by a recent order of the Encumbered Estates Department, on jungleless villages only, though the people insist that this cess is already consolidated with their rent and (b) to reimpose exactions already consolidated with the cash rental. When the estate came under management in 1897, the income from jungles was Rs. 750 ; when he was

ordered to give up the jungles in 1902 the zamindar showed a demand of Rs. 4,797, of which Rs. 3,420 was in respect of jungle-cess ! Similarly there has been ceaseless friction over the imposition of lahkar, the collection of trade taxes and of a cess on mahua, and over the question of bethbegari, not onlyhalbethi but even gharbethi being claimed. Mr. Taylor reported that such miscellaneous dues were claimed by the zamindar and repudiated by the tenants. He remarked, in passing, that some of them seemed illegal. In Bandgaon, the jungle question is as deep a source of ill-feeling as in Khas Porahat between zamindar and

And in Bandgaon. tenants who were well known to be sullenly resentful at the action of the Encumbered Estates Department in permitting the collection of lahkar and a novel cess on fruit trees. Claims to cesses were also made in Bandgaon. In both estates the jungle rights depend solely on custom as the jungles have never been properly protected or reserved. In Anandpur the recent assessment of rent by Mr. Taylor was the first definite and universal assessment. The relations between zamindar and the majority of the raiyats are on the whole not unpleasant, but this is probably only a question of personality, and the steps taken to reserve a portion of the jungle have caused considerable dissatisfaction. The change to a cash rent which includes all predial services and bethbegari, has also confused the prevalent ideas on many points, and rendered a record-of-rights essential.

12. Obviously, therefore, the relations of zamindars and tenants were such as to render of little value an informal enquiry, which could be repudiated by either party, and the points in dispute such as were likely to give rise to serious friction and unrest which, in the interest of all parties, it is desirable to avert. The Deputy Commissioner, therefore, on 17th May 1905, proposed as the only real solution that thorough enquiry be made locally and in detail for each village by a special officer and in such a manner as to be binding on parties irrespective of their willingness, the special points of enquiry to be the status and rights of the headmen, the jungle question and the liability to abwabs. The proposal was accepted by Government, and it was resolved that the record-of-rights should be prepared under section 101(1) of the Bengal Tenancy Act, (VIII of 1885), as extended to the Chota Nagpur Division, excepting Manbhum, by Notification No. 721L.R., dated 9th February 1903, and should apply to all parts of the Porahat Pargana within British India. In Notification No. 3282L.R., of 30th November 1905, this was directed to be done, the four Kharsauan villages being included and the particulars to be recorded are specified (*vide* Appendix II A). By Notification No. 3283L.R. of the same date, Mr. A. N. Moberly, i.c.s., Joint Magistrate and Deputy Collector, was authorised to discharge the functions of a Revenue Officer under the provisions of section 3(17), Act VIII of 1885, as extended to Chota Nagpur, for the preparation of the record-of rights, and was also vested with the powers of a Settlement Officer (*vide* Appendix III A). I discussed matters with Mr. Moberly on 1st August 1906 when he went on long leave, and succeeded him as Revenue Officer on 3rd November following.

13. The particulars specified in accordance with section 102, Act VIII, of 1885, cover the customary rights, powers and duties of the zamindar and tenure-holder, the status, powers, and duties of the headman according to custom, the customary rights and duties of tenants, the nature and extent of rights of Government and of private persons in and over the forest produce or waste land as referred to in Notification No. 3586For., dated 17th July 1894, and as provided by section 28 of the Forest Act, and any other custom or matter regulating the powers, rights and duties of the zamindars, headmen and tenants in general. (See Appendix II A). Under section 159, Act I (B.C.) of 1879, Mundari khuntkattidari tenancies must be so described in a record-of-rights. In the Notification No. 255L.R., of 30th April 1907, reproduced in Appendix II B, "the rights of tenants to hold lands

The record to be authoritative.

Under section 101 (1), Act VIII of 1885.

Mr. Moberly appointed Revenue Officer.

Operations completed by me as his successor.

Points to be enquired into—  
(a) under the notification,

(b) under section 159, Act I (B.C.) of 1879.

( 7 )

on special conditions as khuntkattidars" is added to the list of rights to be recorded under the original notification.

14. As it was desirable that all questions outstanding in Porahat should be settled at once, so that the people who feel strongly about their rights, should not be disturbed by successive enquiries which might appear to be instituted with the object of curtailing their rights, it was decided that the Special Officer should also demarcate the 25 large blocks of protected forest. This was accordingly done by Mr. Moberly, whose report of the demarcation of 37.26 square miles is annexed (Appendix VII). A further demarcation of ten fairly compact blocks containing 507 square miles in Pir Porahat and Pir Goikera was carried out subsequently under orders of the Commissioner of the Division by Mr. Probal, Deputy Collector of Singhbhum, in anticipation of the sanction of Government. A report by me on the matter is annexed (Appendix VIII).

## CHAPTER II.

### HISTORY OF THE OPERATIONS.

15. At the outset it appeared desirable to draw up the record-of-rights in three parts. The first part was in the shape of a village note, which was written in the form of question and answer, in which manner the results of the enquiry would, it was thought, be most conveniently recorded. The other two parts were in the forms of khatians showing respectively rights to jungle

products and trees. It was not considered necessary to record rights of zamindar or tenure holder, headman and raiyat separately, as the result would be needless repetition. After some initial experience of attestation, and the opportunity for local enquiry which the demarcation of the protected forest blocks afforded, the Special Officer came to regard the form of record originally sanctioned as cumbersome and of inconvenient shape. A new form was therefore drawn up, in which all three parts were united, the order of the questions was shaped into a more logical sequence, and alterations were made in the light of experience, so that no custom which is opposed to law might find entry in the record. The record still remained in the form of question and answer. The new form which will be found in Appendix I received the approval of the Board of Revenue on 17th April 1906. It consists of 110 questions.

It falls into the following sections:—

	Questions.
I The Manki ... ..	1—14
II The Headman ... ..	15—34
III Khuntkattidars ... ..	34—37
IV Tenants ... ..	38—68
VA Sairat ... ..	69
B Bankar and Phalkar ... ..	70—99
Trees and Jungle ... ..	70—80
Jahira ... ..	81
Lao ... ..	82—89
Tasar ... ..	90—97
Grazing ... ..	98—99
O Minerals ... ..	100—107
VI Miscellaneous Incidents ... ..	108
Bethbegari ... ..	109
General Remarks ... ..	110

A separate record has been prepared and published for each village under rule 20A, Chapter VI, of the Government Rules under Act VIII (B.C.) of 1885. The questions are printed in Nagri character, and the answers are written in Kaithi. The translation of 'successor' by 'waris' in question 6 and of 'tenants' by 'kastkar' in question 36 leaves something to be desired.

16. The procedure adopted was to begin by attestation, which consist in filling in the answers to the questions after enquiries from the zamindar or his agent, the headman and raiyats. The draft record was then published, and after the disposal of objections under section 103A, was duly framed and finally published in the village. Mr. Moberly, who had begun the work on 25th November 1905, went on leave on 1st August 1906 in indifferent health, after the draft record had been published, and I joined on 3rd November 1906 to deal with objections under section 103A, finally publish the record, superintend the copying and deposit in the record-room of the record-of-rights and other papers, and finally to write the various reports. This work took five busy months, and would have taken much longer had I not been acquainted with the Mundari language which the Hos also understand perfectly, and possessed previous knowledge of local customs. Two Assistant Settlement Officers

Officers employed. were employed for three months, Babu Rajani Kanta Sen on attestation and Babu Jyoti Prosad Das on office work.\* Throughout the operations, the Settlement Officer was deeply indebted to Mr.

\* To them and especially to Munshi Abdul Hakim, Head Clerk, and to Babu Laurentius Barla, mubarrir, a Mundari, who both worked very well in difficult circumstances, the thanks of the Settlement Officer are due.—T. S. M.

Gait, the Commissioner of the Division, whose interest in the work was unflinching and whose counsel and guidance, frequently sought, and promptly and ungrudgingly given, on the numerous questions of principle which arose from the beginning of the operations to the writing of the report were absolutely invaluable. As to my own share in the work, though my predecessor had expended much labour on the operations, I found myself necessarily at a serious disadvantage in assuming charge of the work at so late a stage. As Mr. Moberly warned me that I must accept none of his findings, especially when contested, without verification, much old ground had to be covered afresh. In the event, the great majority of Mr. Moberly's findings were, after full local enquiry, maintained by me, so that the views embodied in this report are, with few exceptions, the concurrent findings of both officers. The hardest part of my labours, however, has certainly been the report, in which I have endeavoured to carry out my instructions to deal fully with all the numerous questions at issue. Much of it has been written while I was on duty in other districts. The report has been written in the present form, which involves some repetition at times at the suggestion of the Commissioner, who approved the arrangement of subjects. My acknowledgments are also due to Mr. J. H. Kerr, Director of Land Records, from discussion with whom I obtained many useful suggestions.

17. It was originally hoped that the enquiry, excluding the demarcation, would be completed in five or six months. This estimate, however, made no provision for the numerous duties subsequent to draft publication, including the final report and disposal of objections under section 103A, which, unless unexpectedly numerous, it was understood would be disposed of by the Deputy

Commissioner of Singhbhum. As a matter of fact, however, the objections under section 103A numbered 1,559; and as these included "general objections" to an entry of a general custom in the records of all villages of an estate or tenure (these general objections were admitted by the Revenue authorities to save the cost of court-fee stamps which in Khas Porahat alone would otherwise have reached Rs. 10,000),

it follows that in some estates practically every entry in every village was contested. It was not surprising therefore that the operations took thirteen months. In Khas Porahat, the attitude of the zamindar and his subordinates was, that custom had indeed been pretty accurately recorded, but that the zamindar desired to change it all, for his own benefit, and that, in virtue of the "full proprietary rights" conferred on him by Government, he was entitled to do so. Much difficulty was experienced in procuring the attendance of a representative of this zamindar, his subordinates preferring when not engaged in the defence of

relatives convicted of hammering tenants, the disreputable but easier course of endeavouring to secure decrees in the Munsiff's court as to the status of a reclaiming Ho Munda, against whom there was a private grudge, deliberately concealing the

matter from the Settlement Officer and regardless alike of section 111, Act VIII of 1885, and of an undertaking to Mr. Moberly that no attempt should be made to eject a headman until a test suit defended by Government had been decided. In the

other estates, few entries of general customs were vigorously contested by the tenure-holders, except jungle cess and the right to rent on trees and to bethbegari in Kera, and the right in Bandgaon, not to payment on trees, the claim to which was given up, but to give a *consent* before certain species can be cut, while the zamindar of Anandpur claimed that he alone now possesses rights in the khas jungle set apart by Mr. Taylor.

18. On the side of the tenants, apart from claims to Mundari khuntkatti in the Kolhan Pirs of Khas Porahat and in Bandgaon, there were hardly any objections in these two estates, except from headmen in the Sadant Pirs who have been recently ejected by the zamindar of Khas

Porahat. But in Kera many points were hotly contested, especially the liability to bethbegari and mahuakar, the objections to which were sustained, and the entry of lahkar which was retained. The feeling against the zamindar of Kera in connection with the

imposition of a tax on jungle and his other claims is exceedingly bitter, as all such payments, except dalkati, were undoubtedly consolidated with the cash rent in 1880. In Anandpur there were also objections to dalkati, which were disallowed, and claims to khuntkatti, korkar and more favourable entries regarding ejection of headmen, which, though probably the result of the machinations of a few diku headmen, also indicate

Anandpur.

that the position in Anandpur is peculiar, and a combination of the ideas of Ranchi with those of this pargana. By the zamindars every entry as to Mundari khuntkattidars was contested, though with little intelligence, and there was, except in Chainpur, an objection in each

Nature of the zamindars' objections.

village by them as to the status of the headman, though, as a matter of fact, except in Khas Porahat, the objections were half-hearted and, moreover, probably not spontaneous, being engineered by the zamindar of Khas Porahat. The entries as to the status of the headman were ultimately admitted in all the other estates to be correct. The result was that the disposal of disputes under section 103A, instead of being easy, as was expected, entailed a complete reconsideration of the whole record of each village. Certain entries were also corrected or elucidated with the consent of the zamindar concerned after due notice had been given, and some entries as to headmen in Chakradharpur Pir were re-draft-published. The Director of Land Records had recognised at the outset that, the work being absolutely novel, it was impossible to frame a precise forecast, and that it was not improbable that the work would take much longer than was anticipated. Indeed, with a record-of-rights in the form of question and answer, objections must always be numerous, and every entry of importance will be contested by either raiyat or zamindar, unless the raiyat is, as in parts of Porahat, too ignorant, too poor, or too easily intimidated to stand up for any right which he

Settlement and demarcation occupied 13 months.

does not consider of vital importance. Of the thirteen months occupied by the settlement operations, two and-a-half months were spent by Mr. Moberly on demarcation of protected forest blocks. The operations were brought to a close by me on 2nd April 1907 after exactly five months' work.

19. The principle on which the questions have been drawn up is, that no custom which is opposed to law may find entry in the record. Rights may exist in two ways: (1) by express provision of law, and (2) by custom, that is, by uninterrupted enjoyment from time immemorial, or a long period of years. As regards the latter, it must be remembered that the English ideas of property in land are quite foreign to the aboriginal inhabitants of Chota Nagpur. It can

(a) Rights given by positive enactment

never be assumed that a zamindar possesses all rights which he has not expressly conferred on his tenants, or which are not conferred on them, or declared to be theirs by express provisions of law, merely because they pay him rent. In fact the opposite is more nearly true, and frequently the sole right of the zamindar is to receive the rent, while all other rights vest in the tenants (or those among them who have special rights), unless in rare instances any rights have been, expressly, or by implication, reserved to the zamindar. Whichever therefore the provisions of the local rent law determine the relations of parties, as, for instance, in regard to the right of a raiyat to sell his holding, the method by which he may be ejected, and his right to a patta and a receipt, the entry in the record-of-rights simply describes the present legal position without reference to any local custom to the contrary. For instance, no pattas are anywhere given to raiyats, but such a custom being contrary to section 8, Act I (B.C.) of 1879, the record-of-rights shows that a raiyat is entitled to a patta. Similarly, receipts are ordinarily not given, but section 12, Act I (B.C.) of 1879, enjoins the granting of receipts to all tenants who make a payment of rent. On the other hand, the majority of the rights are not touched by any law at all. It was only after it was incorporated in Chota Nagpur and Singhbhum in 1893 and became a scheduled district, that Porahat became subject to Act I (B.C.) of 1879. Even in respect of the area for which it was intended, that Act is an imperfect piece of legislation. Headmen (pradhans or mundas) it does not men-

tion at all. They came under it only as tenure-holders, a term from which abundant false analogies may be drawn, and which only partially covers the characteristics of the tenancy. Thus the rights of headmen, like the method by which a panchayat of the villagers in some cases decides who is to receive settle-

(b) Customary rights.

ment of waste or vacant lands, or whether an outsider is to be permitted to settle in the village, the rules for the distribution of trees for lac or tasar cultivation, the rights to take forest produce from and graze cattle in any waste land in the village, and many other rights are determined mainly by the custom of the estate or *pir*. In cases where the existence or extent of a custom is in dispute, full proof of custom has been taken, and a decision arrived at on a consideration of all the evidence. Again, the Act, though it mentions "khuntkatti" gives no definition of it, while the term itself has two different significations in the *pargana*. In other matters, again, the positive law does not meet the whole case; for instance, section 6, Act I (B.C.) of

Complex cases.

1879, declares that a raiyat who has held land for twelve years has an occupancy right in that land. The local custom whereby raiyats who have not held for twelve years, also admittedly have a right of occupancy, whether the land be or be not self-reclaimed, is clearly not inconsistent with the provision of law which does not say that no other class of raiyats has or can have a right of occupancy. The contrary view, adopted at the outset of the Ranchi Settlement in the analogy of Bihar, is now generally discredited in Chota Nagpur, and it certainly appears particularly inappropriate to Porahat, where, before Act I (B.C.) of 1879 applied, the actual cultivator always had a right of occupancy.

20. As regards proof of cesses and *abwabs*, the first point is that where such have been abolished, or commuted and consolidated with the rental, they are rejected, even if an endeavour has been made to re-introduce them, as in Kera, and as in Khas Porahat

*Abwabs*.

in the last few years. Where cesses and trade taxes were admitted, they have been recorded, but where they were denied the landlord was put to proof that they had been levied for at least fifteen or twenty years. Where the custom appeared to be established for the estate as a whole, it was open to raiyats of a village to show that it was not applicable to that village, and, similarly, where there was no estate custom, the landlord could prove it for a particular village. The mere fact that a cess or tax unauthorized by law had been recently imposed and paid by a few individuals is not sufficient to establish that it is legally payable. The onus of proving that there has recently been an effective interruption of a village custom rests on the person who alleges such interruption. But in a comparatively new industry like lac, where in many villages nothing has ever been paid, conclusions were arrived at on a consideration of the local circumstances. Thus in Khas Porahat and Bandgaon, *dalkati* had been expressly abolished by the present zamindar's predecessor in interest, while in Anandpur and Kera it had been retained. The conclusion is that *dalkati* for lac, a new jungle product reared for sale, is analogous to *dalkati* for tasar, an expressly reserved, or expressly abolished, payment to the estate, and is similarly legally payable or not payable. Bandgaon and Kera have for some time been under management of the Deputy Commissioner as encumbered estates, and executive orders have, at various times, been passed,

Effect of an executive order.

without due consideration of the interests of any person but the disqualified proprietor of the encumbered estate. Many of them, never acquiesced in and constantly disputed, have only been submitted to under *force majeure*, where they were ever submitted to at all. In Kera, for instance, only a small fraction of the so-called demand for jungle cess (§ 11) was ever collected, in spite of the prestige of the Manager of the encumbered estate and his active interference, and all payments made have been made under protest. I have held, therefore, that an executive order cannot affect the customary rights of the people, unless it is supplemented by the undisputed enforcement of it for a long period of years.

21. As the object held in view throughout has been to incorporate in the record-of-rights where that is legitimate all information which will be useful

Nature of entries,

in the future; it follows that, in entries in the records of villages on any matter regarding which custom



either does not exist, because the incidents, out of which it arises, have not yet come into being, or where the custom is temporarily in abeyance, the general custom of the estate, where it is reasonable, applicable and clearly established, is detailed as such. Thus, where in Kera and in Anandpur lac and tasar have not been cultivated, a note is made in the record of the village that lac or tasar is not grown, and the general custom of the estate in regard to dalkati for lac and tasar respectively is given. Similarly, in villages where outsiders do not now cultivate lac, it is noted that trees can only be utilised by the latter, when the requirements of residents of the village are completely satisfied. In villages in the Sadant Pirs of Porahat, and the minor Kera under-tenures where there are at present no headmen, the entries in regard to the headman are left blank, "<sup>zamindar</sup> khorposhdar jab se khas hai" is substituted for "headman" in the body of the record, and in the column for general remarks, it is noted that the village is at present without a headman, that this is contrary to custom, and that the next headman's rights and duties, and those of the zamindar can be ascertained from the records of other villages of the pir or estate. The previous headman's name is noted, but, however unjustifiable the ejection may have been, as he is not at present in possession, he has not been recorded as *de facto* headman. In Anandpur, the general custom is that there should be a headman, but a number of villages may be, and are held by the zamindar. In such cases, it is admittedly the custom that if any new headman is appointed, his rights and privileges shall be the same as those recorded in other villages of the estate. A note has been made to this effect. In the nineteen villages in that estate where the clearing leases have not expired (§ 297), the custom of the estate which regulates the relations of the zamindar, the holder of the lease, and the other cultivators on points not provided for in the lease, and which will regulate all such relations after the expiry of the term of the lease, is shown in the record of the village. In Bandgaon, the supervision exercised over the cutting of trees by Babu Jagmohan Singh has been recorded, but it is noted that this is an innovation dating from the time when the forest was protected under the "informal management" of the Deputy Commissioner, so that it is without prejudice to the existing rights of communities and individuals, and Babu Jagmohan Singh does not supervise as tenure-holder but under the orders of the Deputy Commissioner. As regards the khas jungle in Anandpur, a note is made that it has not been 'reserved' under any law, that previous to demarcation the villagers exercised equal rights in all the jungle of the village, but that a partition on certain terms, which are detailed, was arranged between zamindar and tenants by Mr. Taylor. In khorposh or chak-ran villages in all estates, a note is made with regard to the jungle and other disputed matters, that an enquiry into the respective rights of the rent-receiver and the zamindar *inter se*, was beyond the scope of these operations. Where there is no cultivable waste, the fact has been noted. In many such cases, the community has arranged to keep the available waste for pasture. Special customs are recorded, as, for instance, that by village custom, a mortgage or sublet (the only local "thika,") is either not permissible at all, or only on special circumstances in favour of a villager, or of a person of a particular race, or of a native of these parts, that no one may cut a green tree in arable land because the village is jungleless, that residents of a certain village have a right to take jungle produce free from certain neighbouring villages, that tenants are entitled to sell certain produce such as minor jungle produce or bamboos, or that, in practice, no sale takes place. As regards tanks, most of the existing tanks have been made even in cultivated land without permission of the zamindar. In some parts the tenants admit that if rent-paying don is submerged, the zamindar's permission should be taken. In the Kolhan Pirs, it is everywhere denied that the zamindar's permission is necessary. Where, however, no tank has been excavated, the fact is noted, but a note of the custom of the pir is also made.

(a) Where an incident, e.g., lac, has not come into being.

(b) Where a custom is temporarily interrupted.

(c) Or where there is a special disturbing cause.

(d) Jungle etc., in khorposh and chakran villages.

(e) Where special customs or conditions are found.

22. The total cost of the operations amounted to Rs. 31,344-6-2, exclusive of the expense of printing this report, but inclusive of a proportion of Mr. Moberly's leave allowances. Of that sum, Rs. 4,738-2-2 has been debited to cost of demarcation of protected forest blocks in Khas Porahat, a sum proportionate to the time spent on the demarcation (less contribution for leave pay). Under Government Order No. 3639 of 26th December, 1906, the remainder, Rs. 26,606-4-0, is payable by the zamindars and tenure-holders of the 678 villages dealt with, in proportion to the number of villages held by each. The cost for each village is thus Rs. 39-3-10. The zamindar of Porahat is liable for one-third of the cost in respect of Bandgaon, of which he receives one-third of the net rent, after the shares of Mankis and mundas have been deducted. To the fact that the special officer officiated in the second grade of Magistrates and Collectors, and subsequently went on leave instead of bringing the operations to a close as Deputy Commissioner of Singhbhum, may be attributed the unexpectedly high cost. My proposal to assess the cost in proportion to the rental, to obviate hardship on the backward estates, was negatived by the Deputy Commissioner. The sum mentioned does not include any expenditure which may be incurred in respect of the pay and allowances of the Deputy Commissioner who has been appointed Revenue Officer to decide the eight suits under section 160, Act I (B.C. of 1879).

23. The finally published records were duly made over to the Deputy Commissioner of Singhbhum, for deposit in the district record-room, the same arrangement by pirs and estates as had been adopted by Mr. Taylor being sanctioned by the Board of Revenue. Two certified copies of the record, one for the zamindar or tenure-holder of the village, the other for the headman, were prepared, with a third copy in some other instances where it was considered necessary, *e.g.*, in the case of the 13 villages where the Mankis reside. The copies were made over to the Deputy Commissioner, who has since had them distributed by a Deputy Collector at local centres. In the villages where there is no headman the second copy was made over to an influential tenant of the village according to a list prepared by me, as it was important that there should be a copy in the village so that the villagers may not be ignorant of the findings. Some of the names in the list were those of ejected headmen, some are pahans or leading aboriginals, but the choice, though carefully made, is not otherwise significant. I have suggested arrangements to ensure that tenants may secure copies of the record-of-rights at a moderate cost. As some diku headmen may be expected to collude with the zamindar against the tenants, or to set up as landlords on their own account, such arrangements are essential, if the record-of-rights is to be of practical value. Whether the record-of-rights will in fact be a safeguard to the tenants is doubtful, if the control of the ejectment of headmen and of appointment of new headmen after an ejectment is not placed in the hands of the Deputy Commissioner.

## CHAPTER III.

### LOCAL PECULIARITIES.

24. To comprehend rights and customs in Chota Nagpur, and particularly in Pargana Porahat, the most important requisite is to discard completely all ideas of land tenure acquired in other parts of Bengal. Officers who have experience of the Division readily admit that they recollect with dismay the conceptions of land tenure with which they entered on work in Chota Nagpur. The relation of landlord and tenant in extensive tracts of Chota Nagpur is radically different from the same relation in Bengal and Bihar, the unit of Chota Nagpur being frequently not an individual tenant, but a community, and the landlord being not owner of the soil, but merely receiver of a charge called "rent," and having no direct relation with the cultivators. Needless to say, the application of the ideas of Bengal with the legal procedure founded on them is generally disastrous in Chota Nagpur. Where, in Bengal, it might not be unsafe to assume that the landlord possesses all rights which he has not conferred, expressly or by implication, on the tenant, in Chota Nagpur it would be, it is submitted, absolutely erroneous to do so. In fact, in Pargana Porahat the conditions are such that it is justifiable to place the burden of proof on the zamindar to show that he possesses any rights in a village other than the right to receive the rent. Nowhere has false analogy been so potent a source of mischief as in the application to the tenancies in a little-known and backward area of the familiar terms of another area to which they appear to bear some degree of resemblance. It may be taken for granted that the conditions thus identified, though on a surface view alike, are really very different, especially if the inhabitants of the areas concerned differ in race, customs and civilisation. The result is, that wherever in Chota Nagpur alien terms of Bihar and Bengal have been introduced, the familiar incidents associated with them in their old homes have readily been misapplied to the local tenures, though these, as might be expected with conditions so divergent, are radically different. Particular caution must be exercised in distinguishing the correct from the false analogy. Familiar examples of the latter are the misapplication of the term 'rent' to the contribution towards the rent which the munda collects from his bhayyads in intact Mundari khuntkatti villages, because the Mundari language contains no word for rent, and the use of the words 'thikadar' and 'thika' in Porahat to denote the village headman and his tenure, on which it has once at least, been held that the patta showing the assessment of rent is 'miadi,' or temporary, though the Commissioner of Chota Nagpur, as representing the previous landlord, had admitted that there was no 'thikadar' in Porahat, and though 'thika' is used locally only for *subletting* a holding.

25. LOCAL TERMS require careful explanation. PARGANA PORAHAT comprises all villages within the old Singhbhum Raj, which are situated outside the Government Kolhan, and the Political States of Seraikela and Kharsawan, and in which the zamindar of Porahat is either rent-receiver, or has a reversionary interest whereby he may, according to Chota Nagpur custom, resume tenures, when heirs of the grantee in the male line fail. In old papers, however, the term 'pargana' is occasionally applied to the subordinate estates, and to the two Sadant Pirs of Porahat (Chakardharpur and Porahat). 'Pir' is probably the Mundari and Ho 'piri,' meaning 'upland,' and like the analogous or equivalent term 'parha' in Mundari and Oraon parts of Ranchi, was originally applied to a group of villages, usually seven to twelve (and sometimes also called 'pati'), which, in the national 'Horo' organisation, was the jurisdiction of a single leader called 'Manki' who probably was a lineal descendant of the leading settler in the chief village in the group. These subdivisions now often contain many more than twelve villages, and Durka Pir in Porahat is subdivided and under three Mankis, while

Bandgaon, where there are three Mankis, though nominally one pir, really consists of three. By analogy, the low land part of the Porahat Raj was subdivided into the two pirs of Chakardharpur and Porahat. These are called 'Sadant' or 'Aryan' pirs to distinguish them from the 'Kol' or 'Aboriginal' pirs. As a matter of fact, while the 'Kol' or 'Kolhan' Pirs contain

Sadant and Kol.

over 90 per cent. of aboriginals, the so-called Sadant Pirs, omitting Chakardharpur town, also contain a slight majority of aboriginals, practically all Hos. Kera contains five 'pirs,' of which four are 'Kol' pirs. Chainpur, though really lowland, is called a 'pir,' and the inhabitants still speak of the 'twelve villages.' Anandpur has four pirs, of which two are 'Kol' pirs. It is not, however, by the nationality of the inhabitants that the terms 'Sadant' and 'Kolhan' have been applied to pirs in recent times, but in accordance with the rate of rent.

Fiscal use of the terms.

Wherever the rates prevailing in the two-Sadant Pirs of Khas Porahat have been imposed, the pirs have since 1860 been called 'sadant,' so that Kera with 70 per cent. of aboriginals, Bandgaon with nearly 90 per cent., and also the pirs of Anandpur (even Hututua) and Chainpur are in this sense 'sadant' pirs.

26. The name by which aboriginals know non-aboriginals is 'diku,' meaning 'foreigner' (cp. A.S. wealth). The latter reply by terming aboriginals 'Kols.' There can be little doubt that this is the Mundari word 'kora' signifying 'man,' but the term derives its abusive character from its similarity to the Sanskrit word for 'pig.' 'Kol' is never used by an aboriginal to describe himself (a Ho

'Kol.'

or Mundari is always 'Ho' or 'Horo,' (=man) just as the Sonthal is Hor), but the word in the mouth of a non-aboriginal or semi-aboriginal means merely 'aboriginal' and implies much the same degree of depreciation. In Ranchi, it is most frequently used of Oraons who are Dravidians and not Kolarians. In Singhbhum, it includes both the Larika Hos of the Government Kolhan, Kera and the Sadant Pirs of Khas Porahat, and the Buru Hos (billmen) of the Kolhan Pirs of Porahat, Anandpur and Bandgaon, who, like their brethren in Ranchi, are now known by the missionary and court name of Mundari. In Singhbhum, however, 'Kol' does not include the Tamaris or Bhumij, who, though more Hinduised, is as much a Mundari as the Horo-hon of the Konkpat.

27. A 'pardeshi diku' is a non-aboriginal who is not a native of Porahat or the adjacent parganas. The term 'mān' 'Pardeshi diku,' 'mān,' 'thikadar.' or 'minhai,' which denotes the portion of land held rent-free by headmen (practically always ancestral reclamation, not service land), and 'thikadar' which was applied by Captain Birch to persons to whom deserted villages were leased in 1858, and which was, by false analogy, and for want of a generic term, extended to persons whose tenures were ancestral and perpetual, will be further explained in dealing with headmen. In Ho and Mundari villages, the headman is called Munda, in Goala and Kumhar villages Pradhan, in Kurmi villages

Various names of 'headmen.'

Mahto, while Bhuia and Birwals, Sonthals, Bhumij and Rautias (with others on the Ranchi border) are called respectively Naek, Manjhi, Sirdar and Gonjhu. The difference of name does not itself connote any distinction in the nature of the tenure. Where internal distinctions exist, they are due to tribal customs, for, with the rarest exceptions in Anandpur in the case of Rautias and the villages which on abandonment by the Mutiny combatants Captain Birch resettled, all villages, by whatever caste created, have been reclaimed from jungle with khuntkatti motives, that is, for cultivation by the members of the reclamer's family, and not that the reclamer may be landlord and collect rents.

28. Upland, which is called 'danr' or 'tanr' in Ranchi, is in this pargana

Names and classes of land.

known as 'gora,' and except in nine villages in the Kolhan Pirs where there was nothing but gora in 1860, was never assessed previous to the recent Rent Settlement, as by the custom of the Division it is always complementary to the embanked rice-land, which is known as 'don' as in Ranchi and sometimes as 'khet' or 'jamin', and classified according to its character and quality into 'bera,' (or 'garha'), 'nāli' or ('adgharha') and 'badi.' Bera, or lands of the first quality, are embanked

lands, which, being the bed of the stream, are copiously irrigated, and contain water practically all the year round. 'Nali' are lands on the slopes of the water courses, which receive a certain amount of irrigation and are intermediate in yield between bera and badi. 'Badi' is practically embanked upland growing a precarious crop dependant on the rainfall. Only in Chainpur and Anandpur was the triple classification employed at the late Rent Settlement. In the Kolhan Pirs and Anandpur, 'gora' was distinguished from 'hill gora'. It should be remembered that in Porahat, but not in Ranchi, gora is usually an intermediate stage between jungle and don. The jungle is first cut, and the lower parts of the gora thus cleared are converted into don at the cultivator's convenience. A 'bāndh' or embankment of earth, occasionally faced with stone, is erected across the bed of a stream. A certain amount of levelling is done to create behind the bāndh shallow saucer-like depressions which are enriched from above by alluvial accumulations of vegetable soil. The fields rise one above another in a series of long low steps, but each step is broad and the rise is very gradual. Each embanked field or khot usually consists of several plots called 'keāris' or 'āris,' and the embankment round each plot is called 'ār', 'ail' or 'āri'. The term 'khunkatti' cannot be

Khunkatti.

confined within one definition. It is employed to denote either a tenancy complying generally with the definition of a 'Mundari khunkattidari tenancy,' except as regards race, or to the new reclamation of any cultivator from jungle or waste. Similarly, 'korkar' has in parts the same meaning as in Ranchi, for instance, in Anandpur and Bandgaon and some Kolhan Pirs of Porahat, but elsewhere it is not understood. In the parts

Korkar.

adjoining Sonpur and Bassia, Mundaris speak of 'bhuinhari,' in the sense of Mundari khunkatti.

29. The local standard of measurement was till recently the 'hál' consisting in the greater part of the pargana of the land which requires 50 maunds of dhan to sow it.

Standard of measurement.

It therefore consisted of fifty *māns*, maunds or *khandis*, each of 40 *pailas*, and this was known as the '*parānka hisab*'. As usual it was also divided into annas and pies, so that an anna was  $3\frac{1}{8}$  maunds or 'bighas.' At the same time there was the *dang* or pole of 15 feet by which the 1880 Settlement in Porahat was effected. One hundred *dangs* constituted a bigha, which was therefore 2,500 square yards and equal to  $\cdot 51$  of an acre. The Anandpur hál was, however, 12 bighas being roughly the amount of land which could be cultivated by one plough of oxen.

30. Before the Mutiny, the size of the 'hál' varied as much as the 'pawa' of Ranchi, because both measured quality as well as extent of land. The plough of oxen is, however,

History of it.

an ancient form of assessment, and as an indication of comparative wealth was the standard by which, in comparatively recent times, the Anglican Mission endeavoured to regulate the contributions of its members. In 1837 Captain Wilkinson wrote in his instructions to his Assistant, Lieutenant Tickell—"The number of ploughs in a village cultivating the land of that village at 8 annas per plough, and the quantity of seed sown by non-residents per 5 *khandis* of seed will give the village assessment." In the following year we find a "plough" to be an area requiring one plough for its cultivation, subsequently settled as an area where 5 *khandis* were sown, if the land was fertile, or six when it was poor. This has always been the Kolhan "plough." In the Sadant Pirs of Khas Porahat, the practice had been to measure the lands by sight and guess the area. The hál was 50 bighas, while in Korāikela it was only 40. Captain Birch having been directed to fix the size of the '*khandi*' or 'bigha', reported on 15th June 1860, that he had fixed as a standard '*khandi*' the area enclosed in a square with sides 100 cubits in length, instead of 80 cubits as in the case of the Bengal bigha. The Khas Porahat '*khandi*' was quickly imitated in the neighbouring estates, but while in Kera and Chainpur the 50 *khandis* to a hál were maintained in the 1880 measurements, the Kolhān hál of five *khandis* *parān* was used in Khas Porahat itself. It was also made the basis for assessments on new cultivation which by the patta might be assessed at a maximum of one rupee per five *khandis* or Kolhan hál. The Porahāt hál is however still regarded as 50 *khandis* or *bighas*.

31. The total population of the pargana in 1901 was 116,180, of which 114,029 were outside railway premises. Animists and Christians together number 72,169, or 66 per cent., and that proportion represents the aboriginal element. Dikus and aboriginals are nearly equal in numbers in the Sadant Pirs of Porahat, the aboriginals holding a larger number of tenancies, but in the Kolhan Pirs, the aboriginals hold 89 per cent. of the tenancies, and omitting Goikera Bazar, bear the same high ratio to the total population. In Kera the aboriginals are twice as numerous as the dikus, and hold an even larger proportion of the tenancies. In Bandgaon aboriginals hold 92 per cent. of the tenancies, and number 87 per cent. of the population. In Chainpur they number 38 per cent., and in Anandpur 52·4 per cent. of the population. In each case, it is probable that the proportion of aboriginals is somewhat above what the figures indicate, as some Hos, Bhumijis, and other slightly Hinduised aboriginals were recorded as Hindus. Many of the Hindus too are semi-aboriginals, whose ordinary speech is Ho. Outside the two bazars, the Muhammadans are few.

## CHAPTER IV.

### HISTORY OF THE PARGANA.

32. The Porahat family claims to be Rathor (Kadambansi) Rajputs, the alternative tradition making them of Bhuia or semi-aboriginal origin. Their own tradition is that, when on a pilgrimage, they supported the Larka Hos against the Bhuias and obtained the sovereignty of both peoples. This legend, as Hunter remarks, is open to suspicion as "indirectly supporting their invalid claims to supremacy over the Kols." The family somehow established itself at Porahat as Rajas of Singhbhum. Anandpur first, then Seraikela and Kharsauan, and lastly Kera, were given as fiefs or subordinate grants involving military service to relatives of the Rajas. Just before the Mutiny, Baring Pir appears also to have been a similar khorposh grant to the 'Bar Kuar.' Chainpur, Koraikele, with its Kol pirs of Lagura and Songra, and Bandgaon, the last probably an accretion from Ranchi, were service tenures, the first two to Birwals an offshoot of the Bhuias for military service, and the last a grant after 1800 to an adventurer from Ranchi. Seraikela and Kharsauan early assumed independence. As early as 1767, Raja Jagannath Singh applied to the Resident at Midnapur for aid against his kinsman Siunath Singh. The account then given of the country was that it consisted in general of plain, with a few straggling hills, and had very little jungle in it. "It formerly contained nearly 14,000 villages, but only about 500 are at present in the Raja's possession, and the rest are in the hands of the Kols, a tribe of plundering banditti." The importance of this reference lies in the proof that the Raja's authority was confined to the plains, and that the aboriginals owned no allegiance to him, and obviously paid him no tribute or rent. In 1818, Raja Gansham Singh, with the object of being recognised as paramount over Seraikela and Kharsauan, regaining the family idol from Seraikela, and receiving assistance to subjugate the aboriginals, became tributary to the British Government. In 1821, Major Roughsedge, Commanding the Ramgarh Battalion, induced 'the Kols' to agree to pay 8 annas per plough of oxen to the Chiefs of Porahat, Seraikela and Kharsauan, to be increased to one rupee after five years 'if our circumstances permit.' But the money was never paid either by the Hos of the present Kolhan, or by the Mundaris of the Kolhan Pirs of Porahat, and from 1830 to 1836 the whole body of aboriginals resisted all attempts to realise rent, and waged war on the claimants. In 1832 the Mundaris of Bandgaon also joined in the insurrection of Dasai Manki of Kochang, because of the attempt of the tenure-holder to destroy khuntkatti rights amongst them, through the imposition of the plough tax and introduction of diku headmen. The whole pargana, the Kolhan and South Ranchi continued in wild turmoil till 1836, when Dasai Manki was captured by Sonu Kandhapatar of Koraikele, (and contrary to the wish of the Raja of Porahat) by him delivered up to Major Wilkinson, the Agent to the Governor-General. In 1836, 15 pirs, inhabited exclusively by Hos, were taken from Porahat, in return for a pension of Rs. 500 to form with other pirs taken from Seraikela, Kharsauan and Mayurbhanj, the Government Kolhan. All the Mundari pirs in Porahat and Anandpur remained in the Porahat Raj, as well as the Ho pirs of Goilkeria and Jhilruan, with many Ho villages in the two Sadant Pirs. In 1839, the maximum revenue of the minor Raja Arjun Singh, who had succeeded in 1836, was only Rs. 1,000. In that year Jadunath Singh, the regent, attempted to remove the Kandhapatar, hereditary zamindar of Koraikele, for refusal to attend the investiture of the young Raja, had taken 'a duty on raw wild silk' from the Babu of Kera, and intended to oust the zamindar of Bandgaon, on the plea that the latter had sequestered the property of deceased persons in disregard of the regulations of the Agency. The Agent to the Governor-General, South West Frontier (under whom Singhbhum had been from 1830, and

Early history.

Porahat becomes tributary in 1818.

Hos and Mundaris to pay tribute to the Singh Chief.

Insurrection of the 'Kols' and Dasai Manki.

Porahat a Wards estate.

under whom Porahat continued to be when the area directly under Government in Chota Nagpur passed under Act XX of 1854 into his care as 'Commissioner of the Chota Nagpur Division') interfered to protect the subordinate zamindars and to avoid the general misrule. Porahat was treated as a Ward's estate from 1839 to 1846, Lieutenant Tickell, who was stationed at Chaibassa, to govern the Kolhan, being placed in charge of it. The subordinate estates of Korai-kela, Chainpur and Bandgaon were directed to pay one-third of their annual assets to Porahat, no doubt in lieu of feudal services. It was held in a rubakar, dated 29th May 1841, that subject to this payment they held on a proprietary title, but the lease granted for Bandgaon on 20th June 1841, was in fact for one year only. The Thakur of Anandpur and the Babu of Kera were induced to pay to the Raja, apparently for the first time, one-fifth of their estimated rent. When the 389 villages constituting the immediate estate of the Raja were released, in 1846, the gross rental was Rs. 6,008-12 increased in 1848 to Rs. 7,800.

33. When the question of making Kharsauan a Ward's estate arose in 1849, the First Class Assistant Agent to the Governor-General, Singhbhum Division, "after examination of the papers relative to the estate of Porahat" reported as follows :—

"When the Assistant Agent took charge of the estate, the amount of Raja's claims from the persons holding land under the various tenures existing in these districts was, as in all the Gurjat estates, to a great extent unfixed, and was levied under three heads, viz., malguzari, customary dues called *pancha*, and forced benevolences called *magan*. The rate of malguzari was Rs. 8 in cash and two *poties* of dhan valued at Rs. 4 per plough of land. Some of the customary dues were fixed and others not, but the greater number were not of much importance. The forced benevolences were wholly undetermined; this amount depended upon the Raja's will and power to enforce payment. They formed an important item in the Raja's demands, and were, as they now are elsewhere, frequently attempted to be resisted and formed a source of constant irritation to all parties. On the other hand, the quantities of land actually held by the various parties in the zamindari was equally uncertain, but beyond a doubt greatly exceeded that to which they were nominally and justly entitled. The institution of the forced benevolences was a rude attempt to remedy or rather counterbalance this evil. The *pradhans* and *raiya*t had to pay the demands under all the three heads, and they had not infrequently to pay the benevolences not only to the Raja but also to those under whom they immediately held. The Raja's relatives holding land for maintenance, the zamindars and sirdars were bound to pay the benevolences, and the *paika*s were subject to the payment of the dues and benevolences. The *pradhans* held a certain portion of the land of each village free, called *maniya* land, for their trouble and for their obedience to the Raja. Their tenure was *in perpetuity on payment of the Raja's demands*. As the power of the Porahat Raja has greatly declined, his relatives, zamindars and sirdars had long ceased to pay anything to him, and had, in fact, usurped the full power in their several jurisdiction. "The arrangement which the Assistant under these circumstances carried into effect was to make a *commutation* of the dues and benevolences payable by the *raiya*t into a fixed money payment of Rs. 4, which after three years was raised to Rs. 8 at which rate it still continues, so that the rate per plough was first Rs. 16 and then Rs. 20 (i.e., rent Rs. 12 per hal plus Rs. 8). The *maniya* land of the *pradhans* was assessed at that rate, and they were allowed a fixed money payment, or deduction from their assessment of Rs. 2 per plough in lieu. The land of the *paika*s was assessed at half the rate paid by the *raiya*t, viz., first Rs. 8, and after three years Rs. 10, per plough. The zamindars and sirdars were required to pay one-third and the Raja's relatives one-fifth of the supposed whole amount of their receipts. The Larka Kols still included in the estates were assessed at the rate of Re. 1 per plough or yoke of bullocks and the *Moonderat* (sic) Kols of Bandgaon at the rate of Rs. 2 per yoke."

33A. This account is important in connection with the status of the headmen, and the payment of miscellaneous dues which in Kera at least were a second time commuted and are again claimed! In the same letter we find the statement as to the Sadant Pirs :—

"The right of the Porahat Estate to assess the lands of the classes in question has been settled, I believe without demur, except on the part of the *pradhans* in respect of their *maniya* land of which they maintained there was no possible pretence on which a right of assessment could be founded."

† *Moonderat* is possibly *Mundri*, but more probably either *Mundri* or *Mundu* the two chief hills of Bandgaon.



The headman held a tenure in perpetuity on payment of the rent, and now received a proportion of the rent in place of his mān land, the liability of which to assessment to rent he hotly contested. There is no mention of leases or 'thikas'; the headmen are not known as 'thikadars', nor is there the remotest reference to the possibility of 'settlement' being made with anybody else, or that the headmen held in virtue of pattas. Lieutenant Tickell on 1st February 1842, when in charge of the Porahat Estate, estimated

the rate of rent at Rs. 19 and Rs. 16 per plough for raiyats and paiks, respectively. At one time, however, there seems to have been classification, the best lands paying a higher rate. Much land, however, was, he points out, frittered away on Brahmins, paiks, servants and handicraftsmen of sorts "who pay no rent, but render such services as may be required."

34. It will also be observed that there was always a distinction in the manner of payment of their dues by whatever name—rent, tax or tribute, they are variously termed—between the Kols (especially "the Kols in the mountainous tracts of Porahat" as Lieutenant Tickell has it) and the 'Sads', the Aryans or semi-Aryans. Similarly the organisation was different,—the Mankis brought the rent of the Kols to the Raja. Lieutenant Tickell remarks with respect to aboriginal villages—"the villages bordering in Singhbhum paid land rent to their several zamindars, not according to quantity of cultivation but were taxed at so much per village in respect to its size."

35. The Mutiny found the rent in the Sadant Pirs of Khas Porahat, at Rs. 26 (including Rs. 2, value of ten maunds of dhan at five maunds to the rupee), to which the Raja had raised it in 1843, in spite of the protest of the raiyats, while the plough tax remained in the Kolhan Pirs and Bandgaon. In the Kol Pirs, however, "the rent that was levied was paid chiefly in kind, for no money circulates amongst them, and their ideas of trade have not risen above the most primitive principles of barter." In Anandpur, it was still Rs. 4 per Anandpur plough with ten maunds of grain; in Koraikela Rs. 16 for raiyats and Rs. 12 for paiks on a hāl of forty bighas, in Chainpur and the Sadant Pir of Kera it was practically the same as in Porahat. Raja Arjun Singh

having rebelled, the Porahat Estate was confiscated (Government No. 256 of 22nd June 1858), and it was ordered that it should be administered in the same simple system that had worked so well in the Kolhān. "The Kol Pirs," wrote Colonel Dalton on 8th June 1859, "should not be under any leaseholder or dependent zamindar, but managed on khas principles like the other Kol Pirs" (i.e., of the Government Kolhan). This system was beneficial to all concerned, provided it was to be lasting. Government itself would be above the deliberate destruction of rights, though it might indeed vary them for simplification of administration, the persons concerned not objecting, as they would feel that the actual rights are not in jeopardy. But if the system was to be

temporary, there was a danger, unless Government placed the facts on record at the time when it divested itself of the estate, that acts which between Government and its tenants in a tributary state, though novel and tacitly passed over, implied no alteration of rights, should be represented to the civil courts of British India, with their more precise methods, as bearing an ulterior significance, and as affecting rights and customs, though neither of the participators intended them to do so. Though the pargana continued to be a 'Political State,' (§ 37), Khas Porahat and Bandgaon with like other khas mahals was brought under the Board of Revenue, but no part of the pargana was till 1892 declared a part of British

India. During the disturbances which continued after the confiscation, the Officiating Senior Assistant Commissioner settled the villages of Chakardharpur Pir which adjoined the Government Kolhan, and which were for the most part deserted by the inhabitants, at the Ward's rate of Rs. 20 per hāl for three years. This 'settlement' was in some cases made with outsiders, and the term 'thikadars' was first applied to them. Government subsequently resolved that fixed rates for twenty years should be accorded instead of frequent changes of rent to the headmen of villages in the Sadant pirs, including those who now held

Lieutenant Tickell's account.

Sads pay rent on quantity of land; Kols are taxed by the village.

Rates of rent at the Mutiny.

Porahat confiscated and administered like the Government Kolhān, 1858.

Danger of incorrect inferences as to rights from acts of Government during its administration under "the simple system."

Settlement of deserted villages 1858.

Origin of the term thikadar.

previously deserted villages, and the same patta at Rs. 26 a hal was issued to all headmen in the Sadant pirs, so that the hereditary headmen also came to be known popularly as thrikadars. But the letters of the Commissioner, Captain Dalton, show clearly that the 'settlement' which he was so anxious to effect must be with heads of villages (see his No. 44 of 25th August 1858). The object of the patta, a new thing in Khas Porahat, was not to create a tenure or continue a terminable tenure (it was never contemplated that the headman's tenure was not in perpetuity on payment of the rent of the landlord), but simply to indicate

Object of the patta.

that the rent, which hitherto had been variable, was now fixed, not indeed in perpetuity, but for a lengthy period of years. The tenure was the same as before, except in so far as the landlord voluntarily granted a favour in respect of an incident of it. In Kera and Chainpur the same procedure was followed as in the Sadant pirs of the Government estate, while in Anandpur, where the Thakur was a minor, no pattas at all were given till nearly twenty years after.

Grant of pattas at rates fixed for a period imitated in the rest of the pargana.

No pattas were issued in the Kolhan pirs of Porahat, though 'settlement' at one rupee per plough is also spoken of with reference to them exactly as in the other pirs, so that there can be no doubt that what was meant in both cases was not settlement of the tenure but an assessment of the rent of it.

36. The reward of the loyal zamindars of Kera and Anandpur for their

Altered position of the subordinate estates.

services was the title of Thakur, and the remission in perpetuity of the rent of one-fifth of their gross income which had been paid since 1841. Similarly the quit rent of one-third of his assets payable by the zamindar of Chainpur was fixed in perpetuity at the existing rate. Bandgaon, however, was differently treated, as only a patta in a form and for a period similar to that given to sadant headmen at his old rate of one-third of the rent of the pir was granted to the tenure-holder, whose interest as zamindar of the estate was recognised only in 1881, when the tenure was separated temporarily from Khas Porahat with a separate tauzi number. The estate was ultimately returned to the present zamindar in 1891, and a patta granted in January 1894, but in 1895 it was again made a tenure of the Porahat Estate by the deed of grant to Kumar Narpat Singh. Korakela without its kol pirs (Songra and Lagura) was granted as revenue-free property to Seraikela, "in the same manner as he holds his ancestral state," (Aitchison's Treaties, pages 145-46), and four villages in Chakardharpur Pir were given "as lakt aj" to the zamindar of Kharsauan with the title of Thakur, (Treaties lxc. and M. Taylor's report p. xlv). The villages of Hatia and Nakti were granted as revenue-free properties to Babu Ajainath Singh of Kera and Samu Munda respectively, and the remission of the rent of their tenures of Asantalia and Rajgaon were given as life grants to the headmen of them. The zamindar of Khas Porahat has resumed these two villages, though, of course, his sole right was to revert to the position before the remission of the rent, and assess them to rent. Religious and khorposh grants were respected by Government.

37. The administration of Porahat in land revenue matters was

Administration of Porahat, 1858-1892.

based on Government letter No. 2668, of 6th December 1858, paragraph 12 of which contains the following orders:—"This estate being no longer what has been termed a 'Political State,' but the property of Government by confiscation, naturally, as it appears to the Lieutenant-Governor, comes under the control and supervision of the Board of

Revenue.

Revenue in the same manner as other mahals the property of Government." In 1859, therefore, the Porahat Estate was brought on the tauzi, the khas portion of it appearing as a mahal temporarily settled, and the dependant zamindaris as permanently settled. The Board accepted the suggestion contained in the Commissioner's letter of 15th July 1859, that "all business in Porahat should be conducted on the same simple system as is found to work so well in the Kolhan," and this was confirmed by order No. 93 of 22nd August 1859. Of course in revenue matters only Khas Porahat with Bandgaon which was the immediate property of Government, was managed by the Deputy Commissioner, Kera and Anandpur being revenue-free estates and Chainpur being held at a fixed rent. The Kol Pirs of Khas

Porahat were managed on the same principles as Saranda Pir and the backward parts of the Kolhan, and in 1878 the pattas which it was proposed to issue at the impending settlement in Bandgaon and the Kolhan pirs were to be in the form issued in 1867 in the Kolhan, though in fact pattas in the form of the Sadant pirs were inadvertently issued. Thus in land revenue matters the Deputy Commissioner exercised the powers of a District Collector. The Political State continued to exist, but the right to rent for the lands in it as an estate belonged to Govern-

ment. But, as regards criminal jurisdiction, notwithstanding that the Code of Criminal Procedure was extended to Chota Nagpur, Porahat was treated as falling outside of it, and under Government order No. 5810 (Judicial) of the 23rd November 1864, the Lieutenant-Governor directed that Porahat should be administered as hitherto in the Political Department, on a system analogous to that prevailing in the Tributary States in which the Chiefs under the supervision and control of the Commissioner as *ex-officio* Agent to the Governor-General exercise the powers of a Magistrate, while serious cases are committed to the Commissioner. Thus the Deputy Commissioner was considered by a sort of fiction, to exercise authority as Chief of Porahat, his orders being appealable to the Political Agent. As regards laws, too, Porahat

was treated as beyond the pale of the Legislature, though, as a matter of fact, the laws, civil as well as criminal, which governed the other parts of the district had, though not legally applicable, been in practice, extended to Porahat in an informal manner *mutatis mutandis*. Thus original civil cases were similarly tried by the Deputy Commissioner as Political Chief and by his assistants, with appeals to the Commissioner as Political Agent. During the correspondence Commissioner's 132 P. of 18th June 1891, which preceded the grant of the estate to Kumar Narpat Singh, it was resolved to place the form of government on a legal basis. By a proclamation of 5th August 1892 Pargana Porahat was incorporated in Bengal, and by Act II of 1893, included in Singhbhum as a part of the scheduled district of the Chota Nagpur Division (deregulationised by Regulation XIII of 1833, as affected by Act XX of 1854) within British India, so that appeals in civil and criminal matters lie no longer to the Political Agent, but to the Judicial Commissioner. It is most important to observe that before these measures, Act I (B.C.) of 1879 was not in force in Porahat, the "Tributary Mahals" being till Act I of 1903 expressly (and superfluously) excluded from its operation.

Present laws in force.

The present position then may be given in the words of the Government of India in their No. 995 of 26th June 1895:—

"Though Porahat was included in a deregulationised Division, yet that fact did not, in the absence of an express provision in Act II of 1893, assimilating the law in force in Porahat to that of the Chota Nagpur Division, bring it under the operation of Regulation XIII of 1833 or Act XX of 1854, which were enacted when it was foreign territory. The law governing the estate after its inclusion in Singhbhum remained, therefore, the same as it was before that event took place. Accordingly all enactments applying generally to the whole of British India and passed since 1858, the date of the annexation, and all enactments applying generally to Bengal and passed since 5th August 1892, as well as any enactments passed prior to 1858 and 1892, respectively, and containing provisions extending their operation to the territories for the time being forming part of British India and Bengal are *prima facie* in force in Porahat."

Porahat was, therefore, constituted a "Scheduled District" by Notification No. 2296P. of 2nd August 1895. The Provincial Small Cause Courts Act is in force *proprio vigore* and the Civil Courts Act by notification. A Munsifi was established by Notification No. 4451 of 24th January 1896, and at present the Munsiff of Chaibassa and the Senior Deputy Collector of Singhbhum, *quâ* Munsiff, have jurisdiction in the area. The Deputy Commissioner is also a Subordinate Judge, but in practice the ordinary Subordinate Judge of Singhbhum tries all suits and appeals. No laws which by legal intendment are in force there have been barred by legislation or notification. By special notification (No. 1008 P.D. of 17th November 1897) under Act XIV of 1874 the operation of certain other Acts and Regulations

has also been extended to Porahat. In preparing the notification "the consideration that it should include only those laws which are absolutely necessary was kept in view, and special care was accordingly taken to make the list a short one, and to exclude from it several enactments which appeared to have been unnecessarily extended to the Kolhan", the Government of Bengal having previously in its No. 332P.—D. of 7th September 1892 taken exception to the law in this backward tract being assimilated to the advanced laws in force in the Kolhan.

38. It is, therefore, clear that the position of the present zamindar of Khas Porahat under its present laws is very different both from that of his father in 1857, and from that of the Deputy Commissioner as representing Government in the Political State of Porahat.

Contrast between the position of the zamindar of Khas Porahat and that of his father and of Government.

Even in connection with zamindari matters, with which alone the present zamindar is concerned, much was done by the Deputy Commissioner in his capacity as *quasi*-Political Chief and Collector, and much also was done informally, that is, the rights of tenants were consciously interfered with for their own ultimate benefit in a manner which would now be entirely contrary to law. Examples are found in the interference with the jungle in Bandgaon and in Porahat, regarding which the Deputy Commissioner was in 1894 at no pains to hide that such interference as there was with the jungle and the cultivation of waste was due to expediency alone, and would only continue till the opposition to it gained too great a strength to be ignored, and in the control of appointment of mundas because they were entrusted with police duties. Such actions would not be tolerated for a moment on the part of an ordinary zamindar even in a Political State, and were guarded against, *e.g.*, in the Kera patta. They are, of course, not precedents for a mere zamindar in British India, since

Unlike them he is rent receiver and no more.

they were acquiesced in rather as acts of State, which it was useless to oppose, or with that easy tolerance which is, or used to be, characteristic of aborigines in all matters which are not of vital importance, particularly when they consider that the official concerned may be trusted to behave in a sensible and straightforward manner.

39. The ex-Raja Arjun Singh, who had been in receipt of a pension from the estate, died in 1890 at Benares, and his son Kumar Narpal Singh to whom the title of Raja was subsequently given, under the indenture, dated 10th October 1895, which is reproduced at page xlii of Mr. Taylor's Report, received by "an act of grace" a grant of the unalienated portions of the original Porahat Raj including all rights of Government in the Bandgaon Estate, "as an inalienable and impartible revenue-free zamindari" devolving by lineal primogeniture in the male line with "full proprietary rights as zamindar," but "subject and without prejudice to all existing engagements with raiyats and under-tenure-holders", and the holders of Halia Rajgaon and Nakti and with reversionary rights of succession to Anandpur, Kera and Hatia, in default of male heirs of the original grantees. A fixed contribution for police purposes, besides general taxes and local rates, is payable. No portion of the estate may be sold, mortgaged, devised or alienated "otherwise than by lease or devise for a term not exceeding twenty-

But with considerable restrictions.

one years and under a rent without bonus or *salami*" on pain of loss of all interest in the estate which will then revert to government, that is, the only disposition permissible of any portion of the estate is on the lines of the subsisting system of headmen (§ 241). "The whole of the forests now in charge of the Forest Department shall continue to be managed by that Department on behalf of the said Kumar Narpal Singh and his successors and without any right of interference by him or them," the net profits being payable to the zamindar every five years. The very salutary restrictions as to *salami*, the forests and alienation meet with the serious disapprobation of the present zamindar.

40. The deed of grant, which is conclusive between the present zamindar and Government, his predecessor-in-interest, and between them only, grants to the former all the rights of the latter with certain important restric-

Effect of the deed of grant or indenture.

tions. The first point to remember is that Government acting in its private capacity as owner of the khas mahal of Porahat could not, if it wished, convey fuller proprietary rights than a private zamindar possesses in British India, in which Porahat was incorporated by Act II of 1893. The deed was not intended to convey, and could not legally convey, anything more than the zamindari rights of Government. Porahat was not given back in the condition in which Government took it over in 1858, that is, as a Tributary Native State like Seraikela, but as an ordinary zamindari like Dhalbhum. The restoration according to the order of the Government of India on 25th January 1889 was "to operate merely as a provision for the family of Arjun Singh, not as a revival of native rule."

Above all, no such private agreement can affect adversely the position of persons who are not parties to it, or resuscitate in favour of the grantee any rights of which Government had already divested itself either expressly or impliedly. Thus the indenture, the phraseology of which is vague to a degree, purports to convey the interests of Government in the Bandgaon under-tenure from 1st April 1891, but, between that date and the execution of the indenture, Government had divested itself of all rights to the estate and forests of Bandgaon subject to a payment of one-third of the net income, reserving "metals" only. But in the indenture—(1) not "metals" but "minerals" of Bandgaon are erroneously conveyed to the new zamindar of Porahat, (2) the tenure itself is mentioned as subject to the settlement of 1881, though as a matter of fact Government as superior landlord had meantime determined that the tenure-holder's rights were not at all limited by that lease, and (3) the 'fixed rent', mentioned in the indenture was subsequently interpreted to be a fixed rent of one-third of the net income and to be the sum of Rs. 668 only till the expiry of that "assessment"—exactly as in headmen's villages. Again, the forests in charge of the Forest Department included the protected forest. But the "protected forest" had been constituted in British India before the formal enquiry essential under section 28 of the Forest Act had been held, so that any estate in it conveyed by Government was subject to the rights of communities and individuals, which could not legally be abridged after the date of the notification. In view of this, the contention of the grantee that in virtue of the grant by Government he is full owner of the trees is absurd.

(a) Bandgaon.

As regards headmen, the zamindar took over "subject to and without prejudice to all existing engagements" with them. If the "existing engagements" was the engagement for the term of the pattas, why mention it, when the pattas safeguarded it? But as a matter of fact, the provision owed its origin to the order of the Government of India in its No. 74 of 25th July 1899 that the Local Government "should take complete measures for the protection and definition of all subordinate rights before the grant is made," and to the subsequent representation of the Commissioner in 1894 regarding the status of the headmen. "Narpat Singh," he wrote, "must not be allowed to interfere with them," and the grantor of the estate therefore expressly stipulated regarding them and the raiyats that their interests should not be adversely affected. As regards the tenants, Government had expressly abolished certain payments, e.g., dalkati, and after 1893 at least could not, except as the State, have revived them. In his No. 186P. of 27th October 1887, the Commissioner wrote:—"A regular settlement has been made, and though the enhancement has been large, it must be remembered that cesses and forced labour have been abolished." And indeed apart from the safeguarding expression "existing engagements," which naturally includes not only express engagements, but such as are implied by a long course of conduct, abwabs and "taxes" could not be resuscitated. In fact, the grantee is in the same position as his predecessor in interest between 1893 and 1895, except where his rights have been further extensively curtailed by the deed of grant through important restrictions such as those governing salami, the forests and sale or devise and his position is not comparable with that

(b) Protected Forest.

(c) Headmen.

(d) Tenants.

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of Government before 1893. He is nowhere owner of the soil, where Government was not private owner of it, nor is he entitled to payments other than those legally recoverable in British India by his predecessor in interest.

41. The importance of the provision regarding "existing engagements" subject to which the grant of Porahat was made, may be gathered from the anticipations of the local officers that Raja Arjun Singh if brought back and the present grantee would be dissatisfied with the position into which the estate had been brought by Government. In point of fact, gloomy anticipations have been justified—the zamindar finds that his rights are not only not identical with those of the independent scions of his family in Kharsuan and Seraikela, but that they are to his disgust in a few respects more circumscribed than those of his own tenure-holders, and he is proceeding to rectify what he considers to be the blunders of Government. To this end, he has among other things not only exacted obsolete, or otherwise unjustifiable payments from the tenants, but has endeavoured to destroy the tenures of the headmen. The case

Reason for the proviso regarding "existing engagements." is parallel to the grant of Pargana Palamau to Gansham Singh of Deo in 1818. The grantee interfered in the same way with the under-tenure-holders, whereupon Government promptly resumed the pargana. The Porahat Estate under the ninth condition of the indenture also reverts to the Secretary of State if any attempt is made by the Zamindar or his heirs male to dispose of any portion of it otherwise than in accordance with the fifth condition which was intended to safeguard among other things the permanence of the headmen's tenures. In Pargana Porahat justice and policy demands that the power of the zamindar should be kept at its proper limit, namely, the realisation from the villages, through their own headmen, of rents assessed by disinterested agency.

42. The zamindar of Bandgaon, which was long in possession of Government as part of the Porahat Estate, occupies the same position of mere rent-receiver with regard to the village communities in that estate as the zamindar of Khas Porahat does in the adjacent Kolhan Pirs. In Kera, Anandpur and Chainpur the position of the zamindar with respect to the communities, headmen and raiyats, is based on the custom of the pargana, modified sometimes in accordance with slight variations in local conditions. There is, however, little real difference in customary rights between the estates of the pargana.

43. Villages in the pargana have not been held in recent times at fixed rents. The method which obtained of assessing rents was in the Sadant Pirs of Khas Porahat and subordinate estates (except the Mundari villages in them) to estimate the amount of don or "bihal," as embanked land is called, and to fix the rent by application of the pargana or estate rate of rent to the estimated area, the rent being paid by the head of the village. Before 1839 there are traces of classification. From time immemorial unembanked upland was held as lagān or complement of don, as it still is in Ranchi.

Rent how assessed in the Sadant Pirs. In his report in 1842, Lieutenant Tickell mentions that the complementary upland was two or three times the extent of the don for which rent was paid. In 1897 Government expressly admitted that cultivators of don were entitled to hold without extra rent an area of upland equal in extent to their holding of rice-land. In the Kolhan Pirs

(3) Tribute in the Kolhan Pirs. of Porahat and the Mundari country generally only a tribute was originally paid. It was, as Lieutenant Tickell informs us, not assessed on the cultivated area, but was a tax on the village according to size. In such villages the next development was a "plough tax" which continued till 1879. At the 1880 Settlement in Porahat, the charge of eight annas for a plough of 12,500 square yards [that is, 5 khandis or one Kolhan hal (§ 30)] in nine villages where there was no embanked land, was really the retention of the old tribute assessable on the number of ploughs, inasmuch as don, the new basis for assessment of the tribute, had not yet come into existence. At the recent rent settlement, gora was separately assessed for the

Gora is now assessed. first time. Embanked lands were classified and assessed according to quality, in Chainpur and

Anandpur, but elsewhere they have been assessed at a uniform estate rate, the rate of the Kolhan Pirs of Porahat being however half that of the Sadant Pirs. Aboriginal villages elsewhere pay at the same rates as their diku neighbours.

44. When local circumstances, including the backward character of cultivation, roads and people, are considered, rents are comparatively high. Not only is a vast proportion of the assessed land the reclamation of the cultivator or his ancestor, so that, theoretically at least, the rate of rent is a rate for self-reclaimed land, but that reclamation is assessed almost as soon as it is ready, for the benefit of an individual who has not put a particle of value into the soil. A permanently low rate of rent, (what one might call "korkar rates,") is the premium on reclamation, a fact which is in danger of being forgotten. Again, rates which would be low near Chakardharpur are rack-rent in the jungle villages of Porahat Pir or in Hututua Pir. At the recent rent settlement a measurement allowance of ten per cent. was allowed in Khas Porahat and Kera, and five per cent. in Bandgaon and Chainpur, because of closer measurement. 'Rasadi,' or progressive enhancements, were likewise allowed where the increase of rent was very great on the analogy of private estates in the Sonthal Parganas, to which Porahat in character and population bears the closest resemblance, and to the government of which the administration of Porahat might with numerous advantages be assimilated. The assessment is for 15 years from 1st April 1903, and the zamindar is entitled to receive only the assessed rent of the village after deduction of the share of the headman.

The local year in Khas Porahat, Bandgaon, Kera and Chainpur is the financial year from 1st April. The number of kists varies, e. g., in the Kolhan Pirs of Khas Porahat there is only one kist, in the rest of the estate there are three. In Kera, the Fasli year was formerly followed, and there were three kists. In Anandpur the rent is paid in two kists.

Future enhancements are governed by custom—as we see from the Kera patta the rent is to be fixed "by punchayt or according to any law in force". In the Belpose patta, the custom is referred to in the words: "Miad guzarne se Porahat ke dustur mafik jo bandobast (rate of rent and period during which it continues) hoga so bandobast motabik patta tum loge, to tumko diajaega."



## CHAPTER V.

### POSITION OF THE LANDLORDS.

45. The position of the ultimate rent-receiver, whether 'proprietor' or 'tenure-holder,' in Pargana Porahat, is by no means that of a landlord in the English sense of the term, who is owner of the soil, and all that is in, on or below it. He is entitled merely to a certain charge, which is termed rent, and which, with a few exceptions is payable to him, not by individual tenants, but by villages as a whole through their respective headmen. He is in fact a rent-receiver from village tenures. In the Kolhān Pirs of Porahat and the unbroken Mundari khuntkatti villages in Anandpur, he is in no sense owner of the soil. Elsewhere, while he is owner of the soil, it is as superior landlord, since the headman either in his own behalf or as representative of his fellow cultivators as corporate owners, is tenure-holder of the village, and the zamindar has not, and since the acquisition and settlement of the village never has had, any right of interference with the internal affairs of the village, his sole right being to receive the rent.

46. In the Kolhan Pirs of Khas Porahat, as Lieutenant Tickell reports in 1842—"The villages bordering on Singhbhum, (Porahat Sadant) paid land rent not according to quantity of cultivation, but were taxed at so much per village in respect of its size." They merely paid "some trifling *peshcash* or nominal tribute" when they felt inclined or were forced to do so. There was no claim by the Raja of Porahat that their villages were his private property, but he did claim that the inhabitants were tributary to him, and therefore liable to taxation. He was overlord, but in no sense landlord, the soil being the property of the community which cultivated it and contributed equally or in proportion to their resources to the tax or tribute, which alone was claimed by the Raja. On the advent of the British, this tribute was calculated on a man's wealth, that is, on his ploughs, and this continued till 1880. But in the assessment of that year the tribute claimable by the State (not as landlord, but as overlord of subject village communities which were full owners of the soil within their boundaries before he acquired his claim and from which he realised only when he could enforce payment), being on the false analogy of the Sadant Pirs assumed to be rent, was assessed on the cultivated land. Now the State as receiver of the tribute had, I conceive, a right to assess the tribute of a village on a new method, and similarly to divest itself of the proceeds of the tribute in favour of any grantee, but such transactions could not, even if they purported to do so, alter to the detriment of third parties, the ownership of the land of the village, though the tribute had in fact come to be assessed on it. The village is still the property of the village community, and the zamindar has no rights within it, but he is entitled to that annual charge upon it which has been conveyed to him by his predecessor in interest, and which is payable to him through the representative of the village community.

47. On the other hand, outside the Kolhan Pirs, the other Mundari areas and perhaps some of the older Ho Pirs in Kera, where the inhabitants were tribute-paying communities who were full owners of the soil, the Raja of Porahat and the holders of fiefs under him dealt with persons, whether diku or aboriginal, who were the ordinary citizens of the State. In such village communities as existed there before the Porahat family established itself, ownership was with the community, and in all subsequent foundations the same position has been maintained. The Raja as ruler of the country had power to make grants of tracts of waste land, and he was pleased when the waste lands of the State were tacitly occupied for the purpose of cultivation on the well-known understanding that he also would benefit in the customary manner. As late as 1860 Captain Birch made new grants in



the Sadant Pirs of Porahat, and the process has continued till all the waste is within the boundaries of some village. There was no reservation of any rights in the tract assigned or occupied. Settlement in these parts of Porahat has been made, not by individual jots, but by tracts of land. On each tract a village has been established, which is the property of the community, usually an aggregation of relatives, under a leader of their own, which acquired the tract and cleared the jungle. The Raja's right was limited to receipt of rent on the cultivated area. The village community, that

Settlement was by village communities, not by individual reclaimers.

is, the members of the original patriarchal family and the persons admitted by them to a share in the tract acquired, are the corporate owners of the village, with an equal voice in the management of the little republic, but exclusive owners of their several family holdings. These holdings were assigned by the panchayat on the principle that each individual should receive in his share land suitable for production of each class of crops. The panchayat is the municipal government with the headman as its president. The headman represents the community before the Raja,

The headman is the representative and manager of the village community.

and all the members of the community are liable for the dues payable to the Raja and other public burdens in proportion to their shares or equally. The Raja therefore dealt not with individual cultivators within the tract, but with communities owning the soil through their representative. Thus the village and not the cultivator is the unit in the Porahat Pargana. The village regulated its own affairs, and was entitled to deal with the zamindar in its corporate capacity, and the zamindar has no right to interfere within its borders. The headman, unless he made himself independent of the community, as has happened in some diku villages, or was an outsider imposed on the village, as happened in certain villages at the Mutiny, in which cases he is himself a tenure-holder, is the manager of the village community. The functions of rent-receiver and State which were until recently

Except in cases where he has aggrandised himself at its expense.

combined in one person, are now separate, and what the present zamindar's predecessor in interest might do in its public capacity, it is not open to the zamindar to do in derogation of the rights of communities and individuals who are not his subjects but his fellow-citizens. The position in the typical village therefore, is that the proprietor and tenure-holders are rent-receivers from village

The zamindar is entitled to receive only—

- (1) The rent of the village as a whole through the headman.

communities through the headmen,—the fact that some head-men have made themselves independent of their co-owners does not change the relationship of the rent-receiver to the village tenure,—and that the village community is corporately the owner of the soil of the village and of whatever else was not expressly or by custom reserved. The grant having been for agricultural purposes, it is obvious that no reservation was made as to trees (Cp., I. L. R., 23 Calc., 209). The zamindar is not entitled to collect the rent from individual members of the village community nor to interfere in the internal management of the village, such matters being in the typical village the province of the head-man under restrictions imposed by the necessity of acting in accordance with well defined customs and in consultation with the

- (2) Anything else reserved (a) expressly or (b) by custom e.g., the more valuable minerals.

villagers. The rent-receiver is entitled to nothing beyond the assessed rent on cultivated land unless (a) he has explicitly reserved a right, e.g., to realise dalkati in certain circumstances, as is the case in Kera and Anandpur, or (b) by local custom he is entitled to supply his own personal needs, as in the case of timber and jungle produce (with sale of the former on the admitted proviso that sale can only take place when ample is left to supply permanently the requirements of the villagers who have a similar right to all forest produce for their own use), or to practically exclusive right to certain products, as perhaps in the case of the more valuable minerals.

48. The zamindar of Porahat is the 'proprietor' of the pargana, which since 1897 appears under a single entry in Register D., Part II. His immediate estate consists of the 368 villages, including two bazars, in the Sadant and Kolhan Pirs known as Khas Porahat. A number of villages which Government in 1858,

The zamindar's rights in Khas Porahat.

after the confiscation of Porahat, recognised as rent-free khorposh, brahmotar, or debotar grants of the Raja of Porahat (Chapter VII), and two villages Hatia and Nakti which were special post-Mutiny grants by Government, are included with Khas Porahat, and lapse (except Nakti) to the zamindar in default of male heirs of the grantees. Besides rent on cultivated lands in his villages, the zamindar is entitled to receive the proceeds of the management of the Reserved Forest, which is in effect the result of the commutation of rights enjoyed by him equally with the rent-payers to take jungle produce for his own use, by virtue of a partition between him and the other party interested, on terms particularly favourable to him. He seems also to be entitled by local custom to all the more valuable minerals, except indeed where artisans have a customary right to take for purposes of their profession. But he has no right to interfere in the internal management of a village nor is he in any sense in the Kolhān Pirs, and only as superior landlord in the Sadant Pirs, the owner of the land of the village cultivated or waste, or of the trees, etc., in the village. The Thakurs of Kera

Zamindars of the allied estates and Anandpur have the same rights as regards rent and minerals in their tenures, and as regards jungle

it is their dearest wish to be placed in the same exclusive possession of a portion of the total jungle of the area from which they receive rent. The present position is that the tenants are entitled to take jungle produce free without permission from any part of the tenure for their personal requirements, but not for sale, while the tenure-holder has for a considerable time exercised a right of sale. As the zamindar of Khas Porahat has, however, a reversionary interest in their tenures, they have, though their tenures are rent-free, been recorded by Mr. Taylor as malguzars. Chainpur is subject to a quit-rent, and Bandgaon to a rent equal to one-third of its net rental and forest revenue (if any), all payable to the zamindar of Porahat. The question of rights to minerals in Chainpur has never arisen, while whatever mineral rights in Bandgaon Government had retained, were expressly conferred by the deed-of-grant (but see § 40) on the proprietor of Porahat. It is therefore to be understood that though the words 'estate' and 'zamindar' are used for convenience throughout this report, the subordinate or 'allied' estates are technically tenures of the parent estate, and the holders are 'tenure-holders.' In Anandpur and Kera as well as in

Khas Porahat a number of villages are held as Khorposhdars, etc. khorposh, chakran, brahmotar, or debotar by under-tenure-holders who appropriate the income. It does not come within the scope of the present enquiry to adjudicate on points in dispute as to status\* and right to jungle between them and the estate of which they are off-shoots though in some cases the matter is touched upon in the chapter dealing with the estate. Unless otherwise stated, the term 'zamindar' in the record applies to them. The status of the headmen as tenure-holders is discussed in Chapter VI, and in the chapters on the various estates.

\* Some remarks will be found in §§ 156, 184-188, 291, 343, 367-8, 400-1. Holders of brahmotar and debotar grants have admittedly full rights. The khorposh tenures probably involved feudal services, such as were due by the owners of Kera and Anandpur. Similarly grants-like Janta and Jharjhara in Kera and one village of Gobind Singh in Anandpur which Mr. Taylor has recorded as chākran, and doubtless also tenures like Barkani, Baihatu and Bankitapi recorded by him as khorposh involved feudal services from the kinsmen of the chief to whom they were granted. The services to be taken from the holders of these higher chākran grants, it was ruled in Porahat and the neighbouring feudatory states, must be such as Government would take from the Chiefs themselves. But the grants themselves are, in my opinion, undoubtedly hereditary and no more resumable by the heirs of the original grantors than the precisely similar tenures of Chainpur, Korakela and Bandgaon were in 1839. (Cf. Bandgaon rubakar of 1841 and Major Ouseley's letter of 12th August 1839).

## CHAPTER VI.

### THE RIGHTS AND CUSTOMS OF THE PARGANA.

49. The purpose of the present chapter, which follows the same order as the record-of-rights, is to summarise the customary rights, as modified by legislation, of zamindar, headman and raiyat or other tenant, and their relations one with another. Throughout the note it is assumed that there is a headman in the village, as, with the exception of certain villages in Anandpur and the headquarters of the zamindars in the other estates except Bandgaon, it is the indubitable right of all villages in the pargana to have their hereditary headman, or a headman of their own nomination, as their manager and as a buffer between them and the zamindar who (Chapter V) has no right of interference in the internal affairs of the village, nor any right to deal with the members of the village community individually. But it must not be forgotten that in about fifty villages in the Sadant Pirs of Porahat, where, either by intimidation or through the Courts, the zamindar or tenure-holder has very recently ousted the headman, and the village has since been held 'khas' (that is, without a headman), the zamindar has arrogated to himself the functions of the headman, whether the latter was a tenure-holder 'holding for his own profit', or the representative of the patriarchal family of the village as in the typical case. The present position in these exceptional cases is shown by understanding that in this chapter the words "zamindar since the village has been khas" must be substituted, as they actually are in the record-of-rights for 'headman' or 'headman in consultation with the cultivators of the village.' See also § 21.

*Purpose of the chapter.*

*The typical village has a headman.*

*Recent breach of this custom in villages in Khas Porahat.*

*How the change affects entries in the record-of-rights of those villages.*

#### I.—MANKIS.

50. The whole pargana is still divided into pirs (§ 25), but there are nowadays Mankis\* only in the eight Kolhan Pirs of Porahat (Durka Pir being subdivided into the jurisdictions of three Mankis), and in Bandgaon where there are three Mankis. There were Mankis in Kera, and perhaps in Anandpur. In Kera they have been done away with comparatively recently by the present zamindar, and the villages which they and their ancestors held have been forcibly resumed, a contributory cause to the profound disaffection of the aboriginal raiyats towards the zamindar. The Manki is the head of the indigenous organisation of Hos or Mundaris, and there are indications that he was at first a military leader. The tradition is that Mankis originated through the desire of the aboriginals to have one of themselves to represent them before the Rajas, but they probably existed before tribute was rendered, and naturally took it to the Raja when it began to be exacted. In Bandgaon they certainly belong to the khuntkatti family of the first village in their Mankiships, and they admittedly existed long before the tenure-holder came on the scene. The same was probably the case in parts of Khas Porahat also. In Songra, Kundrugutu, Durka (Jate), and Gudri, however, the ancestors of the present Mankis appear to have been installed by Captain Birch in 1860 on the nomination of the mundas of the pir, and their tenure is exactly the same as in the Government Kolhan. The Mankiship has everywhere remained in the same family, even after a dismissal for misconduct. The succession is by primogeniture, with provision for a regency during minorities, but the zamindar and Deputy Commissioner have a right to reject an heir on special grounds of unfitness (§ 205). If a Manki be dismissed, it is considered that a member of the khuntkatti family of the village which gives its name to the

\* For a detailed account of the rights and duties of the Manki see §§ 201-6 *post*.

pir has a preferential right. The mundas of villages nominate, and the nomination is subject to confirmation as on succession. The Manki receives

Peculiarities of the Manki's position.

his pir. He is liable to be ejected for failure to perform his duties or for misconduct, but though pattas were given for the period of assessment in 1880, his tenure is impliedly permanent *ad culpam*. His duties include supervision of the mundas, of roads, boundaries and jungle 'for the general welfare of the community'; he is surety that the rent be paid to the rent-receiver; and he performs important police duties in investigating unnatural deaths, reporting offences, enquiry into and decision of petty cases and disputes.

Tribal representative of the tenants' interests.

gives him a receipt for the rent of the pir, apparently desires the Manki to be merely his head tahsildar, a servant whom he can appoint and dismiss at will. Such insecurity of tenure and dependence on a private person would be obviously inconsistent with the police and executive duties which Mankis have always owed to the State, and quite fatal to their value as the immemorial representatives and guardians of the interest of the people of their pirs which

Now remunerated through a private zamindar,

him. Indeed it is perfectly certain that unless the appointment and dismissal of Mankis is under the control of an independent authority, their great prestige will inevitably be harmful to the community whose interest it is their *raison d'être* to protect. The zamindar of Porahat having refused to pay the *qala* of two of the Mankis, though they are performing their duties, the others have

who has withheld payment

the Deputy Commissioner, they did not oppose, if by their influence they did not actually forward, the novel exaction by the zamindar of trade taxes, bethbegari, dalkati and even of bamboos which they had to purchase from the reserves. No private zamindar could be expected to retain, if he had power to eject, any guardians of the rights of the people, if he conceived that their continued existence would be detrimental to his own interests. The tenure of the Manki is by custom certainly hereditary permanent and *ad culpam*. But should the courts ever determine that they may be removed or

and whose creature he is in danger of becoming to the great detriment of mundas, khuntkattidars and raiyats.

appointed by the zamindar at will, they will in the altered circumstances become as great a menace to, as they have till recently been loyal guardians of, the rights of mundas, khuntkattidars and raiyats. In such an eventuality their police and executive powers must, of course, be taken away, and any functions which they exercise as advisers of the Mundari communities (§§ 60, 211, 214) would lapse with their change of position from heads of the Mundari or Ho organisation under the State to creatures of a private zamindar. Even the retention of the name would be fraught with baneful consequences. Already, however, the Mankis, without whose acquiescence, the illegal demands mentioned could not be realised, are intimidated, and will, if unsupported, lose much of their usefulness from the uncertainty of the situation created by the deed-of-grant to the zamindar under which he considers that all

The uncertainty which is due to the Porahat indenture should be met by declaratory legislation.

customary rights and implied obligations of his predecessor in interest may be ignored. It appears to me, however, that the words of the indenture—'existing engagements' of Government with its under tenure-holders—covers the implied engagement to continue the existing Mankis and the Mankiship, for the pattas of 1880 did not create the Mankiship, and the term mentioned in them, as in the pattas of the headmen, was merely the period for which the rent was fixed. Moreover, it is not contended that the Mankis in the Government Kolhan, where the position is identical with that of the Mankis in Porahat, do not possess something more than a claim to consideration. And it seems to me that the Manki in Porahat has as good a title to permanence as in Ranchi, where the position was precisely the same as in Bandgaon.

## II.—HEADMEN.

51. The headmen are known by various appellations according to the caste to which they belong. If they are Mundaris or Hos, they are called mundas; if Goalas or Kumhars, they are called pradhans; if Kurmis, they are known as mahtos, while if they are 'Nagpurias' such as Rautias, Bhogtas or Gosains they use the Ranchi title of gonjhu. Sonthals are called manjhis, and Bhuias naeks. As the Goalas were comparatively numerous in the parts easily accessible from Chaibassa, the name pradhans which is used in Dhalbhum appeared at one time likely to supersede all others in Singhbhum. This, however, has not happened in Porahat. The name "thikadar" again is quite modern, and never used except by the amla of the zamindar, when they desire to suggest the absolutely false analogies which are associated with that alien term in the minds of all who are only moderately acquainted with local customs (§ 237).

52. In the sadant areas the headman's tenure, as Mr. Taylor also found (§ 4), had undoubtedly its origin in the reclamation of the village (§ 47).—In the Kolhan Pirs, of course, and the other Mundari area the original settlement was by communities in the Mundari or Ho fashion, and was entirely independent of the Raja to whom a nominal tribute was sometimes paid, but who was in no sense zamindar (§ 46). There the munda is the payer for the community of the modern equivalent of the tribute.—The unwritten inducement to the leader of the pioneers was that he himself should be headman of the village community which he established, and in recent times when written engagements were interchanged, there is an express provision to that effect in the clearing leases which were granted in respect of new or deserted villages in Anandpur, and which admittedly embody the custom of the pargana on the point. The later chapters and Appendix V show how very large a proportion of villages have headmen who are descendants of the original reclaimers or patriarchal family of the village. All the villages in the pargana were reclaimed as villages, and not as an aggregation of jots connected only by proximity. The pioneers were usually relatives or at least of one caste, but whatever the bond of association, those who acquired the tract of jungle land, acquired it practically always with a khuntkatti purpose, that is, to reclaim suitable portions of it by the labour of themselves and their kinsfolk, though they might incidentally permit others also to settle. They and those whom they admitted to a share in the village formed a village community which was corporate owner of the village with their leader, whose position was hereditary, as their headman to be president of their little republic, and deal with the rent receiver on their behalf. The zamindar never dealt with the members of the community individually, but through the headman who represented the community of corporate owners. "The system grew up naturally," as Colonel Dalton says. To this khuntkatti origin there are very few exceptions, and they consist of recent villages in Anandpur where the founder's main purpose was to settle raiyats, though he might incidentally reclaim for himself. The only considerable exception to the statement that the descendants of the reclaimers are headmen of the village they reclaimed, is found in certain villages in the Sadant Pirs of Porahat. There the reclaimers of the soil having abandoned their homes during the Mutiny disturbances, the deserted villages were granted to others to re-settle them. The status of such headmen was, however, as was natural in the circumstances, deliberately levelled up by Government to that of the khuntkatti headmen. Indeed, it is more than probable that in this it followed an old custom of the Porahat Raj. The course adopted by Government was, as usual, followed in the dependant zamindaris in similar cases, so that no distinction whatever is found, so far as the zamindar is concerned, between the tenures of the minority of headmen whose ancestors did not reclaim the village and those of headmen whose tenure has a khuntkatti or reclaiming origin.

Origin of the tenure—a reclaiming tenure.

Reclamation was by villages not by single jots.

Khuntkatti purpose of most village settlement in the pargana.

The exceptions.

But quoad the zamindar the non-khuntkatti headmen have been levelled up to the position of khuntkatti headmen.

not reclaim the village and those of headmen whose tenure has a khuntkatti or reclaiming origin.

53. "After examination of the papers relative to the estate of Porahat," the First Class Assistant Agent to the Governor-General reported in his No. 34 of 12th March 1849 that during the administration of the Wards' Estate from 1839 to 1846, "their (the pradhans') tenure was in perpetuity on payment of the Raja's demands" (§ 33. In Kera, Chainpur, Anandpur and Bandgaon, the headman admittedly holds a tenure which is permanent and also hereditary *ad culpam*. No doubt as to the permanence of the tenure throughout the pargana on payment of the rent ever arose until 1803, when the Sub-Judge of Singhbhum held in suits Nos. 7 and 8 of that year on a construction of their pattas that two headmen of the Sadant Pirs who were sued for khas possession by the zamindar of Khas Porahat had "failed to prove a permanent interest" in the village. The case of the defendants was in some respects weaker than that of the majority of headmen, since they belonged to the exceptional class mentioned above who are not of the reclaiming family of their villages. The defendants prejudiced their case by a plea that their tenure was absolutely permanent. Now it is an established fact that the tenure of the existing headman is not *absolutely* permanent; it is dependent, for instance, on payment of rent with reasonable punctuality. But neither for its creation (save in certain cases in Anandpur), nor for its continuation in any of the estates does the tenure depend on the patta. Headmen in the pargana, though their tenure was in perpetuity, were liable to have their rents enhanced. Consequently, when the British Government took over the confiscated estate of Raja Arjun Singh and desired to conciliate the headmen, who already held in perpetuity, it was resolved to concede the favour of fixity of rent for a prolonged period (see Commissioner's No. B of 25th August 1858 quoted in chapter IX). Hitherto pattas of any kind had been practically unknown, the relations between zamindar and tenure-holder being regulated by well-known custom. But the principle of a fixed rent being new, pattas were issued to the headmen in the Sadant Pirs of Khas Porahat, the sole significance of which was to acknowledge that the previously variable rent was now fixed for the ensuing twenty years and for no longer. A form of patta originally designed for the new headmen in Chakardharpur Pir who resettled abandoned villages in the early part of 1858, was, however, issued erroneously, though without *arrière pensée*, to the existing headmen of the village family whose tenure was admittedly in perpetuity, just as it was subsequently issued in 1880 without due consideration, and indeed contrary to intention, to the mundas in the Kolhan Pirs. It is clear that neither grantor nor grantee contemplated any change in the conditions of the pre-existing tenures by the agency of the patta, save in the single particular of fixity of the rent. The aspect of the continuity and permanence of the headmen's rights was not under consideration. Indeed when this question was subsequently brought up in the case of the tenure-holder of Bandgaon to whom a similar 'thika patta' had been issued in 1861, Government, the grantor and zamindar held, against its own interest, that the grant of such a 'thika patta' did not affect the interests of the grantee, who under an earlier finding of 1841 actually held a perpetual interest subject to the payment of an enhancible rent. There can be no doubt that if the language of the patta is capable of the interpretation put upon it by the Civil Court in this casual decision, it was at least contrary to the intentions of both the parties to the document, to immemorial custom, and to the subsequent conduct of the parties concerned. During the whole period when the estate was under Government, the headman's tenure was, beyond all question, treated by the rent-receiver as permanent and also as hereditary during good behaviour. The period of the patta was merely a period during which a certain rent was payable by the headman to the rent-receiver. But on a comparison with the pattas of the dependant zamindaris where pattas were issued in imitation of the

A perpetual tenancy subject to payment of enhancible rent.

Admitted everywhere, except in Khas Porahat,

where the objection is founded on the terms of the patta.

The patta, however, deals only with the rent, not with the permanence of the tenancy,

as was held as regards Bandgaon by Government as landlord,

and proved by the subsequent conduct of both the parties to it.

Government estate (§ 35), just as the new terms as to rate of rent and the new standard of measurement (§ 30) were imitated there, it appears impossible to construe the somewhat vague phraseology of the Khas Porahat patta, except as meaning that the "next settlement" to which the headman could not object, was a fresh assessment, with by implication an enhancement of rent, and as implying that though his tenure as headman was in perpetuity, he did not also hold on a rent fixed in perpetuity. In the Chainpur patta, which is based on that of Porahat the word "bandobast" is interpreted as

"Bandobast" in that and in all neighbouring estates meaning the new assessment of rent.

"Survey Settlement" so that the "bandobast" cannot possibly mean "settlement," in the sense of an "ijara" but implies merely the fresh assessment which will be payable. In Kera, the patta expressly provides that the next settlement is to be with the existing headman or his heir. In Kharsauan, the neighbouring Political State, the headmanship is admittedly hereditary, as also in Taraf Asunbani in Dhalbhum. Similarly in the four Kharsauan villages within the Porahat pargana, the headmanship is hereditary and permanent *ad culpam*, unless payment of the new rate of rent assessed is refused. In Belpose, a khorposh village in Pir Porahat, it is expressly provided that after the expiry of the period a new patta will be given to the existing headman "according to the 'bandobast' which shall be made according to the custom of Porahat" if he accepts it at the bandobast (§ 41). In Anandpur many of the villages are resettled or newly colonised since the era of leases. The clearing leases given in such cases, in which the custom of the pargana (somewhat restricted in favour of the zamindars) has been embodied, expressly provide that the "settlement" shall be with the holder of the clearing lease, if he accept it, and it is freely admitted by the zamindar that his tenure is in perpetuity with the customary exceptions. The whole question is discussed at some length in the chapter on 'Headmen in Khas Porahat.' (Chapter IX).

54. Throughout the pargana, therefore, the headman is entitled to hold his village in perpetuity on payment of the rent. His rent is, however, subject to enhancement. Pattas and kabuliyats by modern practice are exchanged between headman and zamindar, the significance of which is that the rent at the periodical 'bandobast' or assessment is payable without further enhancement and without deduction on any grounds for a certain period. The pattas in the vast majority of cases did not create the tenures, nor are they essential to the continuance of the tenure of the existing headman's family. Indeed, in the Kolhan Pirs of Khas Porahat pattas have only once been issued. The pattas, though the alien word 'thika' occurs in them, because the first pattas were drafted to suit the conditions of a few exceptional villages in Chakardharpur Pir, are not terminable leases of the village, but agreements that the rent of the permanent tenure shall be temporarily fixed, combined with a more or less detailed exposition of the rights and duties of the headman in dealing with the other cultivators. The English term 're-appointment' and 'resettlement' are accordingly inapplicable, since the existing headman holds continuously *ad culpam*, successive 'settlements' affecting him only in enhancing his rent. It is indeed now customary to give a new patta showing the new rent payable, but such pattas are not essential, being originally given by Government for its own convenience, and it is only in exceptional cases, such as in some villages in Anandpur, that the tenure of the headman is created by patta. In such cases in Anandpur, a new patta is not required after a reassessment and save in very exceptional cases new pattas in that estate have never been given. In Kera some of the headmen have no pattas, but both zamindar and headmen admit that there is no distinction in status between headmen who have, and headmen who have not, accepted pattas.

55. The period of the pattas has expired in all the estates except Anandpur, where the pattas were not for a specified term. The issue of the new pattas has been delayed pending completion of the present enquiries. The zamindar of Khas Porahat in 1903 issued *hukumnamas* for one year showing the amount of rent due. The fundamental conditions of the former pattas are similar in all the zamin-

Contents of the pattas (Q. 17).



daris—distinctions in minor points are due partly to insignificant differences in local customs, but chiefly to the fact that the pattas of some estates go into more detail than the pattas of other estates. In Khas Porahat the patta for the Sadant Pirs was extended in 1880 to the Kolhar Pirs and to Bandgaon, though the proposal was to issue a patta in the same form as in the Government Kolhan. Pattas in the dependent zamindaris imitate the pattas of Khas Porahat in their provisions as well as in their origin. The Kera patta was drafted by the Commissioner, and the Chainpur patta was issued when the estate was under the Encumbered Estates' Act. In Anandpur the old pattas were much less explicit than pattas which have been issued since the estate papers were burnt ten years ago. In all the pattas the first and chief condition is the punctual payment throughout the period of the assessed rent under deduction of the customary share of the headman, without any excuse for fault, fever, flood or drought. (2) Default in payment might entail on the headman the loss of the tenure and the sale of his movable or immovable property to the value of the deficit. (3) Under orders of Government a provision was inserted in the 1880 patta issued in Khas Porahat and Bandgaon that a headman might be ousted for any kind of misconduct, and this was followed in the other estates. (4) Police duties according to custom are enjoined, rasad is to be supplied to troops and officers, and in Khas Porahat loyalty to Government is also a condition. (5) The conditions are laid down on which alone the headman might realise rent on reclaimed lands, and he is enjoined not to interfere with the lands of the tenants, and (in some pattas) with their trees. These conditions were inserted in the patta to meet a state of affairs which had arisen among a few diku headmen of the exceptional class "who hold for profit," as they were entirely inapplicable to the aboriginal villages which preponderate in the pargana and to many diku villages of a khuntkatti character, in which there was never any interference with a villager's holding, unless it transgressed the village rules, and in which no land in the village was ever given to an outsider except rarely under sanction of a panchayat of the villagers. As the headman who held for profit arrogated to himself the functions of the panchayat, just as the zamindar has recently done in some villages (§49) abuses arose when what was by custom willingly submitted to for the common welfare, was sought to be continued for the profit of a private beneficiary. In Kera, where the people were on bad terms with the zamindar, the patta goes some distance in the direction of a record-of-rights, since it details all the payments which can be demanded by zamindar, and deals with the right of tenants to take jungle produce free of cost, to reclaim land without permission, and other important matters including dakati. In Anandpur many recent pattas of headmen detail all payments and dues renderable, and on the strength of the engagement with the headman, such payments and dues were, in accordance with the local custom, and in incipient village, still are, taken also from all the other tenants of the village. It is obvious that if the headmen were mere servants of the zamindar, they could not bind the other villagers.

Customary duties of the Headman  
(Q. 24).

56. The duties of the headman, through the pargana, are as follows:—

- (1) To pay to the rent-receiver the whole amount of the assessed, less his own share of it, and, where there are Mankis, less the Manki's share. Recently the headmen in the three encumbered estates have also been asked to collect road-cess from the tenants, and they receive the same percentage in respect of it.
- (2) To arrange for the supply of rasad and coolies to officials on tour, and of rasad to troops. Payment must, of course, be made at the usual rates.
- (3) To send the chaukidar of the village to the thana to report any offence which has occurred in the village.
- (4) To prevent bad characters from settling in the village.
- (5) To prevent injury to the boundaries, waste jungle and trees of the village.



In addition to this, the headman in the Sadant Pirs of Khas Porahat and some other parts takes the villagers to repair the nearest school. In Kera, he is also liable to supply labour to carry timber from the jungle for the zamindar's use on payment of the wages of the labour at current rates. In the Kolhan Pirs of Porahat the chaukidari system having been discontinued, the mundas must now presumably send some other person to the thana as they did before chaukidars were introduced, no slight consideration as distances are very great and travelling most difficult. The headman cannot transfer his

Headmanship not transferable. right to the headmanship. The meaning of this is, that he cannot dispose of it by sale, mortgage or gift, for it is quite in conformity with custom that the son of a headman or another member of his household should perform his duties on his behalf. Indeed, custom everywhere countenances the association of a "juridar"

But a juridar may be assumed. headman who performs some or all of the actual duties, on terms arranged between him and the headman, the latter continuing to be personally responsible. The headmanship is not by custom divisible. In one case each

Headman's tenure is not divisible. in Porahat Pir, Kera and Anandpur, diku villages were partitioned among the heirs, but their claim in the two last cases was that they held on special pattas dating from about 1828.

School pancha. School pancha used to be collected by the headmen in the Sadant Pirs of Porahat and Chainpur. It was a voluntary contribution dating from 1868 of one-third of the cost of maintaining three vernacular schools in Khas Porahat. It has recently been discontinued as unrealisable, the cost being now borne by Government funds with a subscription from the zamindar.

57. The statement in Appendix V shows the number of headmen who are of the original family of the village. In the Kolhan Pirs of Khas Porahat the proportion is above five-sixths of the total number of headmen.

Headmen who are descendants of the original settlers (QQ 20-21). Of the remaining one-sixth almost all come under two classes (1) mundas whose family has resettled a village deserted from fear of wild beasts, particularly wild elephants, after it had relapsed into jungle, or (2) mundas who have been selected by the bhuinhars or reclaiming family, because, having themselves become impoverished, they could not "feed the chaprasis," or because they did not know Hindi. In the Sadant Pirs, there have been very few changes of family since 1858, when about two-sevenths of the villages were resettled by new headmen introduced on the desertion of the inhabitants. The six cases in Bandgaon where the headman is not a bhuinhar are accounted for by two desertions, one village held by the zamindar, and three villages held by headmen who had been duped by Sukhlal Singh into taking illegal mukarri of the villages and who were left in possession in commiseration. In Kera, of 68 headmen, 37 aboriginals and 11 dikus belong to the original family of the village. Of the other twenty, some owe their present position to the action of the Encumbered Estates Department. In 1903, after the rent settlement, the Manager, under a misconception of the rights of headmen who have not only by custom, but even under the Kera pattas, a right to continue in the tenure, endeavoured to reduce the estate to the dead uniformity of one headman to each village, retaining only the person who appeared most suitable. Others owe their tenure to the former Mankis whom the zamindar outwitted, and a few were forcible appointments which have proved most disastrous. In Chainpur the proportion of outsiders is due to the new appointments in the portions of Khas Chainpur which were hitherto khas. In Anandpur many headmen from Ranchi took up deserted or half-empty villages, and are actually responsible for the greater part of the cultivated area, particularly the low rice lands. Throughout the pargana, of the headmen who belong to the original village family, very few indeed, and of others, by no means all, "hold the villages for profit." Among the aboriginals practically without exception, whether the headman is of the village family or not, it is a matter of the utmost concern to headmen and cultivators "to hold the village intact without allowing it to fall into the hands of persons having no connection with it" (Board of Revenue's No. 215 of 1st April 1879), and the same is true of diku villages when the headman is of the village family, or a very old cultivator within the village,

58. Throughout the pargana succession, after death or resignation, is by lineal primogeniture of the strictest character.

Succession (Q. 23).

The eldest son succeeds; and if he has died, or is unfit or declines, the succession devolves on his heir, that is, on his son, or if he has no son, on his younger brothers in order of seniority, or failing brothers, on his father's brothers or their heirs male, and so on. Bodily or intellectual incapacity of a pronounced character constitutes unfitness, and it is admitted that a bad character could not succeed, but no case could be found where character had been a bar to succession. What actually happens is that the late headman's family persuade the defective person to decline the headmanship, so that there may be no danger of the tenure passing from the family owing to his inefficiency, but there is no selection of the most suitable member of the family on each vacancy. It is, however, possible to lay too much stress on 'unfitness.' The rule never operates to defeat the claims of the family. Blind, deaf and lame headmen are found whose relatives work on their behalf. Permanent non-residence is generally a disqualification; no one can be a headman who is not a *bona fide* cultivator in the village, and no non-resident, who is not of the original village family, may be headman at all. But a person is not considered non-resident with respect to a 'bechappar' village, or a village adjacent to or formed out of his own village, or a village which he himself or his ancestor has brought under cultivation without residing in it. There are other reasonable exceptions to this rule as to non-residence in its absolute form, especially in diku villages where the original method and object of settlement is the criterion when the claim of a descendant of the original village family is concerned. Among Hos and Mundaris there is a separate resident munda for each village except where villages are mere fiscal subdivisions. Here also it is a question of the history of the village. As regards sex, the general rule is that it is a disqualification, especially among aboriginals, but exceptional cases are found where a sonless widow has been allowed to retain the tenure during her lifetime, being succeeded by her husband's heir. Such cases are analogous to the custom as to tenure of land by a sonless widow among Mundaris. In three instances, sons-in-law have succeeded in the absence of sons, but this is decidedly contrary to custom, and never happens among aboriginals.

Disqualifications.

(1) "Unfitness."

(2) Non-residence.

(3) Sex.

59. After a headman has been 'dismissed' (the term is somewhat unfortunate) for misconduct, which includes arrears, the rule everywhere, except in Anandpur, is that a successor must be chosen, and chosen from the village. If the headman ejected was a member of the original village family, the succession is limited to that family, and is made usually from another household, a brother, nephew or cousin being selected; but sons also have succeeded in such circumstances. Indeed the present mundas of Birsaite villages are nearly all sons or other relatives of the mundas 'dismissed' for complicity in the rising. In Mundari khuntkatti villages, except broken villages in Anandpur, the munda must be a Mundari khuntkattidar so long as one remains in the village, unless all decline the position, a practically impossible contingency. The reason for the choice from the village family which is frequently exemplified in Khas Porahat, and is admitted in Kera, Bandgaon and Chainpur, is that all the heirs of the original settler have a reversionary interest in the headmanship which cannot be forfeited merely because a headman who by accident of birth temporarily represents the family, happens to be inefficient. It is a part of their 'khuntkatti haq' which has not been shared with other members of the community even of the type whom Field calls 'khudkast.' It must not be forgotten that the zamindar's sole connection with the village is as a rent-receiver, and that it is no concern of his from whom he receives the rent provided he receives it.

After an ejection the new headman must be a villager, generally a member of the village family. (Q. 30.)

Indeed the only possible reason why a zamindar should contest this custom, is that he desires to treat the headmanship as an article of commerce, such as it certainly is not, sell it for salami to the highest bidder without regard to the effect on the persons chiefly concerned, and thereby wrongfully appropriate or destroy a right of the villagers. In the improbable contingency

of all the members of the village family being 'unfit' (§ 58), or if the last headman was not of the village family, the successor must at least be a villager and resident; but in most aboriginal villages, the munda must always be an aboriginal of the particular tribe which founded the village or predominates in it. The reason for this is obvious. It is a matter of life and

And in aboriginal villages always an aboriginal. death to the aboriginal community, since with a diku headman they will certainly be presently driven from the village, or at least from the best

lands in it. In Edelbera in Porahat Pir the zamindar recently 'dismissed' the Sonthal headman on very doubtful grounds. He then took a large salami (as he did in Lonjo also, though (§ 39) it is contrary to his indenture) from his Kurmi muharrir and made him headman though he had no cultivation in the village. Now, even if the zamindar had the right to appoint a head man, the appointment was itself monstrous with 34 aboriginal cultivators out of 41. The villagers were not consulted at all, and protested in vain, entreating that if the zamindar insisted on making the appointment, he should at least appoint an aboriginal. The muharrir went to the village and at once demanded one plot of land from each raiyat. He then grabbed the holding of a raiyat who had left the village, though that raiyat's nephew had a clear claim to the holding. In practice the aggrieved have, of course, no remedy at all.

60. A successor to an ejected headman is nominated by the whole body of villagers in panchayat. The selection has to come to be subject to confirmation by the zamindar, who may reject the nominee for the usual sort of unfitness (§ 68) but for no other reason. The headmanship is not an article of commerce at the disposal of the zamindar, nor can confirmation be withheld for trivial or whimsical reasons. In the

Method of selection after 'dismissal.' Confirmation of zamindar (Q. 30).

Peculiarity of Kolhan Pirs and Bandgaon—it is doubtful if zamindar's approval of a nominee is required there.

Kolhan Pirs and Bandgaon where the mundas have police duties, the approval of the Manki is also required, as he is responsible for the rent of their villages. The khuntkattidars and tenants of those pirs claim that, in view of the position of the Manki, who is responsible for the payment due to the zamindar, confirmation by the zamindar also of a particular member of the village kili from which the munda must be chosen, is not necessary. It is quite certain that till a very recent period, neither Manki nor Government, whether in its executive capacity or as rent receiver, had any voice in the selection of the munda. Government assumed a certain control over the mundas in view of their police duties, but the munda selected by the villagers was never rejected, and the control was confined to the assertion of a claim to approve a munda who succeeds after an ejection for misconduct. Such approval, however, was merely formal. The zamindar of Bandgaon states that his villages change their mundas at their own pleasure without any reference to him. So long, therefore, as the Manki retains his present position as a part of the old Mundari or He organisation and is practically independent of the zamindar, his assent is required to a change in the household of bhayads which holds the mundaship, but would cease to be required if he became a mere servant of the zamindar. When the Manki has acquiesced, the appointment of the munda is complete unless the zamindar or Deputy Commissioner signifies disapproval on the usual grounds of unfitness. As no 'parja' can be munda while there is a Mundari khuntkattidar in the village, it is obvious that the recently acquired and very restricted right to disapprove of the nominee of the villagers, cannot be utilised by the zamindar so as to eliminate everybody but his own choice. It should not be forgotten that in these pirs the zamindar's right to object, such as it is, is recent and exceedingly restricted, and its very existence is due to the unusual combination of the functions of rent receiver and the administrator, and to the analogy of the Government Kolhan. The zamindar has of course no right whatever to appoint mundas. The right he has acquired by usage where he had originally no right at all, is at its very highest to object to a particular individual and only on certain well-defined grounds. No cases of the exercise of that right in these pirs have been found.

61. In Anandpur the procedure in the exceptional Mundari khuntkatti villages, where the headman has always been of the village family, follows the Mundari custom of the Kolhan Pirs of Porahat except that there is no

Manki. In other villages the zamindar may instal any headman he pleases, or keep the village khas for a period. The development of Anandpur is recent, and on somewhat different lines from the rest of the pargana. Many of the villages have been reclaimed, on written clearing-leases granted to outsiders from "Nagpur" (Ranchi) and Manbhum as well as Singhbhum. When holders of clearing-leases gave up heart, as not infrequently happened, and deserted the village, the village was not, as elsewhere, given practically at once to a successor. It generally remained khas for some years, and it was exceptional to make a villager headman. At the same time though some villages are held khas, the custom of the estate is that villages should be held by headmen, only one-seventh of the total number, most of which are near Anandpur, being khas. In 1859 all income-producing villages, except Anandpur, were held by headmen. The pattas to headmen grant a tenure hereditary and perpetual *ad culpam*, and they do not require renewal. The clearing leases again imply that there will be a headman when settlement of the village is made after the expiry of the lease, even if the leaseholder declines to accept settlement. But after a dismissal in diku and new villages, the zamindar has the right to appoint the new headmen, and his choice is not restricted to the village. He may also hold the village khas. It would be an abuse of custom to hold more than a small proportion of the villages khas.

62. 'Ejectment' or 'deposition' rather than 'dismissal' is the appropriate term. A headman can, by custom, be ejected from his tenure which is thus not absolutely permanent. But he can be ejected only for certain special reasons, relating to the zamindar, the State and the other tenants. As regards his relation with the zamindar his tenure is in perpetuity only on payment of the rent. He may, therefore, it is freely admitted, be ejected for non-payment. In reality, the ejectment solely for this cause will always be most rare. Under Government the ejectments for arrears in Khas Porahat and Bandgaon did not exceed two per cent. in thirty-six years, and in Anandpur there have never been any ejectments for arrears, except in two instances, where a mukarrari title was claimed. In the Kolhān Pirs of Khas Porahat arrears never occur. In fact the number of ejectments on this plea is an accurate index of the relations between zamindar and headmen. If no unlawful exactions are made, the headman will never fall into arrears, as it is the common concern of all the villagers to prevent outsiders from entering the village on any pretext. The dewan of Anandpur who has also had long experience in Kera, and whose father made the 1880 settlement in Khas Porahat, insists that the headmen in the pargana never fail to pay the whole of the rent punctually, unless they are oppressed. But incessant exactions from headmen and raiyats by unprincipled subordinates on their own behalf, or for necessitous or inconsiderate zamindars, who really have no right to appear inside the village, must make themselves felt, as they have recently done in Khas Porahat where the proprietor has himself appropriated the intermediate income on new cultivation, exacted abwabs and bebbegari, and where his subordinates are constantly complained against, and as in Kera, where the disqualified zamindar with ill-paid servants is left in an ambiguous position but with the prestige of the Deputy Commissioner to support him in enforcing unfounded claims to payments which are already consolidated with the rent paid to the Manager of the encumbered estate. It is true that the zamindar cannot now sell up the agricultural land of a defaulting headman in liquidation of the arrears of rent for the village, but in the present state of Khas Porahat the extra security is not required if the headman is a hereditary tenant, while if outsiders are introduced, no amount of security will suffice. But besides the payment of rent to the Raja of Porahat as zamindar, the headmen were bound to render "obedience to the Raja" as head of the State. The present zamindar is not the State. Several clauses in the patta represent obligations of the headman to the State.

The custom in Anandpur. (Q. 30.)

Ejectment. Q. Q. 27, 28, 29.

Only for certain well defined reasons.

ment of the rent.

(a) Non-payment of rent to the rent-receiver.

Arrears practically unknown in a well regulated estate.

(b) Serious misconduct.

By the orders of Government in 1879 this custom was entered in the Khas Porahat patta, so that it might be made clear that the headman might be ejected

(c) Oppressive treatment of the tenants.

for serious misconduct of any kind. Similarly he may be ejected if he is oppressive in his relations with the raiyats or khuntkattidars. This of course follows in most villages from his position as *primus inter pares*, while in the exceptional villages where his position is more independent, it is the invariable rule, in many instances embodied in the patta, that the headman is subject to the same custom in this particular and has duties to his fellow-cultivators in regard to whom he must act strictly according to the custom of the village. An ejectment in Kera under the orders of the Deputy Commissioner as Manager of the encumbered estate for oppression of the raiyats has recently been upheld by the Judicial Commissioner. The sole object of the custom is the protection of the tenants or co-owner cultivators of the village from any attempt of the headman to aggrandise himself at their expense. It is not a device to enable the rent-receiver, under colour of correcting a minor evil, to improve his own position at the expense of those on whose behalf the custom exists. The result of an ejectment for this cause, even if it takes place at the instance of the rent-receiver, is not to place the village at his disposal since, if he imposed the highest bidder on the village, or exacted salami, or unusual conditions from the new headman, or even kept the village without a headman at all, the position of those for whose benefit the ejectment was made would be many times worse than before.

63. As to ejectment for arrears, the interpretation of the local custom given in the draft patta of Mr. Taylor was generally accepted. If any kist is in arrears for a year, the headman may be ejected, interest being taken on the arrears. An objection which might be urged is that now that a headman's land may only be sold for arrears of its own rent, there is no security. This, however, is not a practical objection, since, as I have said, apart from oppression by the zamindars, there are never any arrears. Under the management of Government, it was not till several notices had failed to secure payment that the headman in Khas Porahat was ejected, so that the interpretation of local custom as to the period of grace is reasonable, and interest on arrears was not realised, though the cost of the warrant of realisation was. The agent of the zamindar admits the custom as now interpreted. In Anandpur, where the tenures have a different history, three years' grace was claimed, but a fair interpretation of such custom as exists is, that, while in ordinary circumstances the practice there is the same as in the rest of the pargana, if arrears should be due to failure of harvest, and consequent inability to collect, the headman in Anandpur does not incur forfeiture of his tenure if he pays up the arrear within the period of one kist more, so that he has another crop to go on.

64. The most important point, however, is that throughout the pargana, with certain exceptions in Anandpur, and with the exception of the head-quarters villages of each estate, such as Porahat, Chakradharpur, Kera with Patna, Chainpur, Anandpur and few, if any others, there must by custom be a headman in each village. *Primá facie* this would seem reasonable, when two of the three causes for which a headman may be ejected have nothing to do with the zamindar (§ 62). Again, when Khas Porahat was regranted, every village had a headman, and during the whole period when the estate was under Government, no village was ever khas, for if one headman was ejected or absconded or resigned, another was forthwith installed. Under the Porahat Raj, the position was the same. No village was khas, except the two capitals. In each case the village was held either by a rent-paying headman or by a khorposhdar or chakrandar or paiks who rendered services in lieu of rents, paying also certain dues or a lower rate of rent, and who were to all intents and purposes headmen, their village sometimes being their own khuntkatti. At the present moment there are headmen in all villages in Kera, in Jaggernath Singh's khorposh grant, Bandgaon, and Chainpur, each with one exception, and in all the cultivating villages of the Kolhan Pirs of Khas Porahat. Similarly the custom in Anandpur is that there should be a headman in each village, though owing to

On "ejectment" a new headman must be installed.

its peculiar development, villages there have frequently been thrown on the zamindar's hands. In Khas Porahat the zamindar has in the past few years instituted a new régime by holding villages khas on the plea that the terms of the pattas have expired (§ 49). The plea that the tenures of headmen in

Headmen cannot be "abolished" in Porahat.

Porahat are held solely under the pattas is quite baseless (§ 53). The headman's tenure, like a ghatwali tenure, could not be abolished even if the zamindar enjoyed the full right to appointment. For one thing, the zamindar is but one of several parties concerned with the headman, the others being Government in its executive capacity, and, most important of all, the tenants of the village to whom his importance as the representative co-owner of the village, and as a buffer between them and the zamindar, cannot be over-estimated. In addition to these considerations, he is a vital part of their organisation. The zamindar from time immemorial has in this pargana, as in Kharsawan, Seraikela, and to a great extent in Dhalbhum, had no dealings with the tenants of the village, save as a receiver of rent through the medium of the headman. As has been said above, Porahat was settled by communities, sometimes one family, sometimes more, who were joint owners of the whole village they established, and the headman is the representative of the joint owners, who are entitled to deal in their corporate capacity with the zamindar, as they have done from the outset, through the headman. It is not for a zamindar to say that because one 'leader' is unsuitable, there shall never be another. He is bound to accept a new headman since the new headman does not acquire from him. The fact is that the village is not at all an article of commerce belonging to the zamindar, the organisation of which he can alter for his own profit. It is, especially among aboriginals, a single community or corporation dealing with the rent-receiver through its hereditary head, whose relations with the other members of the community in respect of the internal affairs of the village are regulated by custom, so that in most matters he cannot act without consultation with them. On the other hand, the headman, as manager of the village community, (or in exceptional cases on his own behalf) is a tenure-holder in his relations with the rent receiver, and even if one headman be inefficient in his triple relations with zamindar, State and tenants, the zamindar alone cannot abolish the whole organisation, merely because the *nālā* which has taken the place of the *mān* land is payable out of the rent of the village any more than the patron of a living could decline to present to it, merely because he desired to appropriate the stipend. Even modern clearing leases embody the custom of the pargana, and imply that there will be a headman even though the holder of the clearing lease should decline to accept the tenure.

65. Headmen are in no sense servants of the zamindar. By local custom

they are tenure-holders. In deciding the question whether a tenant is a "tenure-holder" or a "raiyat," local custom is, as Sir Steuart Bayley remarked in one of the debates in Council on Act VIII of 1885 (Selections p. 483), the first thing the courts are to look to. Whether the headman founded the village by establishing tenants on the jungle land which he had acquired (on actual agreement

(1) by local custom.

or on the tacit understanding prevalent in the estate), or whether the first headman was the leader of persons who jointly acquired the village with a *khuntkatti* intention, he and his successors in interest have for many generations held as against the zamindar the village under a right (which is hereditary and permanent *ad culpam*) to collect the rent and to establish new tenants upon it. The extent of the village, too, is presumptive evidence, that the headman is not a mere raiyat. There has in fact never been any doubt that by local custom headmen in Pargana Porahat are tenure-holders of their villages—the only point raised being whether their tenures in Khas Porahat are permanent, or whether they hold by virtue of terminable leases, and I have already shown above that the permanence of their right to the village is independent of leases. The conditions under which they hold leave no room for doubt as to their status—since either on their own initiative, or in consultation with the other tenants, and in all cases independently of the zamindar, they may settle the waste lands with new tenants, they are responsible for the periodically assessed rent through, out the period without any increase on extension of cultivation or remission for

*fauti ferari*, etc., and the zamindar is not entitled to interfere with the internal

and (2) comes also under the definition in most cases,

management of the village. Where they came within the description given in section 2(p) of Act I (B.C.) of 1879,—it is a description of what a “tenure-

holder” primarily is rather than a definition—the case is still stronger. (a) It is obvious that headmen who, as in Anandpur during the past thirty years, established villages on clearing-leases, come within the definition as they acquired the

especially all non-khunkatti headmen.

land to establish tenants on it, and continue to hold it for the purpose of collecting rent and establishing more tenants upon the remaining waste. (b) Again

headmen, who, as in the Sadant Pirs of Khas Porahat and Kera, acquired established villages for the purpose of collecting rents for their own profit also fulfil the definition. (c) A number of headmen in the same pirs whose original purpose in establishing the village may have been khunkatti rather than landlording, have, by aggrandising themselves at the expense of the village community, and with the acquiescence of the zamindar, become in practice holders for profit, and on a level with the preceding class. In all those cases the headman does not consult the other tenants in settling waste or vacant lands, and takes intermediate rent on new cultivation. (d) In the other cases of khunkatti settlements of the Porahat type, where the principle of joint ownership is practically intact, and the headman settles waste or vacant lands in

Intact khunkatti villages of the Porahat type.

consultation with the other villagers, usually taking no intermediate rent for new cultivation, his position as tenure-holder *quoad* the zamindar depends upon

local custom rather than on the definition. He is in fact tenure-holder as the representative of the whole community which owns the village. The position is curious and justifies a reservation that such villages, like Mundari khunkattidari tenancies, are neither tenures nor holdings, but partake of the nature of both. The village is in effect ‘the tenancy’ of the community, and the headman is the rent-collector from the members, who does not acquire directly from the zamindar as a tenure-holder ordinarily does, whom, as hereditary headman, the zamindar is bound to accept, and who receives the percentage of the rent as their manager for his own personal trouble. Similarly all Mundari khunkattidari tenancies may now be classed into quasi-tenures and quasi-holdings, according as they satisfy the first or the second part of the definition. The munda, when he is also a Mundari khunkattidar of his village, is therefore, the representative of the quasi-tenure-holders of the village if the village is intact. (e) In all the cases of khunkatti villages, however, if the joint ownership be considered broken, the headman is not only a tenure-holder by custom as in the cases stated in (d) but also under the definition. He approximates to class (c) above because he holds the land to collect the rent, and, though it be as one of many co-parceners, to settle the waste. By local custom, all headmen are undoubtedly tenure-holders in relation to the zamindar, and all that can be said of the definition in respect of class (d) above is that it is not exhaustive nor appropriate to the circumstances. The holder of the precisely similar bhuinhari tenancy registered under Act II of 1869 is actually a tenure-holder under the definition.

67. If a headman absconds or resigns, the succession devolves on the person

Effect of resignation on succession.

who would succeed at his death. No incumbent can resign into the hands of the zamindar so as to defeat the reversionary claims of others, or to enable

the zamindar to hold the village without a headman, since the tenure is no more transferable to the zamindar than to anybody else.

68. As to the effect of departure from custom, it is, apart from the question of right, exceedingly bad for a village to

Consequences of ignoring custom as to succession of headman.

have a headman imposed on it who is an outsider, or even one who is not a member of the village

family; it is many degrees worse if the village is held khas, but that a zamindar whose estate is being managed under the Encumbered Estates Act should be allowed to hold a village khas, is worst of all. Yet, in two instances, this has been permitted, or, as it has been put, “the zamindar (or his son) is appointed headman of the village.” The reasons against such an arrangement are too obvious to require recapitulation. The advantages (except to the zamindar and his retainers) are, and can be, none.



69. The headman is "entitled by custom to receive a receipt for payments made by him to the zamindar or tenure-holder under whom he holds". This has nowhere been denied, and in the Anandpur pattas, for instance, there is a provision that written receipts will be granted. But the zamindar of Khas Porahat has recently failed to grant receipts, on the untenable ground that the headmen are merely his "collecting agents called thikadars" until they enter into written engagements with him. It has been shown, however, that the patta or engagement affects the tenure of the headman only in regard to fixity of rent for a certain period. Now, "tenant" includes "tenure-holder," and under section 12, Chota Nagpur Tenancy Act, "every tenant who makes a payment of rent ... to his landlord (section 2(e), Act I of 1879), shall be entitled to obtain forthwith from his landlord or his agent a signed receipt for the same" in the prescribed form, and if without reasonable cause such receipt is not granted, the landlord is subject to the penal provisions laid down in the third clause.

Headman is entitled to a rent receipt.

70. As regards the tenants, the headman is not only in the majority of cases the president of the village republic, but in all cases 'landlord' under Act I (B.C.) of 1879. The tenants hold "immediately under" him as tenure-holder or as manager for the village community as a whole, and not under the zamindar with whom they have no direct contact. The settlement of waste land has never been reported to the zamindar, and indeed the matter does not concern the zamindar till the subsequent assessment of rent. Similarly, as he is responsible for the whole rent of the village to the zamindar, whom it does not concern whether any portion of the village is or is not occupied, he is "the person entitled to the rent of the land," and consequently to notice of relinquishment which alone concerns him. Again, as hereditary tenureholder he is the "landlord" under section 10 B(2) Act I of 1879, and his consent in writing is required to the transfer of a holding.

and entitled to notice of relinquishment (Q 46) and to give consent to transfer of holding.

71. By custom the zamindar receives during the period of settlement the full amount of rent assessed on the village without deduction or enhancement on any account. The headman cannot plead *fauti*, *ferari*, flood or drought, to excuse failure to pay the full amount. Similarly, where rent is realisable by village custom on new cultivation which has been reclaimed during the period of the settlement, that rent belongs, till the next settlement, to the headman. As a matter of fact, such rent is hardly ever taken in aboriginal villages, and rarely in diku villages. The period for which the rent was fixed at the recent Rent Settlement was fifteen years, from 1st April 1903, and during that period the zamindar is by custom entitled to no increase of the rent payable for the whole village. The zamindar of Khas Porahat however has recently, in his endeavours to break down all customs, (1) not only assessed new cultivation for his own benefit within the period of settlement contrary to the customary rights of the headmen, but (2) assessed it at full rates, contrary to the rights of the cultivators who by custom either paid at one quarter rates after the fifth year of cultivation, or held rent-free till the ensuing settlement, and (3) revised Mr. Taylor's classification in his own favour enhancing rents (nominally, but not really, by consent) in defiance of the orders of Mr. Taylor by which the rents on the holdings were fixed for 15 years under section 24, Act I (B.C.) of 1879, and in spite of the fact that the Deputy Commissioner refused to alter Mr. Taylor's finding. If complaint is made, a remote contingency, the zamindar is liable under section 11 of the Chota Nagpur Tenancy Act for levying "money in excess of the rent legally payable." As regards the headman, the enhancement is in defiance of the conditions under which he holds his practically permanent hereditary tenure.

Recent exactions in Khas Porahat.

72. The "remuneration" (a term not quite appropriate) of the headman consisted in holding free a certain proportion of the land of the village. This *mān*, *minhāi*, or *māniya* land (§ 33) was, in practically all cases his own ancestral reclamation, as we

Remuneration. (Q. 34)



find in recently established villages in Anandpur.\* Theoretically, remuneration by land is always popular, but in view of the inappropriate provision as to *mān* in the local rent-law, one was not surprised to find that the headmen in Anandpur felt distinct relief when their *mān* land, which they had reclaimed, but held rent-free as "remuneration", was recently assessed to rent as 'prajali'. Before the novel provision in Act I of 1879 became applicable, the custom was the reverse, for in 1841 the headmen demurred to the assessment "of their *maniya* lands, of which they maintained there was no possible pretence on which a right of assessment could be founded." (§ 34). In that year, however, the headmen in Porahat received, in lieu of the *mān* land, a share of the rent calculated at Rs. 2 per *hal*, equivalent to about one-eighth of the rental. In Anandpur, we find up to 1857 a "pradhan-hāl" of half a local *hāl* or six bighas, which, however, in larger villages was somewhat greater. In 1858 the remuneration (*minhāi munda nālā*) both in the Kolhan Pirs and in the Sadant Pirs of Porahat is found to be one-sixth, as in the Government Kolhan, but since 1860 it has in Khas Porahat, including Bandgaon, been ten pice in the rupee. In Kera, where the *prathani minhāi* continued to be one-eighth of the rent, two pice extra was voluntarily added by the zamindar in 1880. In Chainpur, the rate has recently been made 2 annas in the rupee instead of Rs. 11-15-7 per cent. as formerly. In the encumbered estates the headman now by arrangement collects road cess also, and receives the same percentage. In Anandpur the *mān* system prevailed till 1903, when the *mān* lands were assessed to rent, and *nala* fixed at ten pice as elsewhere. The zamindar, however, considers two annas sufficient, and the result is that though ten pice has been paid in many villages, nothing has yet been paid in others pending final agreement on the subject. The majority of headmen in that estate will not hear of a return to remuneration by *mān* land. Under the Khas Porahat patta the headman was to 'take,' that is to deduct his *nālā*. Recently the zamindar, for purposes of evidence, makes the headmen pay in the full amount, and then hands back the *nālā*.

73. The headmanship in this pargana is a reclaiming tenure. Among dikus and aboriginals interspersed with them, the original headman, generally acting for a number of associates, but sometimes for himself alone, having acquired the land, usually jungle land, under a written, verbal, or implied concession, reduced to cultivation suitable portions of it by his family and kinsfolk, and in some instances incidentally settled raiyats upon it. In the Kolhān Pirs, Bandgaon, parts of Anandpur, and probably portions of Kera, aboriginal village communities were owners of the soil in times anterior to the influence of the Porahat Rajas, and subsequently paid at times a nominal tribute to them. In both cases the headman is now a 'tenure-holder' both by custom and under the local rent-law, in relation to the rent-receiver, but the rent-receiver is not the owner of the soil of the village except where it has recently been reclaimed on special terms. The present headmen are in three-fourths of the villages descendants of the founders of the village and in half the remainder they re-settled deserted villages. The headman's tenure involves not only payment of rent, but special duties to the State, such as were commuted in the case of the Bandgaon zamindar in 1881. As regards his tenants, while the headman is in some respects 'landlord' under Act I of 1879, he is in other respects in all aboriginal villages, and in many diku villages, (generally but not exclusively in diku villages where he is one of the hereditary raiyats) only *primus inter pares* or president of the little republic of villagers, bound to consult them in particular cases, which are disposed of in accordance with customary rules, and representing them in all matters connected with the village, so much so, indeed, as to be able in 1896 to promise on their behalf a benevolence of the rent of one year or kist, to meet the cost of building a house for the zamindar of Khas Porahat. The headman must not retain more than his fair share of abandoned lands. The chief complaint against diku headmen brought in from outside, is

\* It is, therefore, strange to find in section 6, Act I (B.C.) of 1879, that *mān* is among the classes of land in which a right of occupancy is not obtainable. Obviously the *mān* in which the holder's ancestor had by custom a right of occupancy before it became rent-free, because he had himself reclaimed it, should be distinguished from land which is now held rent-free, but in which the holder or his ancestor has never had a right of occupancy.

that they override custom in this matter, and it is accentuated where the zamindar has contrived to arrogate to himself the functions of the headman. The chief difficulty in explaining his position lies in the fact that such alien words as 'commission', 'remuneration', 'zamindar,' 'office', 'official', 'settlement', 'lease', 'appoint' are inappropriate and dangerously inexact. (For similar reasons it was found necessary to define a "Mundari khuntkattidari tenancy" as neither a 'tenure' nor a 'holding'.) But while the village does not belong to the zamindar, neither is the headman the owner of it. The zamindar has a rent-charge on it, but the owner in many villages is the community, the relations of headman and tenant being determined by custom and the history of the particular village, the right of raiyats being less for instance in diku villages as a class than in aboriginal villages, and least in villages in the Sadant Pirs of Khas Porahat or Anandpur, where the headman was an outsider introduced during the Mutiny or afterwards. The headman's tenure is in perpetuity, and heritable by rules of lineal primogeniture, with provisions for minority and unfitness. It is not divisible nor transferable. On the other hand, the headman may be ejected for misconduct in relation to the tenants, the State or the zamindar, but practically everywhere custom, and the rights of the State and tenants, entail the immediate appointment of a successor, generally from the original village family, always from among the villagers or a particular class of them. The patta is not necessary to create or continue the tenure, being merely an engagement as to the amount of the rent of the village and the period for which it is fixed. Remission or enhancement of rent is not possible during that period. The zamindar has nothing to do with the internal affairs of the village. He is a receiver of rent from the village as a whole. The headman receives a portion of the income of the village and is responsible for the whole rent. The rate of rent for a new period is assessable by panchayat or under the rules of law on the subject.

### III.—KHUNKATTIDARS (Q. 36—37.)

74. The Mundari race in this pargana inhabits Bandgaon and the ranges of seven of the ten Mankis of the Kolhan Pirs of Mundari khuntkattidars\* (Q. 36). Porahat, and extends into Anandpur and into Saranda in the Government Kolhan. Practically all the villages within the Mundari zone were originally intact Mundari khuntkatti foundations, or offshoots from them. Mundari khuntkattidars have been recorded in 34 villages in Bandgaon, 176 in the Mundari pirs of Porahat, 35 in Anandpur, in two villages in Kera (fiscal subdivisions of one foundation), and one each in the Ho pirs of Porahat and Porahat Pir, that is, in 249 villages in all. In 181 villages out of 210 in Bandgaon and the Mundari pirs where Mundari khuntkattidars are found, the munda is of the village family (several others being adopted into the family), as well as in fifteen cases in Anandpur and in all the four scattered villages, that is, in 200 villages in the pargana. They are the intact foundations of the Porahat type and are much more intact than the broken Mundari khuntkatti villages in the neighbouring parts of Ranchi. All the villagers, including the few 'parjas' who cultivate in a majority of Mundari khuntkatti villages, are entitled to clear waste land without permission anywhere in the village. In a number of these villages the bhaiyads, or members of the village family, have partitioned the village waste among themselves. In such cases each bhaiyad may cultivate without permission in his own share, but the consent of the munda and the other bhaiyads is in such villages, as in all others, necessary for the introduction of an outsider. Vacant lands are distributed by a panchayat of all villagers, and Mundari khuntkattidars have a preferential claim to vacant lands superior to all except the relations of the last tenant. In the villages in Khas Porahat and Bandgaon where the munda is not himself a Mundari khuntkattidar, his family as a rule shares with the Mundari khuntkattidars this preference over other villagers in the matter of vacant lands. Many of them are still intact, whereas in Anandpur it is not so.

Nothing whatever is payable by the Mundari khuntkattidar in Khas Porahat and Bandgaon villages except the rent of his cultivated land. The

\* See also Chapter XI *passim* for Mundari khuntkattidars in Khas Porahat and Bandgaon, §§ 293, 310—316 for Anandpur, also §§ 163, 207, 369 and 424—426 (Bandgaon).

bhaiyads (with the old parjas admitted by them) are corporately in possession of the village which their ancestors acquired as jungle land to bring suitable portions of it under cultivation by themselves and male members of their family, and their consent, express or implied, is necessary to all actions which would give an individual a private claim over any part of the corporate property of the community. The rent-receiver has never (apart from the recent efforts of Babu Jagmohan Singh in his ambiguous capacity as preserver of the forests when the Deputy Commissioner as informal manager ordered that his consent to cut certain species should be taken free of charge), interfered within the village boundaries, and the only difference from the Ranchi intact villages is, that while in Ranchi the old contribution of tribute in kind has been commuted to a fixed cash payment from the community, in this pargana the development has been in the direction of assessment of the tribute (confused with the idea of rent), not on the village as a whole, but, on the analogy of the Sadant Pirs, on the lands of individuals, though payment is still made collectively through the hereditary leader of the village community. The zamindars filed objections in almost all villages where Mundari khuntkattidari tenancies have been recorded. In Khas Porahat the zamindar's subordinates know nothing whatever of the matter. The plea which probably represents his position is that of the zamindar of Bandgaon who, while fully admitting all the facts—that both in his estate and in Khas Porahat, the zamindar had by custom no right to interfere within the village, and that the persons recorded in each village were really Mundari khuntkattidars—urged that, having several times enhanced the rent, the zamindar had now a right to do the same again. It is obvious, however, that all who come within the definition in section 2 (g), Act I (B.C.) of 1879, are entitled to those privileges at least which the Act declares to belong to them, among others to freedom from further enhancement of rent. But in

really 'broken' villages, of which there are 20 in Anandpur, one in Bandgaon and two or three in

Khas Porahat, the privileges recognised by law extend only to the area of the personal tenancy of the Mundari khuntkattidar. Moreover, in Anandpur at least, the Mundari khuntkattidar in such villages enjoys no special privileges of any kind, and requires the headman's permission to clear waste land.

In Anandpur a question was raised as to whether the local aboriginals were not Hos, but enquiry left no room for doubt that the old inhabitants of Anandpur are Mundaris and indeed the zamindar still receives 'mardhana' from them. The burial customs of the Mundaris whereby they restrict (with certain exceptions) the privilege of *sasandiri*, that is, the placing

of flat stones in the graveyard of the village to members of the original kili which established

the village, is a practically infallible test of (1) whether a Mundari claimant is a member of the original kili which established the village, (2) whether the claimant is a Mundari or a Ho. Where the two races meet, the Mundari is known in their own language as Buru (Hill) Hoṛo or Ho, the latter as Lar̄ka (Warrior) Ho. On the other hand the Hos of North Kera claimed to be recorded as Mundari khuntkattidars, but though identical in origin with the Mundaris, they are distinct tribes at the present day—inter-marriage being prohibited and burial and other customs being different, and their customs betrayed them.

75. As to the method employed in recording Mundari khuntkattidars—

all whose names appear in the khatians are named in the record-of-rights. The Mundari khuntkattidar

Method of recording Mundari khuntkattidars.

must be in possession of land in the village. No attempt could be made to indicate the actual ancestral lands. In many cases claims to be recorded were made by landless bhuinhars now residing in other villages, because they feared that unless recorded they would henceforth not be allowed to bury in their own village, but they do not satisfy the legal definition.

76. No entries have been made that tenants in any village with one exception 'are entitled to special privileges on the ground that they are descendants of the original clearers of the soil.' The exception is in Chinibari

Special privileges of original clearers of the soil (non-Mundaris). QQ. 36, 37.

(or Kendbai) in Jhilruan Pir where a Ho, who had joined with Mundari Christians in founding a village on Mundari khuntkatti principles, is in possession of his own

Chinibari.

share of the village in the same way as a Mundari bhaiyad in the villages where all the waste has been partitioned, and is obviously entitled to the same privileges as his partners in the establishment of the village. Similar cases have been found in Ranchi. The question (No. 36) was drawn up in its present form to obviate the necessity of using terms such as 'khunkatti' or 'korkar', neither of which is universally understood throughout the whole pargana, and the former of which it is impossible to confine within one definition, even in localities where the term is employed. Moreover,

Meaning of 'special'.

particular stress is laid on the word 'special.' Claims were made everywhere to the status and name of 'khunkattidar' in two different senses, and in Kera and Anandpur they were pressed in numerous cases by objections under section 103A. But the privileges claimed were, with the exception of claims to preferential rates of rent, which were admittedly not based on custom, and rights to sell jungle-produce, or to grow lac free, which are contrary to custom, in no way special, but such as are at the present day enjoyed by all tenants of the village as soon as they acquire land in it with a 'prajali' right (§ 95), whether they have 'cleared' it or not. Beyond question, practically all the important privileges now enjoyed by all tenants, such as their right to take all subsidiary village produce free of cost and without permission, owe their existence to the fact that the bulk of the tenants are descendants of the original clearers of the soil who were co-owners of the

territory within the boundaries of the village. All tenants now on the same level. Such rights are, however, no longer *special* to the descendants of the original clearers as a class, but

are enjoyed by all tenants, since, owing to their fewness, and the fact that, theoretically at least, the village community admitted them to a share of all the privileges of the village, tenants who neither are of the original village family, nor have themselves reclaimed their lands, have been in practice long since levelled up to the same position as the 'clearers of the soil.' One special privilege of reclaimed lands, especially among dikus and Hos of Kera, was that they were transferable by sale or mortgage—the statute law has had the effect of taking away the right of sale, and of laying down provisions as to mortgage which govern all holdings. Thus the privileges which the original clearers nowadays enjoy are not 'special,' and are recorded in other parts of the record-of-rights as the common rights of all tenants. Even the claim to hold at what may be called a 'korkar' or 'khunkatti' (in the sense of 'reclaiming') rate of rent is generally made in respect of all lands within the estate, the theory being that the small proportion of lands held by others than the reclaimers or their descendants are on the same level as those held by reclaimers, since they were granted by the community to the present holder to be held by him at the village rate of rent, which is a 'reclaiming' rate.

'Original clearers.'

Then again, the expression 'original clearers of the soil' is itself ambiguous—it may signify either (1) those persons who established and opened up a village by reducing a portion of it to cultivation, that is, the patriarchal or pioneer family, or associated families, of the village, in relation to the whole village, or (2) all who have reclaimed lands from waste or jungle, at whatever stage of the development of the village they did so. The second class includes (a) the first class, and

(a) Patriarchal family or families of the village.

(b) Reclaimers of their own holdings in a village.

(b) all subsequent arrivals in the village who reclaimed land. The 'original clearer' of the first class has the same relation to the village as a whole, as the 'original clearer' of the second class has to the particular plots of lands he has cleared.

The term 'khunkatti' is applied in a considerable part of the pargana to both classes; in the case of the former class it practically conforms in all but race to the definition of 'Mundari khunkattidar,' while in the latter and doubtless derivative signification, it corresponds to 'korkar' in Ranchi, except that it includes upland as well as 'embanked land.' In Anandpur where the 'Nagpurias' or Ranchi immigrants are numerous and in the parts of Khas Porahat bordering on Ranchi, korkar also is used of embanked lands which elsewhere would be termed khunkatti in the derivative but not the narrower signification.

77. Privileges may be based either (1) on a local custom which is not contrary to an express provision of law, or (2) on a provision of positive law attaching them to persons who come within a certain definition, or are called

by a special name. As regards local custom Dr. Hayes, Deputy Commissioner of Singhbhum, in a report of 1875, divided the actual cultivating or peasant tenures called 'prajali' into two classes,—'khuntkatti' and 'thika.' The former is further subdivided into two classes, 'khuntkatti with mukarrari rights,' and 'khuntkatti without mukarrari rights,' that is, subject to enhancement, and thika into 'thika with occupancy rights,' and 'thika without occupancy right,' that is, under-riyats to whom the other classes have sub-let. "The 'thikas' are persons whose advent is subsequent to the reclaimers or (khuntkattis), and their holdings are not transferable, and they do not share the common produce of the village like the khuntkattis." Of all these it is remarked that the first only (khuntkatti with mukarrari right) is acquired from the proprietor, and the others from the pradhan. With special reference to Porahat the report mentions that the system which then obtained "was in existence in the estate before the Raja's deposition, and we have only continued it. The riyats' clearings are not affected (*i.e.*, interfered with—*see* Dalton's No. B, dated 25th August 1858, quoted in § 83), and we have them as old and new khuntkattis or reclaimers with all tenant rights which are perpetuated from father to son. We have also in this estate thika riyats who have taken up from the pradhans old abandoned lands, but the number of such is inconsiderable."

78. The provisions of positive law with regard to khuntkatti are found in section 19, Act I (B.C.) of 1879—"No tenant of lands known as.....khuntkatti shall be liable to an enhancement of the rent previously paid for such lands, unless it can be shown that the tenure was created within twenty years of the institution of the suit to enhance." Similarly section 20 of the Act lays down that a tenant of lands known as korkar shall be liable to enhancement in respect of them, only under the terms of a written contract, or in accordance with the custom of the village. In the Ranchi Settlement these provisions were, according to Mr. Lister, interpreted as follows:—

"If a tenure-holder holds no patta or a vague patta which does not determine his legal incidents, we ascertain how he came to be in possession and whether he and his family were the main agents in reclamation. If the origin of the title cannot be shown to be inconsistent with a khuntkatti title (section 19) and the cultivated lands have mainly been cleared by the tenure-holder and his family, we record him as a khuntkattidar."

Similarly new rice lands in mukarrari villages were recorded as 'korkar' thus bringing them under section 20, as in Ranchi half-rates are payable for korkar. In Porahat, however, no permanent preference is shown to new lands, as the pargana, or rather estate, rate of rent is fixed on the assumption that all lands have been reclaimed by the holder or his ancestor.

79. The absence from the local rent law of a definition of 'khuntkatti' is most unfortunate, as it renders a definite answer to question 36 practically impossible. The privilege which the Act accords to 'khuntkatti' is distinctive of the first class of khuntkatti mentioned by Dr. Hayes, that is, the class of khuntkatti given by the proprietor, and not that given by the pradhan. Now the pradhan or headman has, from the time when rent was first assessed, had, as far at least as the proprietor is concerned, exclusive right to regulate the distribution of waste, and as the right to hold at a fixed rent was derivable solely from the proprietor, it would follow that no lands other than those reclaimed by persons whose advent was antecedent to the assessment of rent can be khuntkatti in that sense. This view obtains support from the distinction drawn by Dr. Hayes as to "old and new khuntkatti reclaimers,"\* the former being the

\* From the use of this phrase in the article on "Lohardaga" at page 392, Vol. VII, Statistical Account of Bengal, it is possible that it distinguishes between tenancies according to the date when they originated. The quotation itself, of course, merely shows the claims put forward on behalf of the Maharaja of Chota Nagpur, by his manager Mr. Webster, and the claim that *new* khuntkattis in the sense of khuntkattidars who took a written lease of a tract of jungle, as distinguished from persons who had occupied the jungles in ancient times, did not hold at fixed rates, has in fact subsequently been found to be wrong, and no distinction is recognised in the definition of 'Mundari khuntkattidar'. Dr. Hayes may be referring to persons who had recently reclaimed in Porahat, *e.g.*, those with whom Captain Birch settled jungle in 1860, but that is improbable. The point does not affect the argument.

members of the patriarchal family or families, and the others the subsequent arrivals in a village who reclaimed land. It seems therefore that the clearing of the latter at any rate, even where known locally as 'khuntkatti', was not of the non-enhancible class. It does not follow, of course, that it had no special rights as regards amount of enhancement, just as new reclamation almost everywhere has. The distinctive privilege as to non-enhancement of rent could then apply, by custom, if to any one, only to descendants of the persons who established the village, and in the first place to the lands cleared by them at the time when rent was first assessed in the village. In respect of subsequent reclamation which they were entitled to make without permission of any kind, they were entitled to the same privilege, the *rate* of rent for them being the same as for their earlier reclamation.

80. The position then is, that 'original clearers' in the estate, both among diku and among non-Mundari aboriginals, are of two classes, according as they belong or do not belong to the original village family (or families) cultivating in the village before rent was assessed. Both classes are known as 'khuntkattidars' as is shown by the Deputy Commissioner's report in 1875.

By custom the privileges of the descendants of the pioneer families are no longer *special* to them. Both classes have many important privileges, but they are not *special* since non-reclaiming raiyats have also attained to them in the course of time, with the exception that the headman after a deposition is chosen from the patriarchal family, (Q. 30) if the members of it are not unsuitable. As regards rent, the second class at least never held at non-enhancible rates, (§ 79), (though does not follow that they are not entitled to any privileges as to the rate of rent, and it is indeed rightly claimed that the rate of the estates is such a rate as may reasonably be assessed on reclaimed land held by the reclaimer or the descendants). The first class possibly held their lands at non-enhancible rates but in the Sadant Pirs of Khas Porabat, the changes in which were imitated in the subordinate estates, there were enhancements at least in 1848 and in 1880. (In 1840 there was rather a commutation of dues, leading indeed to a decrease of rent on the best lands which of course were the khuntkatti lands. In 1860 the enhancement of 1848 was maintained, but it had just reached the original rates for the best land. In the 1900-03 assessment there was no increase of rate. In the dependant estates, however, the rate of 1810 was actually an increase, since the dues and benevolences commuted were wrongfully retained and have again been commuted.) Both in 1848 and 1880 objections were raised. In 'the latter year they were definitely decided; in the former year they appear to have been rejected without much enquiry. In practice at all events "the old established raiyats," especially those connected with the headman, received the profits arising from the advent of new raiyats, which went towards diminishing the rent payable by them for their own lands in the same way as still happens in Ranchi in Mundari khuntkatti villages. This was quite apart from the right of the headman himself to his mān or original rent-free reclamation, which in 1841 he maintained could

And by present usage their rents are not fixed in perpetuity. not be assessed on any possible pretence. (Commissioner's remark on letter forwarding proposals of 1878 to Board, quoted § 84). It is clear, however, that by present usage rents are enhancible in all cases. As regards *positive enactment*, in the absence of a definition it is impossible to determine whether either or both classes come under the provisions of section 19, Act I of 1879. After the measurement of 1879, rents on all lands certainly were enhanced, but of course at that time the pargana was administered in the Political Department and was not under the Act. In 1893 it became a part of British India and the Act subsequently became applicable. In 1900-03, the rents of assessed cultivation were not enhanced,

In the absence of a definition of 'khuntkatti', it is impossible to say definitely whether though really khuntkattidars they come under section 19, Act I of 1879, as regards rent by *positive enactment* under which their original rights revived.

though the reason for that was not that the lands were khuntkatti and consequently came under section 19, Act I of 1879, for new reclamation, whether made by a member of the patriarchal families or not was enhanced beyond the limits allowed by that section for new 'khuntkatti.' It seems to me that as the law at present stands, of 'the tenants of lands known as khuntkatti,' in this pargana certainly those of the first class are entitled

since Act I (B.C.) of 1879 came into force in Porahat, to the privileges of section 19 which were doubtless theirs originally also, and any definition of 'khuntkatti' should include and apply to them.

81. All privileges attaching by custom to the status of the two classes of 'original clearers' of the soil known as 'khuntkattidars' are entered in the record-of-rights in the

Summary.

appropriate part as the common privilege of all tenants of the village. These privileges are not *special*, consequently the answer in Q. 36 is in the negative and Q. 37 is blank. The privilege, if any, attached by section 19, Act I, of 1879, to 'tenants of lands known as khuntkatti' could not be determined until a definite conclusion could be arrived at as to the legal meaning to be ascribed to the term 'khuntkatti.' The experience gained in the enquiry together with that of neighbouring parganas which are being settled should make a clear definition possible before the next settlement of rents when the above question

A definition of 'khuntkatti' urgently required.

will, for the first time, be important, inasmuch as it is not proposed to interfere with the previous enhancements. It was, therefore, not considered advisable to give the status a particular name which has various significations, or to make an arbitrary definition, because when the term is defined by law, as 'Mundari khuntkattidar' has been (as probably it will be before the next assessment of rents), so many of the tenants of lands now popularly called khuntkatti as come within the definition, will be entitled to the privilege attached to the name under the section, and it was considered most important to avoid a possible conflict between the use of the term in the record-of-rights and the inevitable legal definition of it. The answer "namalum" in Q. 36 would, on the whole, probably have been more appropriate than "nahin" as indicating that the question is left open till the definition of 'khuntkatti' has been framed. The preceding section contains my view as to the scope of the definition. On the practical side, the difficulty will lie in ascertaining who the original clearers of the village were, since, in the case of Hos, there is no such convenient guide to the patriarchal family as the sasandiri test among Mundaris. It will be easy to ascertain whether lands are khuntkatti in the sense of 'reclamation of the holder', if the definition of "khuntkatti" should be wide enough to include not only the reclamation of the original families who cleared the village and their descendants, but also those of subsequent arrivals corresponding to Mr. Field's 'khudkast raiyats.' The original clearers, when Hos, Santals, Bhumij, Oraons, etc., or even when of diku castes frequently consisted, it should be remembered, of several associated families, not necessarily related to one another, though generally of one caste.

#### IV.—TENANTS.

##### SETTLEMENT OF WASTE LAND. (QQ. 38-44.)

82. From the description already given of the origin of the villages in this pargana, it will be manifest that by immemorial custom, the zamindar, being merely a rent-receiver from the village as a whole, has with the recent exception mentioned in § 49, never exercised nor claimed any right whatever to interfere in the internal affairs of the villages, the headman

Zamindar has no right of interference within the village,

of which has always been responsible for the full rent, whether he himself was, or was not able, to collect it. Even where the village had been abandoned or the headman ejected, the zamindar's interference was confined to re-establishing, on the same terms as before, the system peculiar to the estate. His sole right in the Sadant Pirs and subordinate estates is to receive through the headman of the village that enhancible rent of cultivated lands which alone he reserved to himself, while his position in the Kolhan Pirs and the other Mundari country is that of receiver of the modern equivalent of the tribute of a village, of the soil of which neither he nor his predecessor in interest ever was owner. With the

Being a rent-receiver from the village as a whole.

possible exception of a very few villages in Anandpur and the head-quarters villages, every village has been established through a headman, and since the establishment, the zamindar has never settled with a tenant any land of the village, waste or abandoned.



83. In its relation to the rent-receiver, the headman is the tenure-holder of the village, responsible to him for the rent payable for the village. The position has been the same from the outset, whether the payment was originally rent or tribute. Nominally the headman established the village, and the zamindar dealt with him alone. From the point

As far as concerns the zamindar, headman as tenure-holder is supreme in the village,

of view of the zamindar, the headman is supreme within the village, and provided the zamindar receives his rent, it is no concern of his what the internal administration is, or whether the headman is himself sole owner or one of a body of corporate owners. In point of fact, the zamindar has always looked upon the headman as the tenure-holder who had the right to

and entitled to settle lands.

settle waste and vacant lands, and indeed to regulate the apportionment of all lands within the village; but neither he nor other observers were unaware that the headman had little freedom of action, inasmuch as he was not owner of the tenure, but the representative of the village community, the members of which had an equal voice with himself in the details of management. Lieutenant Tickell in 1842 alludes to the "pradhani system" by which the head of the village divides the whole of the land "among his raiyats to the best advantage for all," whence it appears that he did not hold solely for his own benefit. In 1858 the Commissioner reported (No. B of 20th August 1858) regarding Khas Porahat:

"The proprietor only required to know in gross how many hals of cultivation each village was liable for. With the extent and boundaries he did not trouble himself. The quantity having been ascertained . . . an assessment was imposed and the head of the village informed. He had then to distribute the amount among his raiyats, and this appears to have been done without much difficulty and without dispute. The principal by which the village community, especially its head, is actuated is not to permit a monopoly by any one individual of an undue proportion of the best land. If he extends his cultivation, he must take bad and good together, and when a new colony is formed, the allotment of land on this principle provides an even distribution from the first. The raiyat's clearing is never interfered with, except when he infringes the above rules. If he extends his cultivation by running it up the deep hollows, avoiding the uplands, he is checked or obliged to take in or become responsible for the uplands also."

(Dalton on the relations of the Raja, headmen and tenants in 1858.)

As Dr. Hayes in 1875 remarks, Government found this system of land-tenure in existence when the estate was confiscated, and merely continued it (§ 77). A cultivator of the village was

But where the headman is in fact *primus inter pares* all can clear land without permission,

entitled to clear waste or jungle land without any interference, provided he followed certain customary rules, which were designed merely to preserve the rights of his neighbours to do the same with equal profit. This is undoubtedly the original position in all villages which had a khuntkatti origin. As an individual the headman, being merely an equal co-owner, had no right to settle waste land, to which the intending reclaimer had as good a right as himself, but as representative of the community, he saw to it that the individual members

subject to consideration for the equal right of others to do so.

of the community did not transgress the rules safeguarding the common interest; and as all the privileges of the patriarchal families of the village were permitted to the few cultivators who received land in the village subsequently, all 'old raiyats,' including all the classes whom Mr. Field would call the patriarchal families, khudkast and pahikast raiyats, may equally clear land without permission, and this is expressly laid down in paragraph 7 of the Kera patta of 1880 and in that of the Kharsauan villages which are more explicit than those of the other estates.

84. The custom, however, whereby each cultivator can reclaim without permission of the headman (the zamindar's permission being never required) is no longer universal. In the class of villages described, embracing practically the whole pargana, the headman nominally settled waste and apportioned the lands among the members of the community. As a matter of fact, within certain limits, the waste was appropriated by cultivators at will, and they were never disturbed in the possession of their lands, unless they consented to give up a portion in order to entice a desirable outsider to join them. If such land was given nominally by the headman, it was actually done at the express instance of the whole community. The headman was *primus inter pares*



When, however, outsiders were installed as headmen in deserted villages in Khas Porahat in 1858, they did not acknowledge the same obligations to the tenants of the village. They themselves distributed the waste and took rent for the new cultivation even from 'old raiyats', as the headman of the village family had never done. Again, while the latter was actually only the medium whereby the decisions of the community as to the grant to an outsider of vacant lands or even of portions of the holdings of individual tenants among themselves were carried out, the new class of headman converted to his own profit the principle by which the headman was nominally the apportioner of the village lands, and at times endeavoured to take away lands from an existing tenant without his consent. The headman of this exceptional class was in fact "an outsider holding the village merely for his own profit." With the object of checking, or putting reasonable limits to these novel usages, special provisions (clauses 11 and 13) were inserted in the Khas Porahat patta of 1880 (see Appendix IVA). Clause 13, imitated also in Chainpur, was, of course, unnecessary in the villages where the headman was of the village family. The maximum limit of rent for newly reclaimed land imposed by clause 11, was, like so many other hasty generalisations, based on the exceptional sadant villages, inapplicable in the other villages, and in fact in many Sadant Pir villages as well as in all the Kolhan Pirs and in Bandgaon, it has had no effect in altering the old custom under which no rent is taken

for new cultivation. In several villages, however, whose methods some headmen of the village family in the Sadant Pirs have imitated, in the Sadant Pirs of Porahat, the headmen of the village family, influenced by the example of their neighbours who hold for profit, settle vacant lands without consulting the community, take rent for new cultivation, and also require that their permission be obtained before the waste is reclaimed. The two classes of headmen, "the outsider holding the village merely for his own profit", and "the headman who is one of the hereditary raiyats," are contrasted by the Board of Revenue in its No. 215A of 1st April 1879. The former takes all the profits. The latter is "merely the representative leader of the whole body of raiyats, and their great desire is to retain the village intact without allowing it to fall into the hands of persons having no connection with it. The payment of Government Revenue is in all such villages a matter of common concern, and, in order to get new raiyats to settle in the village and take a share in paying the Government Revenue, they are willing to give up part of their lands as an inducement to the new-comer; and though the raiyats nominally pay the same rate per hál as they did before on a smaller quantity of land, they, or at least those of them who are intimately associated with the pradhan, do not do so: the profit from the rent of the new land taken up by the new-coming raiyat, in addition to the old cultivation given to him, being divided among the whole body of the older raiyats." The rent of the new cultivator from outside was in fact used to diminish the total rent payable by the members of the community, as happens when a new parja is introduced into a Mundari khuntkatti village in Ranchi.

85. It is found, therefore, that in Kera, all the Kolhan Pirs of Porahat, exceptional Mundari villages in Anandpur, some villages in the Sadant Pirs of Porahat, and in Chainpur, the old custom obtains, whereby any tenant of the village is entitled to clear waste or jungle land without permission, while in Bandgaon the custom has recently been modified by an innovation under executive sanction whereby permission is required to reclaim jungle, but not waste. In some Mundari villages there are restrictions that the land must be in the reclaimer's own share of the waste land, or adjacent to his holding, permission of a panchayat of the villagers or khuntkattidars, as the case may be, being required in the rest of the village. In numerous old sadant villages there is no waste which can be spared for cultivation, as it is required for grazing purposes for which it has by common consent been reserved.

Where cultivators may reclaim without permission of any one. Q. 38. Permission essential for an outsider.

86. In no village may an outsider begin to clear waste lands without permission.

87. Where permission is required to clear waste lands, whether by outsiders as it always is, or by villagers also, as it is outside the areas enumerated above, the permission of the headman is required. In villages with diku headmen in Porahat Pir, in all but the exceptional Mundari khuntkatti villages in Anandpur, and in some villages in Chainpur and Chakardharpur Pir, the permission of the headman is sufficient in both cases. Everywhere else in both cases the headman must always consult the existing tenants before he gives permission, and be guided by them. The panchayat to discuss the introduction of an outsider is a very important one. In some Mundari khuntkatti villages, the khuntkattidars *consult* among themselves, before clearing land, and all others require their permission. In others the 'parjas' are admitted to the consultation, but the order is given by the bhayads only. In the great majority of Mundari villages, however, munda, khuntkattidars and parjas, may themselves clear without permission, and they all consult together before admitting an outsider. In Bandgaon the permission of the person in charge of the protected forest is necessary to clear jungle, besides the ordinary permission, if any. In the Kolhan Pirs, the Manki's advice is often taken as to the wisdom of introducing an outsider, though it does not appear to be necessary (§211). Where the headman does not consult the other tenants, it is, except in Anandpur, because he is of the family of a headman installed since the Mutiny, or an imitator of that class (§84), or because the cultivable waste is now limited and settlement of waste land has practically ceased. In all villages the villagers have a preferential claim to settlement of waste or jungle land. In many aboriginal villages, only aboriginals of the tribe of the munda and the majority of the tenants may be admitted, dikus being rigorously excluded; in others any aboriginal may receive waste to reclaim. Practically everywhere settlement of waste must be with a 'deshi admi,' that is, a native of Porahat or the neighbouring parganas. Salami is never taken, except in a very few diku villages, though where there has been a panchayat the beneficiary of the deliberation not infrequently kills a goat to regale them, or provides some liquor with which to regale them. The cases described in section 152 (4) (a) of Act I (B.C.) of 1879, are different. They are cases of tenures (§ 272) whereas those described in section 152 (4) (b) are cases of holdings, in which no salami is realized.

The permission required, if any, is that of the headman.

And in most cases he must consult the village panchayat (Q. 40), especially before an outsider is introduced.

Outside khas villages the permission of the zamindar is now where required, nor is he ever either consulted or entitled to be consulted.

Villagers have everywhere a preferential claim to reclaim the waste (Q. 41).

Salami hardly ever realised (Q. 42).

88. All reclaimed lands are assessed in full at current rates from the beginning of the general re-assessment following that in which they have been prepared\*. Gora which has been cleared during the period of a settlement, is not assessable till the next settlement. Till 1903 gora has been the lagān or complement of don land, and both were assessed together (§ 43), except in Anandpur where the round sum of 8 annas 'gorakar' per plough is now consolidated with the cash rent, and except nine villages in the Kolhan Pirs which, as they contained no don, paid, from 1880, 8 annas per plough of 5 khandis instead of eight annas per plough of oxen, as previously. At the recent settlement of rents it has for the first time been assessed separately. In 1880 in Khas Porahat an equal quantity of gora was, under orders of Government, to be held with don; but as even headmen do not seem to have been informed of this, the old ratio of twice or three times the amount was held without extra assessment, and no payment has ever been made for new gora. As regards new don, it was resolved in the circumstances alluded

Assessment of new cultivation (QQ. 43, 44).

New gora not assessable during current settlement.

\* For new lands prepared by Mundari khuntkattidars in their own village (except broken villages like Tirla in Bandgaon and about 20 broken villages in Anandpur), see however, §213 *sub fn.* and §286 of this report.

to in § 84 to fix a maximum limit of one rupee for 5 khandis paran (that is, a quarter of the existing rent in the Sadant Pirs) for new don cultivation: in the Kolhan Pirs and Bandgaon, and in about half the villages in the Sadant Pirs, the provision has been tacitly ignored by headmen and tenants as directly opposed to the constitution of the village community, particularly in villages where a tenant may reclaim without permission. Moreover, in the instances where rent is taken, nothing is realised till five years or more after the land is ready. In Kera, the patta laid down that the reclamation should be rent-free for five years, after which the headman should appropriate the rent due on reclamation by old raiyats, while that derivable from reclamation of new raiyats should go to the zamindar, half rates being taken in both cases. The last provision being introduced by the Commissioner apparently to guard the old raiyats, has brought the zamindar no income, but has been effective in preventing the introduction of many outsiders. In Chainpur, the patta laid down two years as the period after which don prepared from upland reclaimed from waste should be assessed at half rates, but either more leniency is shown in most instances, or no assessment at all is made. In Anandpur, the period of freedom from rent varies with different villages, and different classes of don from three to ten years, half rates being then taken. These half rates, however, were half cash rates only, so that they were really about a quarter of the rent payable. In all villages, where they are made, *interim* realisations on new cultivation belong universally to the headman. No doubt they make up for loss in the shape of arrears of rent due to bad harvests or flight of raiyats, but it is not for that reason alone that he is entitled to them. It should be specially noted that if a man reclaims uplands which are part of his own tenancy, and that he may everywhere do without permission, he holds them rent-free till the expiry of the current period. Clause 10 of the Chainpur patta expressly mentions this custom. It is particularly important in Porahat, as gora is often an intermediate stage between jungle and embanked land.

In Kolhan Pirs and Bandgaon new cultivation is rent free during the period of the settlement.

by headmen and tenants as directly opposed to the constitution of the village community, particularly in villages where a tenant may reclaim without permission.

In Sadant Pirs for at least five years (then at quarter rates) or for the remainder of the period of the settlement.

Kera—new don is rent free for five years, then at half rates.

to guard the old raiyats,

Chainpur.

two years as the period after which don prepared from upland reclaimed from waste should be assessed at half rates, but either more leniency is shown in most instances, or no assessment at all is made.

Anandpur.

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Proceeds of assessment during the period of a settlement everywhere belong to the headman.

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89. I have already (§ 70) found that the headman as tenure-holder is the person to whom the written notice of relinquishment required under section 29, Act I of 1879, must be given, since he is "the person entitled" to the rent of the land. This of course is reasonable, since the headman is responsible for the whole rent of the village without remission for *ferari* or *fauti*, and it does not concern the zamindar whether the land is occupied or vacant. By custom also the headman has always received notice in the cases where notice has been given at all, but the zamindar never has. If one follows *Sarada Soondaree Debee vs. Hajee Mahamad Mundul*, 5 W. R., a decision under Act X of 1878, a raiyat cannot surrender a portion of his holding. But as noted by Mr. Slacke, in Chainpur, a raiyat may by local custom always surrender a portion of his holding to the headman with the consent of the latter, and by custom he may always surrender a "parcel of land" covered by a distinct entry in the papers without any permission at the end of the period of any assessment. A holding in this pargana is an aggregation of lands reclaimed or acquired independently of one another, and assessed on behalf on the landlord only if cultivated. But the field relinquished must be a distinct field, such, for instance, as would be covered by one entry in the parcha.

Relinquishment (Q. 45).

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Notice to the headman only.

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Custom as to relinquishment of part.

with the consent of the latter, and by custom he may always surrender a "parcel of land" covered by a distinct entry in the papers without any permission at the end of the period of any assessment. A holding in this pargana is an aggregation of lands reclaimed or acquired independently of one another, and assessed on behalf on the landlord only if cultivated. But the field relinquished must be a distinct field, such, for instance, as would be covered by one entry in the parcha.

#### VACANT LANDS (QQ. 46—50).

90. The zamindar has not and never has had any concern with the settlement of vacant lands or any right to settle them. The headman being responsible for the rent, whether the land is cultivated or

Settled by headman, generally after consulting the villagers (QQ. 46, 47).

not, is the person pecuniarily interested in having the vacant land occupied. In disposing of the land, he is, however, obliged by custom to consult and secure the approval of the same persons (the other cultivators of the village, if any one) as when he settles waste land with an outsider (§ 87). In the Kolhan Pirs, if the consent of the Manki is taken, it is only if an outsider is to receive the vacant land. This consent, as in settlement of waste land with an outsider, is based on usage only (§ 214). So strong, however, is the feeling that a panchayat must decide, that in Edelbera in Porahat Pir, where an outside headman was introduced recently against the wishes of the villagers (§ 59) he held a panchayat before settling land with his own son. Whether the headman acts alone or after consultation with the other tenants, the vacant land must be settled according to well

Preferential claims (Q. 48).  
(a) Relatives.

defined rules. It is universally agreed that the relations of the last raiyat in order of proximity in the male line have the first claim. If they refuse to take the vacant land, it must be settled with a tenant of the village. The land is the property of the community and not an article of

(b) Villagers —  
Special preference of—  
(i) Aborigines.

commerce, and no vacant land may be given to an outsider if a villager will take it. In diku villages, all tenants have an equal claim, but in aboriginal villages settlement is nearly always restricted to aboriginals and often to the tribe of the munda and the bulk of the villagers. "A Ho," says Dr. Manuk, long Assistant Commissioner, "cannot dispose of his lands as he chooses. The land does not belong to him, it is hereditary, inalienable and must descend to his sons and sons' sons; and if a Ho has not direct male issue, the land goes to his mother,\* or next of kin; and if no kith or kin to the village community represented by the munda." In a few Ho villages a diku parja has a preference over outside Hos, but even in such cases, no outside diku may receive abandoned lands. Where there are Mundari khuntkatti-

(ii) Mundari khuntkattidars. dars, they have a prior claim even over other resident Mundaris, except (a) in the broken villages in Anandpur, and (b) in a very few villages in Khas Porahat with non-khuntkatti headmen, where they have only an equal claim with old parjas.

Headman has no prior claim. Hardly anywhere has the headman a prior claim, though doubtless he frequently arrogates it to himself. In many villages he has not even an equal claim—he generally comes into the chain after the older villagers, and holds such land as the villagers have declined to take until he can find a suitable candidate. As the matter is usually regulated by panchayat of the community, it may, however, be assumed that he gets no less than his share. Settlement is everywhere restricted to people of local origin; no lands of the village community may anywhere be settled with a

Pardeshi dikus excluded.

"pardeshi diku" or person who is not a native of the neighbouring parganas, the results on previous occasions having been everywhere disastrous. The zamindar and people of Anandpur are particularly careful to exclude such "foreigners." The whole system of settling vacant land may be compared with that of the Sonthal Parganas where the conditions are similar, and the aboriginals of the same nation. There the abandoned land of a raiyat must be settled with a raiyat of the same class. The elaboration in the Sonthal Parganas hardly deviates at all in essentials from the pure custom in aboriginal villages in Porahat.

91. For a headman (or zamindar who has forcibly made himself headman) to be allowed to make thika settlements, or to 'sublet' is not only opposed to custom, but is most pernicious, since it keeps the villagers out of lands to

Headman cannot sublet.

which they are justly entitled, and paves the way for illicit gains in the way of illegal enhancements or salamis. It might be supposed that like any other tenant the headman is not precluded from subletting his own ancestral lands, but the improbability of his desiring to do so is so extreme that the custom has taken no account of the supposed inherent right. Once the headman gives abandoned land to a tenant, the latter at once obtains full occupancy right in it and nothing less, whatever terms the headman has endeavoured to

And must settle his own land at the village rate.

make. No headman may hold abandoned land, unless he means to cultivate it himself. The

\* i.e. with a life interest.

Kharsauan patta (§ 190) and the Kera patta (clause 7) embody the custom in the provision "should you settle any part of your own holding with any new raiyat, you shall take for it the fixed rate, and shall not be able to enhance it" (Appendix IVB.)

The custom is embodied in the Kera patta, and holds for the pargana.

92. In the vast majority of villages no salami has ever been taken. When the person who receives abandoned land is a relative of the preceding tenant (and as he has admittedly generally receives it), no salami of any kind is anywhere realised. In other cases the only instances occur in the more closely cultivated villages in the Sadant Pirs of Khas Porahat, and in some villages in Anandpur where when taken it rarely exceeds Rs. 5.\* It is of course obvious that where the headman is the head of the village family, and merely president of the panchayat, there can be no question of salami. In such cases the panchayat with its president often expects to be entertained to drinks, or to a feast of goat flesh, at a total cost of about a rupee, but the headman gets nothing more than the other villagers. As there has been a regular settlement, where presumably the rent fixed is all that can fairly be taken, and as the land in these villages is not an article of commerce, but something in which the village community, and each member of it, has a reversionary interest, salami is in the majority of villages as opposed to equity as it is to custom. On the other hand, it is generally made a condition of settlement that the new raiyat should pay up the arrears (if any) of the previous tenant.

Salami [Q. 50 (a)].

the first claim, a relative

With a few exceptions never taken.

93. The rent is never enhanced. The headman cannot make thika settlements (§ 91), and by the custom of the pargana as embodied in the Kera and Kharsauan pattas, he must even settle his own lands and by implication all abandoned lands, at current rates. The theory no doubt is that the fixed rent payable by the village to the zamindar is equitably distributed over all lands in the village, each of which is charged with a certain sum.

Rate of rent is never enhanced [Q. 50 (b)].

94. The person who receives the vacant land is treated precisely as an old raiyat. He cannot be given a non-occupancy tenure. His right is at once 'prajali' to use the term in its wide local signification of all who have a right of occupancy. (It has also a narrower sense in Mundari khuntkatti villages where it refers to the status of a 'parja' or tenant who is not of the original Mundari founders of the village or their descendants, that is, who is not a 'bhuinhar'.)

New tenant has full rights [Q. 50 (c)].

#### RIGHT OF OCCUPANCY.

95. Mr. Taylor's draft record-of-rights contained the clause "a raiyat has a right of occupancy, known locally as prajali in any land for which he pays rent." In the rent settlement khatians, raiyats were divided into occupancy and non-occupancy raiyats according to that criterion; but of course every such non-occupancy raiyat acquired a right of occupancy as soon as he paid the first kist. There can, I think, be no doubt that this view errs in making the right of occupancy contingent in the payment of rent. It certainly does not agree with the provision of law in section 6 of Act I (B. C.) of 1879, whereby every raiyat who has cultivated or held land for a period of twelve years, has a right of occupancy in it with certain exceptions (no mention being made of payment of rent as essential to the acquisition of occupancy rights), and moreover it is opposed to local custom. The finding of the record-of-rights that a tenant has a right of occupancy locally known as 'prajali' in any land, either upland or embanked, don or gora, from the day on which he first enters into possession of it to reclaim it, or to cultivate it, has not been contested (except as regards gora in Anandpur) throughout a settlement where nearly every other point has been contested. There are no lands in which a right of occupancy cannot by custom be acquired.

Exists in all lands.

\* Under the new régime, however, the zamindar of Khas Porahat recently took Rs. 152, in one village the largest sum being Rs. 30, though he is precluded by his indenture from taking any salami at all (§ 39). His agent also protested that he now takes salami in every instance in the Sadant Pirs, not only in khas villages, but even in some headmen's villages, Cp. § 165.

96. Mr. Taylor's view was apparently based on the words now repealed "so long as he pays the rent payable on account of the same." But as no rent was payable, at least to the zamindar, on account of new lands prepared during the period of the 1880 settlement, that condition was clearly inapplicable. Moreover, as the last two paragraphs of the present section 6 had not been then enacted, a raiyat who had prepared don from waste land (his gora was *lagan* of his don) would be liable to ejection the moment he had finished preparing the don. Any such custom is unheard of. Had it existed it would certainly have been taken advantage of by certain land-grabbing diku headmen, and would have put a stop to all embanking of upland. In point of fact, under local custom the security of tenure of a tenant is absolute in all lands which

It is an immemorial right as regards new or ancestral reclamation.

he has reclaimed, apart altogether from the last paragraph of section 6 under which a raiyat who cultivates "korkar" shall have a right of occupancy in it. Dr. Hayes in the report already quoted (§ 77) divided "prajali or peasant holdings" into "khuntkattis" or reclaimers with all tenant rights which are perpetuated from father to son, and "thika" raiyats or persons whose advent was subsequent to the khuntkattis and who had taken up old abandoned lands. Reclaimers had among other rights a right of occupancy from the outset.

And an old custom as regards other land settled through the headman.

'Thikas' or non-reclaimers were of two classes: (1) those who had occupancy rights, but unlike the khuntkattis without power to transfer their holdings, and (2) those to whom land had been sublet by the owner and who were tenants-at-will, that is, ordinary leaseholders or sub-tenants. It appears therefore that all persons who received vacant lands as raiyats, as distinguished from under-raiyats, differed only from reclaimers in certain matters, of which the right of occupancy was not one. Dr. Hayes mentions that the number of 'thika' holdings in Porahat was inconsiderable; what has happened therefore is that the inconsiderable number of thika (non-reclaiming) raiyats with occupancy rights has long since been levelled up to the position of the reclaimers, except with regard to sale of lands, this is, now that no raiyati holding may be sold, in all respects. The same has occurred in Mundari khuntkatti villages where the few "old parjas" though likewise having in theory a lower or subordinate status, have been admitted to nearly all the rights of the "bhuhars." Thus Mr. Slacke in Chainpur in 1886 recorded that "a raiyat has a right of occupancy from the moment he enters into possession of his land." As regards gora it is by custom, and in Khas Porahat since 1880 by express admission of the rent-receiver, held as complementary to don, and exactly the same right of occupancy exists in gora throughout the pargana as in don with a very doubtful exception in Anandpur.

97. The local custom is quite consistent with Act I (B.C.) of 1879, which merely provides that a certain class of raiyat has a right of occupancy, and does not affect any local custom by which other raiyats also have a right of occupancy. The provision was based on the law then in force in Bengal under which "a right of occupancy could be acquired not only by holding for the statutory period, but also by the custom of the locality" (Finucane and Amir Ali's Bengal Tenancy Act, page 109). As to the local custom there is, as I have said, no dispute whatever in respect of don land, nor in respect of upland anywhere, except in Anandpur. In that estate an old custom existed whereby pressure might be brought to bear on a cultivator to convert into don an upland, which was capable of conversion into good *bera*. The headman asked him to convert the upland or to surrender it to another candidate. If he refused to do so, the

Alleged exception as to gora in some villages in Anandpur.

matter was in most villages dropped, but some diku headmen follow an old custom of calling a panchayat which allows the owner of the upland so many years (extended for good cause) to embank the land, at the expiry of which the land will be assessed at half rates, whether converted or not. In recording this custom, it has been explained that the cultivator has by law occupancy rights, if he has held the land for twelve years. But in no case is there any

question of summary ejection—if the holder gives up the land, he does so by his own act, as his right under local custom to occupy the land is not denied, and thus even where the usage exists, it does not conflict with the general custom as to rights of occupancy. With regard to this custom, however, it should be noted that (a) it is confined to a few villages; (b) it is concerned only with gora which would make good *bera*; (c) the gora would at most be assessed at half the rates for *badi*; (d) no instances of the operation of the custom, or of extreme measures can be quoted. It has certainly never been in force since 1895 when the present zamindar succeeded. It is practically obsolete (§ 322).

But that custom is practically obsolete.

#### PAHIKASHT RAIYATS.

98. There is no difference between the rights of a 'pahi' or non-resident and a 'dehi' or resident raiyat. It is possible that in former times, as now in Ranchi, pahikasht tenants paid a slightly higher rent as Mr. Slacke noted in Chainpur, but no trace now remains of such a custom. It is much more credible, as regards this pargana, however, than Field's theory that pahikasht raiyats ordinarily paid less than resident raiyats. Pahikasht raiyats in this pargana are not numerous (except, of course, in bechappar villages in Pir Porahat, and in villages which were subdivided for fiscal purposes). Like resident raiyats, non-resident raiyats have always had a right of occupancy. In practice however, the headman and panchayat do not encourage them to prepare new cultivation, or give them vacant lands, unless they show themselves prepared to take up their residence in the village, and bear a share of its burdens.

Rights of pahikasht raiyats Q. 52.

#### THRESHING—FLOORS &C., BANDHS, TANKS, CONVERSION OF UPLAND, PLANTING OF TREES.

99. By the custom of all territories formerly subject to the Singhbhum Raj, including the Government Kolhan, Seraikela and Kharsauan, and this pargana "homesteads, fruit groves, water-stores, threshing-floors and manure pits," as well as burial-grounds, burning-grounds, and sarnas or jahiras are "not assessable" to use the words of Mr. Slacke as to Chainpur. The former are in the nature of agricultural easements, and the latter are the public property of the community being part of the *ghair-mazrua am*. The villages were founded on the understanding that the cultivated lands alone should be assessed, and an attempt to assess anything else would be an inexcusable breach of right and custom on the false analogy of districts where conditions are different. "A small area round a house" was recorded by Mr. Taylor as '*dihbari*', or homestead where the homesteads had no definite limits (Report para 121). Fruit-groves cannot be said to be cultivated land, and as the zamindar is not the owner of the land in the village, there is no reason why fruit-groves should be assessed. By the Kera and Kharsauan pattas of 1880 sugarcane fields also were not assessable.

100. A threshing-floor or manure-pit may be made without permission by a cultivator on any waste land of his village. The only exception is in three villages in Bandgaon where the diku headman gives permission (which requires no renewal) in regard to land outside the cultivator's holding. In the Kolhan Pirs the occupant has the same right in such land, so long as it is used for the purposes specified, as in newly reclaimed lands including a right of occupancy. This is natural, since in those pirs he has the right to clear waste land at pleasure. Elsewhere, the finding is that "no right arises." This means that the occupant acquires no right of occupancy. It does not mean that he may be turned out by the headman or the panchayat at a moment's notice still less by the zamindar. He has a right to occupy the land to the end of the current season, but he has no special claim to occupy the same site for the same purpose in succeeding years. By custom, however, the same spot is occupied year after year by the same person, and it would be contrary to established usage to debar him from the use of it, unless to reduce it to cultivation.

Threshing-floors and manure-pits, Q. 54.



101. Gora is in this pargana very often an intermediate stage in the preparation of don, the lower portions being first converted. A cultivator may freely convert his gora, without permission of any kind. It is a species of improvement. It is to the interest of the zamindar that he should do so, since the rent on the land as don is much higher than as upland. In Anandpur advances without interest are made to promote conversion. As a matter of fact, gora cultivation is profitable, and there is no premium on conversion to don, because the full rates of rent for don are chargeable from the next general assessment, and a right to hold rent-free to the expiry of the current assessment is no adequate return for the labour and outlay involved. I need hardly say that a tenant's rent cannot be enhanced during the period of a settlement because he improves the gora of his holding by converting it into don. That is not new reclamation, but conversion or improvement. The local custom on this point is embodied in the Chainpur patta.

Conversion of gora—no permission is required—Q. 56.

102. It is difficult to find a name for the various water-stores, which is known throughout the pargana. The word 'ahar' in Mr. Taylor's patta is quite unknown. 'Bāndh' though used in many parts in its ordinary sense of "embankment" of a water-course, has in Anandpur

Bāndhs and tanks—when permission is required to make them—Q. 57.

also the meaning of *bera*, or even *khet*, and in some places 'bara bāndh' is a permanent water-store, like a tank, though it is formed by embanking and not by excavating. Ordinary bāndhs or embankments may be made by a cultivator in his own lands for the purpose of converting, improving or irrigating his lands without any permission whatever; to make a bāndh in waste land he usually requires the permission of the headman, while if he desires to make a large tank or perennial water-store, in which don land which has been assessed to rent on behalf of the zamindar, will be permanently submerged, the zamindar's permission also is required. But permission to reclaim waste land implies permission to make the necessary bāndhs. So also, where a tenant can reclaim waste without permission, no permission to make a bāndh or tank is required. There are some local differences, however. In the Kolhan Pirs the Manki's permission is sometimes considered necessary, but never the zamindar's, and sometimes both Manki and munda are merely informed that don land assessed at the last settlement will be submerged in the making of a perennial water-store. Where the Manki and headman are merely informed, the assessed rent of the submerged don is payable by the tenant to the headman till the next settlement, after which the tank is expected to be instrumental in raising the class of lands in its neighbourhood so as to make the rental on the lands benefitted equal or exceed the previous total including the rent on the submerged lands, but from the next general assessment the submerged land pays no rent as the assessment is on cultivated lands only. As regards the permission of the zamindar, I have been unable to find any authentic cases where it was ever asked, so that by long usage it is a dead letter in the Sadant Pirs, and it never existed among aboriginals. In the absence of an express stipulation to the contrary in the

If abandoned are the property of the community.

original lease or the village such as we find in the recent clearing-leases in Anandpur, tanks or perennial water-stores abandoned by the owners belong to the village community as a whole, certainly not to the zamindar at all events in the Kolhan Pirs. Entries of such tanks, and fruit groves, of trees and waste in the name of the zamindar at the recent survey were undoubtedly based on a misconception of the rights of parties as he has no right to them.

103. Tanks are usually repaired by the maker either with or without appropriate assistance from others who are benefitted by them. Tanks abandoned by the excavators are repaired by cultivators who have lands near, or by the villagers if they are used for other than agricultural purposes. It does not appear that the maker of a tank can legally demand assistance from a person whose lands were benefitted per accident, but in practice no difficulties arise.

Repair of tanks Q. 58.

104. By local custom a tenant may in all the estates plant trees on lands contained in his own holding, including the land not assessed to rent. As a matter of fact trees are

Planting of trees QQ. 59, 60.



never planted in low rice-lands. The zamindar having no right of interference within the village cannot be affected so long as he receives his rent on

Tenant entitled to plant in his own land.

the cultivated land. If it be urged that the trees might be planted in lands capable of conversion into don, the reply is that it is unlikely, but in any case, the zamindar has no power to force a tenant to convert his gora into don. A point not taken before me but worth noticing is whether by planting trees on gora a cultivator uses the "land comprised in his holding in a manner which renders it unfit for the purposes of the tenancy," under section 32A, Act I (B.C.) of 1879. It is certain that the Legislature never contemplated such a result from this new provision, and on the question of fact the planting of trees, at all events to a limited number, within or on the borders of gora lands in this pargana would certainly not render the gora unfit for the purposes of

This is by custom not a misuse of the land. Q. 59(a).

the growth of ground crops, but also of crops grown on trees, lac, tasar or fruit, otherwise trees would not be so extensively retained in goras, since they always interfere to some extent with cultivation. If a grove or bagicha were planted so as to completely stop ground cultivation or make it rarer than once in five or six years, frequently the cycle of these half-jhums, the custom might conceivably conflict with the express provision of law, though a consideration of the peculiarities of goras as an adjunct of rice-lands rather than a distinct portion of the holding, renders even this exceedingly doubtful. But to plant a number of fruit trees would certainly not conflict with the purpose of the tenancy of gora in a jungle region, even if there is no ground cultivation underneath them. It may be noted here that Act I of 1879 differs somewhat from Act VIII of 1885, section 25, because the ejectment could in any case not be from "the holding," but from the particular "land" misused: As a matter of fact section 32A was enacted merely with the object of preventing agricultural land from being used for building purposes.

105. A cultivator in sadant villages is not usually entitled to plant trees in waste land without permission, the consent of the headman being generally necessary. In all cases the consent of the owner of land in a holding is required before another person may plant trees in it. There are, however, exceptional cases even in diku villages where all may plant trees without permission in waste land. And in the Kolhan Pirs especially, wherever a villager may reclaim waste land without permission, he may also plant a few fruit trees without permission in such waste land, but usually,—and particularly where a bagicha is to be planted in parti land,—the approval of the munda and a panchayat of the cultivators is required. The zamindar has no right of interference with the waste land of the village and no permission from him is ever required. Neither on groves (§ 99) nor on isolated trees is rent assessable.

Permission generally required to plant trees outside holding—Q. 59 (b) 60.

#### SOME LEGAL AND CUSTOMARY INCIDENTS OF RAIYATS' HOLDINGS.

106. The questions of the record-of-rights from 61 to 68 are chiefly concerned with points as to which there is an express provision of law. They have been included partly so as to make the record complete, but also in order to make the tenants fully acquainted with the law affecting them. (a) A raiyat can only be ejected in execution of an order of Court. As there are

(a) Ejectment only by order of Court. Q. 61.

no non-occupancy raiyats, this practically amounts to a finding that ejectment of raiyats with a right of occupancy is only possible from land which they have misused and as they may use their land for any purpose, ejectment is in practice impossible.

(b) A raiyat whose holding is sold up does not lose his house also. Q. 62.

(b) If a raiyat's holding is sold up (as it can only be for arrears of rent on itself), he does not lose his house as well, nor his out-houses, nor his homestead, nor in fact anything except the land of the holding. Usually, however, his interest in the trees

standing on his holding follows the holding, but the self-sown fruit trees which fell to his share in villages where such trees have been partitioned among the villagers, do not pass from him unless distribution has been by holdings, nor do his planted trees which stand outside his holding. A tenant can sell the thatch and woodwork of his house, but if he leaves the village for good without doing so, the nearest relative whom he has left behind has a right to it: failing relatives, the headman in the diku villages of the Sadant Pirs appropriates it but in the aboriginal villages and in the Kolhan Pirs the panchayat decides who ought to receive it. (c) The rate of

(c) The rent of a holding cannot be enhanced during the currency of the periodical settlement. Q. 63.

rent on a tenant's holding cannot be enhanced during the period of a settlement, even if he has improved the class of his lands. The recent assessment was judicially ordered to run for fifteen years under section 24, Act I (B.C.) of 1879. The zamindar of Khas Porahat has (§ 71) rendered himself punishable under section 11, Chota Nagpur Tenancy Act, because he has reclassified in his own favour old lands in the Sadant Pirs and enhanced the rent fixed by the Deputy Collector. Some old bera had been assessed by Mr. Taylor as gora to which it had "reverted" or from which it had, as a matter of fact, never been really converted, e.g., in Kerabir the Assistant Settlement Officer, after a local enquiry, found that all but a small part of land assessed as don in 1880 was still upland. These have now been assessed as 'kudar' (§ 155) at Rs. 2, or as don at the estate rate of As. 13 a bigha, in defiance of Mr. Taylor's decision, with which the Deputy Commissioner refused to interfere. The zamindar has also enhanced the rent on gora lands of a raiyat's holding, which the raiyat had improved by conversion into don. He has also taken beth-begari and other exactions which are in effect an enhancement of the rent (§§ 167, 182). All this is quite contrary

(d) No right of sale of his holding. Q. 64.

to law, and also to the custom of the pargana. (d) A raiyat cannot sell his holding [section 10B (1), Act I of 1879]. Formerly all who had reclaimed their land, or were successors in interest of a reclamer, had a right to transfer their holdings, but those who had received settlement of abandoned land, had not a transferable (as opposed to a heritable) interest. Sale, though rare was valued as a privilege, and in Kera Hos and dikus objected before me that their reclaimed lands had been alienable by custom. A reclamer whose advent was subsequent to that of the patriarchal family, even if popularly called "khuntkatti," is certainly a raiyat, not a tenure-holder, and the enactment undoubtedly applies to him. The other reclaimers called "khuntkattis", who are of the patriarchal families of the village, though they are tenure-holders, when viewed as a village community, appear also to be raiyats or quasi-raiyats in respect of their own personal holdings, in the same way as a Mundari khuntkatidar in a broken khuntkatti village, who fulfils the last part of the definition, may be termed a quasi-raiyat, his tenancy being defined as neither a tenure nor a holding. "Raiyat" for this purpose, would then include in this pargana all holders of a prajali holding in its widest signification, except Mundari khuntkatidars whose tenancies also are not transferable by sale (section 152, Act I of 1879). (e) A raiyat can only mortgage his

(e) Right to mortgage—Q. 65. consent of headman alone necessary.

holding for a period not exceeding five years, and enter into a bhugutbandha (or 'bhakat' or 'bhagat bandhak', as it is locally called) for a period not exceeding seven years [section 10B (1) and (2)]. For this he requires the consent in writing of his landlord. Now as the purpose of this provision is to secure the rent, it is obvious that the "landlord" must be the tenure-holder, the headman on whom falls the whole loss of default on the part of the person cultivating the land. A local custom requiring the tenure-holder to get the consent of his landlord would not be illegal, but no such custom exists. It can be safely said that no person ever obtained or required the consent of the zamindar before mortgaging his lands. Mortgages

Restrictions as to person to whom mortgage may be given.

are rarely given. In most aboriginal and in many diku villages they have never been given at all, and where they are given, they are generally restricted to tenants of the village, and often, especially in the Kolhan Pirs of all the estates, to the aboriginal tenants. In some cases, they may be given

to outsiders who are of particular tribes e.g., a Mundari or a Ho. In no case may mortgage of land be given to a *pardeshi diku*, a non-aboriginal who is not a native of Porahat or the adjoining parganas. The aboriginals know that in exclusiveness lies their sole safeguard. A bhugutbandha alone for the same period may be given by Mundari khuntkattidars under section 152 (3) of the Act. The consent of the rent-receiver is of course not necessary. If the transfer relates to an intact khuntkatti tenancy, it is valid only if all the Mundari khuntkattidars consent to it. If it relates to a broken tenancy, the consent of the rent-receiver to the bhugutbandha is not required by law. (f) Apart from the use of "thika" in connection with the patta granting a

(f) Right to sub-let Q. 66. fixed rent for an extended period to the headman in respect of his practically-permanent tenure, the only other use of "thika", since the non-reclaiming cultivators with occupancy rights who used also to be called by that term, have been advanced by local usage and the effect of legislation to a position equal to that enjoyed by reclaiming tenants, has been to denote *sub-letting* by raiyats. Like a mortgage, such sub-letting by positive enactment requires the written consent of the headman quâ landlord and may only be for a maximum period of five years. Sub-letting or leasing is not uncommon among dikus in the closely cultivated villages, and Mr. Slacke notes in Chainpur that the cultivators "claimed and

exercised the right of sub-letting their lands to any one they like at any rent agreed on by the parties." It is uncommon among aboriginals but valued. Among them, however, it is restricted in the same way as a mortgage is, and may be given only to villagers, or very often only to aboriginals of the same tribe as the village. Usually the villagers must approve the person who is thus to be admitted to the village. In all cases a *pardeshi diku* is excluded. The only leases which can be given by a Mundari khuntkattidar are described in section 154(4), Chota Nagpur Tenancy Act. But the custom in the Kolhan Pirs of Khas Porahat, and among the Mundaris and Hos generally, is for a tenant to place his lands in trust with one of his relations in the village while he himself migrates to Assam or elsewhere for a few years. If he has no friend, he gives the land in trust to the munda as manager of the village community. The trustee, whoever he is, cultivates the land and pays the rent during the absence of the owner, who receives back his land on his return. The period of absence often exceeds five years, but the headman has among aboriginals always proved reliable. In a case in Chakradharpur Pir the diku, an old nazir

of the Civil Court, over-reached the emigrants. (g) Mortgage or subletting of part of a holding (g) Can a tenant mortgage or lease a part of his holding? Section 10B contemplates such an act, and the local custom is that he may do so just as he may relinquish a portion of his holding. The restrictions are the same as when he mortgages or sublets the whole of his holding. (h) There are no other ways in which a raiyat may "dispose of" his holding. But of course he may partition it among his heirs, see section 129, Kolhan Report. (i) As all raiyats in the pargana holding directly under the headman or in khas villages under the zamindar, have occupancy rights, they are entitled to patta (section 8, Act I of 1879). The denial of this right by the zamindar of Khas Porahat is quite inexplicable, except on the view that a raiyat possesses no rights not

(i) Raiyats are entitled to patta only by custom, but even under the law. It is true that pattas have never hitherto been given to individual raiyats. The headman's patta has at times embodied some of their customary rights and liabilities, e.g. in Kera, the Kharsauan villages and Chainpur. The headman's patta has been regarded as the patta of the raiyats so far as it concerns the raiyats; for instance, bethbegari, goats and rakumats in Anandpur, and supply of timber and dalkati in Kera, are taken from the tenants though entered only in the patta of the headman. Similarly, in suits the zamindar of Kera has pleaded the conditions of the headmen's patta as showing his relations with raiyats, and with headmen who had no pattas. One of the strongest arguments for supervision of the pattas of the headmen is that they purport to bind, not only the headmen, but also the other tenants, who would, in practice, be unaware that any impossible conditions in the headman's patta though nullifying all fairness and equity of rates, were not binding on them

also. Since the pargana is now part of British India the local rent-law makes the grant of patta to raiyats obligatory. A right of occupancy implies the continuance of the existing conditions of tenure. It is only in the case of non-occupancy raiyats who do not exist in Porahat that both conditions and rates (section 9) are the subject of agreement between the raiyat and rent-receiver. (j) Every tenant has a right to a receipt in the prescribed form for any payment to his landlord on account of rent or interest due thereon (section 12 of Chota Nagpur Tenancy Act). Receipts are very rarely given to

(j) Tenants are entitled to rent receipts. Q 68(b).

men. To get a receipt written at all is a costly matter, and when both headman and tenant are illiterate, there is no guarantee that the writer, if interested or unscrupulous, will fill in the details correctly. Besides, the cost would probably be recovered from the raiyat, though the latter have been warned that they are not liable for *likhai*. An attempt to enforce the provision of law, unless on complaint by the raiyat, would, I think, be premature particularly in the case of illiterate aboriginal headmen against whom oppressive treatment is not alleged. Where a raiyat takes the trouble to complain, it is, of course, pretty clear that the headman has tried to over reach him, and a fine might improve matters. The selection-and-weeding-out methods suggested by Mr. Taylor as regards headmen are impracticable as they would cause

Receipts rarely given. headmen are impracticable as they would cause incalculably greater injustice than the object is worth. Moreover the succession being a matter of right, a condition of literacy could certainly not be insisted on, unless perhaps in an appointment after an ejection for arrears or misconduct, but even there other considerations are in practice vastly more important.

#### V.—SAJBAT.

107. The fish in bāndhs and tanks belong to the owner of the water-store but if it is abandoned, then to the village community (§ 102). The fish in a river or stream belong generally to the villagers of the village through which it passes, who may fish in it at will within their own borders. In some villages exclusive right to fish within their village is claimed by the people of the village, but sometimes the inhabitants of neighbouring villages exercise reciprocal rights. A few pools in the Koel may be reserved by the zamindar of Anandpur for the supply of fish for his own table, but for no other purpose. The zamindars have no right to let out fisheries in rivers or tanks, or to prevent the villagers from catching the fish.

A.—Right to fish Q. 69.

#### B.—RIGHTS IN JUNGLE AND TREES. QQ. 70—80.

108. The only villages in the pargana which have not sufficient jungle to supply their own requirements are situated in Chainpur, where timber and fuel is procured on payment from the Government Kolhan and from Kera, in Chakardharpur Pir where the supply is obtained on similar terms from the same sources, from Korakela and the Porahat Reserves, or free from the unreserved jungle in Songra Pir or Porahat Pir, in a number of villages in Porahat Pir and lastly in the jungleless villages of Kera which are entitled to a free supply from the jungles of other villages in the estate. The jungle and waste land in Khas Porahat are "protected forest" under Notification No. 3856 For., dated 17th July 1894, and are in charge of the Forest Department. The right of all cultivators in that estate to a supply of forest produce for their own requirements from the unreserved jungle of the estate, free of all payment, is beyond discussion. In the other zamindaris also, the unit for this purpose is the whole estate and not the village.

70. Source of supply of forest produce.

109. The question of the respective rights of zamindar and tenants over the jungle is discussed at length in the chapters on the various estates. It is sufficient here to recall the fact that the method by which communities in the Sadant Pirs acquired their villages made them owners of everything within their villages which the zamindar did not expressly reserve, and in the Kolhan

Position of zamindar and tenants as regards jungle.

Pirs and among Mundaris generally, they have always been owners of their villages and merely tributary to the State, which has now made over its rights to their contributions, assessed in a particular way and called rent, to a private zamindar. In the former pirs and the non-Mundari area of the dependant zamindaris the position was that the zamindar also was entitled to supply his own requirements, and as a matter of fact he did this through the villagers who brought the timber and bamboo required for his house. Sale there was none either by zamindar or tenant. Both had the fullest right to supply their own needs. Subsequently, in comparatively recent years, the zamindar claimed a right to be put in a position to sell. In Khas Porahat the jungle

Partitioned in Khas Porahat where zamindar has great reserved jungle.

was partitioned into reserved forest, where the zamindar enjoys exclusive rights, and unreserved (subsequently "protected") forest, in which the

zamindar acknowledged the right of the tenants to reclaim the waste and to the full use of all jungle produce free of charge, subject only to such regulation of the right as might be required in their own permanent interest. It is freely admitted that under the management of the Forest Department no restriction whatever is placed on the tenants' use of the jungle and waste in Khas Porahat—the claim to sell dry timber and other produce was admittedly "opposed to the ancient rights and privileges of the people" [Commissioner's No. 42 R. (para. 15) of 7th June 1894 to Government], and wherever sale

With no right in the unreserved parts, which are the share of the tenants.

of dry timber has taken place, it has merely been in order to prevent economic waste, and the proceeds have hitherto been credited to the zamindari account under the Forest Department, simply because any expenditure

on the protected forests was also debited to the same account, though, as the Commissioner wrote in the paragraph quoted, the sole object of the protected forests is to prevent denudation of jungle by villagers abusing their customary privileges by wanton destruction, and the sole duty of the Forest Department is to further this object, to obtain revenue being beyond it. Government as zamindar of Khas Porahat thus acknowledged that it had received its full share in the partition of the jungle, and that the rest belonged to the tenants. Rights have not altered since 1894, because the protected forest was constituted subject

The enquiry under section 28 Forest Act was held conjointly with the present record-of-rights.

to all rights of individuals and communities. The enquiry, enjoined by law, to determine those rights, has been held in conjunction with these proceedings.

The other zamindars on whose estates there is jungle now greatly desire to be placed in the same position as Khas Porahat and to have a portion of the jungle of the estate set apart, as their own reserve, no rights of interference with the other parts being then retained by them. The zamindar's right of user has been in recent times transformed in two instances to a right to sell forest produce. In Kera and in Anandpur the zamindars have sold from the jungle of the whole estate, while the tenants also have uninterrupted rights of user over the whole area.

110. In Khas Porahat, therefore, the zamindar having his full share in

Sale, QQ 79-80.

Khas Porahat—Zamindar cannot sell from unreserved jungle.

Tenants have right to full supply for their own use,

the reserved forests, has no right of sale or to take forest produce *quâ* zamindar from any part of the 'bahar' jungle. A tenant is entitled to take—but no individual tenant to misuse the right—for his own use free of charge all forest produce whatsoever from the bahar jungle of the estate, subject to any special custom in any village, but there is no customary right to sell any such produce except where in Mundari villages in the north and west of the Kolhan Pirs sale of minor forest produce has long been customary. In Bandgaon the jungle belongs solely to the village communities of the

And in some Mundari villages to sell minor products.

Mundari khuntkatti villages. Even on the erroneous assumption that the zamindar was the *owner* of the jungles, the right of the tenants to an adequate supply of jungle produce absolutely free of cost has been repeatedly affirmed by

Bandgaon—there is no right of sale by the zamindar; tenants' rights as in the Kolhan Pirs.

Government and admitted by the present zamindar. They have no right of sale of big timber, but have long sold minor forest produce or manufactured articles. The zamindar has no right of sale, first because

he is not the owner, unless perhaps in one or two exceptional villages, and secondly, because even on the erroneous assumption that he is the owner, the ownership is admittedly subject to the restriction that the tenants and communities have a right to a full supply free for their own use, and as the jungle is not more than sufficient to provide such a supply he would by sale deprive the tenants of that right.

111. In Anandpur, the blocks of jungle set apart by the Rent Settlement Officer, Mr. Taylor, in 1903, now constitute the zamindar's share of the jungle on a partition with the tenants, in which the bahar jungle is left to them as their share with full right to reclaim it, and supply all their other requirements. In the blocks of reserved jungle, the tenants, however, still retain the right to graze cattle and take certain minor produce, with a right to fall back eventually on the khas jungle for forest produce when there is no longer a sufficient supply in their own village, while the zamindar has a right to sell timber from the reserved jungle, and also timber cut by tenants in reclaiming lands when it is not required by the villagers, and to cut giant trees from the unreserved jungle. In Anandpur, no claim whatever is made to a right to payment from tenants in respect of jungle produce taken for their own use. It has never been taken nor claimed, and even apart from the recent compromise, would be quite inadmissible. Again, the tenants took from anywhere they pleased within the estate, and it is impossible to say that there was any part of the jungle of the estate in which the tenants had no rights of use. The estate, not the village, is the unit for the supply of jungle produce. The blocks of khas jungle, in some cases at least, cannot be said to include merely jungle never granted or occupied. As, however, the division into 'khas jungle' and 'bahar jungle' has not been made under any provision of law, both tenants and zamindar have still nominally the same rights as before in both classes of jungle, the raiyats to reclaim everywhere, and the zamindar to cut and sell all the self-sown non-fruiting trees in the jungle. But the partition effected by Mr. Taylor by which each party was restricted to a certain area has actually been completed and acted on, and the subsequent objection on the part of the tenants arose from an important change in the terms agreed upon—their cattle having been excluded from grazing in the khas jungle. In its entirety, the compromise was equitable and undoubtedly voluntary and it has been acted on. The rights of the parties in the two classes of jungle are therefore now determined by the agreement under which the partition was made. The zamindar is entitled to sell from the khas jungle all produce, but from the village jungle only great (non-fruit bearing) trees and trees cut by raiyats in making goras. The tenants may not sell jungle produce.

112. In Kera the zamindar has sold from every part of the jungle. Tenants who have jungle in their villages have admittedly a right to use all jungle produce for their own purposes, but not to sell. The zamindar has, on a forced interpretation of a clause inserted by the Commissioner in the Kera patta of 1880 (App. IVB) requiring a raiyat or a headman to get the consent of the zamindar when he took jungle produce from another village, been endeavouring to exact jungle cess from jungleless villages, on the plea that the Commissioner would not have inserted the clause, unless he thought the zamindar owned the jungle. But the context taken with the immemorial custom of the estate leaves no room for doubt that the framer of the patta never contemplated that a tax, unique in the pargana, would shortly be taken—a departure from the immemorial custom by which all tenants in Porahat are entitled to their supply of timber free,—but drafted the provision, because he was solicitous for the preservation of the jungle and desired to arrest wanton denudation of jungle by reckless cutting in the most accessible jungles. In Kera, as elsewhere in the pargana (§ 219), the unit from which a tenant may take jungle produce free is the whole estate. Similarly tenants in the khorposh villages have the same rights within the whole

estate as tenants in the parent estate, their rights not being affected by arbitrary subdivision of the estate. "The villages are older than the elakas". The

whether there is jungle in their villages or not.

is legally realizable. The zamindar has, however, the right everywhere to sell timber of trees if they may be cut by the custom of the village, fuel and other forest produce from the jungle. In Chainpur there is no jungle. As

Subordinate tenure-holders. to subordinate tenure-holders the zamindar of Kera admits that debottar and brahmottar holders have full rights in the jungle of their grants. The rights of khorposhdars to sell are disputed by the zamindars of Kera and Anandpur. (§ 401, 343).

113. Jungle produce may be taken free by tenants for the following purposes:—fuel, house-building, all other domestic and agricultural purposes, and for the purposes of a handicraft. Everywhere mahua is free. The zamindar of Kera for some years after 1885 levied a few pailas of mahua per house according to the crop to feed his cattle, but as the payment of mahua-oil was consolidated with the rent in 1880, it is clear that a new payment on mahua is not now separately realizable. Similarly mahua is not assessable even where by custom it is sold, though in many parts it is not sold at all. A cultivator is entitled to take

Purposes for which jungle produce may be taken free. Q. 71.

No payment for mahua. Q. 71 (d),

nor for fruit of trees on a cultivator's holdings, even if sold by him. Q. 71(f)(g),

nor for jungle fruits &c., for personal use. Q. 71(h)(i)(j)(k).

other residents of the village may take, free of charge, for their own use the fruit of self-sown trees on a cultivator's gora but they may not sell it. Again, no fruit or other uncultivated forest produce taken from jungle or waste land for personal use of a villager or his family is assessable, but while in the Kolhan Pirs of Khas Porahat and Bandgaon the position is the same when he takes it for sale (provided he takes it from his own village) as when he takes it for his personal use, elsewhere such produce is not by custom sold at all.

114. Outside the Kolhan Pirs of Khas Porahat and Bandgaon a villager has everywhere in the pargana exclusive right to the trees which he has himself planted or which he has inherited, and he may sell the leaves and fruit. He may also sell bamboos planted by himself, though in some parts there is no custom of sale. In Chainpur he is entitled to sell them if grown on his gora. "Planted trees" are never cut in Anandpur, if fruit-bearing and in jungleless villages in Porahat Pir, no one may cut fruit-trees even if not fruiting. The planter of a tree and his heir has an exclusive right to the dead wood, which (as even the zamindar of Porahat admits) he is everywhere except in Anandpur entitled to sell. In the Kolhan Pirs of Khas Porahat and a few Ho villages in Pir Porahat, only the fruit of jack, plantain and sometimes karanj is exclusive property of the planter—the fruit of all other trees may be taken by any villager. When the owner of planted trees leaves the village for

Right to such trees when the planter leaves the village.

good, such trees belong to the relative who by custom would be entitled to his lands. If there is no relative, they are treated as self-sown trees and the fruit or dry timber belongs to the village community.

115. Custom accords with law in regard to self-sown trees in cultivated land. The zamindar has no right to such trees. The jungle land was acquired

Self-sown trees.

(i) On cultivated lands.

by the cultivator for the express purpose of clearing the jungle and bringing it under cultivation without any reservation as to the trees. Where the cultivator has preserved trees in his cultivated land, he has done so for his own purposes, usually to the detriment of his crops, and never because the trees were the landlord's property, since they were his own to use as he pleased, to destroy or to preserve (cp. 23, Calc. 209). No trees on cultivated land may be cut down without the cultivator's consent.

(a) Leaves and fruit, 73 (a).

The leaves and fruit of self-sown trees on cultivated lands may almost always be taken by all



villagers. The cultivator may, however, also sell them. It is exceptional that they should belong exclusively to the tenant, or be available to persons outside the village. The dry timber of such trees may generally be enjoyed by the same persons as may take the fruit, but there is no invariable rule. Green trees on such lands may nowhere be cut without the cultivator's permission, and if they are fruit trees, they may usually not be cut at all.

(b) Timber, 75 (a).  
 116. In homestead lands called 'bari' or 'dihbari,' the householder has usually exclusive right in the fruit and leaves and also to the timber of self-sown trees. Sometimes, however, especially in the Sadant Pirs of Khas Porahat and Chainpur, where trees are few and never cut at all, the villagers have all fruit trees in the village in common and divide among themselves the dry timber of all dead trees. In rare cases all villagers may take the fruit and leaves or the dry timber, one or both, of self-sown trees in homestead lands also.

117. The fruit and leaves of self-sown trees in jungle and waste land may be taken by all villagers, except in villages where a distribution of such trees as kusum and mahua having taken place, each villager is in possession of the share allotted to him. Where there is ample jungle, all the people of the estate may take both fruit and timber; where the jungle is no more than sufficient, only villagers are entitled to do so, or occasionally a neighbouring village or two. Sometimes fruit may be taken from the jungle of another village, when timber may not. In jungleless villages, even the trees on waste are not cut: when a tree dies, no matter where it stands, the wood is by custom distributed among the villagers for fuel.

(iii) In jungle and waste, 73(a)  
 75(b).  
 118. In a considerable number of villages, especially but not exclusively in the Kolhan Pirs of Khas Porahat, mahua and kusum follow precisely the same rules as the other trees in those villages, and are common property. In a second class, common rights extend over such mahua and kusum trees only as stand in jungle or waste land, the trees on cultivated land or homestead having been divided by the village panchayat amongst the villagers, non-agriculturists also receiving a share. This partition which is commoner with mahua than with kusum is as a rule permanent. In a few of those villages a partial redistribution ensues on the admission of a new raiyat, or on the death of a villager's trees, or on the making of a new gora containing mahua trees. In rare cases though the leaves and fruit of other self-sown trees of the village belong to the villagers in common, a tenant has an exclusive right to these species on his holding, but sometimes the exclusive right extends only to his bari lands. In a third class, where the waste or jungle is not extensive, all mahua and kusum trees have been partitioned among the villagers. As to the division of mahua, sometimes all the mahua is divided among all the villagers who help to keep the cattle off when it is dropping, sometimes anybody may eat the fruit, but only villagers or the owner of the land or the exclusive owner of the tree may take away the fruit in baskets. Mahua oil was apparently once taken in Kera, but was subsequently consolidated with the rent in 1880. In the Kera patta of that date, too, we find that the tenants were in exclusive possession of mahua (just as they now are of mahua and kusum), the headman being prohibited from interfering "with mahua, mango, jack and other trees held by them." In Bandgaon the zamindar for a time forcibly taxed kusum and mahua, but this did not put an end to ownership in common since the tenants of some villages paid the tax by a subscription and distributed the fruits. That irregular taxation has now ceased, and fruit trees are not assessable anywhere in the pargana. Kusum is now used in Kera and Anandpur and more rarely in Khas Porahat for the cultivation of lac, but the fruit also is valuable. The tenants are everywhere entitled to use these trees for any purpose which suits them best without liability to any payment except in Kera and Anandpur where if the crop of lac is successful, they must pay the cess at the customary rate.

119. All trees may be cut in preparing don. If not cut the effect is the same as they become water-logged and die. On rare occasions, one sees a particularly good fruit tree saved. In clearing gora, on the other hand, All trees may be cut in making don. Q. 76.



mahua, kusum, and mango are invariably spared. Other fruit trees are generally spared, but this depends on whether the fruit is good, and—particularly in the case of

Mahua, kusum, and mango are invariably spared in making goras,

close together as to impede

and often other fruit trees, asan for tasar, and species suitable for cultivation of lac.

The trees used for lac cultivation, rufa, palas, dumar, porho and pipal are generally spared. In some villages arjun, sal, paisar and hara are also left. Much depends on whether other good fruit trees are available in the same land. The custom not only varies from estate to estate, but from pir to pir and village to village. Where there is no jungle, no green tree of any kind may be cut. In other places, the headman or the panchayat, when according permission to reclaim, specify the fruit trees to be spared. In Bandgaon under the informal regime of the 'protected forest' mahua, kusum, hara and kahua are protected species.

120. As regards cutting for timber, only absolute necessity warrants the destruction of kusum, mango or mahua, but the statement, of course, does not apply to seedlings or saplings which grow up in goras. This is, however, in many villages a full list of the species which are practically never cut, and, as already mentioned, there is no feeling against cutting even these to make embanked land. The timber of other fruit trees, except jamun, is of little use. Unless the fruit of a jamun tree is very good it is freely cut, though a tree whose fruit is not edible, is cut by preference. Asan, even in villages where tasar is grown, arjun, hara and sal are freely cut for timber for special purposes, such as the making of ploughs, as is also paisar. Trees cut in making goras are of course not spared when required for timber. Trees used for lac cultivation are as a rule preserved where lac is reared. But it should be understood that the reason for sparing these species is that when standing they are of greater utility to the community or to the person who spares them than if cut, and that there is no absolute prohibition against the exclusive owner cutting a tree, nor ordinarily is any permission required to do so.

Species spared by custom in cutting for timber, etc. Q. 78.

121. Generally speaking, no permission is required to cut trees on waste land or in jungle, or on the land of the cutter, either to clear land or for timber or fuel, and permission is never required to collect chop, fibre, fruits and other uncultivated jungle produce. But, as I have already said, in many jungle-less villages in the Sadant Pirs, Chainpur and Kera, no green tree whatever may be cut. In a very few instances, if a tenant when preparing a gora, desires to cut trees which the custom of the village ordains should be spared in such circumstances, the headman's permission is required. No green tree may anywhere be cut from cultivated land without the consent of the cultivator, which ordinarily will be withheld.

122. In the greater part of the pargana, tenants have no right of sale of timber or of uncultivated forest produce. In many villages in the Mundari pirs of Khas Porahat and in Bandgaon, however, as already remarked (§ 110), sale of minor forest produce has taken place uninterruptedly for at least 30 or 40 years, during most of which the neighbouring parganas of Ranchi have been denuded of jungle. Sale takes place at the hâts at Bandgaon, Murhu, Tapkara, Sodē and Pinding. Where the evidence showed that the custom was more recent than 1892, that is the first constitution of protected forest, it has not been admitted nor entered in the record.

Sale of minor forest produce is customary in the Mundari pirs and Bandgaon.

Custom varies greatly in the different pirs and in different villages, and though the list of articles sold includes ploughs and other agricultural implements, sometimes carts, rolas which one man can carry to market, and bahangis, bamboos, chop, sabai, and string, kher, mahua, khijur mats, fruits and leaves, brooms and occasionally charcoal, there are few villages where the list of articles sold is not short. Of course lac and tasar cocoons are always sold. No claim is raised to sell big timber. The Joint Forest Settlement Officers in their report of 1887

(paragraph 16) while admitting the rights of *bond fide* raiyats of the estate to a supply of all manner of forest produce for their own use, "do not admit" that they have a right to sell or barter produce. At the same time they add that sale of perishable articles reproduced annually is unobjectionable, if no individual monopolises them for profit. Now on the theory that Government was the sole owner of the jungle, this view of the right of tenants to sell is intelligible, but as the villagers were originally all

and legal. Mundari khuntkatti communities and were owners of everything within the village, including the jungle of which they have had unrestricted use up to the present day, it is difficult to see how the custom of sale where it existed not only in 1894, but before 1887, can be said to be illegal any more than the custom of sale by the zamindar of Kera, or the custom of use for their own purposes by the same villagers is illegal. It is probably inexpedient, in the ultimate interests of the whole body of tenants, that sale should take place, but here one is concerned not with expediency but with the facts, and undoubtedly there exists a customary right of sale of certain products from the undemarcated area of those villages. No one, however, may sell anything which he has not taken from the jungle of his own village.

123. 'Sarna' is the Mundari and Ho for the portion of jungle "left over."

Jahira or Sarna. Q 81. It is synonymous with 'jahira,' the principal tree in the grove being called 'jahir' and being consecrated to Jahir Burhia and her husband Lutkum Haram (old man Lutkum), to whom a sacrifice is made on the hunting day, when the meat of the quarry is cut in pieces and distributed according to certain rules. Colonel Dalton combines the ideas in the following sentence: "Deswali or Kara Sarna is the god of the

Its sacred character. village who lives with his wife Jahir Burhi or Sarhul Sarna in the Sarna or sacred grove, a part of the forest primeval left intact to afford a refuge for the forest gods." The jahir tree itself is exceedingly sacred,—in the least religious village in the pargana if it were to fall from old age, no one would touch the branches, and until recent times, the knife and winnowing-shovel used to remain suspended on it for a whole year without the least fear of being stolen.

124. The general custom is that no one may cut down trees in a sarna or

No tree green or dry may be out down in the sarna. jahira whether green or dry, and that not even the dry wood may be taken out of the grove.

When a tree falls, the wood is used in the grove on occasions of worship. The sound of the axe must not be heard in the grove except on the Magh and Ba (flower) festivals, when the sacrifice which has been offered renders the deity innocuous for the day; at other times he will be wroth at the sound of the axe. In some villages a dry tree may be cut down on those days for purposes of worship. The point in which custom varies with the tribe, and to some extent with locality, is the propriety of taking

Nor may dry wood of fallen trees be removed from it. wood of fallen trees out of the grove on the day of the festival. Among the Hos, such a thing is absolutely prohibited, the wood being only used for purposes of worship within the grove. The custom among dikus is the same. Among the Mundaris of the Kolhan Pirs the dry wood left over

Except among the North-east Mundaria,

provided it has been carried out of the grove on the day of the festival. Custom is more strict in Durka and Gudri Pirs, where as a rule, it is the same as among the Hos. In Lagura Pir, all cutting is preceded by a consulta-

where a little dry wood may be carried out on the day of the pujas for ordinary use.

tion of the pahan and Mundari khuntkattidars. Everywhere the cutting must be in the presence, and with the consent, of the pahan.

Bandgaon.

In Bandgaon custom has to some extent been relaxed, and in some villages it is claimed that with the consent of the pahan and Mundari khuntkattidars, a tenant may cut down a tree after a sacrifice to the "bonga" or deity to move him on to a neighbouring tree, a practice not unknown in Ranchi, but very sparingly indulged in. Without their consent and without a sacrifice, however, no tree in the sarna may be cut down. Throughout the

pargana all may take the fruits and leaves of the trees in the sacred grove. Lac and tasar may not be reared on the trees. And above all no fruit nor wood from the grove may be sold on any pretext whatever, nor otherwise transferred to any non-resident of the village. Sale by the zamindar of Bandgaon was more resented than his irregular and sacrilegious cutting.

125. Several cases have recently occurred in Ranchi in which landlords have been convicted under section 295 of the Penal Code for cutting down trees in a sarna. There can be no question that in this pargana in which custom is even more strict than in Ranchi, in parts of which a tree may sometimes be cut after a puja has been performed, it would be sacrilege of the worst kind to cut down any tree from a jahira, and would merit a smart sentence of imprisonment. The zamindar has no right whatever to the trees in the jahira. The only claim to a right to cut them was raised by the zamindar of Khas Porahat who is hostile to all local ideas which are new to him. Not only is the zamindar in this pargana not the owner of the village, whereas the community interested in the jahira is, but in Khas Porahat the zamindar is expressly precluded by the terms of his indenture from interfering with the waste land. The sacrilege is much greater if the zamindar cuts than it would be if a villager did so, since the belief is that it is not the person who cuts, but the inhabitants of the village on which the jahira is situated who will incur the wrath of the outraged deity. The influence of these godlings extends only as far as the boundaries of their villages. If therefore a zamindar or other outsider commits sacrilege, the offence has to be expiated by the villagers. In Kera and Bandgaon, the disqualified proprietors cut down trees in jahiras some years ago till the Commissioner stigmatised it as sacrilege. In Bandgaon, however, no cutting was done without the consent of the pahan, who, seeing no help for it, took a share of the proceeds, either for his own benefit, or usually for a puja to the offended deity. As regards the position of Christian converts, it seems to me that it does not, as far as the jahira is concerned, differ from that of a body of persons who sever their connection with any other established religion—they lose all right in the property. The matter would, however, be different, as Colonel Dalton also suggests, if all the khuntkattidars or all the villagers became Christians, since the purpose of the trust would no longer exist. The community might then devote to another purpose the jahira, pahanai lands, etc.

#### DALKATI. QQ. 82-97.

126. Dalkati is of two kinds—(1) for tasar, (2) for lac. 'Dalkati mahsul or as it is usually termed 'dalkati' was first imposed Tax on jungle cocoons in 1839. by the Raja of Porahat before 1839 when we find a duty on raw wild silk which was demanded from the Babu of Kera, prohibited by the Agent to the Governor-General. In its origin dalkati was not a rent, but a tax realised by the head of the State from all who collected wild cocoons. The next important reference to it is found in paragraph 24 of the Commissioner's No. B of 20th August 1858.

"A tax on the use of the asan tree on which the 'tasar' silkworm is fed called 'dalkati' has been introduced since the estate was under the Court of Wards" (i.e., 1846, after which it probably had been reintroduced in spite of the commutation of the dues into a cash rent), "and though objected to by the raiyats, its realisation by the ex-Raja and dependant zamindars has not been prohibited. The dependant zamindars take four annas, the Raja is said to have lately exacted eight annas for the use of trees. As a tax on jungle products, etc., a check on a branch of productive industry which it is very desirable to cultivate amongst the wild inhabitants of Singhbhum, I am not-inclined to maintain it. In addition to the tax on the producer, the landlords take from the traders a tax of five rupees for every "chala" (a local measure, 1,600 gondas or 64,000) of cocoons he purchases. The late proprietor not only exacted this, but I am told he made the producer pay a tax on what they purchased for breeding with (that is the wild cocoons from the jungle). Of course these customs will be abolished."

Government replied in its No. 2668 of 6th December 1858, paragraph 7, "the tax on the asan tree, and that on the purchase of cocoons will of course be abolished."

Dalkati for tasar was abolished in Khas Porahat in 1858.

No dalkati was ever levied in the Porahat Estate by the zamindar from 1858 to 1896, and it is clear that the present zamindar of Porahat took over an estate limited by express, and implied, engagements of Government his predecessor-in-interest with the tenants. In 1895, Government as landlord could no more have legally reimposed dalkati than bethbegari. As a matter of fact, the tax had been confined to the Sadant Pirs, no dalkati or any

and cannot be resuscitated, other charge for jungle produce having ever been realised in the Kolhan Pirs where indeed the Raja

of Porahat had never been owner of the villages as they were merely tributary. There is therefore in Khas Porahat no custom by which dalkati is legally realisable or can be reimposed. The Commissioner in 1887 pointed out that all cesses and bethbegari had been abandoned when the rent had been increased (§ 174. The present zamindar, however, restarted dalkati on tasar at 8 annas per 'ara' shortly after his arrival, but the tax has not been willingly paid by the tenants. Moreover, the jungle and waste land of the estate are under the Forest Department with whose management the zamindar has no right to interfere, and to make revenue from the protected forests is quite beyond the province of the

either in waste land, Department itself. It is shown elsewhere that the trees in waste and jungle do not belong to the zamindar, and that, especially since he has his own share in the reserved forests, he has

or in cultivated land. no right even to use them. As to cultivated lands the zamindars in the pargana have only the right to

receive through the headman the assessed rents, and they have no right whatever to the trees, either by custom or under the ordinary land. The land was acquired by the cultivator for the express purpose of clearing the jungle and bringing it under cultivation without any reservation as to the trees which the cultivator was

entitled to preserve or cut as he pleased. Bandgaon, which was confiscated along with Porahat, was for

several years in the hands of Government before it was returned to Sukhlal Singh first on a so-called thika patta and subsequently as undertenure-holder. Dalkati is also not payable in that estate.

127. In the other estates, dalkati for tasar has been continuously realised since before the Mutiny. In Kera the patta of 1880 provides for the collection of dalkati by the headman who is entitled to appropriate half the proceeds. As a matter of fact the zamindar receives four annas from each cultivator, while the headman receives four annas only in respect of each non-resident cultivator. Liability to dalkati for tasar is not disputed in Kera.

In Chainpur the custom is the same as in Kera, but there is now no tasar cultivation. In Anandpur dalkati at one rupee is paid by all who make an 'ara.' The fee is collected

either by the zamindar's amla or, if he is willing, by the headman who receives no remuneration, but may himself cultivate free.

And proved in Anandpur. In that estate Nagpuria headmen (that is, immigrants from Ranchi) who do not cultivate tasar, dispute their liability to assessment; but not only is the customary tax an old one, but it is expressly mentioned in all recent and some old pattas. Mundari khuntkatti villages in Anandpur in the few cases where the headman is a Mundari of the village family are, however, not liable. As a rule, there is no tasar in those villages.

128. Tasar is grown almost universally in Kera, and wherever there are trees in Porahat Pir and the neighbouring parts

Tasar where cultivated. Q. 90. of Durka Pir. It is also grown in the south and east of Anandpur. It is cultivated by Singhbhuiyas, including Hos, but not by Nagpurias or diku immigrants from Ranchi nor by Mundaris. In Kera people from Kharsauan, and in Khas Porahat people from the Government Kolhan come and cultivate. The record-of-rights is not concerned with them, except to this extent, that they are not entitled to be provided with trees until the demands of the raiyats of the village and after them of other raiyats of the estate are satisfied. In Kera and in Porahat Pir, but not elsewhere, cultivators of the estate frequently cultivate outside their own village. Trees are

distributed in a panchayat of all who desire to cultivate. Owing to the fears of the raiyats that they may be arbitrarily assessed whether they

Trees distributed by panchayat.  
Q. 95.

cultivate tasar or not, the record-of-rights shows that it is only in the years when they cultivate, that cultivators are liable to pay dalkati where it is payable at all. If the worms die at a very early stage before branches are cut, the tax is not payable.

129. Two kinds of cocoons (Koha) are chiefly cultivated—the laraiia (naria) or small cocoons cultivated in Bhado and plucked in Kartik are more susceptible to cold and atmospheric changes than the larger magaiia (bagai) which are set in Asin on or about the end and plucked in Pous. The seed of the former costs only a rupee for sixteen gandas—four is a ganda—and Rs. 2 to Rs. 3 procures sufficient seed for an ara while the latter are purchased at five gandas to the rupee, and it takes Rs. 8 to Rs. 10 to provide seed for an ara. Though there is a somewhat better market for the larger variety, and though the cultivation of this is much less hazardous, the poorer raiyats prefer to risk their slender funds on the laraiias, and occasionally we find a contest in the village between them and the more substantial cultivators who prefer the bagaiias. The reason is that the different varieties cannot be grown together—when the earlier laraiias die, they injure the later bagaiias, which indeed cannot be grown on the same trees after the laraiias have been cultivated, till the trees have been cleared of the droppings of the latter. An intermediate variety is the dabha. Some laraiias fetch as little as 13 pice per pān of 80 but local prices are usually eight or nine annas.

130. *Lahkar* is also 'dalkati' but whereas the branches are cut in tasar cultivation at an early stage, it is only when the lac crop is successful that the twigs are broken off the tree. Failure of crop is of so frequent occurrence as to make the rearing of lac the most speculative of all crops. Lac has been grown in this pargana at least since the early eighties. Cultivators generally deny their liability to pay lahkar on the ground that any payment for jungle produce is an innovation. It must, however, be remembered that except in Khas Porahat with Bandgaon, other jungle produce is not taken for sale, with the single exception of tasar for which in Kera and Anandpur a customary cess is payable. An ancient charge on dalkati or cutting branches for tasar having in those two estates been expressly maintained, and a new species of dalkati in respect of a new product also cultivated for sale having arisen, it is difficult in the face of the fact that there is no custom of sale of forest produce, to hold that the new charge is illegal.

Recent inception of lac cultivation.

On the other hand, while lahkar on kusum in Kera was for some time levied in many villages, it has not been uninterruptedly paid, but that is probably because of the friction due to the novel and utterly unjustifiable claims of the zamindar that everything within the village, including the trees belongs to him, whereas of course the trees are certainly not his, as even the pattas of 1880 show that at that date trees were the exclusive property of individual raiyats. In Anandpur lahkar has been realised without much opposition except from persons whose claims to be mukarridars have been rejected by the Revenue Courts, but the crop has only recently been extensively cultivated. On the analogy of dalkati for tasar, I find that dalkati for lac is in certain circumstances legally subject to a customary charge in Kera, Anandpur and Chainpur. In a subordinate tenure of these estates dalkati is payable to the under-tenure-holder, if his tenure is not chakrān of a resumable type.

Lahkar not payable as rent for trees, but as a customary tax in Kera and Anandpur on analogy of tasar-kar.

To whom payable in subordinate tenures.

131. In Khas Porahat and Bandgaon on the same analogy lahkar is not payable. For dalkati having been expressly abolished, and cesses included in the rent and there being no longer any "tax on jungle products" (§ 126), there is in that estate no analogy on which the claim to lahkar can be based. Moreover, lac has been reared since 1880 at least, and the first attempt to collect lahkar was made in 1904, so that it is impossible to allege a custom or usage of any sort. In parts of the estate no collection of lahkar has ever been attempted, in others only on one occasion, and in none more than twice. Again had not the headmen been intimidated by the vague position in which they find themselves owing to the new claims of the zamindar, it is absolutely certain

Not realisable in Khas Porahat. Q. 84.

that no collection of so unpopular and illegal an impost could ever have been made. The trees are in no way the property of the zamindar—the trees on cultivated lands are not his (§ 115) and quâ zamindar he may not even take for his own use the produce of trees in the bahar jungle, or tenant's share of the forest. He obviously cannot claim a rent on them. In the reserved jungle, of course, which is the zamindar's share, he has a right to take payment

The recent attempt to realise for all produce. The attempt to levy lahkar was induced by an insufficiently-considered provision in Mr. Taylor's proposed patta, under which lac and tasar were to be grown at rates agreed on between the parties, and which, though not entirely inapplicable to the other estates, had no application to Khas Porahat. Of course no enquiries had been made as to the admissibility of these imposts. It is impossible to believe that this zamindar would have previously failed to levy lahkar, if he had considered himself entitled to it. If it be urged that he has rights in his immediate estate equal to those of his tenure-holders, the reply is that a previous owner having rebelled, Government only conveyed to the present zamindar an estate limited by its own dealings with it while zamindar by which it had deliberately divested itself of certain claims, whereas the loyal tenure-holders retain the full estate they originally held. The claim to dalkati for lac in Khas Porahat is rejected on the grounds—

- (1) That Government as zamindar deliberately surrendered all claim to such taxes, in language condemnatory of it (§ 126) and took the abolition into account in fixing the rate of cash rent (§ 177). The tax cannot therefore be revived by a successor-in-interest.
- (2) That there is no custom whereby lahkar is payable; in some part it has never been claimed, and in others paid unwillingly twice at most.
- (3) That the trees belong both in the Kolhan Pirs and in the Sadant Pirs, not to the zamindar but to the community, or to the individual members of the community into whose hands they have come by distribution or who have preserved them. That this is so apart from the partition, of jungle into reserved and unreserved forest, and particularly since that partition, whereby the zamindar received far more than his share, which was merely a co-existent right to draw on the jungle for his own personal use. In the Mundari khuntkatti villages he never possessed any right at all.

132. Lahkar is nowhere payable on account of planted trees such as bair. By custom the owner of a planted tree may sell the leaves and fruit and nearly everywhere has exclusive right to them. It would obviously be ridiculous if an outsider could levy a charge from him for using his own property in a particular way, particularly when there is no custom sanctioning the impost. The immunity of such trees is admitted. Lac is grown on porho, palas, pipal, ruta and dumar as well as on kusum. Indeed in Bandgaon as in Ranchi, kusum, is, especially when large, voted sour food for the insects. In Kera again kusum only is taxable, the customary due being from two to four annas according to size. Hitherto khas collection has been made, but as the impost is admissible as dalkati, it is clear that under their pattas the headmen in Kera are entitled to collect the tax and to appropriate half of it. The Anandpur tax on kusum is from two annas to eight annas, and on other self-sown trees from one anna to four annas according to size. Collection is there khas. In Khas Porahat collection was attempted at a rate of four annas for kusum, and one to two annas for bair and palas, but kusum not used for lac was to be taxed at half rates, and the impost was to be taken whether the crop was successful or not!

133. Lahkar is realisable only when the crop is successful and the branches cut. This is the universal rule. And of course nothing can be realised when a kusum or other tree is kept for fruit. It is entirely in the owner's discre-

Lahkar not payable on planted trees. Q. 84 (b).

On what trees grown? Q. 83.

By custom in Kera only kusum is taxable. QQ. 84 (a) 86.

Rates in Anandpur. Q. 86.

Lahkar realisable only when lac is cut off. Q. 86.

tion to use his tree for fruit in which case it is free, or for lac, when by the custom of Kera and Anandpur he must pay labkar, just as it is in his discretion to keep his upland in its present state at the rate of rent for upland or to convert it into don when he must pay a higher rent on it from the next settlement. Neither zamindar nor headman has any right to interfere in the former case any more than in the latter.

124. The zamindar has nowhere any concern whatever with the distribution of trees. The owner everywhere may set without permission on a tree

Customs as to permission to grow lac. Q. 87.

which he has planted or inherited. As to self-sown trees customs vary. In Kera, in jungle villages, the headman's permission is usually required to set on trees in the jungle, but, permission once given, the tree usually belongs to the grantee for lac cultivation in perpetuity. But in most villages all self-sown lac producing trees wherever standing have been partitioned among the villagers, and each man sets on his own trees at pleasure. In Anandpur again, a man on whose land a tree is standing has as a rule a prior right to use it, but occasionally this right only extends to his bari. Often however a man may rear lac where he chooses, except in another man's bari, but sometimes the headman distributes trees on waste land. In the Kolhan Pirs, tenants generally cultivate only on trees in their own lands and no permission is required by them. In the rare cases where they set on trees in uncultivated land, they usually do so at pleasure, but sometimes the munda's permission is required. In either case they acquire a full right to the tree in perpetuity. In Bandgaon, usually no permission is required and no man sets on another's lands. In Porahat Pir the custom is much the same as in Anandpur, but kusum trees have generally been apportioned among the raiyats, and each man uses his trees for fruit or lac as he pleases. Generally speaking to set on another man's lands or bari his permission is essential, and none requires any permission to set on his own land. It is only rarely that a man cultivates lac outside a village where he has cultivation. No unoccupied trees can be given to outsiders if villagers want

Lac, is rarely reared by non-residents. Q. 88.

them, as they generally do. Where the headman distributes trees on waste or jungle as happens in a proportion of villages where lac cultivation is not confined to the cultivated lands, the permission either holds good in perpetuity or only during the four or five years when the cultivator's seed remains on the tree, after which fresh permission is necessary.

General customs. Q. 89.

In no case is payment made or required for the permission, the purpose of which is the prevention of subsequent disputes.

#### GRAZING RIGHTS.

135. The villagers have the right to graze their cattle free of cost in all the jungles and waste lands of their village, and on the cultivated lands of the village when such are temporarily fallow. They have similar rights over the lands of neighbouring villages. All the zamindars except the zamindar of Khas Porahat freely admit the right, and his representatives felt so sure of the local custom that they cannot understand why he should file an objection, especially when in the previous discussions he also admitted the right. Indeed it then had a wider form based on Mr. Slacke's record in Chainpur where the area included also "all orchards, where the trees are too big for the cattle to injure, and all fallow and waste lands of neighbouring villages." This custom is universal in all village communities in the old Porahat Raj, including the neighbouring Political States and the Govern-

Tenants have full grazing right in all land not crop-bearing,

in their own and neighbouring villages. Q. Q. 98-99.

ment Kolhan, and in Ranchi. Indeed when the zamindar of Anandpur desired to set aside certain portions of the jungle as his own reserved forest, the grazing there was expressly conserved to the tenants. The right is as old as the villages themselves and it is inherent in them. In this pargana the village community is in full enjoyment of the right in its widest form, as it has never been infringed in any particular. Fallows reserved as grazing ground cannot be broken up without the consent of all the villagers and the headman. It should be observed that the reserved jungle of Khas Porahat is not within the boundaries of any village, and neighbouring villages have no grazing rights in it though they insist, and probably with



truth, that a promise was given to them that their cattle might continue to graze even there. Cowdung may be collected free of charge wherever the villagers have a grazing right.

136. All the members of the village communities throughout the pargana have an inherent right enjoyed from time immemorial to supply, without any permission, free of charge their personal or professional requirements in the way of stone, iron-ore, clay, gravel and all similar minerals from their own village. Indeed by custom they have similar rights in other villages of the estate. They have, however, generally no right of sale except that an artisan may sell articles which he has manufactured from such products. They may similarly take lime-stone without permission and free of charge to turn it into lime. A cultivator may also by custom use the earth of his holding, and indeed the earth of any waste land in his own or neighbouring villages, to build his house or to make bricks for that purpose. All these are rights enjoyed everywhere by village communities. They are indeed privileges of the nature of agricultural easements. Even in a Highland township, all such requisites for house-building as stone, clay, lime where available, turf, thatching grass, and slate are free, just as peat and buried fir are for firewood, and no consent is ever required.

Minerals. QQ. 100-107.  
Tenants may take free of charge and without permission the less valuable minerals.

The cultivators have, however, claimed no right to valuable metals which have to be mined for. In a few instances, goldwashers (Jhoras and Ghasis) and others have an immemorial customary right to pursue their profession on the same terms as formerly. The rent receivers of Khas Porahat, Kera and Anandpur have each full mineral rights. In Bandgaon, the patta of the tenure-holder provides that he shall have no rights to metals (dhatu), which now belong to the zamindar of Khas Porahat. In Chainpur the question has never arisen, but in view of the decision of 1839, regarding dalkati in Kera, the onus probably lies on the superior landlord to prove that the minerals in Chainpur do not belong to the under tenure-holder.

But have not claimed the valuable metals.

MISCELLANEOUS INCIDENTS. Q. 108.

137. Chapparbandi is nowhere claimed and has never been considered payable. A tenant is entitled to hold free of charge a suitable piece of the unoccupied land of the village as a site for his residence, and permission is or is not required by him to appropriate such land in exactly the same cases and from the same persons as when he proposes to take up waste land for reclamation. Of course a tenant may build on his own gora if he pleases. By custom such an act would not be a misuse of land of the holding. Artisans have the same right to hold the site of their houses rent-free, whether they pay trade-taxes or not. In fact the zamindar's rights to rent extend only to cultivated land and that term, as understood in this pargana, does not include house-site or homestead.

Chapparbandi.

138. Trade Taxes.—No payments of this character are now realisable by the zamindars of Khas Porahat, Chainpur or Bandgaon. In the case of Chainpur, all cesses and abwabs were commuted by Mr. Slacke in 1886 and consolidated with the rental. "In estates under Government management," wrote Colonel Samuells

Trade Taxes.

Where not leviable.

Commutated in Chainpur.

on the objection of the zamindar on 9th January 1889, "when settlement is made, all abwabs are absorbed in the rent, and the separate collection of abwabs is not permissible," a statement equally applicable to Khas Porahat. As to Khas Porahat, it is certain that no payments by tradesmen were ever made among the aboriginals, especially not in the Kolhan Pirs and Bandgaon, where a tribute only was paid by the village community. As early as 1842 at least, "handicraftsmen," as Lieutenant Tickell reports, held villages or lands in the Sadant Pirs in return for their services, but they also paid "the dues" of the State. When the estate was confiscated all contributions in labour

Never due in Kolhan Pira.



or in kind were deliberately relinquished by Government as zamindar (§177).

Deliberately abandoned by Government in Sadant Pirs of Khas Porahat.

The cash rent on cultivated lands was taken in satisfaction of all claims exactly as happened subsequently in Chainpur when that estate was under Government. Even if such imposts had been customary payments in addition to rent, they could not be reimposed after an interval of nearly 40 years by the successor-in-interest of the person who had relinquished them, even if there had been no consideration. There is however

In origin and character a tax, not a rent,

no doubt that in the Porahat Raj cesses on tradesmen were in origin and character not at all rent, but a contribution in labour or the finished product of the tradesman's labour to the overlord to whose support artisans as citizens of the State were liable to contribute. The impost was in fact a State tax; otherwise it would have been paid through the headmen, since rent in Porahat has never been paid separately by individuals. No doubt such imposts might have been reimposed by Government *quod* State, but they could neither be reimposed by Government as zamindar in British India nor by the successor-in-interest of Government *quod* zamindar. The important considerations are that cesses on tradesmen were never payable by ancient custom in three-quarters of Khas Porahat, that where they were once payable they have

and cannot legally be revived.

long been discontinued, and cannot be reimposed, and that the exaction was not associated with the idea of rent for house-site or for produce used in the trade, but was a tax on individuals who did not otherwise contribute to the support of the State. And if they were, as they are not, payments for forest produce or the use of waste land, they obviously would be payable, if at all, to the management of the 'protected forest,' and it is found that the zamindar has no right to make revenue out of the unreserved forest and waste, which artisans and agricultural tenants are entitled to use free of charge.

139. When a particular area was granted by the Raja of Porahat for the support of a kinsman or tenure-holder all the persons within it became liable to pay to the grantee whatever had been due to the former, witness the decision of 1839, that the Raja of Porahat must prove his right, if any, to levy dalkati in Kera. At the time of the Mutiny, the dependant zamindars were not interfered with, and all former contributions continued to be rendered to them. In Chainpur cesses and abwabs have admittedly been commuted (§138). The Tantis of Kera claimed that trade taxes were also commuted in that estate in 1880 when the rate of rent was raised and the value of

Leviable in Kera and Anandpur,

almost everything due was consolidated with the rent. There is, however, no proof of this, and trade-taxes have subsequently been collected. The customary tax was in the shape of a cloth from Tantis, a kodali from Kamars, pots from Kumhars, oil from Telis and Tamarias who used the oil press called 'ghani' and baskets from workers in bamboo, while the few Ghunias and Jhoras gave fish and a tola of gold respectively. It was only in comparatively recent times, when the trade imposts, except kumharkar, were commuted to cash payments, that they began quite erroneously to be confused with the idea of payment for forest

not as a rent, but as a customary tax.

produce or rather for extra produce beyond what an ordinary villager is admittedly entitled to for his own use. A clear proof of this is the fact that such taxes are all payable to khorposhdars in khorposh villages (§400) whether forest produce is or is not available within the khorposh grant. Accordingly when the zamindar of Kera attempted to levy jungle cess for the use of forest produce, the tradesmen in khorposh villages were forced to pay the trade tax both to the khorposhdar and also to the zamindar! Bamboos having become valuable, mahalikar which was represented by a contribution of a few baskets annually has recently been much enhanced and entirely appropriated by the zamindar in khorposh villages. Mahalis, however,

Except partly mahalikar. Q. 108 (vi).

generally admit it on the stipulation that trade requisites are plentiful and free of cost, so that the position differs in this case from the imposts in other trades which are ancient taxes and not royalties or rents, though in the others also payment has recently in some cases become contingent on an

ample supply of produce. I am somewhat doubtful whether mahalikar in its present form is not in part an exaction of the nature of jungle cess. The trade taxes which have been found proved are

Taxes proved.

kamarkar at twelve annas in Kera, and one rupee in Anandpur, kumbharkar in kind in the shape of pots to officers and to the zamindar when on tour (the former also obtains in Bandgaon), mahalikar at two annas a month in Kera and Anandpur, ghanikar in Kera at one rupee and jhorakar in Anandpur at two rupees four annas, the value of a 'masa' of gold.

140. An old payment called 'dalakar' is also realised in Kera and Anandpur. It apparently is a license fee paid by an outsider for the privilege of setting up his shop in a village in Kartik, Agahan and Pous to barter bhunja for dhan (§397). It is payable by ancient custom apparently as a sort of salami to purchase the goodwill of the zamindar, but it appears doubtful whether it is legally realisable. It is certainly not of the nature of rent.

Dalakar. Q. 108 (vii).

141. In Khas Porahat, the zamindar is precluded by the terms of his indenture from taking a bonus or salami (§39), but there is good reason to believe that he has not observed the stipulation in the only two villages in Porahat Pir where he has installed new headmen. In Kera as in Kharsauan and Dugni the Commissioner in 1880 embodied in the patta the customary payment of a salami of two rupees

Patta salami. Q. 108 (viii).

Two rupees for a long-period-patta in Kera.

Not payable in Porahat, Chainpur and Bandgaon.

None in Anandpur.

on the grant of a patta for a term of 15 or 20 years, that is, practically the cost of drafting and execution. In Chainpur, Khas Porahat and Bandgaon there has never been any custom of patta salami. In Anandpur (a) the patta once given does not require renewal at each re-assessment and consequently there can be no patta salami, (b) similarly the grant of a patta in that estate after a clearing lease is provided for in the latter, and is not contingent on salami. Where in Anandpur a newcomer in former times took up an abandoned village, and received ready-made lands, it is clear that the salami was really taken on the grant of the right to occupy prepared mān lands instead of jungle. Such a position is now impossible, as there is no mān land. There is thus in the pargana no custom by which patta salami may be taken, if we except the nominal payment in Kera. The headmen everywhere have a right to continue in their tenures at the new rate of rent legally assessed on the village, and the patta being in origin and character a superimposition on the tenure to the existence of which it is not essential, it cannot be charged for. 'Settlement' with the existing headman is compulsory so far as the zamindar is concerned, and it is not a question of an auction of the headmanship. Even if one headman is ejected the villagers are, with exceptions in Anandpur, entitled to a new headman appointed according to special rules. In Anandpur this is not ordinarily the case, and there the consideration given below is the argument against a right to take salami on a new installation after an ejection: where there has been no regular settlement a salami might not be unjustifiable, since it is a method for securing for the landlord an equivalent for the increase in cultivation; but in this pargana there has been a regular settlement of rents, and the tenants have been assessed as high as is considered equitable, consequently a salami paid by the headman, since it must eventually fall on the raiyats, is not defensible.

142. *Dasahara salami* of one rupee is payable by the headman of each village in Anandpur and Kera. This payment was expressly reserved in those estates when other payments were included in the cash rent. A 'sirpa' or head-cloth of five yards of markin or mulmul cloth is given by the zamindar of Kera in return and tied by the servant of the zamindar on the head of the headman when he has touched the zamindar's feet and presented the salami. Goala headmen frequently render 'charbethi' in lieu of cash, that is, a contribution of dahi varying from a quarter of a ser to one ser at the four festivals, and receive sirpa. The deshpradhan and deshmakhar do the same but in their case it is a compliment merely. In

Dasahara payments.—(a) Salami is renderable in Kera and Anandpur.

Anandpur sirpa is not given. Dasahara salami is a well defined incident of fixed amount and is legal where it is payable by custom. It is ancient in sadant villages only, as the Anandpur list of 1859 clearly proves, but it is payable under the pattas of Kera and generally under those of Anandpur. It is not legally realisable in Khas Porahat, where it is neither customary, having never been taken by Government, nor even in ancient times by the Raja of Porahat from the aboriginals, nor is it voluntary, the method adopted being to deduct it from the headman's nala if he does not pay. Of course, it is nowhere payable if there is no headman.

143. *Dasahara Goat.*—This has been retained in Anandpur at the recent settlement when other payments were commuted, as it is of a religious character. A goat is purchased by subscription among the tenants and brought by the headman. The custom is ancient and has

(b) Goat.

Renderable only in Anandpur.

the same character and history as dasahara salami, except that it was from the outset renderable both by Mundaris and Sadants. The dasahara goat also is only given in villages where there is a headman. It is not an abwab. It is not renderable in any other part of the pargana except in Thengopose in Porahat Pir, where the khorposhdar pays eight annas for it, and in Saraspose where each tenant pays one anna in lieu of it. In Kera it was not retained in 1880, whereas in Dugni it was. In Chainpur it was commuted in 1886. In Khas Porahat and Bandgaon it was never rendered at all by aboriginal villages, and it was never rendered to Government by any headman. The zamindar of Khas Porahat was for some years in the habit of paying eight annas to the headmen in the Sadant Pirs for goats costing Re. 1-4 to Re. 1-8, but his agent says that the practice has now ceased. His method with the mundas of the Kolhan Pirs is to ask whether they have brought a goat for him; if the reply is in the negative, he deducts Re. 1-4 from the munda-nala, and appropriates it, much to the disgust of the intimidated munda. In some cases where the total nala is less than Rs. 2-4 (that is, dasahara salami at one rupee, and a goat at Re. 1-4) the munda has to pay up the difference before the zamindar accepts the rent! It is quite clear that such exactions are illegal, and punishable under section 11 of the Chota Nagpur Tenancy Act, but probably no one will dare to complain, and some day uninterrupted usage will be pleaded as sanctioning the new impost!

144. *Jantal Boda.*—It is nowhere an ancient custom among the aboriginals. The festival at which the jantal goat is offered is a diku or rather, a Bhuia ceremonial.

Jantal Boda.

It is connected with the worship of Pauri Mai, which is celebrated in the head-quarter villages in all the estates except Bandgaon, and also in Porahat and Banskatta in Pir Porahat, either annually or triennially but also when the rains fail, the superstition being that when that lady is well fed, she will certainly send rain. The dehuri or priest, usually a Bhuia, sacrifices the goat and takes the head as his perquisite, while the rest of the animal is eaten by the villagers who have contributed, except that in Anandpur the zamindar takes one quarter at the celebration which in his estate is triennial. The sacrifice is popular and supposed to be very efficacious. No jantal boda was renderable in Anandpur in 1857 or 1859, though a triennial jantal boda was retained uncommuted in 1903, when most other miscellaneous dues were consolidated with the rental. In Kera and Chainpur any interest the zamindar had in it was commuted, but most villages in Kera still continue to bring a goat in Bhado and the villages in Chainpur two goats, one in Bhado and one in Jeyt to the head-quarters, but they are not legally renderable in either case, and are independent of the zamindar who derives no benefit from them. The zamindar of Khas Porahat nowadays regulates the festival in Porahat and Banskatta, and confiscates the goats of persons who do not bring them on the appointed day! This is pure oppression. The people in the Sadant Pirs usually contribute willingly and continued the celebration while the estate was under Government, when of course the zamindar took no part in it. Nothing is legally renderable to the zamindar. It is not rent at all, but a purely voluntary religious offering. Mundaris, except perhaps a few villages in Darka Pir, have never contributed. Certainly, even apart from the ruling that "parabi" is an abwab, no payment whatever

in respect of refusal to render a jantal boda would be legally realisable in any of the estates, including Anandpur. Where therefore it appears in the records, it is to be understood that it is a custom of the village, but a voluntary contribution. Even assuming that the zamindar has some right to it, as part of the rent, it would of course be absurd to commute such a contribution, since it would certainly be again rendered.

145. The only other payment which has been recorded is *shadi-gami pancha*, an aid to the rent-receiver on deaths and marriages in his household. It was allowed in six villages at attestation and nowhere objected to under section 103A. In 1883 the Deputy Commissioner in a revenue suit decreed the claims to this aid in the four Kharsauan villages and it is entered in the pattas of the headmen and has since been twice taken without objection. Each headman collects rateably from his own parjas the share of the total amount required, which a panchayat of headmen apportions to his village. In Thengopose, a khorposh village in Porahat Pir, two rupees are taken rateably from the raiyats on each occasion, while in Saraspose, a brahmotar village in the same pir, each raiyat if called upon contributes two seers of rice and brings a supply of wood. It seems to me that the legality of this abwab in British India is doubtful—it is undefined in amount and frequency in the Kharsauan villages, and in frequency in the other villages. It is clear that in all it is a revival and not a survival, since all panchas were certainly commuted in 1841, as Mr. Cadenhead's report already quoted shows. On the other hand, under the judgment of 1883, it was clearly realisable up to the time when the villages became part of British India. The question in the Kharsauan villages is further complicated by the doubt as to whether they are in British India (§ 189). The matter in itself is not of importance as the payment is very small.

146. Claims were made by the zamindar of Bandgaon to *kulikar* or a payment of one rupee from each coolie on return from Assam, and to *shadikar*, a similar payment from Mundari bridegrooms when taking away their brides, imposts admitted by him to be neither universal nor obligatory, and obviously not ancient in that estate. Similarly *mundla-tanko* a payment sometimes made on the occasion of marriages by the artisan castes in Kera, is a voluntary payment to the goddess, and not a due of the zamindar. *Mardhana* or *bhuinphara* paid by Mundaris in Anandpur, that is, a bullock or a sum of Rs. 10, when a deceased Mundari is buried in the village of which he is a bhuinhar, is a survival of the custom of sequestration which was abolished in the South-Western Frontier Agency at least 70 years ago and is of course illegal. In Hathia, aboriginals voluntarily contribute to diku festivals, but of course they are not bound to do so. In Khas Porahat and elsewhere, Goalas have voluntarily resumed some ancient complimentary services to the zamindar. The *deshmahkar* of the Magadha Goalas assembles as many of his caste-fellows as possible to escort the zamindar on a journey, or to supply water to persons who visit him, and arranges for a *dāf* when a child is born to the zamindar. Again the *deshmahkar* of the Mathurabasi Goalas renders *charbethi* at the Dasahara in return for a sirpa and food, and at the Ind furnishes a rope and ties it to a buffalo supplied by the Uriya Goalas. His castemen then drag it to the sacrifice. The *deshpradhans* still perform a shadow of their old functions without remuneration. All these services are social, or religious, and none of them are obligatory, nor is the value of them a part of the rent, or in any way legally realisable.

147. It is generally assumed that in Chota Nagpur generally *bethbegari* is an ancient custom. I doubt if there is any foundation for the belief, with the single exception of *gharbethi*, that is, the tenants gratuitously repaired the house of their own landlord, bringing the bamboos and thatching grass from the jungle for the purpose. In the parts of Ranchi adjoining Porahat the position is found to be this: in the intact Mundari *khuntkatti* area the bhuinhars do not give *bethbegari* to the supreme landlord nor the parjas to the bhuinhars, in the Sonpur Pargana the non-bhuinhars in return for the enjoyment of the *bethkheta* cultivate the *manjhihas* lands if moderate in extent, in Tamar *halbethi* has recently been introduced in broken *khuntkatti* villages, while in Belsia there is no *begari*, and in Bano few, if any, cases. It is absolutely certain

that the villages in Bandgaon and the Kolhan Pirs like the intact villages in the adjoining parts of Ranchi, being merely tributary to the Raja of Porahat never rendered bethbegari of any sort; not only the character of their tenure but the distance precluded all possibility of it. There were plenty of villages in the Sadant Pirs to keep the Raja's house in repair. Even in Kera, a much smaller estate, where the headman is bound by his patta to supply timber from the jungle to the zamindar on payment of the wages of labour, the distant villages have never been called on to send timber, though situated within 10 miles. The 1857 and 1859 lists of Anandpur show that the only kind of labour was chapparbandi (ghar) bethi. Yet when in 1902 bethbegari was commuted in Anandpur, chapparbandibethi was accounted only for 91 days out of 7394 days claimed! The reason for the extension of the claim is that while in 1859 there was only a little khasjot in Anandpur, the khasjot of the rent receiver had subsequently mounted up to 248 acres including gora, or 26 days per acre. The lists mentioned are very full, and there is no doubt that halbethi, if it existed, would have found entry in them. Similarly in Kera, till 30 years ago, there was little or no khasjot outside Kera village. In Khas Porahat the Raja had only a little khasjot in the villages of Chakardharpur and Porahat with its tola Arjunpur. In Bandgaon the zamindar had no land whatever, and in Chainpur very little. It follows that halbethi and kodalbethi, if they ever existed at all, must have been confined to villages within a few miles of the zamindar's inextensive cultivation. The onus would in all cases be on the zamindar to prove such a custom.

148. It has, however, been unnecessary to enquire into the question anywhere but in Kera. In Bandgaon, whatever claim to bethbegari existed was admittedly given up in 1880 in view of the increase in cash rent. Similarly it was at the same time commuted in the four Kharsauan villages in Chakardharpur Pir at two rupees per hal. In Chainpur in 1886 all beth-kheta (including several items) was similarly commuted. In Kera, the zamindar claimed that bethbegari was not commuted in 1880, but it is perfectly certain that it was. The oral evidence, the patta itself which mentions dasahara salami, dalkati and particularly the supply of timber by headmen in return for wages of labour (if any bethbegari were to be free, why not that?) would never have omitted to mention halbethi if it was renderable, the fact that in a very poor estate of a Kera khorposhdar, neither the Manager, Encumbered Estates, nor the khorposhdar ever took halbethi between 1880 and 1903, the fact that the Commissioner in at least four other cases, Kharsauan and the three cases in this pargana mentioned above, in which rents were fixed in 1880, arranged a fixed cash rent on the model of Khas Porahat to include everything, a rent which in Kera was more than 25 per cent. higher than in the Government estate, with the Thakur's equivocations,—he even claimed gharbethi before Mr. Taylor (*see* Report, page 158), and in the present enquiry two days' gharbethi and one day's kodalbethi which even the khorposhdars stated had long been given up—leave no doubt whatever that halbethi in the villages round Kera, where alone it was renderable in 1880, was then commuted and consolidated with the rent, and is not now legally realisable in the few cases where it has since been taken, not indeed free as before, but in return for rations or a few pice. The only trace of bethbegari remaining is in a duty of the headman, where he must provide labour at the market rate of wages (mazduri lekar), not at privileged rates, to bring wood to the zamindar's house.

and in Anandpur in 1903, In Anandpur again all bethbegari was commuted by Mr. Taylor, higher rents being fixed in consequence, and it was ordered that the fact be embodied in the pattas. In Khas Porahat, the zamindar disclaims all right to bethbegari, though a claim was filed on his behalf. In this estate the question is outside discussion. Not only did Government fix its rents at inclusive rates from 1858 to 1895 and never take bethbegari which, if ever renderable by ancient custom, then ceased to be so, but the recent rates of rents were sanctioned by the Board as inclusive rates. An attempt to exact bethbegari either free or at privileged rates would clearly come within section 11 of the Chota Nagpur Tenancy Act. One pice (as given by the zamindar of Khas Porahat and only when pressed for) is no

return for labour which takes a man two days to perform. By local custom one man carries the clothes and food of two others when they have to leave home for the whole day or for two days, and the remuneration for two days' work of three men is two pice! In this pargana therefore bethbegari is renderable nowhere except in two brahmotar villages, Saraspose and Bamandiha where the raiyats repair the brahmotdar's house, and in two khorposh villages,

Gharbathi in four villages. Karpose and Thengopose, where they do the same for the khorposhdar, and in Thengopose also cultivate his lands in return for rations. These obligations were recorded at attestation on admission.

149. As to questions not mentioned in the record, the mere fact of absence does not affect rights, but absentees who have left the village permanently, family and all, have no right to their lands when they return, if they have not made arrangements for payment of

Miscellaneous.

Rights of absentees.

the rent by mortgage, sub-letting or otherwise. Among aboriginals, all who go away temporarily to labour in tea gardens or elsewhere, have hitherto been considered to have on their return even after ten years, full rights in their lands, houses and trees [§ 106(f)]. And of course if a man's family remains in the village, or one of his relatives simply carries on for him, his personal absence is immaterial.

150. The pahan and the dehuri have now no glebe. At the recent rent settlement, the few rent-free jots given by the zamindar because he had khas jot in the village, or as in Anandpur by the headman sometimes for as long as thirty years, were all assessed to rent. In Tirla in Bandgaon alone, the zamindar, who is headman and has khasjot in the village, gives some land rent-free to the pahan. Elsewhere the villagers subscribe a few rupees to pay the rent of his land, but frequently they are too poor to do so, and the pahan gets neither stipend nor glebe. The pahan or dehuri belongs to the family which established the village, if a member of it is available, and the succession is hereditary and generally by primogeniture. The first pahan in a new village is frequently chosen by the usual divination from among the persons who are to settle the village. There must be a pahan, since without him the village "cannot go on," and the first act of every founder, diku and even Christian no less than Mundari or Ho, is to associate a pahan with himself. In Mundari villages the pahan sacrifices on the jungle land which is to be turned into a village, two cocks and some "diang," since no new village can be established without worship of the sylvan deity. Sometimes the leader in the settlement is himself pahan as well as headman, but usually a son or a younger brother or at times even an outsider becomes pahan and his descendants succeed him. Occasionally when the heir to the pahanship is a minor, the office passes and does not return (as one finds also in the mundaship), sometimes being held by a relation on the female side, or even by an outsider. Thus there are rare cases even among Mundaris where the pahan is not of the original village family. In new foundations non-aboriginals nearly always select an aboriginal as best able to propitiate the local gods. Sometimes in Anandpur a diku tenure-holder simply places an aboriginal pahan in charge, and leaves him to run the village. But in old diku foundations a diku is dehuri.

151. The headmanship is not divisible: khorposh grants seem always to be. Private partitions of the land in raiyati and khuntkatti tenancies among the heirs of the tenant are freely recognised by custom, and the subdivisions are separate tenancies with a right to separate assessment at the next general reassessment. Each heir has a right to a divided share (not necessarily an equal share among brothers) in the land, ancestral or acquired, (cp. § 90 for aboriginals) paying a corresponding share of the rent. Formerly usage among dikus sanctioned sale of a portion of a holding. The custom of divisibility is not contrary to Act I (B.C.) of 1879, but it differs from section 88, Act VIII of 1885, which requires the landlord's consent in writing to make it binding on him. A father is also entitled by custom to partition his land, or part of it, among his sons during his lifetime, but this would now appear to be contrary to section 10B (1).

152. Except in the head-quarters village of an estate, there is no custom in this pargana that the zamindar should have any khas cultivation outside the headquarters villages, still less manjhihas or privileged cultivation in which an occupancy right can not accrue. During the recent survey and rent settlement an area of 868 acres was recorded as khasjot of the zamindars. Of this area, 362 acres was in Kera, and represents nine jots, but almost the whole of it was in Kera village and three other villages. In Anandpur there were 248 acres, but a great deal of it was gora, and in Anandpur there are about 18 khas villages; many of them were khorposh villages, or villages deserted by the headman and resettled at an early stage so that no explanation is required. In Bandgaon almost the whole of the 95 acres is in Tirla, and represents lands seized by the zamindar from the village family when he himself was made munda of that village, while in Chainpur the 102 acres are entirely in the divisions of Chainpur and the khas village Edelbera. In Khas Porahat, the only khas jots recorded were in Chakardharpur Pir, and extended to 61 acres. No khas jot was recorded in Porahat Pir or the Kolhan Pirs. Since then, however, the zamindar of Porahat has acquired considerable cultivation. According to his agent he has bought in at civil court sales jots mortgaged to him in course of money-lending transactions, jots of headmen as in Raghoi, who fell into arrears with the rent of the village, and jots of raiyats who have fallen into arrears since he took into his own hands the collection of the rent of villages from which headmen have been ejected, a little land near Chakardharpur which, it is alleged, he purchased or reclaimed, the land in the hands of Sadhasiu Pradhan which was not his private holding in 1880, and the jots of headmen, who having received notice of ejection from the headmanship, relinquished all their lands also in terror lest they might be dragged into the civil courts! It is obvious that the problem thus presented in Khas Porahat is a very serious one. The lands of the communities are being gradually appropriated by the rent-receiver, all the rules for re-distribution of such lands are ignored, and the lands, if settled with a raiyat at all, are given to the highest bidder, irrespective of whether he is an outsider or a villager. (See also § 405.)

153. Some lands have been entered in Mr. Taylor's papers as 'kudar' (gora). They are alluvial deposits in the beds of nalas or rivers. The total extent is 188 acres, of which 126 are in the hands of tenants. In the Khas Porahat estate 23 acres are recorded as "khas malik," twenty-one in the Kolhan Pirs and two in Porahat Pir. The entry of these lands in the malik's name, especially in the Kolhan Pirs, is unintelligible. It appears to have been made on the same principle as the record of old bandhs or tanks and bagichas in the name of the malik, if no one could prove that he had made them, whereas in that case they are the property of the village community. (See §§ 102, 405.)



## CHAPTER VII. \*

### KHAS PORAHAT.

154. Before Pargana Porahat became a part of British India under Act II of 1893, it was administered from 1858 onwards in the Political Department by the Commissioner of Chota Nagpur as Political Agent. Khas Porahat with Bandgaon was, moreover, a private estate of Government, the management of which, under Government order No. 2668 of 6th December 1858, was controlled and supervised through the same officer by the Board of Revenue in the same way as other khas mahals of Government, and as is still the case with Angul. It is obvious, therefore, that many acts of Government in connection with Khas Porahat were performed in an administrative capacity, and such acts can, of course, not be precedents for the present zamindar as successor-in-interest of Government merely in its capacity as zamindar. All business of Porahat was "conducted on the same simple system as has been found to succeed so well in the Colehan" (Commissioner to Board, 15th July 1859), e.g. we find the assumption by Government of a right to depose in certain cases mundas in the Kolhan Pirs because mundas performed police duties, and to approve the character of the successor in such cases, informal protection of the Bandgaon forests and interference with jungle rights for the benefit of the people themselves, fine distinctions as to rights not being permitted to stand in the way of administrative efficiency or expediency. The estate was granted to the present zamindar on the 10th October 1895 by Government in its private capacity *after* it had been made a part of British India, and it was not contemplated, nor was it possible, that anything more should be conveyed to him than the purely zamindari rights of Government without prejudice to the existing rights of others. Indeed the estate was conveyed to him with important limitations (§ 39).

Contrast with the position of the zamindar (§ 38.)

155. The two great divisions into which the villages of the estate fall, are (1) the Sadant Pirs of Chakardharpur and Porahat with 157 villages, and (2) the eight Kolhan Pirs containing 233 villages. As has already been mentioned, the Sadant Pirs consist of village communities owning the land within their boundaries, subject to a rent on cultivated lands payable to the zamindar, though in some of the communities a single member, the headman, has now appropriated many rights of the corporate owners. In the Kolhan Pirs the villages are communities of corporate owners, in which the munda is only *primus inter pares*, and the soil of which was never the property of the zamindar who is a later superimposition, though the tribute payable by the community to the State has come to be assessed on cultivated land on the analogy of the rent of the Sadant Pirs. In the Kolhan Pirs the tenures and customs of the aboriginals, who are in an overwhelming majority, have been little affected by outside influences, and for this reason as well as owing to their history and the nationality of the inhabitants, the entries in the record-of-rights differ considerably from those of the Sadant Pirs, where rent has always been payable to the superior landlord and in which the non-aboriginal or diku element has always preponderated in influence, though at present excluding Chakardharpur town and railway premises, aboriginals and dikus (including semi-aboriginals like Bhuias) are very equally balanced in point of numbers. It is best, therefore, to speak of the two great divisions of the estate separately.

Subdivision of the estate into Sadant Pirs and Kolhan Pirs.

Differences between the two areas.

#### I. THE SADANT PIRS.

156. Chakardharpur Pir is detached from Porahat Pir by a portion of the Government Kolhan. It contains 48 villages, of which 4 are Kharsuan villages and 11, with Undertenures.

\* Throughout each estate note, (Chapter VII *et seq.*) it is assumed that the preceding chapters, especially Chapter VI, have been read, and facts there given are not necessarily repeated or referred to.



part of Danda, belong to the undertenure-holders. Six villages were granted in 1860 rent-free in perpetuity as rewards by Government for services in the Mutiny, four to the Thakur of Kharsawan (page 14 of Mr. Taylor's report), Nakti, situated in the centre of Koraikela Pir, to Samu Munda and Hathia to Ajainath Singh, a scion of the Kera family, the mineral rights also belonging to the lakhrajdas. Six others, with part of Danda, are entire khorposh villages, viz., Kurulia I, Kurulia II, Banmalipur, Ichinda, Padampur and Tesapir, though in 1859 we find Kurulia called 'lakhraj.' Baipir is a rent-free grant to the idol Jagannath of Puri and Tasakpur and Mundevel are brahmottar grants respected by Government in accordance with the order of December 1858. In Porahat Pir seven of the 109 villages are held by undertenure-holders. Two of them (Nagubera and Thengopose) are khorposh villages of the heirs of Kasiram Singh, who held also Padampur, Tesapir and part of Danda. The others are brahmottar villages. None of these tenures are resumable so long as there are heirs male, and the khorposh villages have in some cases been transferred, though the right to transfer is contested by the zamindar.

157. So far as is known there were never any Mankis in these pirs, and indeed Mankis were not part of the indigenous organisation of the Bhuias, who were the fighting caste and paiks of the Rajas of Porahat, and whose leaders held Koraikela and Chainpur. At present the Hos hold 42 per cent. of the agricultural tenancies in Chakradharpur Pir, and there are some Santals; the remainder are held by dikus, almost all Hindus. Three-fourths of the land is embanked. In Porahat Pir Hos preponderate, and hold 53 per cent. of the agricultural tenancies, and there are other aboriginals, Santals and Bhumijis. In this pir the proportion of embanked land is 60 per cent., but in some aboriginal villages little land has yet been embanked, and a good deal of the best jungles has now been demarcated as protected forest blocks.

158. The origin, development and incidents of the headman's tenure in the pargana and in Khas Porahat in particular are discussed at length in §§ 51-73 and in chapter IX(*q.v.*), respectively. It is sufficient to state here briefly the conclusions which have been arrived at, with special reference to recent developments in these pirs. The tenure of the headman in these pirs originated in the original reclamation of the soil, and whether the headman reclaimed the village with the object of settling raiyats on it, or was the representative and leader of a body of relatives or associates who acquired the jungle to reduce suitable portions of it to cultivation by the labour of themselves and their households, as was almost invariably the case, his tenure, to quote the report of the Assistant Agent to the Governor-General in 1849, has always been "in perpetuity on payment of the Raja's demands," which in the altered circumstances means the payment of the rate of rent due to the zamindar and periodically "decided by panchayat or according to the law in force" to use the words in which the custom of the pargana is set down in the Kera patta. The tenure is in fact permanent *ad culpam*: there can be no question of 'reappointment.' The headman originally held a portion of the cultivated land of the village—almost invariably his own reclamation—as *man* or rent-free, but the Court of Wards in 1840, in spite of the indignant protests of the headmen, in order to simplify matters, assessed

Headmen. QQ. 15-34.  
Their tenure is permanent, Q. 19.

this land and substituted for it, as had just been done in Midnapur, a share of the demand on the village. Thus the headman receives 10 pice in each rupee of the demand, not of the collection, of rent, and it is in no sense the pay of a servant; and if the zamindar wrongfully ejects a headman and collects khas, he is undoubtedly liable for mesne profits. The tenure has from the outset been hereditary in the male line—a fact fully recognised by Government when landlord. Succession on death or resignation is strictly by primogeniture, though pronounced physical, mental or moral incapacity involves supercession by the next heir, and the nearest adult relative becomes regent on behalf of a

the income of the tenure-holder being a fixed portion of the rent, Q. 34.

and hereditary. Q. 22.

minor heir. Females do not ordinarily succeed; even where childless widows are allowed among dikus to hold on during their lifetime, it is very exceptional and contrary to custom, and daughters have no rights at all in the tenure. There is no custom by which the most suitable member of the family is chosen

on each occasion. The functions of the headman are to pay the rent, perform certain police and executive duties to the State, represent the village generally, and deal in accordance with custom with waste, vacant, or newly-reclaimed land and other matters that concern the tenants of the village. He is responsible to the rent-receiver for the whole rent of the village as assessed for the period of the settlement then current, no remission being claimable on any plea, while on the other hand rent duly assessed can equally not be enhanced on any ground during the period, and the zamindar is not entitled to any other income whatever from the village. The headman is liable to ejection, but only through the courts, and only in accordance with the

custom of the pargana, that is, for non-payment of the whole  $13\frac{1}{2}$  annas of the demand of rent to the zamindar, non-performance of duties legitimately entered in a patta which embodies the customary conditions, personal misconduct of a serious character which unfits him to exercise police duties, and for harassment of other tenants by acting in contravention of custom. He is not liable to ejection at the will of the zamindar, and it makes no difference whether he has a patta or not, as his tenure is not dependent on his patta. He becomes liable to ejection for arrears when the rent of any kist is in arrear for one year. This interpretation of custom was agreed to by the zamindar, and is stated by his representative to be the present practice. It should be observed that the action of the zamindar in forcing the headmen during the past three years to pay in 16 annas of the demand and then returning  $2\frac{1}{2}$  annas, is entirely contrary to custom, and appears to be an attempt to construct evidence. Interest is now taken on arrears and rightly, but the rate is excessive, being far above the rate allowed by Act I of 1879. Under Government, cases of deposition or ejection for failure to pay the rent were extremely rare. In the period from 1860 to 1896 none are recorded in Chakardharpur Pir for this or any other cause. In Porahat Pir I find

only one case of ejection for this cause, and one other case in which a son took the place of his father on promising to pay the arrears. In recent years ejections on the plea of arrears have been numerous, but whether the arrears were really outstanding if one takes into account a 'benevolence' of the rent of one kist taken by the zamindar from the headman of these pirs, is, in some cases at least, very doubtful, while the exactions of the zamindar's subordinates account for slight arrears in other villages of which advantage was taken to seize the tenure. The headman is by custom entitled to a receipt, and likewise

under section 12 of Act I (B.C.) of 1879, since he is a tenure-holder, and therefore a tenant under section 13 of that Act. He appears to be entitled to deposit his rent in the court of the Deputy Commissioner. Under the existing régime, however, any attempt to deposit rent would ensure instant ejection, leaving the headman helpless, however strong his case, since he would not dare to appeal to the courts.

159. Custom no less than the *khuntkatti*, or reclaiming, origin of the tenure insists that there should be a headman in each village. Under the Porahat State the only villages which were khas were Chakardharpur and Porahat with its tola, that is, the head-quarters

villages. Several villages were held by *chakrāndārs*, chiefly *naiks*, who were virtually headmen and paid rent on a lower scale. There were headmen even in villages held by *brahmōtdars* and *khorphōshdars*, to whom the income of villages had been granted by the Raja. The principle that there must be a headman in each village with the exceptions mentioned was fully recognised; and if a headman was ejected, the tenure was not destroyed or forfeited—there was merely a change of tenure-holders. At the Mutiny practically all the villages were held by headmen of the village

Q. 24. Their liability in respect of the whole rent, and no more Q. 25-24.

Q. 27-29. Grounds of ejection

Extreme rarity of ejections before 1900.

Q. 33. Headman is entitled to receipt.

There must by local custom be a headman in all save head-quarters villages.

family. During the disturbances, however, the combatant naiks fled, and Hos and Santals deserted their clearings and disappeared into the Kolhan. New headmen were induced by the favourable terms offered to resettle the deserted villages (§ 35). Thus we find in Chakardharpur Pir that the villages on the south adjoining the Kolhan were all resettled at this date by outsiders, while in the north and west the villages have still headmen of the village family. Government neither then nor at any subsequent period of its possession of the estate contemplated any vestige of a right to hold villages khas: all the villages, including head-quarters villages, were under headmen. The new class

Non-khunktatti headmen introduced in many deserted villages in 1858, Q. 21.

of headmen introduced at the Mutiny were recognised as having the full permanent hereditary rights of khunktatti headmen, though, as a matter of fact, within their villages many of them held "for profit," whereas the khunktatti headman was usually the representative either of the whole body of villagers, or at least of the older tenants. Indeed steps were actually taken to prevent the new incumbents from going contrary to the old customs of the pargana (§ 84). Thus all headmen are now on the same footing, just as non-reclaiming raiyats

have been levelled up.

are on the same footing as reclaimers (§ 52). As a matter of fact, of course, khunktatti headmen base their claims not merely on the admission of the zamindar, but on the origin of the tenure, on immemorial custom and on equity as well. When the estate was granted by Government to the present zamindar there were headmen in all the 133½ rent-paying villages and in Rajgaon. In most cases, but by no means in all, a headman held only one village. When a headman held more than one village, the reason generally was that uninhabited villages, of which there are 19 in Pir Porahat alone, are frequently no more than extensions of the cultivation of old villages from which they are separated merely for fiscal purposes. Of the 135 headmen, 93 (74 in Porahat and 19 in Chakardharpur) were of the village family, and of the others, all but half-a-dozen were descendants of headmen introduced at the Mutiny. The zamindar has now ejected 47 headmen. In two villages he has wrongfully put in nominees of his own, besides taking salami from them in contravention of his deed of grant. In the other cases he holds the villages khas. Apart altogether from the injustice of the ejection in many cases, it is entirely contrary to custom and the rights of the tenants that there should

Proportion of headmen of the village family. Q. 20.

not be a headman acceptable to them to act as buffer between them and the zamindar. Of the 44½ villages recorded as khas, 26 had always had a headman of the khunktatti family, while one (Rajgaon) was still temporarily lakhraj in 1895; 14 had always had headmen—in one or two cases Bhuia chakrāndārs before the Mutiny—but those who have been ejected are descendants of outsiders introduced as long ago as the Mutiny, (one of them, Asantalia, had been temporarily lakhraj) and in four only had there been changes of line since the Mutiny while three had had headmen since the Mutiny, but being head-quarters village had been khas before that. It is not suggested that the ejection of all these headmen was unjustifiable, but in the vast majority of cases no excuse was even alleged, except that the terms of the patta had expired.

160. With the outsiders introduced in 1858 in these pirs arose the exotic

They are not thikadars.

term "thikadars": the indigenous name is "pradhani tenure," but as only Goala headmen are called pradhans, all others having a designation according to their caste or tribe, a generic term was found convenient: the connotation is, however, quite incorrect. It is obvious that khunktatti headmen who till recently numbered 93 out of 135 and even now 69 out of 92 cannot be "thikadars" in the Bengal sense. In fact, the Commissioner in 1894 expressly reported "there are no thikadars in Singhbhum, but there are Pradhans, Mankis and Mundas, whose position is stronger." The headman who had been introduced after the Mutiny had, as this statement shows, been deliberately levelled up by Government. The name "thikadar" is never used except by persons interested in misleading as to the character of the tenure. Had the patta been an ordinary "ijara," it would have been unnecessary to issue a fresh patta to the heir of a deceased headman. Pattas were, indeed, issued in 1860 and 1880 for a term of 20 years, but they are concerned solely with the period for which the rent, the rate of which had previously been variable at

indefinite intervals of a few years, was fixed, being admittedly a concession for political reasons on this point. They are a superimposition on an existing

*The pattas,—their significance.*  
QQ. 17-18.

tenure, with the duration of which they do not deal at all, and as they did not create the tenure, so they are not essential to its continuance. The vague term 'dusra bandobast' in the patta means the assessment of a new rate of rent which the tenure-holder cannot refuse to pay on the ground that the rent is not enhancible. It does not imply any possibility of settlement of the tenure with any one but the existing headman. The tenure of the headman does not terminate with the term of the patta, but the rate of rent may be varied at the end of the period by the customary method if there is no enactment to the contrary. By custom the headman is now entitled to receive a patta at the assessed rent for the period of settlement under deduction of his own share of the demand, that is, from settlement to settlement, but he has a right to hold the tenure at the rent assessed by the customary method, whether pattas and kabuliyats are exchanged or not.

*Patta not essential to the continuance of the headman's tenure.*

The word "reappointed" (Q. 19) is terminologically inexact, as it implies an official position merely, whereas the headman of a village in this pargana is a tenure-holder in perpetuity on payment of a variable rent. And this he is, even if he be the successor of a headman who has been deposed for good cause, or who has deserted the village, leaving no heir. In such cases the new headman is in exactly the same position as his predecessor. The tenure is heritable and succession is by lineal primogeniture in the male line, females having ordinarily no rights. The principle of selection after an ejection is in all cases that the whole body of tenants nominate the new headman who must be a resident tenant, [unless the village is bechappar when he must be a cultivator of the village (§58)]; and also in cases where the late headman was of the village family, a member of that family. In aboriginal villages selection is at all times limited to aboriginals and generally to the race which founded the village. The zamindar has a right to approve the nominee of the tenants, but this really means that he merely has a veto on pronounced physical, mental or moral incapacity (§ 58). He has no right whatever "to appoint" a headman, still less to retain villages without any headman at all. Till recently, ejections were very rare. In a few instances where all villagers refused the tenure out of sympathy with the previous holder, respectable persons of neighbouring villages who were acceptable to the villagers, were introduced, but the results were not happy, since such men wanted land in the village, had no sympathy with the village community, and were inclined to hold 'for profit.' It is only necessary to add that in all villages in these pirs which the zamindar now wrongfully holds khas, the rights and duties of the new headmen who may hold the tenure will be the same as in other villages of the same tribe in the same pir, from the record of which they can be ascertained. It should not be forgotten that the headman in such villages must be a resident cultivator, in certain cases both in diku and aboriginal villages always a descendant of the original clearers of the soil, and in aboriginal villages always an aboriginal. The tenure is not transferable by sale or similar conveyance, but a headman may associate his heir or relative, or even a joridar who is no relation, with himself in the actual functions of the tenure without any sanction from anybody. The tenure is not divisible. Neither headman nor zamindar is entitled to deal with the tenure as an article of commerce.

*Selection after "dismissal," i.e., ejection. Q. 30.—From whom and by whom?*

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161. Not only has the headman the position just described by immemorial custom, but the estate was granted by Government to the zamindar without prejudice to the existing engagements with raiyats or undertenure-holders. The undertenure-holders referred to are the headmen of villages, and it is remarkable that absolutely the only disposition of the estate permissible to the grantee is in the form of the engagements existing between them and Government at the date of the grant, that is, a lease "for a term not

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exceeding twenty-one years and under a rent without bonus or salami" (§ 39). The attitude of the zamindar is that after the expiry of the term of the last patta, the headmen have no rights of any kind in the tenure. This view is undoubtedly wrong, but since the decision, it is submitted on imperfect information, of suits 6 and 7 of 1903, he has been enforcing it and merrily ejecting headmen—some no doubt on the plea of arrears which in some cases existed, in some cases are attributable to the rapacity of his subordinates, and in other cases are denied and are more than doubtful, (there being no method of checking his accounts as he withholds receipts even when extortionate interest is added), but many admittedly without any justification save his ostentatious desire to take khas possession, particularly where the headman's ancestors gave assistance to the British Government in the Mutiny, the simple method of ejecting the intimidated headmen being a threat to sue them, if they retain their ancestral tenures after receiving a notice to quit. As the zamindar does not base his claim on equity or custom, but on the termination of the tenure with the period of the patta, khuntkhatti headmen have not escaped ejectment (§ 159 and App. V). The alleged reasons for ejectment, besides arrears are resistance to demands of the zamindar's subordinates, *bond fide* claims to groves before the Survey Officer, refusal 'to

Wrangful ejectments of headmen.

obey' the zamindar as if they were servants, giving evidence in suits 6 and 7 of 1903 which did not favour the zamindar, refusal to give evidence in his favour before the Survey Officer, relationship to headmen who had refused to bow the knee, but often there was no conceivable reason unless the desire to appropriate the 'nala.' Again, on the same view of his rights, he has endeavoured to force some of the remaining headmen to consult

Endeavours to degrade headmen to the position of servants.

him when settling waste and vacant lands on the ground that all villages are *ipso facto* khas since the expiration of the patta. He has withheld receipts, though receipts are of course given everywhere else in the pargana, as enjoined by custom and law. He has revised in his own favour the classification of land made by Mr. Taylor and raised the rent on the holdings accordingly, thus making himself liable under section 11, Chota Nagpur Tenancy Act, besides contravening the custom that the rent of the tenure is not enhancible

Irregular enhancement of rent.

during the period of a settlement—in other words the rent settlement under Act I of 1879 in these pirs only forms the basis for the zamindar's settlement and the settlement papers do not show the rent exacted by him. Some results of this partial and reassessment are that new reclamation from which the headman, not the zamindar, derives any income that is realisable after five years at preferential rates, has been assessed at once at full rates on behalf of the zamindar, and so have lands *improved* by the tenants which under Mr. Taylor's settlement and by custom would not be liable for enhanced rent before the next general settlement. Further exactions in the shape of a benevolence to build a house, bethbegari,

Further exactions.

trade taxes, dalkati mahsul for tasar and lac, claims to the timber of dead trees, even to cut green trees in jahiras, and to the fruit of kusum, and other trees, goats which are demanded free or for eight annas, salami of one rupee or dahi from the headmen at the Dasahara—every one of them contrary to law and custom, and the last two if not paid willingly cut from the headmen's nala—are not only an intolerable burden on the headmen and tenants, but opposed to their rights, to custom and to the zamindar's own indenture whereby he may take only a *rent without*

Interference in internal affairs of the villages.

salami. Worst of all is his interference (in effect that of his subordinates, for he does not go about his estate at all) in the internal affairs of the villages even where there is a headman, though in such circumstances by universal custom of the pargana the zamindar has no right of interference, and the oppressive disregard of the customary rights after a village is made khas by him, as if not only headmen but tenants also have no rights. The whole régime is oppressive, and, with the continual cry of the people themselves, illustrates Captain Birch's statement in his letter of 28th June 1859:—"The cultivators themselves would be but little pleased to be made over to a native landlord." When the landlord's ideas of his rights are the alien ideas of Benares, t.

position of the cultivators is more desperate still. Further illustrations are given in sections 165, 177 and 178 and 180 to 182.

162. In one village (Kerabir in Porahat Pir) the original Mundari Khuntkatti. Q. Q. 35-37. (Bhumij) settler and another man whom he subsequently associated with himself on equal terms, who are personally responsible for the greater part of the cultivation of the village, satisfy the definition of Mundari khuntkattidar and have been so recorded, the other entries being as in the Kolhan Pirs. The question of non-Mundari khuntkatti is discussed in §§ 76-81. The descendants of the original clearers of the soil—the patriarchal families—are found to have a right to the head-

(a) Mundari. manship, as a khuntkatti right, (Q. 30), in villages where the headman is now a member of one of these families. Usually the patriarchal families are those families belonging to the original headman's caste (very rarely of more than one caste) who had settled and cleared lands in the village before rent was assessed on it. Such persons are known in these pirs as 'tenants of khuntkatti lands'; at present, with the exception of the right mentioned above, they have no special privileges, the reason being that the important privilege, they enjoy are now the common privileges of all tenants, whether *khunt-parjas* or *thika* (or non-reclaiming) *parjas* who enjoy e.g., occupancy rights, from the moment they enter on land to cultivate it. In a wider sense 'khuntkatti' is used to signify land (gora as well as don) reclaimed by a tenant or a person from whom he has inherited it, whether he is of the original village family or not. Khuntkatti lands in this popular use of the term are by custom accorded no permanent preference over other lands as to rate of rent after the end of the period of settlement during which they were prepared. But as the great proportion of cultivated lands is the product of the exertions of the tenant or his ancestors, the rate of rent in the pargana is, it must be remembered, itself theoretically what may be called a "korkar rate." Any privileges which khuntkatti lands in either sense may have as to non-enhancement of rent depend on the legal meaning of 'khuntkatti' in section 19, Act I (B.C.) of 1879. Lands of reclaimers were undoubtedly "*known as khuntkatti*" in 1875, as shown by a report of the Deputy Commissioner quoted in § 76 and are still so denominated but the legal signification is doubtless the more restricted use mentioned above. Again Act I of 1879 was not in force in Porahat before 1893, while at the recent Rent Settlement the question of khuntkatti was not gone into.

163. This paragraph deals only with such of the jungle and waste lands as are outside the demarcated blocks of protected forest in which all cutting for reclamation is prohibited by the rules. It is assumed here and in Chapter VIII that rights in demarcated forest blocks are governed by the rules regarding those areas.

The zamindar in this pargana has by custom no right of interference in the internal affairs of the villages. With settlement of waste he has no concern whatever. In a few villages in Porahat Pir, about half-a-dozen, nearly all of them Ho villages, and in a number of villages in Chakardharpur Pir, chiefly those in which there are khuntkatti headmen, cultivators of the village possess the right to reclaim waste or jungle land without permission—a privilege of the members of the khuntkatti village community, the co-owners of the village, which has there never been usurped by the headmen. In many villages in Chakardharpur Pir and some diku villages in Porahat Pir there is no waste-land which can be spared for new cultivation, as all the waste is permanently reserved for pasture land. In all other villages the headman has the right to settle waste or jungle for cultivation, whether with a tenant of the village or an outsider, but in practically all aboriginal, and in several diku villages, the

headman is bound in both cases before doing so to hold a panchayat of the whole body of cultivators, and to consult with them. In no case may an outsider clear waste land without permission, but while diku headmen rarely consult the other tenants before settling waste land with an outsider, in no village where a tenant can reclaim without permission, or where the tenants are consulted before waste land is settled, may an outsider be permitted

by the headman to reclaim waste land without their consent. In villages where the zamindar has recently usurped the position of the headman, he is endeavouring to destroy the rights of the tenants also, wrongfully interfering with the right of resident cultivators to reclaim waste land without permission, and demanding that his consent be taken in all cases. Similarly, he ignores the right of tenants in certain of those villages to be consulted before the waste of the village is settled with a villager, and also even when an outsider is to be introduced. Up to the present, however, his claims have nowhere been acquiesced in. Salami is never taken on settlement of waste land save in a very few closely-cultivated diku villages, and when taken, rarely exceeds two or three rupees. In all villages, the tenants of the village (if they require permission at all) have a preferential right to settlement of waste. In all aboriginal villages the aboriginal cultivators of the race which opened up the village have a preference over diku cultivators of the village, and in most cases over resident cultivators of other aboriginal races also. In many aboriginal villages all dikus, and in the others all non-resident dikus, are completely excluded from settlement of waste. There is in all villages the usual bar to *pardeshi* dikus or non-aboriginals who are not natives of this or an adjoining pargana. As regards payment of rent on new cultivation, all classes of land pay full rates from the beginning of the next general re-assessment or settlement of rents. During the period of the 'settlement' in which they are prepared, they are everywhere rent-free for the first five years thereafter don lands are in many villages assessed at one rupee per five khandis 'paran,' that is, one quarter of the existing rent, being the maximum charge permissible under the patta of 1880, and occasionally at half-rates, while elsewhere they are held rent-free till the expiry of the current settlement. The villages where new reclamation is held rent free till the next settlement of rent according to ancient custom, are chiefly those where the khuntkatti idea persists, and where the cultivators can generally reclaim without permission or at all events are consulted in village concerns by the headman, while rent is as a rule taken by non-khuntkatti headmen 'who hold for profit' and their imitators. Where rent is taken, it of course belongs throughout the pargana to the headman. In no case is new gora assessable till the expiry of the existing settlement, and of course no assessed gora is liable to additional rent during the period of the settlement in which it is converted into don. (See §§ 82—89).

Permission of the zamindar as such is never required Q. 40.

Salami. Q. 42.

Preferential rights of tenants of the village and of aboriginals Q. 41.

Assessment of new reclamation, Q. Q. 43-44.

after five years at quarter rates, or not at all till the end of the 'settlement', when full rates are assessable.

164. Notice of relinquishment must be given to the headman (§ 89), and he settles abandoned lands, consulting the other tenants in those villages where he consults them before settling waste lands (§ 163), and sometimes headman and tenants together decide the matter. So well established is the custom by which a panchayat settles such lands, that even his muharrir whom the zamindar recently forcibly introduced as headman in Edelbera admittedly did not dare to disregard it. The zamindar is not entitled even to be consulted. The invariable rule is that such lands must be given to relatives of the previous tenant in the order of proximity of agnates, and in no case is salami ever taken from them. Should the relatives decline to take the vacant lands, they must be settled with a cultivator of the village, preferably with a resident cultivator. In no case may vacant lands be settled with an outsider if a villager will accept them. They may be held by the headman himself, should no villager accept them, and it is oppression of the first magnitude if the headman systematically appropriates good lands. It is practically never necessary to seek for a candidate for vacant lands outside the village. In mixed villages there is no distinction between tenants of different races in respect of claims to settlement of such lands. Similarly, in such villages an outsider of any caste may receive vacant lands which no villager will accept.

Settlement of vacant lands QQ. 45-50.

by headman often in consultation with panchayat, never by zamindar. Q. Q. 46-47.

Preferential rights to settlement. QQ. 48-49.



provided he is not a *pardesi diku*. Restrictions on settlement depend mainly on the race of the headman, and whether the majority of the villagers are aboriginals or not. Thus in numerous Ho villages, Hos alone may receive vacant lands; in others, Hos of the village come immediately after relatives of the last tenant, then the few *dikus* who reside in the village, and then outside Hos, no non-resident *diku* being eligible. In some Ho villages *Bhumijis*, as all *Mundaris* are called, are possible recipients, but not *Sonthals*, whom the Hos find too wide-awake to be comfortable associates, while in others any aboriginal may be given vacant lands. In a very few aboriginal villages only a *pardesi diku* is absolutely barred.

*Salami* is not ordinarily taken, but probably in most villages the new *raiya*t is expected to discharge any arrears of rent there may be. In Ho villages the recipient of vacant lands is expected

*Salami* very rare even in *diku* villages. Q. 60(i).

in some cases to stand drinks to the *panchayat*, and sometimes he kills a goat and feasts them, but this custom is rare, and in any case, it is not renderable to the *zamindar* or the headman. In *Silphori*, the sole instance in *Pir Chakardharpur*, a *Sonthal* headman took Rs. 3 for settling vacant land. *Salami* cannot be exacted, since the vacant land belongs to the community, and is not the exclusive property of the headman or *zamindar*, nor is it an article of commerce. In the few *diku* villages, where *salami* has been taken, the custom is neither constant nor universal, and payment rarely exceeds Rs. 5. That

Rate of rent is not enhanced. Q. 60(ii).

the rate of rent on vacant lands resettled cannot be enhanced is admitted by all. The new tenant is in precisely the same position as the former holder of the land. No lands can be taken by the headman or by the *zamindar* *quâ* headman in *khas* villages and sublet at a higher rate of rent. In the first place, it is contrary to the custom of the *pargana*, as the *Kera* and *Kharsauan* *pattas* indicate, for the headman to settle any lands, even his own *jot*, except at the current rate, and in the second place, the only tenure which

And a full *prajali* right alone can be conferred.

the person to whom the rent of the village is payable, can confer, whatever he intends to confer, is a full *prajali* right involving a right of occupancy. It is a well-established safeguard that he cannot have under-*raiya*t with inferior rights.

165. It is the *zamindar's* intention to destroy or ignore all the rights and customs mentioned in the last two paragraphs. Besides the irregularities mentioned in paragraph 161, he has done various acts with the object of bolstering up his novel claims to be entitled to revolutionise the existing system of land tenure for his own benefit, though contravening all equity and custom and even his own indenture. He takes *salami* on settlement of vacant lands in all *khas* villages, and in some cases even where there is a headman! The *modus operandi* in the latter case is to approve of settlements made by the headman and to grant mutation of name in his record, a *dakhilkharij*, harmless no doubt if not made compulsory and if nothing is charged, but useless since the

(a) as regards the headmen.

the *zamindar* cannot sue direct, and unnecessary since the headman alone is responsible for the rent. It is probably a stepping-stone to an attempt to usurp the headman's right. He claims a right to ignore the customary procedure as regards consulting the existing cultivators and the prior right of villagers, or of a particular class of them, to settlement. By taking large *salamis*, e.g., Rs. 152, in sums of Rs. 10 to Rs. 30, in *Raghoi*, where the courts gave him the headman's

(b) as regards the *raiya*t.

lands, he practically precludes the persons entitled to settlement from obtaining vacant lands. In making the village lands an article of commerce, he is bound to introduce outsiders to the grievous injury of the villagers, specially the aboriginals, whose sole safeguard lies in their exclusiveness. He has assessed new cultivation contrary to custom at full rates and before it was assessable at all, and has appropriated the proceeds which if realisable at all, rightly belong to the headman. He has 'partaled' these *pirs* and revised the classification of lands and rates of rent of the Rent Settlement Officer, and now exacts



enhanced rents contrary to custom and to Act I of 1879, but the tenants are too timorous and too mistrustful of litigation to complain.

166. A tenant's right of occupancy, or *prajali haq* as it is termed, exists in his land from the moment when it comes regularly into his possession for reclamation, if it is waste or jungle, or for cultivation, if it is cultivated land, which having been vacant, is settled with him. The custom is absolutely undisputed. 'Prajali haq' is the only title which a headman (or zamindar in a khas village) can confer (§ 164), 'Thika' (the term used for 'sub-letting') can only be given by a raiyat other than the headman in respect of his own jot. *Pahi* or nonresident cultivators have the same right as *dehi* or resident tenants, but by custom they may only be given vacant lands if *dehi* raiyats do not desire them. Homesteads, fruit-

Occupancy right. Q. 51.  
Pahikast raiyats have full rights. Q. 52.

Agricultural easements and ghairmazrua are not assessable. Q. 53.

Sargarha and khalihan. QQ. 54-55.

in these pirs may make a manure-pit (sargarha) or threshing-floor (khalihan) wherever he pleases in parti land, and though he acquires no right of occupancy in the particular spot, he cannot be warned out of it in the current season, and not at all unless it is required for cultivation, and on relinquishing one spot he is entitled to appropriate another spot in parti land. No permission is anywhere required by a cultivator to turn his gora into don. He may make bāndhs or tanks in his own land without permission. To make them in parti he requires the permission of the headman, except that of course permission to reclaim parti land implies permission to make the requisite embankments or water-stores. If, however, in making a large tank any don land which is permanently submerged, the permission of the zamindar as well as that of the headman should, according to the tenant's admission, be taken. Nevertheless, it is clear that no permission has ever been required hitherto. Bāndhs in the sense of water-stores and tanks are repaired by the owners with assistance from persons who use the water. To plant trees in a man's own land no permission whatever is required, the headman's consent is generally necessary to plant in parti, though in some villages tenants may plant there without permission, and no one may plant in another's holding without his consent.

Conversion of gora. Q. 56.

Bāndhs and tanks. QQ. 57-58.

Right to plant trees. QQ. 59-60.

167. The legal incidents of a raiyat's tenure are discussed in § 106. He can be ejected only by order of court, and apparently only for misuse of his holding (section 32A, Act I of 1879), which does not by custom include the excavation of a bāndh or tank, planting of trees in goras, the use of the soil for the purpose of building a residence or out-houses for himself, and similar acts. If his holding be sold up, as it may be for arrears, he does not lose his house, etc., nor his trees in the circumstances mentioned in § 106. Before leaving a village he may sell his house or the thatch and woodwork of it, but if he leaves the village without doing so, the house becomes the property of the relative left behind in the village who would be his heir, and if there is no relative, of the headman as representing the community. Among Hos a pauchyats decides. The rent on the land in a raiyat's holding cannot be enhanced during the period of a settlement even if he converts a part of it from gora into don. The recent enhancement of the rent assessed by Mr. Taylor on raiyats' holding under section 24, Act I of 1879, and ordered to have effect for 15 years is contrary alike to custom and to the provisions of the local rent law. The zamindar, after reclassifying in his own favour the lands of a holding, applied Mr. Taylor's rates to the new classification with a new charge of Rs. 2 per bigha for kudar (§ 153), and thereby secured an illegal enhancement of Rs. 800 a year (§ 106). The raiyat may not now sell his holding, whether he has reclaimed it or not. He may, however, relinquish any part of it at any time with the consent of the headman, and without any one's consent at the beginning of a new

Incidents of raiyati tenures. QQ. 61-68.

assessment. This is a most important privilege. The holding is heritable and divisible by custom among the raiyat's heirs without any consent of zamindar or headman. The right to mortgage and sublet (give 'thika' as it is called locally) are discussed in § 106. A portion of a holding may be mortgaged or sublet, but goras are rarely mortgaged or sub-let. Lands may hardly ever be mortgaged or sublet to any but *desi* persons—natives of Porahat and the adjoining parganas. Very often they may not be given to outsiders if villagers will take them. In villages where aboriginals predominate and there is an aboriginal headman, mortgage and thika may only be given to aboriginals sometimes only to a resident aboriginal of the caste which founded the village. In many such villages mortgage and thika have never been given at all. Under the Act a raiyat has no other legal method of disposing of his holding. By custom, however, a raiyat may during his lifetime divide his holding among his heirs, or give one of them a portion of it, and when he is absent from the village temporarily, he entrusts his land to a friend, or to the headman, to enjoy it and pay the rent of it till he returns. As they have an occupancy right in all the land they cultivate, the raiyats are entitled under Act I (B.C.) of 1879 to pattas, though such pattas have never been given, and they are also entitled to receipts for all payment of rent or interest. Of course they are entitled to pattas and rent receipts without fee or salami. Rights to fish are discussed in section 107.

168. The respective rights of zamindar and tenants in the jungle are discussed in Chapters VI and X. It is unnecessary to say more here than that the estate was settled to villagewari, and that the village community was the owner of everything within the village which was not reserved by the zamindar expressly or by implication. The jungle land of villages was certainly not thus reserved, as the object of the acquisition of the village was the clearance for cultivation of the jungle or 'suitable portion' of it at the early convenience of the settlers, nor was any right in the timber reserved. What the zamindar stipulated for was a right to assess to rent the cultivated lands in accordance with custom. The only customary right of the zamindar in respect of the jungle was to supply his own needs from it. When the zamindar "reserved" for his exclusive use a large portion of the total area of jungle in the estate, the arrangement must be regarded as a partition involving the complete separation of the rights of both parties into two tracts of jungle, and it was in fact so regarded by Government, the zamindar, whose deep concern was lest the share which it had appropriated was excessive. The principle is one which the other zamindars of the pargana who have jungle are most anxious to follow. Rights in the waste and unreserved jungles have not varied since the notification of 17th July 1894 constituted them 'protected forest,' so that the rights of the present zamindar do not exceed the rights of Government in 1894. The only rights claimed then were a right to supervision and to sell, not with a view to revenue, but to prevent economic waste, dry poles with the consent of the villagers for whose purpose they are useless, and since that date no other restriction whatever has been placed upon the villagers' rights in the jungle. Since the jungle and trees of the unreserved jungle and waste are not his, the zamindar has no right of sale, no right to exact payment for jungle produce, no right to cut trees or take forest produce of any kind even for his own use: in short, no right at all over the unreserved jungle or waste land until it is reduced to cultivation. Still less has he any right to trees on cultivated lands which the tenant has spared to the detriment of his cultivation, or to trees in a man's homestead, or on village sites, or in the sacred grove of the village.

169. In Chakardharpur Pir there is no jungle. Supplies are obtained from the Jonko jungle in Songra Pir and the Lonjo jungle in Porahat Pir free of charge, and on payment from Kera, formerly at 2 annas per rupee of rent, now at Rs. 3-8 per cart, and also on payment from the Government Kolhan or reserved jungles. In Porahat Pir there are also many highly-cultivated low-lying villages which are jungleless, and they satisfy their requirements from the jungles of neighbouring villages, or on payment from the reserves, where that is more convenient. With the exception of artisans, the residents in these pirs have no right of sale of uncultivated jungle produce, but string made of sabai collected free may be sold. Tasar cocoons and lac

Q. 70—80. Jungle and trees.  
Zamindar has no right to any jungle or tree outside the reserves.

No custom of sale of jungle produce.—Q. 80.

may of course be sold, so also may the produce of trees planted by the owner or a person from whom he has inherited, and a cultivator may sell the produce of self-sown trees on his own holding, but no person may sell produce collected on another man's holding, even in cases where he may take the produce free and without permission for personal use. A person may sell the bamboos which he has planted, though in practice he does not do so, and also the dry timber of his planted trees. As regards planted trees, the planter has ordinarily an exclusive right to the leaves and fruit of trees planted by himself or by a person from whom he has inherited them, wherever they stand. In half a dozen jungle villages in Pir Porahat the fruit on such trees (except jack and plantain, which the owner keeps for himself or for sale) is free to all the villagers as in the Kolhan Pira. In Chakardharpur Pir non-fruited planted trees may be cut down by the owners, even if green, but in practice such trees are not cut in Porahat Pir.

170. Custom varies from village to village as regards the right to produce and dry timber of self-sown trees in cultivated lands. In aboriginal villages of Porahat Pir all residents in the village may usually take the fruit and dry timber of such trees. In some villages a distinction is made between cultivated lands and goras which have lapsed into jungle. From such goras green trees also may be cut by residents of the village without permission from the tenant. In diku villages where there is jungle, all residents of the village usually receive a share of the dry timber of trees on cultivated lands, and may pluck the fruit for personal use. With regard to self-sown trees in homesteads, the custom ordinarily is that the owner of the homestead alone may take the fruit and dry timber, but there are fairly numerous cases, particularly among the aboriginal villages mentioned above, where all residents of the village have this privilege. In Chakardharpur Pir self-sown green trees may not be cut at all. The produce of self-sown trees, except mahua and kusum, may be taken by anybody, wherever the trees stand, and when a tree dies the residents of the village apportion the timber among themselves for fuel. The custom in jungleless villages in Porahat Pir is similar, but the householder or cultivator there more frequently has exclusive right to the fruit of trees in his own land and the householder also to the dry timber of trees in his dihbari. In all jungleless villages the dry timber of trees in waste land belongs exclusively to residents of the village. In all villages where there is considerable jungle, the custom is that not only all the villagers but also all residents of the estate may cut and take all jungle produce free of charge without permission.

171. The custom with regard to mahua trees is in the majority of cases different from that which obtains in regard to other self-producing trees. In a large number of villages all the mahua trees have been apportioned among the villagers, and are the exclusive property of individuals. In a few villages the majority of the trees have been so distributed, but a few kept common lest a new cultivator should require a share. But in all such cases if a man's tree die, no redistribution takes place, though he may be given a little mahua by the other raiyats. When a new parja is given vacant lands, he sometimes receives the mahua trees of his predecessor, but only if they stand on the lands, otherwise they go to a relative of the last raiyat's if any are left in the village. In a few diku villages the property in mahua trees goes with the land on which they stand, while mahua trees on uncultivated land are common property. There is a growing feeling almost universal even in Ho villages that only villagers may take mahua even from the village jungle. In the same way, but not to such an extent, kusum trees have been distributed among the villagers. Where this has not been done kusum is treated precisely like any other self-sown tree. Fruit trees are of course not assessable to rent, or subject to any cess. There is no custom of sale of mahua.

172. In clearing land for gora cultivation, mahua, kusum, mango with other fruit trees (except sometimes jamun), aan, arjun often, and in rare instances paisar and hara are not ordinarily cut, but if aan, jamun, hara,

Trees customarily spared, (a) in clearing goras and making don  
Q. 76,

Rights to produce and timber of self-sown trees (i) on cultivated land, etc. QQ. 73(a), 75(a),

(ii) on homesteads.

(iii) on waste and jungle.

Mahua. Q. 74.

Kusum trees.

and the less valuable fruit trees are so thick that they obstruct cultivation, they are felled. It is in some villages customary for the panchayat or headman when giving permission to clear goras to specify what trees shall be spared. Where it is found essential later to cut such trees the permission of the same authority is required. But in preparing don land no tree whatever is spared.

(b) in all circumstances. Q. 78. Mahua, kusum, and fruit trees (except jamun) and in most villages asan are hardly ever cut for any purpose. In one or two villages where little jungle is left the headman exercises supervision over cutting for timber, and of course in jungleless villages no green tree, except in the eastern pir non-fruiting planted trees may be cut at all.

173. All the residents of the estate, including the residents in the subordinate tenures, are entitled to the free use of all jungle produce for their personal requirements or for purposes of their trade, and to take from the jungle of any village as may be convenient. Neither the zamindar nor the

No payment is realisable for jungle produce. Q. 71.

Forest Department on his behalf are entitled to any payment whatsoever in respect of any forest produce taken for personal use from jungle or cultivated land by residents of the estate. Such produce, however, may not be taken by the tenants for sale, except in the cases already mentioned.

Permission to cut trees is hardly ever required.

Similarly, in villages where there is jungle, no permission whatever is required to cut trees for timber or fuel or to take other forest produce. Certain trees, mentioned in § 172, are indeed customarily spared, but it is because they are more useful as fruit-bearing trees. The exceptional cases where permission is in certain circumstances required, and where no green trees are cut, are set forth in § 172.

174. The record-of-rights in these pirs had been prepared before the rules for the demarcated blocks of protected forest had been published, so that the entry which will be found in Q. 110 of villages in the Kolhan Pirs where such blocks are situated, could not though equally applicable, be made in villages in

Rights in the demarcated blocks.

Porahat Pir containing such blocks. The tenants of the estate may now only take from the demarcated blocks of protected forest in accordance with the rules on the subject, and they may not clear land within the blocks for cultivation at all. In the undemarcated area, no restriction has hitherto been placed on their rights, but rules under section 31 of the Forest Act may also be made in respect of it, which may limit the exercise of the rights which the tenants are recorded as possessing. As that area is intended mainly for extension of cultivation, such rules should obviously merely prohibit wanton destruction or cutting contrary to the custom of the village.

175. The zamindar has been endeavouring recently to press on the tenants in these pirs an innovation whereby he is to be informed of the existence of dry timber, and his consent is to be taken before any one may appropriate it and indeed his paiks at times force the villagers to carry it to Chakardharpur. This of course is contrary to immemorial custom and pure *zulum*. His action in the matter has been noted in the record-of-rights, (Q. 75), but it is quite irregular and contrary to custom, since the trees in cultivated lands are not his, and he has no right of interference in waste or jungle land.

Note as to some entries in Q. 75 and Q. 80 in Pir Porahat.

The actual facts regarding the action of the Forest Department have been noted in Q. 80 in each village. That department has sold (1) dry poles ringed and green trees cut by the raiyats in clearing land for cultivation, but always with the consent of the villages concerned, and never to make revenue; (2) fire wood in a few villages near the railway and without objection; (3) sabai in a general contract for the estate, so that the contractor usually takes it from the reserve. Where such entries have been made they ought, I consider, to be preceded by "*nahi bekin*" as in the Kolhan Pirs, and also, as in the Kolhan Pirs, succeeded by an entry stating that the consent of the villagers was necessary and was obtained.

176. No tree whatever in the jahira may be cut green. In one or two dikua villages, the raiyats may use the dry wood, but in the over-whelming majority no wood may

Jahira. Q. 81.

be removed from the jahira and no tree felled, the wood of fallen trees being used for purposes of worship. Sacrilegious, most inconsiderate and utterly unnecessary attempts of the zamindar to establish a claim to cut trees from jahiras have been deeply resented by the villagers, who are alone concerned, and who are likely to meet further infraction of their religious rights with open force. The attempts have been stopped by the Forest Department managing the protected forest, and the zamindar's attention directed to his exclusive reserves.

177. The zamindar is entitled to no payment whatsoever except the assessed rent. Mr. Commissioner Stevens in his No. 186P. of 27th October 1887 wrote:—"A regular settlement has been made, and though the enhancement has been large, it must be remembered that cesses and forced labour have been abolished". It is clear from this that Government as landlord considered that the cash rent was inclusive of all liabilities of the tenants. Dalkati mahsul for tasar was a cess exacted in Khas Porahat before the Mutiny at eight annas, but it was expressly abolished in 1858 (§ 126) by Government. No payment is legally realisable at all since it is not an ancient and uninterrupted custom. Moreover it has been taken into account in fixing the rent, and in any case the trees are in no sense the property of the zamindar, whether they stand on homestead, cultivated land, or jungle. Before the advent of the zamindar a payment of 2 annas to 8 annas had been exacted from outsiders by the headman, and in very rare cases, residents also made a tiny payment in cash or in a present of cocoons. Since his acquisition of the estate in 1896, the zamindar has illegally realised a uniform tax of 8 annas from each person without distinction who makes a tasar "ara", though in most villages resident cultivators had never paid anything at all, and in Kera and Chainpur the customary cess on residents has never exceeded half that sum or half what is paid by outsiders. It is not the amount of the tax, however, but the fact that it is illegally realised that is important. Tasar is cultivated not only in Asantalia and Silphori in Chakardharpur Pir, but in many villages in Porahat Pir. Trees are distributed by a panchayat to all who desire to cultivate, but if there are not enough trees to go round, first non-residents in the estate are eliminated, and then residents of other villages of the estate. (§§ 126—9.)

178. In Chakardharpur Pir lac is cultivated only in Silphori, and no payment has ever been exacted. No lakkar is legally realisable. The crop has long been cultivated in Porahat Pir, but no attempt was made to levy any cess till after 1903, when apparently the incentive to collection arose from the entry in Mr. Taylor's draft patta that lac and tasar might be cultivated at rates agreed on. That provision is applicable to Kera, Anandpur and Chainpur in so far as it indicated the existence of customary cesses on those products, though of course not to the method of determining the tax, which is a fixed one. To Khas Porahat it is entirely inapplicable, since there is no custom whereby a cess is either realised or realisable on trees used for the cultivation of lac: dalkati has been expressly abolished, the rental is an inclusive one and the trees are in no sense the zamindar's. Moreover the attempt to collect was on frankly outrageous principles—the tax was to be payable at full rates whether the crop was successful or not, and at half rates even if the kusum tree was not used for cultivation of lac at all! If the retaining fee was not paid, the threat to the person on or near whose land the tree stands was that it would be settled with an outsider both for lac and fruit; and since the trees will be useless for lac for three years after a good crop, this obnoxious device was often successful and raised the charge for a lac crop to ten annas against four annas in Kera on kusum. The system is based on an idea that the trees are the zamindar's, but of course they are not whether they stand on cultivated or uncultivated land. They are mostly private property of individuals. Where not apportioned among the tenants, they are the corporate property of the community which has full rights in the fruit. A further outrage on all custom was an attempt to assess bair, a planted tree, which prior to 1903 Mr. Taylor's draft patta, was assessable nowhere in the pargana. (§§ 130—132), the date of

179. Lac is cultivated only in villages where a man has cultivation. Customs as to cultivation of lac. A raiyat requires no permission to cultivate it on trees on his own land or on trees which have fallen to his share in a distribution. Where no apportionment of trees has been made, the permission of the headman is usually required to set the insects on trees in the jungle and waste, but such is not invariably the case. Once given, however, the permission holds good either in perpetuity, or so long as the cultivator's seed remains on the tree. In the latter case after the tree has recuperated from the denudation of branches fresh permission is required. In no case, however, is permission paid for; it is required merely to avoid disputes and monopolies, the headman being but an arbiter among the villagers. Where the trees have been distributed, each man sets only on his own trees; his permission is required before anybody else may set lac on them, and it will generally be refused even for a year. (§§133-134)

180. Throughout the estate the extensive grazing rights in their own and neighbouring villages which are characteristic of the pargana (§ 135) belong to all tenants. All grazing is prohibited in the reserved forest and grazing of sheep and goats in the demarcated blocks of protected forest. The right of residents on the estate to enjoy without permission and free of cost the less valuable minerals is the same as in the rest of the pargana (§ 136). The entries in the record-of-rights in the villages of Pir Porahat might be amplified in the answers to questions 100(a) and 100 (c) by specifying the minerals taken free and without permission, which are the same as in Chakradharpur Pir and the Kolhan Pirs.

181. No chapparbandi, trade-taxes, miscellaneous dues in cash or kind, festival or patta salamis, and no bethbegari are payable in these pirs. None of them were ever taken by Government, and even such of them as were customary taxes before 1858 ceased to be so during the next 38 years. Moreover, as I have shown above (§ 177), the officials took the abolition of these things into account in fixing the rent on cultivated lauds which is now the only due in this estate, and the rates of rent recently assessed by Mr. Taylor and approved by the Board of Revenue were of course inclusive rates. The zamindar shortly after his arrival in the estate wrote to ask the Deputy Commissioner if he might institute taxes on rice, myrabolams, honey, etc., and was warned that the result of attempting to do so would probably be his imprisonment! Nevertheless he actually succeeded in realising through the headmen a pancha, or 'benevolence,' of the rent of one kist from the Sadant Pirs and of one year from the Kolhan Pirs to help him to build his house! Chapparbandi outside the two bazars is not only not payable but it has never even been claimed. The zamindar

(i) Chapparbandi. has endeavoured for the past few years to levy trade taxes on the principle that, as they are leviable in the estates of the tenure-holders where they have not been commuted, he also has a right to them. But they are now not a custom of his estate at all, and are not realisable. As a matter of

(ii) Trade taxes. fact, a few rupees as the income-tax returns show, was all that was ever realised in respect of tantkar and kamarkar which were paid in cash, and the tantkar particularly was resented, and has been entirely withheld since Mr. Deputy Commissioner Gait took up the matter. The others laid under contribution were the Kumhars of villages near Chakardharpur who were forced to supply earthenware vessels to the zamindar's household; Mahalis and Doms who do bamboo work and from whom mats and baskets and umbrellas were exacted; the Ghunias, a fishing caste, who were made to pay Rs. 2 a year (except those of Rupapose, who gave three or four cheng at the four festivals); some of the Ghanis who complain of having to render a seer of oilcake in addition to payment of hat dues each time they came to Chakardharpur. Apart from the Kumhars who have always provided vessels free to officers on tour, no tradesmen are liable to any customary payment of any kind. Many have indeed escaped taxation, and all who have submitted have paid unwillingly. Any plea that the exactions are a royalty, e.g., for iron ore, or a payment for forest produce, is met by the fact that the zamindar has no right at all to interfere with the forest and waste lands from which the tradesmen take the products they require, as they

are 'protected forest,' and further, as the tradesmen of the estate have a customary right to take such products as they require for the purposes of their trade from the waste lands free of charge, the only possible ground for such exactions is custom, since the zamindar is only a rent-receiver from the whole village, and custom there is none.

182. No salamis are payable. The zamindar is prohibited by his deed of grant from taking patta salami which of course is also not renderable by custom. It is certain, however, that he has already broken this (to him) irksome condition, which was intended to stereotype the existing system of headmen in the zamindari granted to him. Desahara salami of one rupee demanded from headmen is not renderable by custom, having never been taken by Government and it is like "parabi" an abwab. The zamindar's allegation that it is a complimentary present which the headmen insist upon making is contrary to the method by which it is realised (section 136), and to the fact that headmen were not unhappy because they were not permitted to render dasahara salami to Government. It is beside the point that the zamindar makes a small return present. Goala pradhans usually give dahi at the four festivals instead of the cash salami.

Dasahara goats are not renderable (§ 137) either gratis or at a low price. Jantal goats are purely voluntary gifts to Pauri Mai annually at Porahat and Chakardharpur in Bhado, and at Banskatta triennially. The zamindar has recently organised the ceremony, his own two goats are killed first and he has endeavoured oppressively to make the jantal boda compulsory by ordaining that villagers who fail to bring a goat for sacrifice on the date fixed, must bring one later the carcase of which will be forfeited, instead of being returned as usual. The sacrifice would of course be held independently of the zamindar as it took place when the estate was under Government.

183. Bethbegari is not due nor even claimed by the zamindar himself now. The rents recently fixed were at inclusive rates and so were all rents for the past half-century. It is obvious that gratuitous labour, or labour at low rates, is neither a part of the rent by custom, law or contract. Apart from chapparbandi-bethi, there was no bethbegari in Porahat State. Nevertheless, such forced labour is constantly taken in this estate, and it is the most irritating and widespread illegal exaction of the past few years. The incidence is as usual unequal, an excess, falling to the lot of aboriginals. The zamindar and his many servants have now jots of their own, the zamindar having contravened in villages the obligation to resettle vacant lands, and several headmen having thrown up their own cultivation in terror of being sued in the civil courts. All the cultivation of khas lands in a number of villages is accomplished through halbethi, the ploughmen bringing their own bullocks and plough to plough and sow, and kurulbethi, or transplanting, and in some cases the begari mounts to seven days or more in a year. The zamindar is building a residence at Chakardharpur, and raiyats are forced to bring timber in their carts. This is sagarbethi and the cartman generally receives a pice, though one or two annas are occasionally vouchsafed. Again, coolies have to carry bamboos and rolas to Chakardharpur, and when they have none in their own villages, they must purchase them from the reserves! They receive either nothing or a pice. The zamindar writes that he pays what he contracts to pay, but that is not the case, for it is only by pressing that the labourers get even one pice. Discontent is widespread and only prevented from showing itself because the people are completely overawed, and consider there is no hope for them in the courts.

Certain complimentary services are rendered to the zamindar by social leaders, e.g., despradhans, desmahkars, etc, but they are of course purely voluntary (§ 146.)

#### SUBORDINATE TENURES IN THE SADANT PIRS.

184. These 22½ villages consist, as mentioned in § 156, of (1) maintenance grants acknowledged as far back as the time of Lieutenant Tickell—8 villages and part

Classification.



of Danda, with some revenue-free land in four other villages; (2) religious grants "respected" at the Mutiny under Government orders of December 1858—8 villages; (3) grants by Government in 1859 *viz*, Hathia, Nakti and the four Kharsanan villages. In so far as they are not specifically dealt with in the deed of grant of the Porahat Estate, they are covered by the stipulation that the transfer of the estate was "subject and without prejudice to existing arrangements" with tenure-holders. The maintenance grants are resumable, but only on failure of male heirs of the grantee.

185. (a) *Porahat Pir*.—There are seven villages in Porahat Pir, the subordinate tenure-holders in which were maintained in their tenures by Government in 1858. In the two uninhabited villages of the khorposhdar Kasiram Singh, there are no headmen. In Nagubera there is only one raiyat who pays no extras, but in Thengopose Rs. 2 shadigamipancha is taken rateably from the raiyats when occasion arises. The raiyats also provide a dasahara goat on a payment of eight annas and of rations to the persons who bring it to Porahat. They have continuously done bethbegari in return for rations—repairing the house, tilling the lands, and landing the fuel of the khorposhdar at Porahat. These incidents have been recorded.

186. There are five brahmottar villages. In Karpose the brahmottar tenure of Bishwanath Mahapatra, the only predial service is gharbethi in return for rations. In this village the headman, a minor, has recently been ejected without cause. In Saraspose the raiyats presented to Anand Sarangi a dasahara

**Brahmottar villages.** goat purchased by subscription, but he now prefers to take one anna from each raiyat. Shadigamipancha takes the form of two seers of rice per raiyat if claimed, and a supply of wood from the village. They are liable to assist in the repair of the brahmottar's house to a maximum of half a pice per rupee of rent per annum, and the village to convey if required, three or four carts of wood from the jungle. The only claim established by Harikrishna Sarangi in the uninhabited villages of Balipose is to receive a dasahara salami of one rupee and ten seers of rice from the headman,

**Headman's patta in Belpose.** while in Belpose the rice is given by the raiyats equally. In Belpose the headman's patta expressly admits the continuity of the tenure at the rate fixed according to the custom of Porahat unless patta at that rate be refused, though describing the headman as 'miadi' in the sense that the rent is miadi or fixed periodically (§ 44). The raiyats of Bamandiha, which is also uninhabited, similarly render gharbethi and receive rations in return. In all the cases where sabai, khēr, and bamboos are furnished by the raiyats in rendering gharbethi, or where they bring wood in their carts to the tenure-holder, the supply is contingent on the articles being procurable free of cost. In other matters tenants in these villages have the same rights and customs as villages of the same type in the parent estate in this pir.

187. (b) *Chakardharpur Pir*.—The influence of the régime recently inaugurated by the zamindar of Porahat is perceptible in the manner in which under-tenure-holders of a village or two who for generations have fully recognised the custom of the pargana have during the past few years endeavoured to eject the headmen. It was to be expected that the money-lender Sivghulam Tewari, who is auction-purchaser of Banmalipur and the khorposh half of Danda, should follow such a convenient example. In Mundeadel, the headman, a minor, has been ignored by the brahmottar for the past three years. Kurulia I and II were held by four pradhans of the village family until one of them, Upendra Pradhan, purchased the rights of the khorposhdars and his pradhani title merged in the superior right. He similarly holds Ichinda on mortgage, and there one of the two headmen, Ram Manjhi, relinquished his rights to him, as he could not pay his arrears of rent. In Tesapir and Baipir the headmen are of the village family, while the two headmen who hold the two tolas of Padampur are not, nor is the headman of Thasakpur in which many of the brahmottars cultivate the lands in their own shares. In Hathia, there are also two headmen of the village family, one in the share of each of the two lakhrajders, while the lakhrajdar of Nakti has continued to be munda also.

Tasar is cultivated only in Tesapir and Nakti. In the former there obtains a curious custom, ancient, continuous, and undisputed, and therefore recorded, by which culti-

**Tasar and lac.**



vators of tasar pay four annas to the headman if they are villagers, and eight annas if they do not cultivate in the village. In Nakti, resident cultivators admittedly pay six annas to the lakhrajdar, and non-resident cultivators eight annas. They have done so for nearly 50 years. There is, on the other hand, no payment in Nakti for lac which is cultivated, the trees being distributed by the lakhrajdar. A jantal goat, quite voluntary and not recorded, is offered at Korai-kela by the people of Nakti much as dahi is presented by the pradhan of Hathia to the Thakur of Kera as well as to his own lakhrajdar who resides in Kera. In Nakti, the village Hos have the first claim to settlement of waste, and the lakhrajdar's family as founders of the village to vacant land. There, too, if vacant land is settled with a person who is not a relative of the last holder, he presents the community with a goat to feast on.

Variations in Nakti.

In Hathia, the two pradhans give both dasahara salamis—the cash salami (in one case two rupees commanding a return of a ten cubit sirpa) and chārbethi at the four festivals.

Hathia.

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188. The customs in these villages, whether khorposh or lakhraj, differ except in a few villages mentioned below from those of Chakardharpur Pir only in the retention of the custom of dasahara salami. In Mundeadeh and Bannalipur, parjas may reclaim waste without permission, and new cultivation is held rent free till the next settlement; in the others, the permission of the headman is required and payment made after five years at half rates or at Re. 1 for five khandis in Tesapir, while in Kurulia, Ichinda, Padampur, and Danda there is no reclaimable waste. In several of these villages there is no custom by which any land may be held khas by the tenure-holder, in all, vacant lands may not by custom be given to a 'pardeshi diku,' and mortgage and thika must be given to villagers if they will take them. Where there is a headman he usually gives dasahara salami, either one rupee or dahi, and gets sirpa. In Padampur the dahi of the pradhan is commuted to a cash payment of a rupee. The influence of the new Porahat régime is again apparent in recent attempts to exact trade taxes, jantal-boda, and even ghanikar. Kamars have usually been the victims, as in Danda, but the khorposhdar also took one seer of oil from the Teli for two years. Claims to such dues were not seriously pressed before me, and of course they are entirely inadmissible. In Thasakpur the brahmotdar pays eight annas to the villagers for a goat worth Re. 1-8 to be presented to the zamindar of Khas Porahat.

Customary rights and liabilities.

189. (c) *Kharsauan Villages*.—When the sadant portion of Pargana Korai-kela, formerly held by Ratna Kandhapatar, hereditary zamindar and general of Raja Arjun Singh's militia, was by a sanad dated 31st May 1860 (Mr. Taylor's Report, p. xiv) granted to the zamindar of Seraikela, four villages, Setuhaka, Simidiri, Semraidih, and Dalki, situated in Chakardharpur Pir, were granted as lakhraj puttradhik to the zamindar of Kharsauan by a sanad of the same date, but whereas the sanad given to the zamindar of Seraikela made Korai-kela part of his State, the obviously intentional distinction in the terms of the two grants would appear to have left these four villages within the Porahat State. Whereas in Korai-kela the zamindar was granted the same power of police administration and decision of cases as in Seraikela, in these villages, the zamindar of Kharsauan possesses only the same powers as Government officers exercised in the four villages, and it was his duty to inform the police at Chakardharpur of crimes occurring in the villages. On this view these villages are now a part of British India though not of the Porahat Estate. In the correspondence regarding the grant of Khas Porahat to the present zamindar, I find, however, the view expressed that the grants to Seraikela and Kharsauan were accessions of territory from the Porahat State. This is certainly the case with the grant to Seraikela, and like that grant, these four villages have been excluded from the Porahat Estate by the schedule attached to the deed of grant of 10th October 1895. In these villages, however, apart from the terms of the sanad on which they are held, we have the fact that

Difference between the sanad for those villages, and the sanad for Korai-kela.

Are they in British India?

to inform the police at Chakardharpur of crimes occurring in the villages. On this view these villages are now a part of British India though not of the Porahat Estate. In the correspondence regarding the grant of Khas Porahat to the present zamindar, I find, however, the view expressed that the grants to Seraikela and Kharsauan were accessions of territory from the Porahat State. This is certainly the case with the grant to Seraikela, and like that grant, these four villages have been excluded from the Porahat Estate by the schedule attached to the deed of grant of 10th October 1895. In these villages, however, apart from the terms of the sanad on which they are held, we have the fact that

the rates of rent, the tenure of headmen, and the ~~rights of raiyats~~ continued to be the same as in the Government estate, and different from Khas Kharsawan. The rent was Rs. 26 per hāl as in Khas Porahat from 1860 to 1880. In 1880 it was raised to Rs. 40, the Porahat rate, and by the Commissioner's good offices bethbegari which had persisted in these villages was commuted at Rs. 2 per hāl and consolidated with the rental, while the 1880 rate in Kharsawan itself was much higher. Rents were again settled at the recent settlement at sadant pir rates. Thus it is possible that under Act II of 1893 they are really in British India. On the other hand, under the schedule to the indenture these villages are excluded from the "Porahat Estate" (though there also the language used of them is different from the word used of Koraikele), but railway lands are similarly excluded from it though obviously in British India. Again Government, in its 1445P. of 3rd August 1903, held that the villages are not liable to be assessed for road cess. Government further held that these villages should not have been included in the Porahat rent settlement proceedings. Subsequently, however, by arrangement between the tenants and the manager of the State, approved by the Commissioner, the rents there assessed were retained and it was agreed that the patta to be given should be the same as in the Kharsawan State. In the circumstances, it seems doubtful whether these four villages have been correctly included in the notification directing a record-of-rights to be made. No objection was raised to, but equally no interest was taken in, the proceedings on behalf of the Kharsawan State.

Difference in rate of rent from Khas Kharsawan.

The villages are not in the 'Porahat Estate.'

190. The rights as recorded differ little from those in Chakardharpur Pir. The headmen hold exactly the same kind of tenure as exists in the other villages of the pir. Two of them are khuntkatti headmen, one headman's grandfather obtained his village, and the fourth came from Kharsawan after the village was khas for three years because no villager would accept the tenure. The pattas detail in full the customs of the pir as applicable to the village. That of Dalki granted in 1886 for 14 years gives the rate of rent as above, the remuneration at  $2\frac{1}{2}$  annas in the rupee, and states that no plea of *fauti ferari*, *khushi* or *gharki* will be listened to. The headman must not take an enhanced rate of rent from parjas. New don will be held rent-free for five years and then at half current rates, homestead and gora will not be assessed, and the headman must not interfere with the trees in possession of the raiyats. He must not sell his tenure without permission of the zamindar. Vacant lands he must settle at current rates. Old raiyats of the village are entitled to reclaim without any permission. The headman if he settles his own lands with a raiyat, must do so at current rates. He will look after trees, tanks and bāndhs, he may use timber for agricultural and domestic purposes, but must not wilfully injure or sell. Rent for upland or groves will never be taken nor may an enhanced rate or bethbegari be taken, but shadiganipancha must be paid according to the decision of the panch. Police duties and assistance with rasad are provided for. It is then expressly stated that if at the term of the patta the headman accepts the new rates laid down by law or panchayat, and if he has observed the conditions of his patta, settlement will be made with him, and he may be deposed for failing to observe the above conditions, harassing the raiyats, or non-payment of rent. I have given the provisions in detail because there is no dispute whatever regarding their correctness, so far as they go, as a record of the customs of the pir, which they detail at greater length than the pattas issued by Government in 1880.

Headman.

Provisions of the headman's patta.—Local Custom.

191. In one village the remaining waste is permanently reserved for grazing. In two others old raiyats may, and in one may not, reclaim without permission of the headman. In Setahaka the villagers are consulted before the headman settles waste for reclamation. In that village there is no rent on new cultivation till the next settlement. In the other villages, one rupee per five khandis of paran measurement is taken as in Chakardharpur Pir till the term of the settlement from the sixth year after the land is ready. In Dalki

Rights of raiyats.

permission of the headman is required to make a khalihan or manure heap, but once only. There is no lac or tasar in any village, no one may cut a green tree, the wood of dry trees is distributed among the villagers who mainly procure timber and fuel from Kera and other jungles. Mahua trees where they exist have been partitioned. In these and all other points, rights and custom are the same as in the rest of the pir.

192. One rupee dasahara salami has been rendered by each headman at Kharsauan since 1860. He receives in return a sirpa 5 cubits long. The claim of the headman to a feast as well is not admitted, the State maintaining that it is an alternative to the sirpa.

Dasahara salami.

Shadigamipancha was allowed in a suit for a kabuliyat in 1883 and has admittedly been paid twice since then. A panchayat distributes over the Thakur's villages the amount required, and each headman collects rateably from the parjas of his village. It is doubtful whether the court which decreed the suit was aware that those panchas had been consolidated with the rent in 1840. Presumably

Shadigamipancha.

shadigamipancha was admitted on the analogy of bethbegari, which had been commuted in 1880 in these villages, though confessedly not renderable in Khas Porahat.

## CHAPTER VIII.

### KHAS PORAHAT.

#### II—KOLHAN PIRS.

Names of Pirs.

193. The following are the Kolhan Pirs of Khas Porahat :—

(1) Gudri, sometimes called Girga, with 52 villages, (2) Durka subdivided into three parts—one containing 38 villages under Rusu Manki of Jātē, another under Machua Manki of Pansuan containing 7 Ho villages, and the third under Galai Manki of Kamai containing 15 Mundari villages situated in Manoharpur thana, (3) Bāring, (4) Kundrugutu, (5) and (6) Lagura and Songra which were till 1860 the Kol pirs of Korakela, and (7) and (8) Goilkera and Jhilruan, both Ho pirs. There was originally only one Manki in Durka, but, the area being too extensive, the pir was subdivided on the analogy of the large pirs in the Government Kolhan, so that there are 10 Mankis in Khas Porahat.

194. The Kolhan pirs are inhabited mainly by Mundaris and Hos. The dividing line between Mundaris (Buru or Hill Hos) and Hos (Larka or Fighting Hos) is the great belt of reserved forest. The former inhabit the north and west,

Ho villages.

down to Anandpur and Saranda, while the latter have been pressing northwards. The mundas in Goilkera Pir, with the exception of one Christian Mundari in Christian Tola and a Bhuia in Ghoraduba are exclusively Hos (Goilkera bazar being khas, and in Jhilruan 14 mundas are Hos and one is a Mundari. Machua Manki's 7 villages are all Ho villages, while there are 4 Ho villages in Rusu Manki's elaka adjoining, of which 2 were settled by Hos and 2 were resettled by them after Mundaris had deserted them. Two detached Ho villages in Songra Pir—

Their headmen. QQ. 20, 21.

Jonko and Kurjuli—which formerly belonged to Korakela Pir, make up the 37 Ho villages, 34 of which have mundas of the original village family, 2 have mundas who resettled the villages, and in Kurjuli, the sons of the previous munda having refused the mundaship, a Ho villager selected by the Manki and villagers succeeded.

195. The Mundaris and the Hos speak the same language with quite unimportant differences. Though as close akin as, for instance, Scottish and Irish Gaels, Hos and Mundaris cannot be recorded at the present day as one tribe, since, as I have pointed out in the chapter on Anandpur, their customs differ considerably and they do not intermarry. The Hos, as a rule, regard themselves as superior to the Mundaris and will nowhere intermarry with them. The Mundaris aver that this is due to the fact that they cannot afford Ho brides who are notoriously expensive, but even apart from the well-known fact that Hos will not reinstate in caste any one who has coquetted with Christianity, while non-Christian Mundaris have no hesitation in remaining in commensality with Christian converts, and no scruples in taking them back on reversion to the national religion, a fact which many Hos now urge as the reason why they cannot eat with Mundaris, it appears to me that the differences in customs which separation has evolved, are sufficient to account for the present-day co-exclusiveness of two neighbouring tribes of the same race with the same national organisation and language. The burial customs of the Mundaris are much more strict than those of the

Burial customs.

Hos. The fundamental characteristic of those customs is that adults who die of natural causes may be permanently buried only in a village of which they regard themselves as owners, that is, which they or their ancestors called into existence, and only persons who by birth, or rarely by adoption, satisfy these conditions may have a flat stone placed over their bones in the village. The Mundaris are very strict in guarding this privilege of sasandiri (burial ground-stone), regarding it as their title-deed, while Hos rarely refuse it to respectable Hos of a different kili who have cleared land in the village, whether they are descendants of the original clearers of the village or not. Among Mundaris there is in almost all parts an overwhelmingly strong feeling that only the kili (rarely two or more

kilis) which founded the village may set up sasandiri there. Among Hos it is not exceptional for persons of many kilis to join to found a village, when of course each kili is entitled to make its own sasan in the village, and to set up stones therein, and Hos also accord the privilege of sasan and sasandiri to subsequent arrivals of other kilis without any idea of adopting the other kili with which indeed they often continue to intermarry. The "sasandiri test," as it

is called, is therefore a much less safe criterion among Hos than among Mundaris of whether a particular claimant is a khuntkattidar of the village. It may be mentioned, however, that a custom of burial instead of burning is springing up among Mundaris, perhaps owing to the example of the Christians, so that recent stones, if few and contested by another kili, are much less trustworthy evidence. Standing memorial stones which are placed by the wayside are among both tribes of no importance as evidence, as they may be erected not only by a bhuinhar who has already placed his flat-stone over his ancestor's bones alongside of the other stones of his kili in the village, but also by an outsider with no hereditary connection with the village and no right of sasandiri there.

196. There are 232 headmen in the Kolhan Pirs, of whom 198 are of the original village family. The mundas in 37 Ho villages have been dealt with in § 185. Mundaris number 179, and the other 16 are dikus.

Headmen\* (mundas). QQ. 17-34, side Appendices V and VI.

(a) Hos.

Of three dikus in Baring Pir, two Tamarias are semi-Mundaris, one of whom received the mundaship long ago by a fraud, and the other when the villagers became poor. The third, a Bhogta, resettled a deserted village. Of the three Rautias in Gudri Pir, one certainly founded his village, one probably joined with Mundaris in founding it, and one subsequently acquired the mundaship, apparently at the Mutiny. In two other villages

(b) Instances of diku headmen.

in that pir, Jalmai and Gandekeda formerly a tola of Jalmai, a Jogi was admittedly chosen by the bhuinhars "to face the Sarkar," and he now acts exactly as if he were a member of the village family. In Durka Pir Rautias hold seven villages, three of which they originated. In one the bhuinhars introduced a Rautia headman to represent them and gave him one-third of the village, and in two others they invited him to come as headman. Another received, in some inexplicable way in 1880, a new fiscal village adjacent to his own. Four other villages in that pir resettled by Mundaris and Hos after destruction of the original settlement by wild elephants which are such a curse in that neighbourhood. A Bhuia founded Ghoraduba, the only non-aboriginal village in Goilkeria Pir. In 8 of the 16 villages with diku headmen, Mundari khuntkattidari tenancies have

Mundari-khuntkattidars in villages with diku headmen.

been found and recorded. No Hos have been entered as khuntkattidars except in the peculiar case of Chinihari. There is no doubt, however, that in these pirs they, like the Mundaris, merely paid tribute, and that to this day they have higher rights in their villages than the Hos in Porahat Pir. Of the 179 villages which have Mundari headmen, there are 10 in which no Mundari khuntkattidars have

(c) Mundari headmen,

been recorded, and 15 others where the munda himself is not a Mundari khuntkattidar. It appears, therefore, that the headman in the 177 villages containing Mundari khuntkattidari tenancies is of the village family in 154 instances, the others being 8 dikus and 15 Mundaris. Of the latter, the majority succeeded

who are mostly Mundari khuntkattidars.

because the original kili became poor and relinquished the position to a person financially better able "to feed the chaprassis" when they came. In one case the nephew of the wife of the bhuinhar munda was made munda after the Birsa disturbances, in another a Christian pastor became munda, in Tamrung the bhuinhars who live in Gudri made a resident Mundari munda when the tola was separated from their own village for fiscal purposes. Similarly

Change of family rare. Reasons for changes. Q. 21.

in Baring Pir a son-in-law of the munda who appeared before Captain Birch when the munda was detained at home by illness had his own name quite unintentionally entered in the books as munda. Similar errors occurred in the 1880 settlement when the name of the person

\* See also §§ 61-78 and Chapter-IX.

acting for a minor munda was entered in the patta as munda, but only the most grasping have taken advantage of the error. Ordinarily the Deputy Commissioner would not trouble who paid the rent, provided it was paid. The usual plea for a change of family however was poverty.

197. Succession is strictly by primogeniture in the male line, an adult relative (often an uncle who is loath to lay down the sceptre) acts for a minor heir, and females are barred. When an heir is unfit (§ 58), the family arranges to pass him over at least for that generation. There is no selection by villagers, Mundari khuntkattidars, Mankis, or zamindar. Again, in the unusual event of an ejection or deposition, the succession does not pass from the village family. The selection is made by the tenants of the village, khuntkattidars and raiyats in panchayat together, from the descendants of the original founders of the village ("bhuinhars," as they are called especially among Mundaris) or, if none of them are any longer cultivators of the village, from the whole body of cultivators of the village, and ordinarily only Mundaris may be mundas in villages established by Mundaris and Hos in villages originally cleared by Hos. Thus in a village where the ejected munda is a Mundari khuntkattidar his successor will also be a Mundari khuntkattidar of the village. Indeed, he will in practice generally be a full cousin or even another member of the same household. In the 23 villages where there are Mundari khuntkattidars, but headmen who are not of that status, the new munda should, it is admitted on all sides, be selected from the Mundari khuntkattidars, as they have a preferential claim, or rather a reversionary right to the position which can, in theory, be held only by one of themselves, whenever the person to whom they have, in their view temporarily, entrusted it, or his direct descendant, proves unworthy. All this is in the view of a Mundari so obviously reasonable that any other view is ridiculous. In a few such villages, the family of the present headman has a preference equal to that of the Mundari khuntkattidars of the village, but sometimes the preference is only equal to that of Mundari parjas over diku parjas. In all cases it is only when Mundari khuntkattidars are not available, that the villagers may choose ordinary parjas and, with the exception just mentioned, they must be Mundari parjas. In a Ho village, the successor of an ejected munda must be a Ho of one of the families who founded the village, and failing such a candidate, another Ho of the village. In the diku villages where there are no Mundari khuntkattidars, the headman must in all cases be a tenant of the village, and, if the last headman was a descendant of the original clearers of the village, he must also be a member of the village family. No one but a tenant of the village may become munda—the solitary exception where a headman of one village secured an adjacent village in 1880, is mentioned in § 196—and only very special circumstances connected with the history of the village justify non-residence (§ 58). All selections after an ejection is subject to the approval of the Manki, who is himself surety for the rent. The Deputy Commissioner representing the State, and the zamindar have a right to veto any particular selection on the ground that the nominee of the tenants and Manki is physically or mentally unfit or a bad character (§ 58), but the veto must be exercised at once, and not so as to make of it a right to select. The zamindar admitted to me that his rights in connection with the mundaship of villages in these pirs are less than in the Sadant Pirs, though the patta is the same, and he does not claim the same right to dispense with them on the ground that the patta has expired. He has not "dispensed with" any of them, and has freely promised "pattas according to custom," as soon as the correct form of the patta has been settled after the completion of these enquiries. The customary rights of a munda in these pirs are the same as in Bandgaon, and the zamindar of Bandgaon deposed that "the mundas cannot be turned out unless they fall into arrears, and then one of the brotherhood is chosen by the villagers. They must hold settlement after settlement unless they become badmashes. The Deputy Commissioner only may dismiss them at the instance

Succession in ordinary circumstances. Q. 22.

Succession after a deposition or ejection. Q. 30.

Munda must be a tenant of the village and generally resident.

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Approval of Manki necessary to selection after ejection.

Claims of the samindar.

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Claims of the zamindar.

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Evidence of the zamindar of Bandgaon.

zamindar of Bandgaon deposed that "the mundas cannot be turned out unless they fall into arrears, and then one of the brotherhood is chosen by the villagers. They must hold settlement after settlement unless they become badmashes. The Deputy Commissioner only may dismiss them at the instance



of the zamindar." He also admits (§ 60) that villages in his estate change their mundas without any reference whatever to him.

198. There is no foundation for any claim on behalf of the zamindar of

History of relations of munda  
with rent-receiver.

Porahat that he has a right to appoint or dismiss mundas in these pirs, who are in no sense his servants. It is quite certain that the Raja of Porahat had no such power, and Government as the State only assumed it in a slight degree on the ground of expediency and on the analogy of the Kolhan because the munda was vested with police powers. An investigation of the records shows that before 1880 there is not a single instance in these pirs where a change of family was due to the deliberate intervention of Government either as State or as rent-receiver. Government never interfered with the local custom as to the mundaship. Indeed, only three cases occur before that date, where a change of headman was even reported to the Deputy Commissioner, and they are instructive. In Champaba, where a Tamarua had become headman his son requested confirmation from the authorities, obviously because he felt insecure in the tenure, as he was not a bhuinhar,—in the Ho village of Kurjuli an uncle succeeded as heir, and in Ghoraduba a Bhuia of the village family succeeded the deceased Bhuia headman whose son had left the village.

Issue of pattas in 1880 inadver-  
tently in the wrong form.

Pattas were first issued to the mundas of these pirs in 1880. It was proposed to give them pattas in the Kolhan form of 1867, but by inadvertence of the Deputy Commissioner's office, the pattas were drawn up in the form in use in the Sadant Pirs. It is so obviously inappropriate that even the provision fixing the rent on new cultivation at "one rupee for five khandis parān," which had been inserted into the patta of the Sadant Pirs to prevent the realisation of excessive rents on such lands (§§ 65, 84), but which might readily be taken as an invitation to exact rent on such lands where it had never been taken before, has remained a dead letter in every village, Mundari (§ 213), Ho and diku. Naturally after 1880 more successions were reported, but by no means a large proportion. Government interfered but little, and in practice admitted the right of a member of the village family selected by the villagers to succeed after an ejection. I can find no case where a nomination of the

Significance of the patta.

villagers and Manki was vetoed. As to the patta itself, it is quite certain that the mundas and khuntkattidars of these pirs never contemplated that it conferred on them the tenure which was already their own, or that it had any other meaning than that the rent entered in it was fixed for twenty years. And, as is shown in Chapter IX, the original framers of the patta even in the Sadant Pirs had not even under consideration the question of the permanence of the tenure. As soon as that aspect of the patta began to be considered in 1903, the mundas of Bandgaon, the most intelligent aboriginals in the pargana, at once advanced their claim to a "maurusi khuntkatti patta." Mundas, as the zamindar of Bandgaon admits, are changed without any reference to the zamindars. I found that quite recently changes in the mundaship have taken place in these pirs without the knowledge of the zamindar and his staff. The only occasion on which ejections in these pirs have not been exceedingly rare was during the Birsa disturbances at the beginning of 1900.

The Birsa ejections in 1900.

The Commissioner of Chota Nagpur called on the zamindar to eject certain mundas for complicity in the outbreak. The zamindar, conscious that he had no power to comply, asked for written instructions, whereupon the Commissioner directed him to issue parwanas to certain mundas to the effect that they were dismissed from their mundaships because of serious misconduct which was a breach of the conditions of their pattas. It is most important to observe that, where the villagers had not fled and therefore could be consulted by the Manki, members of the village family were at once chosen by them as mundas, except in Sidma and Usram\*, where candidates of the village family were not available, (though so strong

How met by the tenants.

is the idea of right that in Sidma the nearest relation of the last munda, who happened to be a nephew by marriage, was chosen), and that the appointment of relations of their own which was all that the Mankis of Songra and Durka (Jātē) could

\* The mundaship had long passed from the bhajyads of Usram, who are weaklings.

suggest, was a temporary expedient so opposed to the sense of justice of the community that it failed in every instance, and now the ejected mundas, their eldest sons, or some member of their family, are again mundas. The tenants refused to give the interlopers possession, declaring: 'It is our khuntkatti—by what right may others hold it?'

199. The existing mundas are entitled to "settlement after settlement,"

Summary.

to use the popular term, at the assessed rate of rent. The permanence of their tenure is not affected by the expiry of the period of a special assessment, or of the patta based on it. They receive a patta by custom, though their tenures are not created by, nor founded on pattas, which indeed are not a necessity to the continuance of the tenure, but a merely convenience to both parties. As to the succession, the zamindar has no voice whatever in determining it. It is by primogeniture, as elsewhere in the pargana, unless the heir is palpably unfit, when his male heir supersedes him. Women cannot succeed, nor can a man inherit the mundaship through a female. (One woman indeed is munda of a village, but she has been allowed to hold on *ex gratia*, as her husband left no relations in the village. A Mundari widow is often allowed to retain a life-interest even in khuntkatti lands which go to her husband's heirs only after her death, cf. § 90 as to the custom among Hos.) In these pirs ejection for arrears is merely an academic question, being unknown except in the Bhuia village. The record-of-rights shows the same interpretation of custom in regard to ejection for arrears as elsewhere, but in these pirs there is this difference, that the Manki is surety for the rent to the rent-receiver. Each munda is entitled to a separate receipt for rent. When a headman is ejected, a most rare occurrence and hitherto solely on grounds of character, the villagers select a successor from the descendants of the founders of the village, (who in Mundari khuntkatti villages are the Mundari khuntkattidars), and if none of the cultivators are descendants of the founders, from the whole body of tenants subject to the very general exception that in Mundari and Ho villages the munda must be respectively a Mundari and a Ho. The selection of the villagers is subject to the approval of the Manki, but only as head of the national organization, and not as a subordinate of the rent-receiver (§ 50).

Permanence of, and succession to the mundaship.

Method of selection after ejection.

Disapproval of a nominee by the Deputy Commissioner or the zamindar.

200. The appointment of the successor is then complete, unless the chief executive authority of the district, whose sole village police the mundas are, or the zamindar comes forward at once to object on the ground solely that the new munda is so deficient in physique, intellect or good character that he is unfit to be munda. On rare occasions the villagers, chiefly the bhaiyads, turn out a munda, and with the approval of the Manki select another who is in full possession of the mundaship without the zamindar or Deputy Commissioner being even aware of the change. This veto is in fact in an inchoate state (§ 197). Just as the zamindar has no right of interference in a succession on a decease or resignation, so after an ejection, he has only a very limited or rather shadowy right of disapproving the new nominee. His right is somewhat higher in the Sadant Pirs. With the exception of Gailkera Bazar, all the villages in these pirs have always had, and must have mundas. In no circumstances can the rent-receiver's rights be conceived as including a right to retain them khas—his right is merely to receive a rent payable through the munda with whose tenure he has hardly any concern at all. The munda must in almost every village be a member of the original village family, unless it is extinct or has left the village. In practically all cases the munda must be a resident villager (§ 85). The exceptions are few and all based on the history of the particular village. No person may be munda of two villages unless one is in reality only a tola which has been erected into a separate village for fiscal purposes.

Villages must have mundas and cannot be retained khas.

201. The indigenous organisation of the Mundaris both in Ranchi and in Singhbhum consists of village communities the members of each of which, (or at least those of them

Mankis (see § 8C) QQ. 1-14.

who are of the original village kili and have the right of sasandīri in the village),  
 are owners of the territory of their village,  
 and have as their representative one of them-  
 selves called the munda, who was often originally, and sometimes still is, also  
 the pahān (pahānr), or sacrificial head of the community. A number of  
 villages, generally about twelve, grouped themselves together under a Manki as  
 divisional head, who carried their contributions or tribute to the person, if any,  
 entitled to receive it and able to enforce it, appropriating the revenue  
 of one or more villages. The tradition of the Mundaris is that, after they had  
 acknowledged Rajas in Chutia and Porahat, they desired to have a represent-  
 ative who would appear on their behalf before a Raja or Thakur and generally  
 supervise them in all judicial or social, revenue and executive matters. The  
 probability, however, is that, among Mundaris at least and probably among Hos,  
 mankis were long anterior to the voluntary submission to Rajas, under whom  
 they continued to have the same position and duties as before. There is ample  
 evidence, write Messrs. Hoffman and Lister, "to show that the Manki is an  
 essential factor in the original political organisation of the Kolarian races, and  
 as such has existed everywhere among them." I  
 find that Major Roughtsedge, when he first led troops  
 into Singhbhum, made terms with the local Mankis. They exist at present from  
 the border of Hazaribagh to the south of Singhbhum,  
 and are in Singhbhum the acknowledged leaders  
 of the people. The jurisdiction of a Manki is known as a pir (§ 25), and  
 in Ranchi sometimes as a pati. Lieutenant Tickell, Assistant Agent to the  
 Governor-General at Chaibassa, writing on 1st February 1842, says that in the  
 interior of the Kolhan there had been, before the advent of the British, no  
 acknowledged head of any kind, but "the villages bordering on Singhbhum  
 (i.e., Porahat) paid land-rent to their several zamindars not according to  
 quantity of cultivation, but were taxed at so much for village in respect to its  
 size. These border tracts had their chiefs or  
 Mankis who were elected on paying a salami for  
 the distinction to the zamindars, and who used to present the amount of tax  
 required." It may be imagined that when the zamindars rarely got anything  
 at all from the Hos or Mundaris, the salami, if it was not the customary  
 rupee at the Dasahara weighed with them less than the influence which would  
 enable the Manki to collect the contributions of the village communities, since  
 according to the same authority the Kols bordering on Porahat, "gave little  
 malguzari but occasionally some trifling peshcash or tribute." As the Agent  
 to the Governor-General reported on 12th August 1839: "the Kols (that  
 is, the Mundaris of the Kol pirs of Porahat, the only part of the Kol  
 country not under our direct management") do not feel that the Raja  
 has the power to enforce the payment of the revenue: consequently it  
 is now more a matter of free will than compulsion if anything is paid."  
 As a matter of fact, the Mankiship was always hereditary in the family;  
 but the succession was, as often among Highland chiefs, not strictly  
 by primogeniture. This system was extended by  
 Government to the whole of the Kolhan, and the  
 "largest pirs subdivided," as Major Wilkinson wrote in 1837, "and each sub-  
 division placed under the superintendence of a Manki who had been chosen  
 chiefly owing to the influence he is supposed to possess, and with the general  
 consent of the inhabitants of those villages over which he is placed." In  
 Bandgaon before the advent of the original tenure-holder who received the  
 privilege of appropriating the contributions of the village communities it is  
 certain that there were Mankis with the same status as in the neighbouring  
 parganas of Ranchi and they belonged to the original kili, which inhabited  
 the original village in the circle. Mr. Taylor's  
 idea that they were invented by Sukhlal Singh is  
 disproved not only by the present zamindar's own admission but by the  
 rubakar of 1841. In being bhuihars of the original village of their circle,  
 their 'pati' would correspond to the 'parhas' of West Sonpur, where all the  
 eight or more villages are members of one kili, and have a tradition of  
 common sasandīri. Similar great stretches of clan country can be found  
 in these pirs, e.g., fifteen villages round Gudri are of Barjo kili. In Lagura

and Bāring which adjoin Bandgaon, it is claimed that the ancestors of the Mankis exercised the same functions as are now possessed by their descendants, but with what truth, it is difficult to decide.

202. In 1858, four pirs, Durka, Gudri (or Girga), Bāring (perhaps including Kundrugutu), and Jhilruān (or Toonia) which probably included Goikera, were held by Raja Arjun Singh, while Lagura with Songra appertained to Koraikela. The Commissioner's suggestion to bring the Kol pirs, including the Kol pirs of Koraikela which were expressly excluded from the grant to Seraikela, under the same system of management as the Government Kolhan ("They should be managed on khas principles like the other Kol pirs"—8-6-1859), to assess them at the same rates and give the Mankis the same powers of police, was accepted by Government, and during Captain Birch's tour in 1859-60 Mankis were selected in Gudri, Jhilruān, Goikera, Songra, and Kundrugutu from the head villages of these pirs, and in Durka from Jātē while the Mankis of Bāring and Lagura who were, as in Goikera and Jātē, the mundas of their villages, were confirmed. It is beyond doubt that Captain Birch assembled the mundas of each pir and confirmed their selection of Mankis for their respective pirs. Indeed, as early as 13th May 1837, we find the Agent to the Governor-General writing that a new manki in the Kolhan in a place where a Manki had not existed before, "was chosen chiefly owing to the influence he is supposed to possess, and with the general consent of the inhabitants of those villages over which he is placed" (§ 201), and the selection was itself influenced by the national sentiment that the khuntkattidars of the head village had a particular claim to the position. Indeed, in genealogies of the village families, for instance in Kundrugutu, the names of former Mankis are met with. It was subsequently found that the Durka Pir was too large; it was therefore partitioned into three sub-divisions, the largest of which remained under the former Manki, while the eight Ho villages were placed under the munda of Pansuā as Manki, and fifteen villages under the munda of Kamai (§ 193).

Position after the Mutiny.  
Selection of Mankis by the mundas, and confirmation by Captain Birch, 1860.

Durka Pir split up.

203. The method of succession under Government was, as in the Kolhan, governed by the rules laid down in letter No. 7, dated 17th March 1851, of the Agent to the Governor-General, to the Assistant Agent in Singhbhum.

Succession.

"It does not appear to me necessary that the vacancies among Mankis in the Kolhan, the subject of your letter No. 39, dated 10th March, should be filled up according to any invariable rule, having exclusive reference to election or family.

"The individual who exercises the greatest degree of local influence for the best purpose is the one best qualified for the office.

"Now the man who might be elected by his fellow villagers, might not in your judgment possess the above qualification and could not therefore be approved by you; consequently the office is not purely 'elective.'

"On the other hand, the adult heir of a deceased Manki who had filled the office with the highest credit might be considered by you ineligible on account of some defect in his disposition or his intellect. Neither therefore is the office strictly hereditary.

"I am of opinion that when a Manki who has discharged the duties of the office creditably may leave a son apparently not disqualified to succeed, he should not be passed over without a fair trial. Apart from other considerations the knowledge that such a general rule was acted on, would induce good conduct and efficiency on the part of all Mankis who might have sons.

"So also, if a good Manki should leave no direct heir, but there should be a member of his family generally qualified, I would give him a preference over others, and I can see no objection to such a party acting for the minor son of his deceased relative, provided it be clearly understood that the said minor would not succeed unless quite qualified to do so when he might reach mature age."

204. The spirit in which this control of the succession of Mankis was exercised is obvious from the fact that succession has in fact been by primogeniture in all cases where the heir would accept it. Where, as in Jhilruan, the heir was a minor, his uncle acted for him till he came of age. In Durka (Kamai) the same happened, but there the brother who acted held on, as often happens among Mundaris, till his death. The only deposition under Government was that of Rasai Manki of Goikera who on deposition for arrears was succeeded by his nearest

The custom under Government.

suitable relation, his cousin Lambra Manki. The latter appears to have given offence to the present zamindar, and is alleged to have been "struck off," but his son is admittedly working satisfactorily in both fiscal and police matters, though the zamindar, it is difficult to say why, appropriates his remuneration. The acting Manki of Kamai was apparently 'struck off' by the zamindar just before his death, because he failed to collect some seed loans made by the zamindar during the last famine! His nephew Galai Manki for whom he was acting, subsequently paid in the rent, and received receipt but no remuneration, and is now, though performing the duties, ignored by the zamindar who, as in Goilkera Pir, gives separate receipts to the mundas, and not, as in other pirs, a single receipt to the Manki in respect of the whole rent of the pir. It cannot be said that the Mankis of Goilkera and Kamai are unfit for the work, as they perform it quite efficiently and are universally regarded by the executive, the mundas and the people as the *de jure* and *de facto* Mankis. It is not alleged that the rent has not reached the zamindar. Apart from the difficulty of administration in the absence of a Manki liable to police duties where chaukidars, being found burdensome and unsatisfactory, have been discontinued, it is certain that if Government had continued to hold the Kolhan Pirs of Porahat, it would have been considered a breach of custom as well as of the rights of the incumbents to abolish the mankiship. Though the pattas of 1880 were for a period only, the reason was merely that the amount of rent annually payable was fixed for that period, exactly as in the case of the pattas of the mundas which merely fixed the rent and neither could nor did affect the permanence of the tenure. There was at the very least an implied engagement, just as there is in the Kolhan, that the time-honoured customs of continuing the Mankis, when on the expiry of the period a new rent was fixed, and of succession by a suitable heir or relative, would not be departed from except for misconduct. The successor-in-interest of Government took over the estate "subject and without prejudice to all existing engagements" of which some were expressed and some implied. The continuance of Mankis and the rule for their succession were among those engagements. But apart from that, the tenures of Mankis are not based on pattas, which are accidental, and issued only on one occasion, being solely due to the connection with Government. I am clearly of opinion that the position of the Manki is of such a character that it cannot be discontinued or kept vacant without infringing the rights, not only of the existing Manki families, but also of the tenants of the Manki's pir. Thus, by custom, the villages of his pir have (with considerable exceptions in some pirs) permitted, the exercise of some of their rights to become subject to the approval of the Manki, but solely as the natural national leader (§§ 50, 87, 211). In practice owing to the existence of Mankis, aided no doubt by the general honesty of the aboriginals, there are never any arrears of rent in spite of the fact that one year's rent was taken as a pancha in 1896, bethbegari also for some time, and an illegal cess on lac once or twice since the date of Mr. Taylor's patta. The present absurd position where the Mankis may simply be ignored by the zamindar at will, because he holds the purse strings, is not only oppressive towards them, but as I have shown (§ 50) absolutely disastrous in its effects on the rights of the tenants.

205. The Manki then is the divisional head of a pir containing a number of villages, each with its own munda over whom he exercises a general supervision. He looks after boundaries, the jungles and roads "so as to promote cultivation and the general welfare of the community." He usually reports a succession to the mundaship, whether by inheritance or by nomination of the villagers after an ejection, to the zamindar and the district authorities, takes the mundas to the zamindar to pay the rent, and is personally responsible that full payment is made. He has also important police duties. He investigates cases, forwards information of offences to the thana, and makes enquiries into unnatural deaths. He also sees that rasad and coolies are found by the mundas for officers on tour. The Mankiship is not transferable, but a son or other member of the family may act for the Manki if he is old. Females

Irregularities under the present zamindar,

who wrongfully ignores two Mankis,

contrary to custom and their rights.

Functions of the Manki.

may not be Mankis, nor does descent through females give a claim. The Manki is liable to dismissal for failure to perform his duties, for oppressing the mundas or tenants and for personal bad character. If he be dismissed, the mundas of the pir will nominate a suitable Mundari or Ho, as the case may be, of the pir, the former Manki's family being deemed to have a preference, (as actually occurred in Goilkerā) and indeed the former Manki's village kili also. The nominee is subject to confirmation by the zamindar and the Deputy Commissioner, to whom he is subordinate in his revenue and executive duties respectively. I find that by custom he has a

right to a new patta on the same conditions, except as to amount of rent, after the expiry of a previous patta. In all cases the Mankiship has remained in the same family so far as is known, and certainly since 1860. The succession is by lineal primogeniture in the male line, provided the zamindar and Deputy Commissioner to whom the new Manki who inherits the Mankiship is subordinate, do not reject him as unfit physically, intellectually or in character (§ 58) for the position. If they do, the nearest suitable male relative of the Manki who has died or resigned is appointed. The provision in the patta is "If you die or your resignation be accepted, Government is at liberty to appoint your heir, if one be found fit, and somebody else in the absence of fit heirs of yours." Custom is, however, actually more favourable to the family of the existing Manki than the patta which in this matter as in the provision whereby Mankis and mundas were to divide between themselves the income from new cultivation during the period of settlement, did not accurately represent the facts. During a minority, the Manki's nearest relative who is suitable acts for him, as happened in Jhilruān and Durka (Kamai). Such 'joridars' have their counterparts among Mankis in the Government Kolhan, and there also, as well as in Porahat, the custom is the same in respect of headmen.

206. The remuneration is six pies in the rupee on the collection of the pir. Theoretically, it is one-tenth of the balance after the munda has received one-sixth of the collection (Lieutenant Tickell's No. 11 of 1st February 1842) but this total of four annas in the rupee has, on the analogy of the Government Kolhan, long been divided between mundas and Mankis in the proportion of ten and six pice, respectively. Originally the Manki appropriated the collection of some of the villages in his Mankiship, as he now does in the 'chaputa' villages in Ranchi (Mr. Carnduff's edition of Act I of 1879, note of Messrs. Lister & Hoffman). Thus the village of Roro was held free by the Manki of Bāring, while in Kera Gebalor was similarly held by the Manki of Jaria, and Lagahātū by the Manki of Dukri, and in Bandgaon Jagda by the Manki of Tokad. The patta of 1880 contains a provision whereby Mankis and mundas are empowered to divide equally between themselves the income on new cultivation prepared during the period of the patta, but so opposed to custom and right was this provision, which was due to the false analogy of the Sadant Pirs, that no income was ever derived from rent on new cultivation. The Manki is entitled to a receipt for each payment in respect of rent or interest thereon.

207. Chapter XI deals fully with Mundari khuntkattidari tenancies. It is sufficient here to draw attention to the definition, which, though framed on the knowledge acquired in Ranchi, presents few difficulties in Singhbhum when one is deciding whether certain persons are Mundari khuntkattidars or not. Taken with the definition, the sasandīri test (§ 195), is in its widest application practically infallible, except indeed, in the case of persons who acquire 'jungle land' with the intention stated in the definition after they have become Christians, and except where, in a very few places, the modern tendency to bury rather than to burn the adult dead—a tendency which has received a set-back since the passing of the amending Act—has presented doubtful cases. The Mundari khuntkattidars in Khas Porahat and Bandgaon are not "broken" in the sense in which that term is used in Ranchi and in Anandpur. At the same time they differ in one important respect from the 'intact' khuntkatti villages of Ranchi, as they do not pay a "quit-rent." But like the latter and unlike the former they pay their rent to the village munda,

Broken or intact ?

while the village group is "in possession" of the jungle land acquired by them or their ancestors and can deal with it without any interference on the part of the superior landlord, so that they satisfy not only the second section of the definition in respect of their individual holdings as Mundari khuntkattidars in broken villages do, but the first section also in respect of the jungle and waste land of the village as intact Mundari khuntkattidars do. The development in Porahat has indeed differed in some respects from that of the kindred villages in the neighbouring parganas of Ranchi because of attempts to assimilate the Mundari villages in Khas Porahat to the villages in the Sadant Pirs of the same estate. The principle of individual assessment (which was doubtless the original method in both districts) has been stereotyped in Porahat, and in 1880 the rent of the villages began to be assessed on the embanked lands though the rents themselves have not been enhanced since. It is obvious,

Development in Ranchi and Singhbhum on different lines.

therefore, that the criterion as to whether a village in Ranchi is 'intact' or 'broken' is inapplicable in Porahat. In Porahat where the Mundari khuntkattidars individually, or with the consent of the group, may clear waste land without permission and are not subject to any interference in the internal affairs of the village from the rent-receiver, they must be regarded as 'intact', and any new land which any member of the group brings under cultivation within the village can obviously not be assessed to a higher rate of rent than is payable for existing khuntkattidari lands (§ 285). All the 154 villages which have mundas who are Mundari khuntkattidars and most of the 23 which have not (§ 196) are intact villages of the Porahat type. The cultivators in a village containing Mundari khuntkattidari tenancies who are not Mundari khuntkattidars are termed "parjas", and are not entitled to set up sasandiri in the village. The only consideration shown to their new cultivation is that it is rent-free till the next assessment of rents or so-called 'settlement' takes place.

208. In the Ho villages in these pirs the Hos originally "paid no rent but were taxed at so much per village according to size" just as the Mundaris were. The village group is undoubtedly owner of the village territory.

Non-Mundari khuntkattidars. Q. 36-37.

Hos.

As I have already indicated several kilis often joined in founding a Ho village and all may bury and have sasandiri in the village, while, unlike the Mundaris, they are as a nation not chary in admitting other Hos to the same privilege (§ 195). The original clearers satisfy except in race the definition of 'Mundari khuntkattidars.'

Dikus.

The foundation of the few Rautia villages and the single Bhogta and the single Bhuia villages was precisely similar in character. Now in these pirs as elsewhere the original non-Mundari clearers, of whatever caste they are, do as a matter of fact enjoy at the present day no special privilege, except what has hitherto been, in all but a very few cases, the academic one of supplying from their ranks the new munda after a munda has been ejected (Q. 30). The fact is, the few persons whose advent was later, were specially admitted by the existing villagers and were not debarred from the special privileges, e.g., of clearing land without permission, and all the important rights enjoyed are accordingly now the common privilege of all the cultivators. As regards non-enhancement of the rent of lands made by the original clearers of the soil, the position so far as custom is concerned is precisely as in the other pirs (§ 80). All lands have been assessed alike whether in the possession of the reclaimer or his descendants or not, and whether that reclaimer belonged

Meaning of 'khuntkatti,' 'korkar,' etc.

to the families of original clearers of the village or not. The terms 'khuntkatti' and 'korkar' are both known in parts of the area, but 'bhuinhari' is often used for khuntkatti in the narrower sense of that term, and 'khuntkatti' is found among Hos also as a synonym of 'korkar' except that it includes clearing of upland. The question whether section 19, Act I (B.C.) of 1879 applies is the same as elsewhere (§ 81). The history of the rent question in such villages in these pirs is the same as in Mundari khuntkatti villages. No rent was assessed on land till 1880, and 1902 was the first occasion when section 19 could have been applied, but the question was not faced. On consideration, I am unable to see how the position of non-Mundari original clearers of a village and their descendants in these pirs differs at all from that of Mundari khuntkattidars, the fiscal history of whose tenancies is exactly the



same. It seems to me that in the Kolhan Pirs at least, they come clearly within (§ 19) of the Act.

209. It is only necessary to add two facts. From as early as 1820 when Major Roughsedge took the matter in hand we find that it has been insisted on in Porahat, Kharsauan and other aboriginal parts of Singhbhum that there

Kolhan Pirs have privileged rate of rent.

is a privileged rate of rent in the 'Kolhan Pirs.' In Porahat, this rate is half the rate for the Sadant Pirs, in Kharsauan  $\frac{2}{3}$  of the Sadant Pir rate. The second point is that in establishing villages, non-Mundaris sometimes combine with Mundaris on equal terms\* and in such circumstances that the Mundaris

Mundaris and non-Mundaris founding villages in partnership.

satisfy the definition of Mundari khuntkattidars. In such circumstances the non-Mundari is obviously a khuntkattidar. In Ranchi and in Chinibari (Kendbai) in Jhelruān Pir the non-Mundari is shown as a khuntkattidar.

210. *Waste land.*—The permission of the zamindar is not required in any village in any circumstances to reclaim waste or jungle land. In almost every village waste land may be reclaimed without permission

Q. 38.—No permission of zamindar required in any circumstances to reclaim waste.

from any one by all Mundari khuntkattidars and old parjas of the village. Occasionally the resident parjas in a Mundari khuntkatti village require permission to annex and reclaim waste, but as a rule they do not. In a few instances, all Mundaris of the village, and they

Mundari khuntkattidars require no permission, nor, generally, old parjas.

only, have the right to reclaim there without permission. In some Mundari villages (*e.g.*, those in the Kamai Manki's elaka) and almost all Ho villages, the cultivators may reclaim without permission only such waste or jungle as is adjacent to their own lands, and require the permission of the usual authorities when the proposed reclamation is at a distance. In such cases, however, the permission is mainly required to

Exceptional cases, Q. 39,

prevent future disputes, and the munda apportions the desired piece of waste or jungle amongst the candidates entitled to it in presence of all the villagers. In a few Ho villages, only Hos may reclaim without permission. In the few villages which have diku headmen, cultivators of the village reclaim on precisely the same terms as in neighbouring villages where there are aboriginal headmen, that is, without permission. In certain Mundari khuntkatti villages in the south-

*e.g.*, where the waste has been partitioned.

khuntkattidars have divided the whole of the village waste among themselves. Each may reclaim at will in his own share, and his consent is required before any other person, villager or outsider, may reclaim in that share, while to the introduction of an outsider into any share, the consent of a panchayat consisting of the munda and khuntkattidars is also

Outsiders always require permission.

essential. In one or two cases of this class, shares in the waste have also been allotted to old parjas of the village. In no village may an outsider reclaim waste land without definite permission.

211. As to the rare cases mentioned where permission to reclaim is required by resident cultivators of the village, the case of Mundari khuntkattidars is generally different from that of parjas of the same village; for while a

Q. 40.—(a) In the case of villagers.

Mundari khuntkattidar in such a village when he desires to reclaim must *consult* with his bhayads on the subject, a parja in the same village requires the *permission* of munda and Mundari khuntkattidars assembled in panchayat, and sometimes (as in the Kamai Manki's elaka where permission is required to reclaim land not adjoining a holding) of a panchayat of munda, khuntkattidars and parjas, the formal "consultation" being different from a "permission." Mundari khuntkattidars are in practice entitled in all cases to

reclaim without permission. Where Mundari khuntkattidars may reclaim without even consulting the

Distinction between Mundari khuntkattidars and parjas. bhayads, and parjas on the other hand, or the section of them which is not Mundari, require permission, the permission required is that of a panchayat constituted as above. Similarly, where Hos only may reclaim without permission other cultivators of the village require the permission of munda and villagers. The munda is not entitled to settle lands with villagers contrary to the feeling of the villagers or the custom of the village



Before an outsider can reclaim waste, he requires the munda's permission which may only be given after consultation with the villagers and frequently with the Manki as well.

(b) In the case of outsiders. In some parts the munda is merely one of the village panchayat, and in all villages the villagers (or rarely, the khuntkattidars among them) have a veto on the introduction of outsiders both in theory and in practice and the munda may introduce them only with their consent. Indeed in many villages all outsiders

Manki when consulted. not answering a certain description are barred. Q. 41. It is nowhere necessary to consult with the Manki or to secure his permission, when a cultivator breaks land in his own village. It is only when there is a question of introducing an outsider into the village community that the Manki is consulted, and by no means everywhere even then. Though the patta of 1880 conferred on the Manki the general supervision of the jungle, it was in practice a dead letter. He was never consulted except when villagers wished to grant a large slice of their jungle to an outsider to establish a separate village or tola on it—not always even then—and, rarely, before a Mundari of another village was allowed to settle as a parja. The villagers' version of the matter is that they consult the Manki even in such circumstances only from motives of prudence, and not because there is any obligation to do so. And certainly in many villages the Manki is never consulted at all or even informed of the admission of an outsider. The village community both in theory and in practice manages the internal affairs of the

Manki consulted in a personal capacity. village and the Mankis readily admit that they never interfere unless their advice is asked, and that it is not invariably asked even as to the introduction of outsiders. The conclusion is that when the Manki is consulted, it is in his personal capacity, or as the leading Mundari or Ho, so that even where it is customary, the consultation is not obligatory. The consent of the zamindar in

Zamindar has no right to be consulted. any capacity to the reclamation of waste or jungle in these pirs has never been required by custom nor accorded, and as the zamindar is not the owner of the land in the village, but a rent-receiver, it is in no case necessary.

212. In Mundari khuntkatti villages the bhaiyads or members of the group have everywhere a preferential claim to waste land for reclamation. In the few cases where a 'parja' headman has been specially selected by the bhaiyads, his family alone has an equal claim with them, but in the rare cases where he has become headman without their consent, other 'parjas' of the village have an equal claim with the khuntkattidars. Villagers have in all villages a prior right over outsiders. In almost all villages dikus, if not already settled and cultivating in the village, are rigorously excluded by custom from settlement of waste land. Generally, too, settlement (if that term be used, where many have a right to annex the waste at will) is only allowable with a Mundari or with a Ho, according to the race which originated the village. Salami

Salami is unknown, Q. 42. for the settlement of waste either with a parja of the village or with an outsider is unknown. The latter is introduced by consent of all to strengthen the village. Of course no payment is ever due from a khuntkattidar when he takes up waste land in his village. The payment to the village family (that is, to the Mundari khuntkattidars) in the very rare instances where a khuntkatti right in the village is granted to an outsider, is of quite a different character; so is the grant of a portion of the jungle of a village outright to a Mundari or group of Mundaris who desire to found a new village in it with a separate sāsan of their own kili. For grants of this kind which are much the same as the Ranchi grants mentioned in section 152 (4)(a) of the Act, and which are found chiefly in the north-east, especially in Lagura, as many as ten head of cattle, or cash to the extent of Rs. 60 or Rs. 90 have been given in quite recent years. Such payments are, however, not salami in the same sense, if at all. It may be added that there is no longer any room for a continuation of this ancient usage. For grants to Mundari 'parjas' under section 152 (4) (b) of the Act no salami is taken.

213. In no instance has rent ever been realised during the currency of an assessment on new cultivation prepared within the period of that assessment. The pattas issued by mistake to mundas and Mankis in 1880 instead of the

the Kolhan pattas as contemplated, contain a provision, inappropriate enough

No rent is assessable on new cultivation till next settlement, Q. 48.

the Kolhan Pirs, fixing the amount of rent to be realised on new don lands and division of it in equal shares between Mankis and mundas. So strong, however, is the communal feeling among all classes, Mankis, mundas and khuntkattidars, that an invitation so stimulating to the self-interest of individuals completely failed to overcome it in a single instance, though the increase in cultivation with corresponding opportunities for realisation of rent was enormous. The mundas are still the bearers of the tribute to the overlord, and though they are now personally responsible for it and receive a share of it, they make no profit out of their fellow co-owners in the village. The Mankis, again, as the natural leaders were cognisant of the

When full rates are payable. Q. 44.

assessment according to their character, but Mundari khuntkattidars in the typical villages of these pirs (§§ 285, 287) are not liable to higher rates on new cultivation than they now pay on lands in their tenancies which are ancestral or their own reclamation.

214. *Vacant Land*.—Notice of relinquishment is due to the munda who is primarily responsible for the rent of the village. A tenant may by custom relinquish at any time with the munda's consent a portion of his cultivation, and

Settlement of vacant lands. Q. 45-50.

without any one's consent at the next assessment of rent. The vacant land is settled by the munda, in some tracts in consultation with the whole body of

Munda and panchayat settle vacant lands. Q. 46.

villager, and it is always the case when he is a khuntkattidar or was selected by the khuntkattidars that his vote is theoretically equal to that of any other

Manki's consent taken to introduction of outsider. Q. 47.

settled with an outsider (§ 211) and in the same capacity. The customary rules must be followed in settling the vacant land. The previous cultivator's relatives have the first claim. Then come villagers, with a preference to Mundari khuntkattidars, where they exist, and to Hos in Ho villages. Generally a Mundari parja has a better claim in Mundari khuntkatti villages

Villagers have preference after relatives of the last cultivator.

villager will accept. As a matter of fact, the lands of a Mundari khuntkattidar hardly ever pass out of the khuntkatti family, unless the munda is an outsider or

and khuntkattidars among the villagers. Q. 48.

an outsider approved by the community. Selection from outsiders is usually limited to Mundaris in Mundari villages and to Hos in Ho villages, and in most villages only such dikus as were already in the village may receive

Non-aboriginals generally excluded. Q. 49.

Salami is unknown. Q. 50.

recipient of the vacant land, but only if he is not a relative of the last holder. The new cultivator pays exactly the same

Position of the new cultivator. Q. 50(b).

Zamindar is not entitled to be consulted.

rent and has the same rights as his predecessor if he is of the same status and his rights cannot be less than full raiyati rights. The zamindar has, of course, no right whatever in these pirs to vacant lands, which are the property of the community.

215. The same idea as to occupancy rights prevails as in other parts of the pargana. Full occupancy rights are obtained at once in new cultivation, and in vacant lands duly settled with the recipient. 'Parjali' in its widest sense might be used to cover all cases of raiyati lands since it signifies the bundle of rights of a cultivator who has full rights and this is the sense in which it is used in the answer to Q. 51. But 'parjali' has also a much narrower local signification. In Mundari khuntkatti villages it means 'land held by a person who has not reclaimed it or inherited it from a reclamer' as opposed to 'khuntkatti' in the northern and 'bhuinhari' in the southern Mundari area of these pirs, which terms denote the 'land cleared by the original founders of the village or their descendants, and still held by them or their descendants,' and also as opposed both to 'korkar,' the low-rice-land prepared and held by 'parjas,' that is, by cultivators who do not belong to the original village family, and to upland held by the 'parja' who cleared it or his descendants. Mundari khuntkattidars resent the use of 'parjali' in regard to them in any sense. Among them parjali land in the narrower sense (that is, land not now held by the reclamer or his descendants) is, of course, comparatively rare. It corresponds to the "thika with occupancy rights" of the Sadant Pirs. Among the

In Ho villages.

Hos, parjali is used much as in the Sadant Pirs. Practically all the land in Ho villages is as in Mundari villages, the clearing or khuntkatti, as it is called, of the person who holds it, whether he is of the village families or not. In diku villages, the Rautias and others use the same terms as the tribe, Ho or Mundari, in whose country their villages are situated. Members of the original village family, especially Mundari khuntkattidars, often claim the return of reclaimed lands which they have sublet to parjas over thirty years ago. The idea of right to all clearings of an ancestor is extremely persistent, the national theory being that a person has everlasting right to land prepared by himself or his ancestors unless he has sold his interest or otherwise completely divested himself of it voluntarily, and if he sublets, no occupancy right arises as it would in land which had been relinquished and was vacant before resettlement. Resident and non-resident cultivators have the same rights according to their status.

216. Homesteads, fruit groves, bāndhs, tanks, threshing floors, manure pits, and particular lands held in common, such as burial grounds, are not assessable. The right of assessment on behalf of the zamindar extends in no case beyond cultivated lands. Any cultivator may make a threshing floor or manure heap outside his holding in any waste land, and he obtains

Water stores, ghair-mazrū ām, and agricultural easements not assessable to rent. Q. 53.

Threshing floor or manure pit. QQ. 54-55.

No permission necessary to convert gora into don. Q. 56.

Permission to plant trees. QQ. 59-60.

occupancy rights in it to the same extent as in new cultivation, but in the southern pirs the right of occupancy lasts so long only as he uses the land for that particular purpose, unless, of course, thereafter he uses it for cultivation. Every cultivator may convert his gora into don at will. Gora is frequently an intermediate stage in the preparation of rice lands. Similarly he may plant trees in his own land without any permission, he may usually plant a few fruit trees in any parti land which he might reclaim without permission, but otherwise he requires the permission of the munda, which in Mundari villages is only given after consultation with the khuntkattidars or with all cultivators according to the custom of the village or pir in such matters. The rule as to bāndhs and tanks is that a cultivator may make them at will in his own land or in any waste land which he may reclaim without permission. In all other waste land the

Right to make bāndhs and tanks. Q. 57.

consent of the munda in consultation with the khuntkattidars or all the cultivators (according to the custom of the village or pir) is necessary, while if in making a large tank, don land which has been assessed to rent at the previous settlement is submerged permanently, custom varies in different areas between two rules: either the permission of both munda and Manki is required, or Manki and munda must be merely informed and the rent of the submerged land must

continue to be paid to them during the period of the current settlement. The rise in classification of adjoining lands at the next assessment will more than make up for the loss of rent to the rent-receiver, and in any case, the rent-receiver can only claim rent on lands which are, not on lands which might be,

Repair of water stores. Q. 58.

Grazing and minerals. QQ. 98-107.

cultivated by the owners. Water stores are kept in repair by the persons who take water from them. The right to graze cattle in their own and neighbouring villages, to take stone, iron-ore, clay, lime, etc., for their own use or use in their trade, but not for sale, and to fish is the same as in the rest of the pargana (§§ 135-36 and § 107).

217. The rights of raiyats conferred or declared by express provision of law (Q. 61 to 69) are also the same as elsewhere (§ 106). But the position of Mundari khuntkattidars is different in some respects. The special provisions of law concerning their tenancies are found in sections 151-164 of Act I (B. C.) of 1879. The only valid mortgage of such a tenancy is a bhugutbandha for a period not exceeding seven years. The only leases which are valid are: (a) mukarrari leases of uncultivated land when given to a Mundari or group of Mundaris for the same purpose for which the khuntkattidars themselves originally acquired the jungle land, that is, to cultivate suitable portions of the area by themselves or the male members of their families; (b) 'prajali' leases of uncultivated land to a Mundari parja to make it into korkar or new upland. In case (a) a money payment is usually taken, but not in case (b) (§ 212). All the members of a group of Mundari khuntkattidars must consent to such mortgage or lease, otherwise it is invalid. The tenancy or part of it may not be disposed of in any other way. The rent of Mundari khuntkattidari tenancies cannot be enhanced at all unless they were created within twenty years preceding the date of a suit before the Deputy Commissioner, and then only to a rent not exceeding half the rent which a raiyat having a right of occupancy would be liable to pay. As to new additions to the cultivated area of the tenancy see §§ 213, 285-7. Should the tenancy or a portion of it be sold up by order of a court the khuntkattidar does not lose his house, or in broken khuntkatti villages anything which a raiyat would not lose (§ 106). Any person unlawfully in possession of such a tenancy may be ejected by the Deputy Commissioner. It should be observed that it is in these pirs that the local custom, according to which a cultivator who goes away to a labour district for a number of years, places his holding in trust with a relative or with the munda to pay the rent till his return and enjoy the produce on condition of giving up the land on the return of the emigrant, prevails most largely [§ 106(f)]. It is doubtful whether section 152 (3) and (4) or section 10(B) of the local Rent Act are at present elastic enough to admit of those useful and harmless transfers, for they are not bhugutbandha mortgages, and they may extend to more than seven years. They are certainly a necessary incident in the economy of a migratory aboriginal population.

Legal and customary incidents of raiyats. QQ. 61-68.

Mundari khuntkatti tenancies (a) mortgage.

(b) leases.

Rent not enhanceable.

FOREST AND TREES.

218. Each village in these pirs is able to obtain its supply of jungle produce from its own jungle or that of neighbouring villages, except in a few villages which have to purchase sabai from the neighbouring reserved forest. The unreserved jungle is nominally protected forest since 1894, but no restrictions whatever have in practice been placed by the Forest Department on clearing for cultivation or on the admitted right to obtain a full supply of forest produce for personal use, or even on sale of minor forest produce especially where it is reproduced annually, until by the Notifications No. 3629 and No. 3630 of 22nd December 1906 the use to which the blocks of jungle demarcated as protected forest blocks can be put by residents of the estate is governed by the rules therein laid down for the benefit of the community. The forests were 'protected' under the notification No. 3586 For. of 17th July 1894 subject to the existing rights of individuals or communities.

Source of supply of jungle produce. Q. 70.

Restrictions in the demarcated blocks of protected forest.

When Government subsequently made over its rights in the jungles of the estate to the present zamindar, the management of them was by express stipulation advisedly retained in the hands of the Forest Department.

219. Rights and customs as to jungle in the Kolhan Pirs differ from those of the Sadant Pirs chiefly in the fact that tenants in many Mundari villages not only have the right to take all timber and jungle products for their own use, but also have long exercised a right to sell besides the mahua and fruit of trees on cultivated land sold in the Sadant Pirs, not only lac and in a few cases tasar, but also all jungle fruits and products reproduced annually, as well as manufactured articles such as ploughs, sagars, bahangis, and carts, and even small rolas. In the Ho pirs, however, there is no custom of sale of fruits collected from jungle: As to enjoyment of produce the officers responsible for the Joint Forest Settlement Report.

"Passed an order admitting the right of *bona fide* raiyats of the estate, as long as they remain so, to take for their own use from the unreserved jungles of the estate near their village, the forest produce necessary for the construction of their houses, for agricultural implements, for domestic utensils, for firewood, also grass, brush wood, leaves, chop fibre, fruits, flowers, etc., and generally to use the raw produce for their own personal domestic requirements and to graze their buffaloes and oxen (plough cattle) in such unreserved tract of jungle."

This pronouncement concerning villages adjoining the reserved jungle represents minimum rights of user free of charge.

In regard to trees which he has planted or inherited from the planter the owner has exclusive right to the fruit and leaves and may sell them, but among Mundaris, the other villagers may usually take the fruit of all such trees

except jack trees, plantains and sometimes karanj (the last two trees are rare). Among Mundaris he may cut them, if not fruiting, but among Hos they may not be cut at all. He has a right to exclusive use of the dry wood and may sell it. He may also sell his bamboos, but often there is no custom of sale. As a rule, the fruit and

leaves of trees self-sown on cultivated land may be taken by all villagers, in homesteads by the householder only, and in the jungle by all residents of the pir, or often by residents of all the Kolhan Pirs. The timber of self-sown trees on cultivated land may be cut green only by the cultivator, but when dead it may be taken by all the villagers; only the householder can take timber from his homestead land, while all the inhabitants of the pir or the estate (Kolhan Pirs)

may cut and take from the waste and jungle such trees as may by village custom be cut at all,

though in a few villages where jungle is growing scarce only villagers are permitted to do so, or, more rarely, a circle of a few villages. It can be unhesitatingly said that while for purposes of reclamation of jungle land, the unit throughout the pargana is the village, for the purpose of a supply of

forest produce the unit is the pir or the estate, usually the latter, but in Khas Porahat, the Sadant Pirs and Kolhan Pirs are, in this sense, separate estates. Where the custom of sale exists, however, no villager can sell any produce which he has not taken from trees in his own village.

There is seldom any special custom as to the produce of kusum. As to mahua, it is treated precisely as any other tree in an overwhelming majority of Mundari villages. In a few villages the villagers alone may pluck the flower, while all may pick up what has dropped. In Gólkera Pir the permission of the householder is sometimes required to take from dihbāris, while all may take at will from other places. In Jhilruān Pir the trees have in some villages been permanently apportioned among the villagers, no new distribution being made when a new raiyat comes, or the trees of an old tenant die.

220. Mahua, kusum, mango are never cut either for timber or in clearing goras. Other fruit trees are generally preserved in reclaiming gora provided they fruit, and do not

Trees not cut. QQ. 76—78.

Jungle produce. Q. 71.

(a) No payment when taken for personal use. Q. 71.

(b) Right of sale of certain products. QQ. 71—80.

Rights to produce for personal requirements admitted by Joint Forest Settlement Officers.

Rights to planted trees. Q. 72.

Self-sown trees.  
(a) fruit and leaves. Q. 73.

(b) timber. Q. 76.

The unit for jungle produce.

Special custom as to Kusum and Mahua. Q. 74.

obstruct cultivation. Asan is preserved by Hos for tasar cultivation but never among Mundaris, who always preserve porho, often paras and sometimes other trees such as pipal, ruta or dumar on which lac is reared. Paisar is rarely preserved. In making don all kinds are freely cut. No permission is

Permission to cut trees usually not required. Q. 77.

usually required to cut any tree in reclaiming or for timber, or to cut and take any minor forest produce. New parjas of course require the permission of the panchayat (§ 211) to reclaim. In the Ho pirs the munda usually points out the trees of the preserved species which are to be spared in making goras, and sometimes though a tenant may cut at will from jungle, he requires the munda's permission to cut for timber a tree on waste land.

221. The zamindar has no right of sale in these pirs. Before the era of

Zamindar has no right of sale. Q. 79.

protected forest, there was of course no sale. The Forest Department in charge of the protected forest has, indeed, in the more accessible villages sold trees cut by cultivators in reclaiming land, and also dead timber, but in all cases an assurance was first obtained from the villagers that they did not require the timber which was therefore sold simply to prevent economic waste, sale with any other object being admittedly contrary to the rights of individuals and communities. Green trees were once or twice cut, whereupon the villagers objected and the trees were forthwith left by the contractor at the direction of the Forest Officer. Very strict orders have been passed by the Forest Department that the villagers' consent to the taking of dead timber

Practice of the Forest Department.

also must be secured: where they object, cutting is at once stopped. The Department has been clearly informed that sale for revenue is not within its province and is an interference with the rights of the raiyats, and it has acted on that principle. A new custom of sale after 1894 on behalf of Government or the zamindar would be invalid (and indeed a new custom of sale by the inhabitants of certain villages has been disallowed for that reason). But in point of fact no such custom of sale on his behalf has arisen. The record shows that he has no right of sale, but indicates all cases where sales have taken place at the instance of the Forest Department with the full consent of the villagers. The zamindar is sole beneficiary of a reserved jungle covering two-fifths of the estate and considered as a partition of the jungle in which

The zamindar has more than his share in the reserved jungle.

he and the tenants have now exclusive rights in their own shares, the reservation is extremely favourable to him. Obviously, therefore, he has equally no right to a private supply from the unreserved jungles any more than Government had, or claimed to have, after the reservation. But apart from this, as he is not the owner of the land of the village or of the jungle thereon

Even if his rights were far greater than they are

but merely a rent-receiver on the cultivated lands, he has no right whatever to sell or to take the produce of the jungle. In a few villages near the railway, fuel has also been sold, and occasionally sabai has been taken by the contractor.

222. As to right of sale by tenants, it is not claimed at all in the Ho

Right of sale by tenants. Q. 80. (a) not claimed in Ho Pirs.

pirs. In the Mundari pirs the inception of the usage is long antecedent to the reservation of the jungle, and a customary right is undoubtedly established. Not only the poor, but the fairly well-to-do tenants, sell their jungle produce and manufactured articles of timber. Where sale is recent, that is, subsequent to the reservation, the claim has been rejected and does not find entry in the record-of-rights. The two officers who made the Joint Forest Settlement Report "do not admit that the raiyats have the right to sell or barter the produce," but this is the only reference to the matter, except in a

(b) but established in many Mundari villages.

note that the sale of "perishable articles reproduced annually is unobjectionable if no individual monopolises them for profit." If, however, the village communities were owners of the village as undoubtedly they were, and if they have never been deprived in practice of an inherent right to sell which they have exercised for a very long time, it appears ridiculous to argue that they do not

now possess that right because it was not expressly admitted by the person whose interest it was to restrict their rights. It was also not expressly denied, nor does any wide enquiry appear to have been made into the prevalence of the custom or the claim to the right. The fruit, flowers and perishable articles including lac and tasar reproduced annually, were then, and also up to the date of the notification of 1894, admittedly sold without objection. I find, then, that by ancient custom and uninterrupted usage the tenants in villages where such an entry has been made have a right to sell the produce therein mentioned, but only when taken from within their own village. Besides fruit, flowers and

The products actually sold. products reproduced annually, other articles sold are bamboos, carts, bahangis, ploughs and other agricultural implements, boards and rolas which one man can carry to market. Sale takes place at Bandgaon, Pinding Sode, Tapkara and Murhu.

223. In sarnas or jahiras no tree, green or dry, may anywhere be cut down. Neither zamindar nor tenants have ever cut or claimed a right to cut trees in the sarna in these pirs. It is remarkable that the zamindar of Khas Porahat, who persistently laid claim to everything, made no claim to such a right in regard to the sarnas or jahiras in the Kolhan Pirs though in the Sadant Pirs he claimed every tree except the jahir tree. When a tree falls it is used for fuel within the grove in the worship of the deity at the Magh and Ba (flower) festivals. In the Ho villages it may not be taken out of the jahira for any purpose, among Mundaris the custom varies a little with the locality. In the south the custom is the same as among Hos. In a few villages there also the pahan may take a little wood home if any remains, but in many villages in the north, any villager may take home, for his own use but not for sale, the remaining dry wood on the day of festival or on the succeeding day, provided the wood has been taken out of the sarna on the day of the sacrifice. No cutting of dead timber may take place except in presence of the pahan and with the consent of the pahan and Mundari khuntkattidars or of the pahan and villagers. Nothing whatever may be sold from a sarna, nor may lac or tasar be grown in it. As long as the worship of Jahir Burhia exists in the village, it will undoubtedly be sacrilege to cut down trees in the sarna.

224. Tasar has long been cultivated by the Hos, and the customs in connection with it are the same as in Porahat Pir (§ 177). Lac is cultivated by the Mundaris and by the dikus interspersed among them. In many cases lac has been cultivated for over 20 years. Neither in respect of tasar (§ 126) nor of lac (§ 131) is dalkati payable. The tax was deliberately relinquished by Government throughout the whole estate (§ 126) and it cannot be reintroduced. Apart from this, the rent-receiver is not the owner of the trees in the jungle, still less of those on cultivated lands. In these pirs, lac is not often set on planted trees; where it is so set, the planter may set at will as he also may on self-sown trees in his own cultivation on which indeed, lac-cultivation almost exclusively takes place. To cultivate on trees in

No payments realisable in respect of 'dalkati' for tasar or lac. Q. Q. 84, 91. waste or jungle, permission is hardly ever required. Once a cultivator has set lac on a tree he is entitled to regard the tree as his own, until he deliberately gives it up. In the few cases where the munda's permission is required, and where the permission of a neighbour is required, as it invariably is, to cultivate on trees on his land, it generally holds good so long as the seed remains on the tree. There are very rare cases where on the one hand the custom is that fresh permission must be obtained annually, or where on the other hand permission required and once given gives a permanent title to the trees.

225. Of course no miscellaneous dues (§§ 137-146) and no bethbegari (§§ 147-8) are due or realisable as the tribute and cash rent have always been inclusive of all dues. Government never took

No miscellaneous dues or bethbegari renderable. Q. Q. 108-9. them, and none of them (unless conceivably a 'parabi' goat value 8 annas at the Dasahara in a very few south-eastern Durka villages) were payable even to the Porahat Raja. The recent attempts to exact illegal dues are mentioned below. There are no

The zamindar can have no khas lands in these pirs. khas lands of the zamindar nor, unless he succeeds in breaking down all the rights of the communities, can there ever be any. Certain tanks, bāndhs,



trees, and kudar lands have been erroneously entered as the property of the zamindar in the rent survey operation (§§ 102, 153). They belong to the village community. There are no chaukidars now in these pirs. The experiment of the precipitate introduction of the Chaukidari Act after the Birsa disturbances proved a failure and pressed heavily on the people, whose own tribal organisation provides an adequate and well understood method of communicating with the police

No chaukidars in these pirs.

#### THE PRESENT REGIME IN THE KOLHAN PIRS.

226. The zamindar himself admits that his "full proprietary rights" (the phrase used with qualifications in the deed of grant to him by Government, the previous landlord) are more limited in the Kolhan Pirs than in the Sadant Pirs and, as he is not owner of the soil in the Kolhan Pirs even in the remote degree in which he is in the Sadant Pirs, that is undoubtedly the case. As regards the mundas, the pattas they hold are modelled on those of headmen in the Sadant Pirs; and if the patta is a mere temporary lease in one case, it may be held, in spite of his admission (§ 197) to be little more in the other. Up to the present he has not attempted to keep any villages khas in the Kolhan Pirs. He has, however, ceased to grant receipts to the mundas, but he gives a receipt to the Manki in respect of the rent of his pir.

Zamindar's attitude to the mundas.

In two cases, Goilkera and Durka (Kamai), he declines to acknowledge the Manki (thus striking a heavy blow at the tribal organisation by the easy method of merely appropriating their share of the rent, § 204), and grants receipts to the mundas direct, though admittedly the Mankis invariably appear with the mundas to pay the rent, and also perform efficiently all the duties of the Manki. The result is that the Mankis are intimidated, and their very position as the national leaders makes them in the hands of the zamindar who pays them, a serious danger to the rights of the people which he is endeavouring to break down (§ 50). The failure to grant receipts is punishable under section 12, Act I (B.C.) of 1879.

and to the Mankis.

Failure to grant receipts.

227. The mundas also are disturbed and intimidated. The zamindar has indeed promised in writing to some of them 'patta according to custom', and he does not appear anxious to eject the mundas in these pirs, but the zamindar never goes about among the people and his subordinates who are much feared and distrusted, insist so much that he has been given full power by Government to deal as he pleases for his own advantage with their undoubted rights in the mundaship, and indeed in their lands and trees as well, and to disregard all custom that some of

Fear of, and uncertainty regarding, the power conferred on the zamindar.

them in order to preserve even temporarily their own position, will doubtless be prepared to assist him in reducing the members of the village communities to the level, to which he wishes to reduce them, of raiyats with absolutely no rights except those expressly recognised in the Chota Nagpur Tenancy Act. They are still unable to distinguish between Government as the omnipotent Sarkar, and Government as a landlord conveying property in which it had a landlord's interest in Chota Nagpur within British India to the present zamindar. It is indeed due to the panic prevailing amongst them that the zamindar has been able to make illegal exactions from them and the tenants. The zamindar

Claims on his behalf.

has been exacting dasahara salami at the rate of one rupee from each munda and from nearly all Mankis. Now this is clearly not an ancient custom in these pirs. In Anandpur we find it was not payable in 1857 or 1859 by Mundaris, and in fact the total rent of a village frequently did not exceed one rupee. He has also been taking a dasahara goat, not as in the Sadant Pirs on a payment of eight annas, but free, and whenever a goat is not brought, one rupee four annas besides the dasahara salami is deducted from the munda nala. A dasahara goat is not payable anywhere

Exaction of dasahara salami,

and of dasahara goat.

in the pargana, except in Anandpur, and it is clearly an illegal exaction in Khas Porahat. He objects that these are complimentary presents, but they were never taken under Government and the tenants got on very well with



out them. The position is at times ludicrous when a munda's nala is less than Rs. 2-4, and he must make good the balance. Besides the mundas insist

which are taken "like a fine." that the payment is exacted "like a fine." The exactions are universally detested and are of course punishable under section 11, Chota Nagpur Tenancy Act, but no one will dare to complain to the district authorities since even apart from their uncertainty as to the position of affair they know that they can be so easily crushed by litigation and its terrors and expense. I doubt if in practice even the record-

of-rights will protect them much if they are to be subject to perpetual harassment in the Court such as is threatened. As to jantalbodas, the only places

where they are offered are the portions of Durka under Machua Manki and Rusu Manki. The Ho villages of Machua Manki's elaka bring goats annually to Banskata and also triennially, while several villages under Rusu Manki each give a goat every three or four years, or two or three villages combine

to give one goat. The sacrifice is an ancient and popular one, but the zamindar having recently taken it in hand, runs it oppressively and insists

that if a goat is not brought on the proper day, it must be brought later when the carcass is confiscated and not returned.

228. Bethbegari has been exacted by the zamindar for some years past. It has not yet extended over the whole of the Kolhan Pirs, and has not been

rendered at all in the elakas of the more distant Mankis. Nor is it yet burdensome in the more distant villages where it has actually been taken, but even there all Mankis, mundas and tenants are murmuring. In Goikera, however, as many as seven days a year have to be spent on halbethi, kodalbethi, gharbethi, cooliebethi, &c. ! No payment is made, unless the labourers press for it, in which case they receive one pice each. Sometimes sagar bethi is done. The cost of carting is very high in this district, but payment for sagarbethi by the zamindar is either nothing or four annas. In Jhilruān 40 men who loaded carts with wood and then dragged them, received six annas or about half a pice each. In some of the Mundari pirs as there is no khas cultivation in the neighbourhood, bethbegari is taken from the tenants in carrying bamboos or rolas to Chakardharpur. In some cases they have had to purchase the bamboos from the reserved forest, as there were none in their own village! It is impossible to believe that a journey of 30 miles over rough country with a heavy load, or 60 miles in all, will be voluntarily undertaken by two men one man carries food and clothes) for two pice, or that they would voluntarily accept such a wage. This exaction also is punishable under section 11, Chota Nagpur Tenancy Act.

229. Trade-taxes.—Tantkar and Kamarkar have been exacted for a few years in Goikera and Jhilruān, and for one or two years in some villages in the Mundari pirs, but the tradesmen have recently refused to pay. The payment appears to have been one rupee per loom and furnace.

230. Dalkati-mahsul for tasar has been taken by the zamindar for a number of years in the south where alone it is cultivated. In several villages in the Ho pirs the munda had previously taken a payment in cash or kind from outsiders, and in a very few, a smaller payment from villagers also. Though the rate of eight annas is not oppressive, it is objected to everywhere as illegal. Tasar is not as a rule cultivated by Mundaris. Lahkar has been taken for two years in Jhilruān and for one year in Goikera, Songra and parts of Bāring, Gudri, and Durka. The rate exacted for kusum has been four annas, for bair and porho two annas. If lac is not cultivated, payment at half rates is taken! The collections are made under a threat that if payment is withheld, the raiyat will be

Novel claim to payment on lac-trees. fined—they are not informed by whom, but the threat suffices. Payment when lac is not cultivated

is submitted to because of the fear that the threat to give the trees to some one else will be carried into execution when the owner of the tree would in practice have no redress. He has therefore to pay a retaining fee which amounts to a payment for fruit! The breaches of custom

in this novel exaction itself based on a clause in the draft patta which Mr. Taylor drew up, but which in other points the zamindar refused to accept, are—

- (1) Dalkati is not payable in the estate by custom ; hence there can be no customary tax on trees. As the trees even in waste or jungle do not belong to the zamindar, they can not be assessable to rent in his favour.
- (2) Wherever in the district lakhar is payable, it is realisable only whether there is a crop or not. when the crop is successful and twigs are cut, not on each tree on which lac is set.
- (3) There being everywhere a right to take fruits of trees free, the only possible theory on which the produce of a tree would be taxable, even if it belonged to the zamindar, would be that the produce was taken for sale—if no crop is set and the tree is kept for fruit, the tree can not be taxable even on that theory.
- (4) It is admitted that the trees which a man has planted or inherited from the planter, belong exclusively to him, how then could bair be taxable for the benefit of the rent-receiver ? It is taxable nowhere in the pargana, though used in all the cultivation of lac.

The main point, of course, is that the trees do not belong to the zamindar whether they stand on cultivated land or in waste or jungle land.

Of all the tenants who have been placed in difficulties by the change of Porahat from a Political State to a zamindari in British India, the aboriginals of these pirs most require and merit the protection of Government by legislation. That protection can best be accorded by placing the control of the removal of mundas and Mankis, and of selections to succeed such as may be removed, the periodical reassessment of rent, and the collection of rent entirely in the hands of the Deputy Commissioner.

## CHAPTER IX.

### HEADMEN IN KHAS PORAHAT.\*

231. In Khas Porahat, as admittedly in the other estates of the Porahat pargana, the headman holds a hereditary tenure, from which he can be ejected only under special circumstances. Relying however on the somewhat astonishing

decision in Suits Nos. 7 and 8 of 1903 in which the Subordinate Judge at Chaibassa held that two headmen in the Sadant Pirs whom the zamindar sued for khas possession of their villages, "had failed to prove any permanent right in the villages," and that the kabuliyats showed that "permanent rights were never given to the defendants' ancestors, and they were merely ijaradars who collected rent on receiving a certain amount for commission," the present zamindar claims that the tenure of the headman in the Sadant Pirs was terminable with the period of the last patta, that neither the headman nor his heir has any legal claim to renewal, and that it rests entirely with the zamindar to say who the next headman shall be, or whether there shall be any headman at all. There are at least two reasons why this decision

cannot be regarded as disposing of the question except *inter partes*. In the first place, a casual decision of this kind, in which the defendants were too poor even to carry the question to the appellate court, being practically ruined by the heavy costs in the lower court, cannot operate as a precedent for other cases even of the same character. The headmen being left to themselves, hardly knowing their rights, and certainly incapable of placing them intelligently before the court, and such pleaders as they could command not having received proper instructions in a type of case which was absolutely novel to them, the decision of the court was naturally based on very imperfect information. In the second place, the great majority of headmen in the estate, unlike the ancestors of the defendants Sadasiu Pradhan and Dyanidhi Pradhan, did not come into possession of their villages by taking settlement from Government shortly after the Mutiny, but are direct descendants of the original founders of their respective villages.

232. In the two Sadant Pirs (§ 25) of Khas Porahat—for the present I omit from consideration the Kolhan Pirs in which the rights of the mundas are indisputable, and are admitted, at least verbally, (§ 197) by the zamindar—as in the rest of the pargana, the headman's tenure undoubtedly had its origin in prior reclamation of the virgin soil of the village. The

statement in Appendix V showing the number of headmen who even at the present day are descendants of the original coloniser of the village, leaves no room for doubt that the tenure has from the outset been regarded as hereditary in his family. Reclamation of land in the pargana was everywhere effected not by individual jots, but by villages. The same phenomenon is found in Seraikela and Kharsuan, in Dhalbhum and in Midnapore. In Porahat, as elsewhere, the original acquisition of the village must have been generally by mere occupation. It is obvious that all reclaimers, however, had the tacit approval of the owner of the soil in sadant Porahat, since it was clearly to his interest also that they should reclaim, and with the subsequent acceptance of rent there was a clear implication that any tenure arising in this way was, in the absence of any particular reservation, governed by the custom of the estate. Pattas of course there were originally none, as writing was not a popular art, but the custom that the leader of the pioneers should be headman and sole rentpayer to the zamindar for the village which he had, to the zamindar's great benefit, been instrumental in establishing in valueless waste, was universally recognised. When in recent times written clearing-leases began to be given

in Anandpur at a time when waste-land had begun to be of value, this custom of the pargana was embodied in them, and the headman who establishes the village is

\* See also paragraphs 8-5, 51-72, 82-4, 158-161, 186-7, 190, and 198-200 *ante*, which deal to some extent with the same questions.

entitled to a patta conveying a hereditary tenure, the permanence of which depends merely on the payment of a rent which is enhancible in accordance with custom. In origin, and especially in assessment

Headmanship like a jangalhuri\* of rent, the headman's tenure had much in common with jangalhuri taluks which were areas of lands reclaimed under a clearing-lease (express or implied) "granted for the clearance of jungle land at first rent-free, and after a certain time subject to a specific rent on so much of the land as is brought into cultivation, the rent being adjusted according to pargana rates" (page 34, Rampini and Finucane's Act VIII of 1885). Jangalhuri taluks were of course also hereditary, and they had come to be transferable, while in Porahat, for a reason which will presently appear, (§ 233), such a custom of transferability did not arise. The headman in Porahat again resembles the mandals of Midnapore who are said by the Rent Commission to have come into existence as follows:—

"The zamindar granted a tract of waste land to a substantial raiyat, termed an 'abadkar,' who undertook to bring it under cultivation, paying the zamindar a stipulated lump sum as rent. This abadkar, partly by the labours of his own family and dependants, and partly by inducing other raiyats to settle under him gradually reclaimed the greater part of the grant and established a village on it, to which he usually gave his name, and, as the head of the settlement, he was called mandal or headman. The zamindar and the mandal from time to time re-adjusted the terms of their bargain, but the zamindar never interfered between the mandal and his under-tenants. Their mandali right became transferable by custom; and when at the settlement they came into immediate contact with Government, though not recognised as regular talukdars, they were held entitled to the consideration which in Bengal has usually been accorded to the first reclainer of the virgin soil. The Government in settlement proceedings deducted fifteen per centum from the gross jama in their favour; and, after some demur, they accepted this as a sufficient recognition of their status."

This description with the exception of the transferability, might almost stand for an account of the establishment of villages and the headman's status in the sadant portions of this pargana (see pages 123 footnote), though in Porahat, there being no competition for land, there was no initial rent—we find Captain Birch in 1860 giving such leases rent-free in Pir Porahat for from five to twenty years—but a lump sum of rent was, as in jangalhuri taluks, fixed after a certain number of years at pargana rates on the extent of land reclaimed, and was readjusted at intervals. It will be observed

The object of the tenancy in Porahat was to reclaim for cultivating purposes, raiyats being settled only incidentally.

that the mandal reclaimed 'partly by the labour of his own family and dependants and partly by inducing other raiyats to settle under him.' The name given to this method of reclamation in Porahat is 'khuntkatti,' a word which implies as in the definition of 'Mundari khuntkattidar' in Act I (B.C.) of 1879 that the primary purpose of the pioneer (or the pioneer and his kinsfolk or others associated with him on equal terms in the acquisition of the jungle land) was cultivation as distinct from landlording, though as in Mundari khuntkatti villages, raiyats, especially of the artisan classes, were at times permitted to settle incidentally. In all Ho and Sonthal villages, and, as a rule, in all diku villages, certainly in all old diku villages in sadant Porahat, the settlement of raiyats was a secondary consideration,† and all the reclaiming tenures were khuntkatti. The fact, however, does not by any means necessarily imply that the first rent of the village was not enhancible.

233. In Porahat transferability never became a characteristic of the headman's tenure, partly no doubt because there was formerly but slight competition for the privileges of the headman in an alien village, but chiefly because of the nature of the tenure. If the pioneer's intention had been to settle raiyats, and only incidentally to reclaim cultivation for himself, it might be expected that, as he need only consult his individual interest, he would transfer his right on occasion or divide the village among his descendants.

\* 'Jangalhuri' is not itself a local term.  
 † NOTE.—In view of a recent finding (February 1907), it cannot too often be reiterated that in Porahat 'khuntkatti' in respect to a tenure does not mean that the tenure-holder or his ancestor reclaimed the whole of it, but that it was acquired primarily with the same purpose as a Mundari acquired his Mundari khuntkatti tenancy (see the definition) though as in Mundari khuntkatti villages raiyats were incidentally allowed to reclaim and cultivate within the tenancy. There is also in the Porahat pargana among dikus a derivative local signification by which khuntkatti means 'reclaimed land' of any kind, whether made by a pioneer or his descendant, or by a raiyat who subsequently came to the village. This secondary, and non-legal, meaning refers to lands, not to tenures.

This is precisely what one or two exceptional Kurmi and Goala headmen long ago claimed a right to do. But in the vast majority of cases, the whole village community, consisting of a leader and his family and associates in the acquisition, were joint owners of the jungle land acquired. In their dealings with the zamindar, the headman as their leader in the establishment of the village represented them, and like the munda of a Mundari khuntkatti village, or the manager of a joint family, may at times have been assumed by outsiders to be sole holder of the tenure. Within the village however he was merely *primus inter pares*, and when the zamindar and he "from time to

Because it is a case of corporate ownership,

time adjusted the terms of the bargain," to use the words of the quotation in § 232, the headman was acting on behalf of the whole body of villagers (new settlers if any having been accepted by the villagers after consultation in panchayat). As in Midnapore, the zamindar in Porahat never interfered between the headman and his tenants, nor to use the words of Colonel Dalton (§ 83) 'was he concerned with the extent or boundaries of raiyats' holdings' so that the question of the private relationship between the individual who was nominally tenure-holder and the real corporate owners of the village whose representative he was in dealing with the zamindar, did not concern the latter provided he received the stipulated rent. The result was that in

The headman being merely manager on behalf of the village community.

ordinary circumstances, the lump sum assessed on the villages was realised from the villagers in proportion to their cultivation, the headman having no preference (beyond his *mān* land), and all having equal right to reclaim the waste and an equal voice in the internal administration of the village. It is clear therefore that the right of the headman was an undivided share in the village, and the sale of that would not transfer the village. Of course there are some cases where the headman in these pirs as in Mundari khuntkatti villages in Ranchi, aggrandised himself at the expense of the co-owners of the village, degrading them to the position of his raiyats, for example, by insisting that his permission be taken by other villagers before they reclaimed waste land. But so far as the zamindar is concerned, the headman, whether he is still, as in Ho and some diku villages, the representative of the village community, or has made himself independent of his co-owners, as in some diku villages, or whether his ancestors originally acquired the village to settle raiyats on it rather than to cultivate—instances of the last kind are very rare—holds his tenure because he or his ancestors secured a hereditary right to do so on establishing the village. So far as the

Headman's tenure hereditary and in perpetuity from the outset,

zamindar was concerned, the grant of the village tenure in perpetuity was the inducement to a headman or community to found a village which should pay rent to the zamindar. No question of 're-settlement' or 're-appointment' (Q. 19)—both terms are quite inappropriate (§ 242)—at the end of stated periods could arise as the "tenure was in perpetuity on payment of the Raja's demands" (§ 235). The only question which could and did arise between zamindar and headman was that of periodical enhancement of rent.

234. The tenure of the headman in Porahat like that of the mandal in Midnapore, and that of the holder of a jangalhuri lease, has always been heritable. As will be seen

also heritable. presently it is not absolutely permanent, since in certain special circumstances a particular headman can be ejected or deposed, but this by no means implies that he is a servant, because servants do not hold in perpetuity. As I have described in Chapter VII the relations of the headman with zamindar and raiyats respectively, it is sufficient to say that so far as the zamindar is concerned, the headman is supreme within the borders

Relation of headman with zamindar and the other tenants.

of the village provided he pays his rent. That rent is a lump sum fixed for a period. It may not be increased because new cultivation is made within the period, or reduced because of *fauti ferari*, flood or drought; in fact the headman is responsible for the assessed rent, and that is all that the zamindar is entitled to get out of the village. The assessed rent is by the custom of the pargana "determined by panchayat or according to the law in force" (para 12 of Kera patta, Appendix IVB). In his relations with the tenants the head-

His functions.

man's function is to act as a buffer between them and the zamindar's subordinates, to levy the rents

but without profit, and in consultation with the tenants to distribute the waste jungle, settle vacant lands, decide as to the admission of outsiders, and generally to dispose of all matters affecting the village community. In exceptional cases, the headman having aggrandised himself, takes rent for new cultivation and only consults the other villagers with respect to settlement of vacant lands.

The remarks which follow relate particularly to Khas Porahat only: "the right to resettlement" (an unfortunate alien phrase now employed to denote the right of the existing headman to the tenure in perpetuity at the new rent assessed upon it for any period of years) is universally admitted in the other

Reason for special discussion concerning the tenure of the headman in Khas Porahat.

estates of the pargana. The status of the headman, as already stated in Chapter VI, is undoubtedly the same throughout the pargana, but in Khas Porahat novel ideas are at present prevalent, and likely, if the position is not clearly put before the courts, to result in the ruin of all tenants in the estate to benefit the rent-receiver who in reality has no rights whatever within village boundaries.

235. History is conclusive as to the character of the tenure. The Raja of Porahat had no concern with the internal management of the village, and received from it the rent only. Even from the zamindar's point of

Documentary evidence as to the character of the tenure.

view, the raiyats were the headman's not the zamindar's raiyats, as appears from Lieutenant Tickell's letter when he was in charge of the Porahat Raj in 1842.

Mr. Cadenhead's report that "their tenure was in perpetuity on payment of the Raja's demands."

Again, the First Class Assistant Agent to the Governor-General, Singhbhum Division, reported on 12th March 1849: "after examination of the papers relative to the estate of Porahat," that "the Pradhans held a certain portion of the land of each village free, called maniya land, for their trouble and for their obedience to the Raja. Their tenure was in perpetuity on payment of the Raja's demands." This statement of a disinterested witness can leave no doubt as to the permanence of the headman's tenure. This important document, which is quoted more fully in § 33 and which refers to the assessment made by the Assistant Agent to the Governor-General in 1840-1, when the Porahat Raj was a Wards' Estate (1840-46), proceeds "the maniya land of the pradhans was assessed at that rate (the consolidated rate for ordinary land), and they were allowed a fixed money payment or deduction from their assessment of Rs. 2 per plough in lieu." It follows that the present 'nala' is a payment in lieu of the rent-free land of the hereditary headman, and the change to remuneration "by money payment or deduction from the assessment" no more reduced the status of the headman

Change from mān to nala did not alter it.

to that of a servant liable to dismissal than did the recent charge from mān land to nala in Anandpur, though undoubtedly it presents a greater temptation to a grasping zamindar to endeavour to get rid of a headman who is remunerated by a percentage of the assessed rent than of one who holds rent-free land which is not entered in the jamabandi. But apart from this, the assessment of the mān lands appears to have been made in pursuance of a desire for uniformity which in its impatience of forms of tenure of a novel and exceptional character is characteristic of the dealing of early administrators with backward races; for, while the right of the estate to assess all other cultivation was admitted, the pradhans demurred "in respect of their maniya land of which they maintained there was no possible pretence on which a right of assessment could be founded."\* (See § 33.) The inference is that on the zamindar's own showing the mān land and its modern

While the transfer of Porahat to British India in 1893, and the grant of zamindari rights by Government in 1895 made obedience due to one authority, and rent to another.

equivalent is clearly the headman's right. The two functions referred to in the words "for their trouble and their obedience to the Raja," were to obey the State, now the Government of British India, and to pay the rent to the rent-receiver, who

\* The official view of the pradhani tenure during the period 1840-46, when Porahat was administered by the Court of Wards was doubtless coloured by recollection of the recent proceedings in connection with the similar reclaiming tenures of the mandals in the adjoining district of Midnapore (§ 252). On the rate (15 per cent. of the rental) which the mandals were induced to accept as a "sufficient recognition of their status" was probably modelled the commutation in Porahat of the pradhan's mān land to much the same proportion of the rent. The headman's rights in Sadant Porahat are however more extensive than the mandal's and the tenure there and especially in Kolhan Porahat is much more distinctly that of the community than in Midnapore.

since 1896 is no longer the State to which obedience is due. The headmen now perform certain police duties, and are responsible for the whole rent of the village, on payment of which their tenure is in perpetuity.

236. There were originally no pattas, nor was the headman's tenure of such a character that at a new assessment of rent such as occurred in 1841 or 1848 he required any renewal of it by a patta or otherwise, since it was in perpetuity on payment of the rent assessed. The demands were not fixed for any period but might be enhanced from time to time. The only conceivable reason for a patta would be as an agreement to make no further enhancement at all, that is, to give a mukarrari tenure or to prohibit further enhancements for a certain period. That is precisely what happened after the Mutiny. The headmen had protested to the Assistant Commissioner in 1848 when Raja Arjun Singh had raised the rent fixed in 1841 to Rs. 26 per hál, but the objection was overruled. In 1858 during the disturbances which continued after the confiscation of Porahat in January, the Officiating Assistant Commissioner had settled certain abandoned villages in Chakardharpur Pir with new headmen at the 1841 rent of Rs. 20 per hál for a period of three years which, it was represented to him, was the least period for which any rate of rent had been payable.

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Pattas first given in connexion with fixing the rent for a long period. had raised the rent fixed in 1841 to Rs. 26 per hál, but the objection was overruled. In 1858 during the disturbances which continued after the confiscation of Porahat in January, the Officiating Assistant Commissioner had settled certain abandoned villages in Chakardharpur Pir with new headmen at the 1841 rent of Rs. 20 per hál for a period of three years which, it was represented to him, was the least period for which any rate of rent had been payable.

Rents fixed for periods not less than three years. years which, it was represented to him, was the least period for which any rate of rent had been payable.

Shortly afterwards his successor, Lieutenant Birch, suggested that a long settlement for 20 years should be made in the other villages with the existing tenure-holders at the higher (1848) rate of Rs. 26. Captain Dalton, the Commissioner, who was on the spot, in forwarding the proposal to Government, wrote: "The prospect of fixed rates and a long settlement appears to me to have already done much to reconcile those who were most opposed to us to the change of rule. They have with alacrity signed an agreement to abide by such a settlement if it is accorded to them" (paragraph 23 of Commissioner's No B., dated 20th August 1858, to Secretary, Board of Revenue), and the proposal was agreed to by Government. The significance of the new term "settlement" clearly was not a lease to the headman of the tenure which he was already entitled to hold in perpetuity on payment of the rent, but merely a fixing for a stipulated period of the rent payable, which had previously been enhancible at indefinite intervals. In thus fixing the rent for 20 years, the object of the local officers was, as the above quotation shows, to concede favourable terms to the headman, and the terms were embodied in a patta. If, however, the grant of a patta for a terminable period implied that the tenure, which before the exchange of patta and kabuliyat had been in perpetuity, was on the expiry of the period of the patta terminable at the option of the grantor of the patta, the settlement would be the reverse of favourable to the headman. It is incredible in face of the quotation given above that the local officers desired to alter the character of the tenure in so far as it was permanent and heritable, even if they could legally do so. What the patta alone contemplated was that the rent of the village which had hitherto been enhancible at the will of the Raja of Porahat, should now be fixed for twenty years, a condition of things favourable to the headman while safeguarding the right of Government to future enhancements by a clause which made it clear that another—and impliedly an enhanced—assessment or 'bandobast' might thereafter be made to which the hereditary headman could not object on the ground that he was not liable to any enhancement. In short, not the character of the tenure but the manner in which it was liable to be assessed to rent, was provided for.

Proposal of a fixed rent for a long period in 1858, already done much to reconcile those who were most opposed to us to the change of rule. They have with alacrity signed an agreement to abide by such a settlement if it is accorded to them" (paragraph 23 of Commissioner's No B., dated 20th August 1858, to Secretary, Board of Revenue), and the proposal was agreed to by Government. The significance of the new term "settlement" clearly was not a lease to the headman of the tenure which he was already entitled to hold in perpetuity on payment of the rent, but merely a fixing for a stipulated period of the rent payable, which had previously been enhancible at indefinite intervals. In thus fixing the rent for 20 years, the object of the local officers was, as the above quotation shows, to concede favourable terms to the headman, and the terms were embodied in a patta. If, however, the grant of a patta for a terminable period implied that the tenure, which before the exchange of patta and kabuliyat had been in perpetuity, was on the expiry of the period of the patta terminable at the option of the grantor of the patta, the settlement would be the reverse of favourable to the headman. It is incredible in face of the quotation given above that the local officers desired to alter the character of the tenure in so far as it was permanent and heritable, even if they could legally do so. What the patta alone contemplated was that the rent of the village which had hitherto been enhancible at the will of the Raja of Porahat, should now be fixed for twenty years, a condition of things favourable to the headman while safeguarding the right of Government to future enhancements by a clause which made it clear that another—and impliedly an enhanced—assessment or 'bandobast' might thereafter be made to which the hereditary headman could not object on the ground that he was not liable to any enhancement. In short, not the character of the tenure but the manner in which it was liable to be assessed to rent, was provided for.

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The patta thereupon granted was not concerned with the tenure but with the rent, which it fixed for a period. had previously been enhancible at indefinite intervals. In thus fixing the rent for 20 years, the object of the local officers was, as the above quotation shows, to concede favourable terms to the headman, and the terms were embodied in a patta. If, however, the grant of a patta for a terminable period implied that the tenure, which before the exchange of patta and kabuliyat had been in perpetuity, was on the expiry of the period of the patta terminable at the option of the grantor of the patta, the settlement would be the reverse of favourable to the headman. It is incredible in face of the quotation given above that the local officers desired to alter the character of the tenure in so far as it was permanent and heritable, even if they could legally do so. What the patta alone contemplated was that the rent of the village which had hitherto been enhancible at the will of the Raja of Porahat, should now be fixed for twenty years, a condition of things favourable to the headman while safeguarding the right of Government to future enhancements by a clause which made it clear that another—and impliedly an enhanced—assessment or 'bandobast' might thereafter be made to which the hereditary headman could not object on the ground that he was not liable to any enhancement. In short, not the character of the tenure but the manner in which it was liable to be assessed to rent, was provided for.

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237. The first pattas were those granted to the new headmen introduced in 1858 in Chakardharpur Pir. They were the first persons to be called 'thikadars' in the pargana. It was doubtless open to Government as zamindar to make its own terms with those men who of course had no existing rights in the villages, and to call them by the foreign appellation of 'thikadars' and their tenures 'thika.' But it was obviously a serious error to issue pattas in the same terms to the village who first were called 'thikadars.'

First pattas were granted to new class of non-reclaiming headmen in Chakardharpur Pir,

who of course had no existing rights in the villages, and to call them by the foreign appellation of 'thikadars' and their tenures 'thika.' But it was obviously a serious error to issue pattas in the same terms to the village who first were called 'thikadars.'



headmen who already held a tenure in perpetuity and not a terminable one, and to persons whose lease was a 'thika' unless Government intended to level up the new headmen, as would be natural in the circumstances, to the position of the headmen, who held in perpetuity. "It is most unsafe for the courts to base any conclusions as to the incidents of any particular interest on the

'Thika' is a name inapplicable to the tenures of Khunkatti headmen.

fact of its bearing a particular designation" is the caution given by Messrs. Rampini and Finucane at page 35 of their edition of Act VIII of 1885.

In the present case 'thika' in its Bengal sense is absolutely inappropriate to these tenures. It is an instance of the extension of a convenient foreign term by false analogy to conditions which on the

Pattas in the same form issued to headmen with permanent tenure.

surface have some similarity but in reality are radically different, and the extension is easy and indeed at times essential, when there is no compre-

hensive local word for the status which it is desired to describe. The effect is however at times ludicrous as when the same patta which had originated in 1858 in certain unusual circumstances in the villages in Pir Chakardharpur and had been later in 1859-60 thoughtlessly extended to the Sadant Pirs of Porahat, was further in 1880 by inadvertence extended to the Kolhan Pirs also instead of the patta of the Government Kolhan which it was intended to issue. In the present instance the terminological inexactitude might possibly be as unfortunate in its results as the similar misapplication of the word 'mal' to the 'contributions' of Mundari khunkattidars because there was no word for 'rent' in the Mundari language. The word 'thika' began to be applied to the tenure of the khunkatt

Consequent local meaning of 'thika,' and 'bandobast.'

head-man in Porahat along with the patta, and that recent term of foreign origin (which in its foreign signification is a misdescription of the headmen's tenures

in Porahat since they are not leases as ordinarily understood), has assumed, on the rare occasions when it is used without ulterior purpose, a local meaning of 'liable to enhancement of rent' without any implication as to terminability or permanence of the tenure. The term 'settlement' or 'bandobast' is also a foreign term, and its local signification is merely 'assessment of rent.' Those who take the trouble to distinguish the actual and the apparent will appreciate

Mr. Commissioner Grimley holds there are no thikadars in Singbhum.

Mr. Commissioner Grimley's statement in his No. 426R., dated 7th June 1894. "There are no thikadars, it should be explained, in Singbhum,

but there are pradhans, mankis and mundas whose position is stronger." In thus distinguishing the headmen in Porahat from the lease-holders, in many cases reclaimers, of Palawan Mr. Grimley showed that the small class of headmen in the Sadant Pirs who were not descendants of the original reclaimers of the soil had been levelled up to the status of the reclaimers, and not *vice versa*.

238. Another instance of the method in which pattas which were either inapplicable, inexhaustive or actually wrong, were issued may be quoted from Bandgaon, a tenure of

Similar inapplicability of the patta issued at the same time to the tenure holder of Bandgaon in the same Estate.

this Estate. On 29th May 1841 it was decided by the Agent to the Governor-General that the tenure-

holder of Bandgaon held an ancestral proprietary interest in his tenure, subject to payment of one-third of his rental to the Raja of Porahat. In the following month, a patta was given to him by the Wards Department for one year. Obviously it was considered that the assessment might vary annually, as I have already shown was the case in the headmen's tenure in the Sadant Pirs. Again, in 1861 a 'thika patta' was granted to him in respect of the same ancestral proprietary interest, in the same terms as the patta in the exceptional villages in Chakardharpur Pir. In 1891 however Government impliedly admitted the incorrectness of this patta when it refused to go back on arrangements which it had made with the finding of 1841 before it, "merely because the patta given by Captain Birch to Sukhlal Singh was a thika patta for a term of twenty years." The grant of a similar patta to the reclaiming headmen and their descendants was equally erroneous if the period of twenty years be taken to refer to anything more than the rent, as they are not miadi lease-holders and do not hold a terminable tenure.

239. In the 1880 patta issued to the headmen in Khas Porahat (see Appendix IVA) we have the following: "In accordance with your expectation thika has been given to you." The procedure at the end of the period is given in the



words: 'Is bandobast ka miad guzarne se sarkar jo dusra bandobast karenge

The wording of the 1880 patta. is men tumhara kuchh uzur nahin hai,' which must be rendered: 'after the period of this bandobast you have no objection to the new bandobast which Government will make (or, you have no right to object to the subsequent bandobast which Government will make).' I have already shown that 'thika' (except in a developed signification) is not a local term and that headmen in Porahat held their tenures in perpetuity on payment of the rent. It is also clear that in granting the patta of 1860 Government conceived that it was conceding something, namely, fixity of rent for twenty years, and had no thought of depriving the tenure of its previous permanent character. The word 'bandobast' therefore can only mean the assessment for a period, and the words "jo dusra bandobast karenge" can contemplate nothing else than a subsequent assessment (that is, in practice an enhancement) of rent

Meaning of 'bandobast' is 'an assessment of rent' and of 'dusra bandobast' 'a fresh assessment' impliedly with the same person.

payable by the grantee of the patta. Again, in the report on the re-assessment of Khas Porahat in 1880 one finds: "The pradhan will have the right of settling all lands hereafter reclaimed from jungle. Such lands will not be liable to assessment on behalf of Government during the period of the present settlement, and for such lands the raiyats will pay the pradhan one rupee per hal per annum." The meaning of "settle" is here obviously "assess to rent," because the pradhan could, of course, not deliver a tenant's reclamation to another person, as admittedly a cultivator has always had a right to occupancy in all his new cultivation. What Government intended 'bandobast' to mean, and what the headmen took it to mean is beyond question. In 1880, there was no instance where the tenure was not continued with the previous

Action of Government in 1880. tenure-holder or his representative. An examination of the records of Government from 1860 to 1896, to which I shall refer below, proves conclusively that the tenure was regarded as permanent and hereditary, subject to the payment of the rent. Under Government Khas Porahat was managed on the same lines as the Government Kolhan, where the 'right to resettlement' apart from arrears and misconduct is admitted. And when the estate was handed over to the present zamindar in 1896, and up to 1900, there was a headman in every village in the estate. Of 134½ villages, 93 were held by headmen of the village family, and of the remainder certainly not fewer than five in six

And throughout its possession. were descendants of headmen who took up deserted villages from Captain Birch. The corresponding figures at present are 68 and 23, the other 44½ having been ousted by the zamindar relying on his new theory (§ 159 and Appendix V.) In the Kolhan Pira 198 villages are held by the original village family (four of them by adopted members); one Goilkera Bazar is khas, while many of the remaining 34 are held by persons who resettled them after they were deserted and so are the real clearers of the soil, or who were made mundas by the village family, because all members of that family had become poor (Appendix VI.)

240. In 1880 three other estates in Singhbhum were settled in the same sense in which Khas Porahat was settled, and the vague phraseology of the Khas Porahat patta can easily be elucidated by reference to them and to the other

Conclusive proof from pattas of subordinate and neighbouring estates settled at the same time. (1) Kera.

estates in pargana Porahat. In Kera which is a subordinate tenure of Porahat, the patta which was drafted by the Commissioner after conference with the zamindar and tenants, contains as the corresponding provision the following in paragraph 12: "After the expiry of the term of this bandobast, if you consent to the new rate that will be fixed by panchayat, or according to the law in force, and if you shall have properly fulfilled the above mentioned conditions, then the new settlement will again be made with you or your heir." In the patta issued by the zamindar of Kera who was even then on bad terms with his tenants, the clause was inserted as a precautionary measure which was considered unnecessary in the far less detailed patta issued in the estate of Government in which it was not considered to be within the bounds of possibility that the right of the headman to hold at successive assess-

(2) Kharsuan and Kharsuan villages in Porahat.

ments or settlements would be questioned. Similarly in Kharsuan, including the Kharsuan villages of Chakardharpur Pir, which was settled in the same

year, the headmanship is, as Mr. Connolly assures me, admittedly hereditary and permanent *ad culpam*. In the Kharsawan villages the pattas embody the local customs by including a provision similar to that found in the Kera patta (§ 190). In the Asumbani settlement in the Dhalbhum Wards' Estate made

(3) Dhalbhum.

by the same Commissioner in December 1880, the right of the pradhans was admitted to a resettlement of their villages with themselves or their heirs on exactly the same conditions as in Kera, that is, provided they paid their rents, did not take more from their raiyats than the rate stated in the jamabandi, that they agreed to the rent fixed at the next settlement and that their heirs were judged to be fit persons to succeed them. "These provisions," runs the Commissioner's report,

"together with the agreement that they could only be ousted by an order of the civil court\* passed on proof of their breach of the above conditions give them the security of tenure which they stated from the beginning they wished to be

and from all the other estates in the pargana. (4) Anandpur.

assured of." Again in the clearing leases which have been granted in Anandpur in comparatively recent times after writing became a more common art, and

which purport to embody the custom of the estate, one of the provisions is that when rent is assessed the settlement will, if he desires it, be made with the holder of the clearing-lease who will then admittedly hold the village in per-

(5) Chainpur.

petuity on the same terms as if he pays his rent and is not guilty of serious misconduct. In the Chainpur patta of 1887 which was modelled by the Deputy Commissioner on the patta of Khas Porahat, the analogous provision is in English: "after the expiry of the term of the patta the Deputy Commissioner and the proprietor when he gets possession of the estate may make a fresh survey and settlement of the village and you shall not object to the said survey and settlement." The translation of 'dusra bandobast' therefore is not 'another settlement' in the sense of a settlement with a different person but a fresh settlement with the existing headman at the new assessment after a fresh survey. In Bandgaon where the

(6) Bandgaon.

same patta as in Khas Porahat was issued in 1880, the zamindar who has not imbibed outlandish ideas fully admits the custom and right by which the tenure is hereditary and settlement with the existing munda is compulsory (§ 197). Again in Belpose, an under

(7) Belpose.

tenure in Pir Porahat, the patta expressly provides that if the headman accepts "the 'bandobast' which shall be made in accordance with the custom of Porahat" at the expiry of the period of the existing patta, a patta at that 'bandobast' will be given to him. It is obvious that 'bandobast' can only mean the rate of rent and the number of years during which it is to continue." See §§ 44, 186.

241. If it be objected that in virtue of the "full proprietary rights" conferred on him by the deed-of-grant reproduced in Mr. Taylor's report, Appendix E-II, the zamindar is entitled to manage his estate as he pleases, the answer is that the statement is certainly accurate but of limited application. The permanence of the headman's tenure, and its hereditary character within a certain family is not a question of management at all. Government as a matter

The grant of the estate to the zamindar of Porahat is "subject to, and without prejudice to existing engagements with raiyats and under-tenure-holders."

Moreover, Government was at pains to convey only a restricted zamindari estate (§§ 39-41).

of fact conveyed to the zamindar at most such proprietary rights as any ordinary zamindar in British India could convey to a grantee and no others. The rights of third parties could not be adversely affected (§ 40). In the deed-of-grant Government made an express reservation—the 'full proprietary rights' were made 'subject and without prejudice to all existing engagements with raiyats and under-tenure-holders.' The under-tenure-holders contemplated can only be the headmen since all others are subsequently enumerated and dealt with, except the old rent-free grants of the Porahat Rajas with which Government had never interfered. The orders of the Government of India on 25th July 1889 had been that "the restoration was to operate merely as a provision for the family of Arjun Singh and not as a restoration of native rule." The Local Government had also been directed "to take complete measures for the protection and definition of all subordinate rights before the grant is made."

\* Dhalbhum, unlike Porahat, was then in British India. In Porahat, the Deputy Commissioner was the only Court.

The Commissioner of Chota Nagpur, whose view of the rights of the headmen in the Porahat estate is quoted in § 237, reported on 20th October 1894 to Government as follows: "the settlement of Porahat has been

The headmen are the under-tenure-holders meant.

made with the village pradhans and headmen who receive a certain percentage as their commission for the trouble of collecting. They must all be maintained in their present position and Narpat Singh must not be allowed to interfere with them." One result of his representation was the insertion in the indenture of the clause above quoted, which would manifestly have been unnecessary if the headmen had no rights besides those described in their pattas, and the form of which is due to the fact that the character of existing rights had not been fully determined. The second result of his representation was the insertion in the

Any other disposition of any portion of the estate entails forfeiture of it.

indenture of the fifth and ninth conditions. The fifth condition provides that the zamindar shall not be able to dispose of any portion of the estate granted to him "otherwise than by lease or demise for a period not exceeding twenty-one years, and without bonus or salami." The object of the provision was to maintain, and so to speak, stereotype the existing system of headmen in the zamindari, no other disposition of which is permitted. The ninth condition provides that if the grantee or his heirs male in succession break the fifth condition, their interest in the estate "shall *ipso facto* cease and determine" and the estate will revert to the Secretary of State who granted it subject to those conditions.

242. Thus under local custom, by the limitations imposed by Government on the zamindar in his indenture, and by the patta itself, rightly construed, the headman in Khas Porahat holds a tenure which is not terminable either with the period of the patta or with his own life. I have already shown what the correct construction of the patta is, but the question of right to continue in the tenure after the term of the patta has expired—I do not use the word 'resettlement' or 're-appointment' because 'resettlement' would imply that there was a real doubt as to the meaning of 'bandobast' in this pargana and 're-appointment' is erroneous since in Porahat the

Conclusion from all the evidence.

headmen are not holders of posts to which they were appointed (§ 73,—cannot, it is submitted, be disposed of on the loose phraseology of a single document, the patta, in drafting which this aspect of the tenure was never even under consideration, especially when the correspondence, and the whole course of conduct of Government show clearly that as long as the estate was in the possession of Government no doubt was entertained as to the right of existing headmen to hold the villages at successive assessments of rent or 'settlements,' and no one concerned ever dreamed of a settlement of the village of a headman with any one except the headman or his heir. The provision in the patta as to future settlement must be construed with reference to the universal immemorial custom. Even if that be not done it seems to me that the more explicit corresponding provisions in the pattas of the subordinate and neighbouring tenures permit no doubt as to the correct interpretation of the provision. If we add to this the khuntkatti nature of the tenures, the immemorial right to hold them in perpetuity, which hitherto has never been

Summary of the evidence.

questioned, the universal and admitted custom in the rest of the pargana, where rights and customs are the same, the fact that pattas were superimposed on existing tenures with the obvious intention of safeguarding on one side the tenure-holders' non-liability to enhancement for 20 years, and on the other the zamindar's right to an eventual enhancement, the large proportion of tenures still held by the original tenure-holders or their heirs, and that in the neighbouring estates, where pattas were given in imitation of this estate they have made no difference to the tenure, and particularly the inference to be drawn from the exhaustive search made into the method in which during a period of nearly 40 years Government construed the rights of headmen which are treated so vaguely in a patta, the only purpose of which was to make the headman formally responsible for the rent at a fixed rate for a fixed period, it is impossible to entertain any doubt

Tenure is hereditary and permanent *ad culpam*. Q. 19.

that the tenure of the headman is in perpetuity. In fact it is *ad vitam aut culpam incumbentis* and it is also heritable in the family of the incumbent after his death being terminable neither with the period of the patta nor with the life of the headman.

243. Theoretically a distinction might be drawn between headmen of the village family and outsiders subsequently introduced. The latter class, with rare exceptions, consist of headmen who re-established villages deserted during the Mutiny disturbances, and for that reason, and because they deserved well of the State, they were deliberately levelled up to the position of the khuntkatti or reclaiming headmen which is the customary tenure in the pargana, and no distinction whatever has been recognised either in this or the allied estates of Kera and Chainpur in the matter of resettlement and succession between the two classes of existing headmen. In fact two of the provisions of the 1880 patta were distinctly aimed at bringing the non-khuntkatti headmen into line with the other headmen of the pargana (§§ 84, 247). A parallel to this treatment of the two classes of tenure-holders is to be found in the levelling up of the status of cultivators colloquially called 'thika parjas' who having acquired abandoned lands instantly secure by the custom of the pargana occupancy rights similar to those of cultivators who have reclaimed their holdings.

Headmen not of the village family were levelled up by Government the present samindar's predecessor in interest.

Analogy of occupancy rights of non-reclaiming cultivators.

244. The inferences to be made from an exhaustive analysis and study of the cases of succession of headmen during the period when the estate was under Government are that the heritable character of the headmanship and the principle of succession by primogeniture, were fully recognised in all cases provided the heir was fit and willing to accept, no distinction being made between the two classes of headmen (original reclaimers of the village and those introduced to deserted villages after the Mutiny), that a villager must be headman, that even in cases of desertion or ejection the headman was chosen from the family which has established the village if a suitable candidate was forthcoming, and that the tenure could not be left vacant. It is found that in the majority of cases approval of the succession was sought only when there was a possibility of dispute, and it is obvious that the majority of successions by sons or other heirs except in the Sadant Pirs passed unrecorded. Thus though the statement is exhaustive only in regard to the cases which came before the Deputy Commissioner and not in regard to the cases of succession which occurred, it is clear that if it contained a full list of the successions by sons, it would prove even more conclusively that the headmanship was hereditary. As it is out of 125 cases (in the whole estate), sons—invariably the eldest son who was fit and willing—succeeded in 79 cases. In 31 other cases the succession devolved on other relations in the absence of sons or on their refusal. In the Sadant Pirs where the list is pretty full, son or other relation succeeded in 69 cases out of 75. The widow of a sonless Santhal succeeded to the villages which her husband had established on the analogy of the custom even among Hos and Mundaris whereby a sonless widow may hold her husband's lands for her lifetime (§ 199). In two cases where there was no male heir, a son-in-law succeeded on promising to maintain the widow, while in another case Hira Goalin of Duarbandh has acted since 1880 for her son, and after his death for her grandson in their minority, facts which indicate how potent is the idea even in the Sadant Pirs of the claimer's right of property in the tenure (§ 58). In a recent case the illegitimate son of a daughter holds the tenure, though not without protest from a very distant non-resident relative of the previous headman. The sex of a woman is practically always a bar to the succession of herself or her issue. Four grandsons succeeded, being the sons of the eldest son who had predeceased his father. If they are willing, grandsons always take precedence of their uncles, the younger sons of the deceased headman. An uncle, however, of right performs the duties on behalf of the son of his elder brother during the minority of the latter. The other cases are those of brothers and nephews who succeeded in the absence of sons, proximity of relationship giving a better title, and the claim of a cousin to succeed on the ground that he was more suitable than a brother of the last headman being rejected. Similarly the claims of joridars were overruled though they had long performed

Statistics of cases of succession under Government.

Succession is by lineal primogeniture in the male line. Q. 22

Very rarely and in very special circumstances a female heir or regent is permitted to hold.

the actual duties. Whenever a departure from the rule of primogeniture or succession by proximity of relationship is found, it is due to unwillingness of the nearer relative to become headman, whereupon his heir succeeded.

Greater proximity of agnatic relationship to the last headman gives a better claim to the succession.

A conclusive entry in Siangkel may be quoted "Kandey having died was succeeded by his nephew Mathura because his own son Bul was imbecile and Bul's son was a minor and also sickly, but with the proviso, that when Bul's son grew up his fitness would be considered." In another case in Kaika in Baring Pir the matter was kept open for nine years till the son of the deceased munda returned from Assam. On a resignation, the nearest heir, usually a son or a brother, succeeded exactly as on a death. The fact that he did so, and that in both cases equally he received a new patta is alone sufficient to disprove the contention that the tenure is a mere ijara. Instances of such succession after resignation are comparatively frequent, and where the heir was willing or had not long left the village, no instances to the contrary are forthcoming.

Succession on resignation.

The nearest heir has, therefore, always succeeded as a matter of right. During the settlement of 1880, the new pattas were in many cases made out in the name of the heirs of old headmen and in no case were they given either to villagers or outsiders over the head of the heir. In the Kolhan Pirs the pattas were not infrequently in the name of the acting munda who has, in a few cases, refused to vacate office when his nephew came of age, thereby outraging the sense of justice of the community.

Pattas in 1880 were without exception issued to existing headmen or their heirs.

245. As regards vacancies consequent on desertion or ejection, the new headman was with rare exceptions not only of the same village but if the last headman had been of the village family, also of that family. The exceptions were the cases in Chakardharpur Pir where no villager would accept, Punipada where in 1863 an outsider got the village by a trick and Gobindpur where in 1866 the headman of the village family had been convicted of concealing murder, the other villagers being accomplices. In other cases, as in Ghoraduba, Goilker, Lorai and Gutubinka, members of the same village family became headmen after an ejection, and in Mahisabera, the late headman's son on promising to pay the arrears. Where the headman deserted the village, as happened in Arjunpur and Madhupur in the Sadant Pirs, and in Ghoraduba, Pingu, Tuihasa, Kurjuli and Kutipi in the Kolhan Pirs, his successor was always a tenant of the village, and also always a member of the village family when a candidate of that family was available. On ejection of a headman, the custom is found to be that his successor must in all cases be a villager, usually a resident tenant, and where the ejected headman was of the village family, the successor must also be of that family.\* Where the people are largely aboriginal the headman must by custom be an aboriginal. For this there is also a sound practical reason, since the diku will, as is now happening in the zamindar's new appointment of his muharrir contrary to all custom at Edelbera, seize their lands and ultimately drive them from the village. That a member of the village family must be headman is also clear from the result of the changes in the Kolhan Pirs consequent on the Birsa rising (§ 198).

Vacancies on deposition or desertion. Q. 80.

246. A deceased or resigned headman is followed by his heir, always by a male heir if available—without question, if he is not unfit physically, mentally or in character (§§ 58, 244). There is in those circumstances no question of choice either by villagers or zamindar. A minor may have a relative to act for him, and a headman temporarily incapacitated may take a joridar to help him. After a "dismissal," however, a nomination is made by the villagers in panchayat, and the nominee is subject in the Sadant Pirs to approval by the zamindar, and in the Kolhan Pirs where mundas are the only village police, by the manki who is responsible for the rent and to a veto by the zamindar and

There is no selection of successor to resigned or deceased headman. Q. 28.

After an ejection the villagers select a successor from among the tenants of the village or a particular section of them. Q. 30.

\* Of course, the successor to a non-khurutkatti headman who is ejected, may also very well be some member of the original village family, e.g. in Punipada which is now 'khas.'

the Deputy Commissioner also, the grounds of disapproval or veto being defect in physique, intellect or character (§ 58). In successions under such circumstances, Government never voluntarily admitted a

Approval or veto of the zamindar and Deputy Commissioner.

person, resident or non-resident, who was distasteful to the villagers. If there was any doubt, enquiry was made and the villagers were called to Chaibassa to testify their approval. In no case in the Sadant Pirs was the tenure looked upon as a matter of commerce or even conferred on the ground of favour, still less in the Kolhan Pirs, where in many instances the villagers chose a munda from the village family after a resignation, the munki concurred in the choice, and then took him to Chaibassa to pay the rent or simply waited till the new settlement, approval of the zamindar being considered unessential and successions rarely if ever reported. There the vast majority of mundas have always belonged to the village family (Appendix V) and in the few cases where such is not the case an outsider—a Tamaris or diku—got the mundaship at the Mutiny or in rare instances in collusion with the Manki, but usually the villagers, mistrusting their own ability as they were poor and knew no Hindi, selected them (§ 196). In three cases in Pir Lagura, the bhuinhars adopted a Mundari of another kili into the village family and made him munda, but sought no approval. Cases of change of family were sometimes reported as the new munda of this type felt his position insecure, but even here when

Instances in the Kolhan Pirs. the villagers concurred in the appointment, no report was considered necessary nor was any confirmation sought. In Jalmai the bhuinhars made a diku their munda as they could not manage the sarkari work themselves, on condition that he should act in village matters with their concurrence as if he were one of themselves. A Mundari was similarly chosen in Tumrung and other places by the bhuinhars, bhuinhari right being conferred in some instances and withheld in others. It was only in the cases of ejectment for misconduct that the zamindar's approval to the new appointment was sought. Indeed the villagers themselves sometimes claim and exercise the right to depose the munda, without any reference to the zamindar and his approval is not sought to the successor whom they select. This is fully admitted by the zamindar of Bandgaon (§ 60) in which local custom is precisely as in the Kolhan Pirs of this estate. But it seems to me that a right to disapprove, but only on certain specific grounds, of the nominee of the tenants after an ejectment, is made out in cases in this estate where the ejectment has been through the courts at the instance of the zamindar as rent-receiver. The right however is very limited, or as I have said (§ 200) inchoate.

247. As regards ejectment the defendant headmen in suits 7 and 8 of 1903 endeavoured to prove too much, when they alleged that they could not be ejected from the tenure at all. But the fact that headmen can be ejected for certain definite reasons does not make their tenure contingent on the mere will of the rent-receiver. The tenure may indeed be terminated but only in special circumstances. It has always been

Tenure may be terminated. Q. 27.

contingent on payment of the rent with reasonable promptness. Arrears under Government were exceedingly rare in the Sadant Pirs and are to this day practically unknown in the Kolhan Pirs. Ejectments for arrears or indeed for any cause, were exceedingly rare, being less than 10 in a period of 36 years. The zamindar accepted clause 5 in Mr. Taylor's draft patta "if the arrears remain unpaid for any kist for more than a year, your patta may be cancelled,"

but only (a) for arrears of the village rent, Q. 28.

interest also to be leviable on arrears, and where he has not been on the look-out for an excuse to eject a headman, he has since followed this interpretation of the local custom. Previously there were so few cases that there can hardly be said to have been any custom. When a kist fell into arrears the Deputy Commissioner issued notices to the defaulter to pay up; if he failed to do so within a specified time, a further notice warned him that if he did not clear off arrears by a certain date, he would be deposed. Talbana was taken but no interest. In lieu of this, interest is now taken (it is said at 37½ to 75

i.e., if any kist is in arrears for a full year. Q. 29.

per cent. though the draft patta only admitted 12½ per cent., and though the headman can only get 6½ per cent. from the raiyats under Act I (B.C.) of 1879) and the period of immunity for dismissal extended to one year. Apart from the

Or (b) for oppression of the tenants. Q. 28.

excessive interest now exacted the compromise or interpretation of custom is reasonable. Oppression of the tenants was specifically made a reason for dismissal by Government in 1879. The introduction of this proviso into the patta was due to the fact that there were two classes of headmen, at the first of which this clause embodying the custom of the estate, was aimed. The first class is the headman, always a diku, generally not a reclamer of the soil, who "happens to be an outsider holding the village merely for his own profit" as the correspondence on the subject has it (§ 84). The second class of villages are— to quote again the words of the corres-

A proviso in the patta originally aimed at non khuntkatti headman.

pondence—"those where the headman is one of the hereditary raiyats, and merely the representative and leader of the whole body of raiyats: their great desire is to retain the village intact, without allowing it to fall into the hands of persons having no connection with it." The khuntkatti headman of course was always bound to consult the general interest and so by implication was the new headman who (§ 243), by the policy of the rent-receiver, had been raised to an equal position with reclaiming headmen and their descendants. By this provision the responsibility of headmen of the latter class also to consult the interest of their fellow cultivators was now put beyond question, and a maximum rent for new cultivation was laid down. It was also under this provision, that the Commissioner forwarded a list of mundas to the zamindar in January 1900 for dismissal because of their complicity in the Birsa rising. Finally the headman is not at all a servant of the proprietor but he may

(c) Serious misconduct of any kind.

be ejected because he is not fulfilling properly the duties of a headman, and the ejection must be by the courts, and only for the particular reasons which render a headman liable to ejection, namely, (a) arrears of the village rent for one year, (b) breach of the village customs, and (c) serious misconduct of any kind: that is, failure to perform his duties towards the rent-receiver, the other tenants, and the State respectively.

248. Throughout the period for which rents are fixed, the headman pays the same amount. He cannot claim remission of any part of the rent on any plea of *fauti'rar*, flood or drought nor can the amount be enhanced. The remuneration which had originally been mān land commuted in 1840-1 to Rs. 2 per hal of assessed land was from 1858 made one-sixth of the gross rental, and later ten pice in the rupee on the analogy of the Kolhan, where mundas and Mankis originally received one-sixth and one-tenth respectively or together 25 per cent.

No remission or enhancement of rent during the period. Q. Q. 25, 26.

Remuneration. Q. 34. of the rent, a sum which was subsequently divided for facility of calculation into ten and six pice respectively per rupee of rent. The headman is entitled to whatever rent is assessable during the period of a settlement on new don prepared during that settlement. Such don is assessable only in a few villages in the Sadant Pirs.

249. The headman is entitled by local custom to get receipts for payments made to the zamindar under whom he holds, and in the whole of the pargana, except in this estate, his right to a receipt has never been questioned. Where the pattas are more elaborate than in Khas Porahat, as in Ananapur, it is expressly provided that a receipt will be granted. Government always granted receipts, even in 1859 when there were no pattas, and throughout the period from 1858 to 1880 in the Kolhan Pirs, though no pattas were issued there before 1880.

Headman is entitled to a receipt, (a) by local custom,

and (b) as he is a tenure-holder.

The zamindar has recently refused receipts on the plea that the headmen are his "collecting agents called thikadars," but, as I have shown, they are nothing of the sort. It is inconceivable that servants should be called thikadars, and ridiculous that servants should be charged interest if they do not make collections promptly. The headman, however, is a "tenureholder" not only by custom but under Act I of 1879 whether he acts for himself or as manager



on behalf of the village community, and therefore a 'tenant' which term includes tenure-holder, and entitled by law under section 12 of that Act to a receipt (§ 66). Nowadays only Mankis receive receipts in the Kolhan Pirs except in Goilker and Durka (Kamai) where the zamindar arguing that the Mankiship is vacant, grants receipts to mundas (§ 204). No receipts at all are granted in the Sadant Pirs. It appears to me that the zamindar is liable to fine under section 12, Act I of 1879 for failure to grant receipts to headmen.

250. By custom there must be a headman in each village. Throughout the period when the estate was held by Government no village was retained khas. In the Political State of Porahat all villages in the present estate

There must be a headman in each village.

and in all the tenures, save the head-quarters villages and Porahat, the old head quarters with its tola, were either under rent-paying headmen or held by chakrandar headmen who either gave both rent and services or services merely. Even where khorposhdars held single villages, they were themselves to all intents and purposes headmen, so that the custom was practically universal. The utility of a headman of their own village and caste, whose interests are the same as their own, as a buffer between a zamindar and the tenants is so obvious as to call for no special remarks, but while an outsider would make a bad headman, he would be immeasurably preferable to no headman at all, since without a headman the jungly raiyats are individually subject to all the harassments of the oppressive subordinates of the zamindar. Kera, Bandgaon and Chainpur have headmen in practically all villages,

Analogy of subordinate tenures and neighbouring estates.

and even in Anandpur where the development has been different, though it is not absolutely contrary to custom to hold villages khas, it would undoubtedly be an abuse to do so on a large scale. In the neighbouring Political States of Seraikela and Kharsawan which were once part of the Porahat Raj and the Government Kolhan, the custom is practically universal. In Dhalbhum the custom obtains. It is clear that the zamindar even when the ejection of the existing headman for arrears or misconduct is justifiable cannot abolish the immemorial tenure, and hold the village khas. It has been held by the High

The tenure cannot be abolished. It is a case of ownership.

Court in the case of ghatwals (Raja Lila Nand Singh v. Thakur Nandranjan, 1873, 13 B. L. R. 124) that even when the zamindar enjoys the right of appointment and dismissal, he cannot abolish the tenure. Especially where the headman is simply the representative or manager of the village community, which is the real tenure-holder, it is obvious that even if the zamindar has a right to eject a particular headman for misconduct or to object to a particular nominee of the tenants to replace the ejected headman, he can have no possible right to khas possession of the tenure of the joint owners of the village. All he can rightfully do is to call on them to nominate another manager or headman—it is absurd that he whose interest is in deadly opposition to theirs should himself be their headman or manager. Just as when the right, title and interest of the munda of an intact Mundari khuntkatti village is sold, it is only the munda's private interest that is conveyed, so in these non-Mundari jointly-owned villages, it is only the headman's own right to be headman that can pass. The tenure itself is not forfeited by the default of its manager. Decrees obtained by the zamindar against the headman for khas possession appear to ignore the joint-ownership entirely. Succession is by custom hereditary, but if the hereditary headman misconduct himself and be ejected, the zamindar has indeed a right to object to the successor nominated by the village community if he is unfit, but he has no right to appropriate the tenure itself. Moreover the zamindar in the Kolhan Pirs is only the receiver of a tribute or tax payable through their representatives by the communities who are absolute owners of the soil and appropriation of the tenure by him would be absurd, as he is in no sense owner of the soil. In the Sadant Pirs he is the superior landlord and receiver of the rent of a tenure from communities who through their headmen are supreme within their tenure and who are entitled to deal with the zamindar as a community through their respective headmen.

251. Even if the zamindar of Porahat had—as he has not—a right to discontinue the tenure of headmen, there is no doubt that in fact he has waived his right to do so as regards the present settlement. Throughout the rent



settlement proceedings he invariably acted as if there was no question that the headman's tenure would be continued. Since 1903 he has accepted from them the enhanced rent fixed for 15 years. That rent being fixed for a period is obviously harder to pay in the earlier than in the later years of the period, both because in the early years there is no assessable new cultivation from which the headmen may derive rent as there may be in the later years, and because the money rent is less onerous in the later years and the value of it less as prices rise. The sole reason for delay in issuing pattas was said to be that the form had not been approved, and this was also reported to the Deputy Commissioner.

Waiver in the present case for the present settlement.

252. Some mention has been made above of the Kolhan Pirs, the position in which may now be briefly summarised. The case of the mundas in those pirs is not precisely the same as that of headmen, aboriginal or diku, in the Sadant Pirs. There can be no doubt that the latter hold a permanent and hereditary tenure, with certain reservations. The case of the mundas in the Kolhan Pirs is even stronger. The zamindar himself admits this (§ 197). As a matter of fact, however, the patta issued to the mundas of the Kolhan Pirs in 1880 was on the same model as that of the Sadant Pirs, and if the zamindar be held to be entitled to regard it as a miadi patta in one case, he would probably regard his claim as in the other case also. No doubt the patta is absolutely inapplicable to the Kolhan Pirs, where intermediate rent on new cultivation is unknown, and the communities are owners of the land within their boundaries. And indeed it was issued by inadvertence, since the patta which it was proposed to issue was the Kolhan patta of 1867! In the Kolhan Pirs, especially among Mundaris, the control exercised over the mundaship by Government was really nominal; few successions were even reported, the bhayads and Manki even changed the munda family at their pleasure on a death without heirs, a desertion or a resignation; and the control was due mainly to the requirements of the administration whose police the mundas were, so that good character and mental capacity were important. Apart from that, however, Government as rent-receiver never considered that it possessed any claim in any capacity to interfere with the existing customary rights of individuals and communities.

Position of mundas in Kolhan Pirs summarised.

## CHAPTER X.

### THE FORESTS OF KHAS PORAHAT.

253. The Porahat Reserved Forests are all situated in the Kolhan Pirs with the exception of a portion of the Bera Block which lies in Porahat Pir. They extend to 195·7 square miles, and form roughly two-fifths of the 514·2 square miles which is the entire area of Khas Porahat exclusive of the four Kharsauan villages and railway land extending to 2·23 and 1·97 square miles respectively. The first notification under section 4, Act VII of 1878, was in respect of the Girga Block and bears date 26th November 1880. Notifications for four other blocks followed on 20th February 1882. The Reserved Forests were constituted by notification under section 19 of the Forest Act on 5th February 1890, with effect from 1st March following. The Joint Forest Settlement Officers' Report of 1887 mentions the objections to reservation of mundas and Mankis who pointed to their burial-stones, the pattas of the race. Sufficient jungle had, according to the report, been excluded to supply the ordinary domestic requirements of raiyats of the villages affected, provided they made proper use of it. Owing to the delay, however, it was impossible to ascertain accurately in all cases the exact position as regards the rights of the population of villages adjoining the reserve at the time of the notification, but the Officers report:—

“Having made enquiry, we have in the case of these villages passed an order admitting the right of *bona fide* raiyats of the estate as long as they remain so, to take for their own use from the unreserved jungles of the estate near their village, the forest produce necessary for the construction of their houses, for agricultural implements, for domestic utensils, for firewood, also grass, brush-wood, leaves, chop, fibre, fruits, flowers, etc., and generally to use the said produce for their own personal domestic requirements; and to graze their buffaloes and oxen (plough cattle) in such unreserved tract of jungle. But the raiyats are bound in their own interest to see that they so use the tract that it will continue to supply what they want; and Government to whom the waste undoubtedly belongs may at any time interfere if it thinks fit, to regulate the raiyats' use of it. We do not admit that the raiyats have the right to sell or barter the produce; we see no objection, however, to their being allowed to sell perishable products such as grass, flowers, fruits, etc., which are reproduced annually provided no individual is allowed to monopolise such products for his own profit; if they do so and the jungles set apart for their use fail to supply their wants they cannot have any claim to come back on the original forests which have been freed.”

The jungle excluded was sufficient to provide for the requirements of persons entitled to forest produce when the notification issued. But it was suggested that the destruction of the unreserved jungle being merely a matter of time, “when this state of thing arises the raiyats of the Estate should be permitted to obtain from the reserved jungle at as low a rate as possible the kind of forest produce of which they are in need,” the officers having found it impracticable to alter boundaries to ensure to the raiyats a supply of each forest product. They recommended a system of annual passes at a nominal fee in favour of the villages within, or bordering on, the forest on condition that produce thus obtained might not be sold or bartered. These recommendations and the words “it may become necessary to allow grazing in some places when the crops are on the ground” are significant in view of the persistent allegation of the tenants regarding an assurance to them that the reservation only meant that they were prohibited from making goras and that they would be allowed to graze plough cattle in and take forest produce from the reserves for their own use but not for sale.

254. In his covering letter to the report, the Deputy Commissioner considered that ample jungle was left to the villagers but that supervision was necessary. Government held that the forest law in no way extends outside the Reserve but that the suggested limitations might be considered. There was some trouble on the constitution of the Reserves in 1890, but the tenants were

eventually induced to quit their homes. The Mundaris evicted from villages or whose village jungle was circumscribed were later on the most active of the Sardars and Birsaites. The point regarding which Government evinced concern was lest a fair share of jungle had not been left to the tenants to furnish them with the ample supply to which they were admittedly entitled. It was reported after enquiry in Porahat Pir that though sufficient jungle had been excluded from the reserves, headmen of villages of that neighbourhood which contained jungle now objected to its being taken by outsiders. In 1889 the advent of the railway produced a demand for fuel and timber, and unauthorised sales from the unreserved forests of Porahat and the Kolhan began to take place, consequently the Deputy Commissioner arranged that the unreserved forest should be managed informally by the Forest Department with a separate establishment. Government sanctioned this, but pointed out that it made no

At first informally. difference in the legal position of the forests which were neither protected nor reserved. The Commissioner was not in favour of any produce other than timber being dealt with by the Forest Department. In 1891 the Deputy Commissioner reported that the uncultivated lands were at that date at the disposal of the headman, and the forests managed by the Forest Department for the good of Government and of the villages in which they were situated. The informal management had not been intended to affect nor did it affect existing rights. The better to prevent unauthorised sale it was resolved to regularise the management. The first notification constituting the unreserved forest land and waste land 'protected forest' was published on 5th September 1892, but it was superseded by Notification No. 3586For., of 17th July 1894,

Constitution of the 'protected forest' 1894,

issued under the last clause of section 28, Act VII of 1878. "All waste lands the property of Government situated in the khalsa\* villages, or over which the Government has proprietary rights, or to the whole or any portion of the forest produce of which the Government is entitled, in the Chota Nagpur Division," with the exception of cultivated lands and habitations, but not of "jhums" were constituted protected forest. "The nature and extent of the rights of Government and of private persons in and over the forest produce

without prejudice to existing rights of individuals and communities.

or waste land comprised in this notification have not yet been enquired into and recorded as prescribed by section 28 of the Act," a subsequent enquiry and record-of-rights is promised, and the notification issued in anticipation, and "subject to all existing rights of individuals or communities." In 1894 Porahat was, it should be remembered, in British India.

255. In the letter forwarding the draft notifications the Commissioner points out that "the pradhans of Porahat in common with the raiyats have long exercised the right to collect and remove forest produce for their personal use, and by long use are entitled to almost unrestrained use of the jungle, and it is not contemplated to interfere with the rights of any one in this respect." The Deputy Commissioner who had as a matter of fact been for some years exercising, though not without opposition, an admittedly informal control, in his capacity as Political Chief, over the waste, had reported that the residents in Government lands possessed a right to forest produce, to extend cultivation and graze cattle, and that rules to the contrary could not be enforced. The Commissioner pointed out that it was not intended to interfere with the exercise of those rights, but merely to regulate them so as to prevent abuse and bring them within proper limits. The Commissioner in the important paragraph 15 further points out that the permission given to the Forest Department to sell dry timber and other produce, subject to the existing rights of individuals or communities in and over the forests, was opposed to the ancient rights and privileges of the people, and must interfere with the existing rights of individuals. As early as 1889 it had been specially provided that under the informal management of the Forest Department no "trees should be cut near villages or cultivation, or any fruit-trees useful to the people of the place." The primary object of converting the waste

Commissioner's No. 426B., of the 9th June 1894, on the rights of the tenants.

Paragraph 15.

\* 'Khalsa' is a term in use in the Palamau Government Estate, and it was inserted at the request of the Deputy Commissioner of Palamau. It is not known in Singhbhum, and it has no application to these forests.

lands outside the reserve into protected forests, he points out, is conservation (not ultimate reservation) by preventing the denudation of the jungles by the villagers abusing their customary privileges, and the sole duty of the Forest Department is to further this object. "The question of obtaining a revenue from dry trees and forest produce from waste lands within reach of villages is quite beyond this object." As regards extensions of cultivation it was not intended to interfere with them but merely to bring them under control, and even in this matter the rules should not be enforced till the expiry of the existing settlement. In his view the rules, especially rule 2, "clearly mean that *bona fide* residents of Government villages have the right to fell any tree, including any trees of the reserved species suitable for building or other constructive purposes, for the construction and repairs of houses, the manufacture and repair of domestic articles and implements of agriculture and industry without any restriction."

Products for personal requirements and articles of trade.

in the list of products of

The Chota Nagpur Protected Forest rules.

The rules referred to were published in notification No. 566 For., dated the 28th January 1895. The necessary record-of-rights not having been made previous to that date, the legality of the rules is doubtful. In Khas Porahat they have, however, been inoperative: no restriction due to them having ever been placed on the use of the jungle by the tenants until the demarcation of protected forest blocks.

256. As regards the question of the record-of-rights essential under section 28 of the Forest Act and promised in the notification, the Deputy Commissioner having recommended that in the course of the ensuing settlement operations protected areas should be demarcated and enquiries made as to existing rights gradually, without causing uneasiness or alarming the people by formal proceedings under section 23, Act VII of 1878, the Commissioner reported to Government on 16th July 1894 that this proposal might be accepted in lieu of a protracted and expensive record-of-rights under a complicated and elaborate procedure, the effect of which would be to incite to wholesale clearances by way of asserting rights. The Conservator of Forests having favoured the idea, and pointed out that such a record-of-rights is not hampered by the Forest Act,

The record-of-right under section 28, Act VII of 1878, "is not hampered" by that Act.

and could follow such lines as, after due consideration of the requirements of each district, may be deemed most convenient and appropriate to the end in view, Government on 18th February 1895 ordered that the village areas should be marked off in blocks of a convenient shape, adding to the cultivated lands such quantity of waste land as may be sufficient for the needs of the villagers. All land not included within such boundaries will be protected forest. This was to be done at the time of settlement, and the Forest Officers were empowered to divide into suitable blocks\* the protected forest to be thus formed. In December 1894 Government refused to sanction a monopoly of sabai for three years as being inconsistent with the rights of the people, though strongly urged by the Conservator of Forests. No restrictions were to be imposed on the use of the protected forest.

257. From 1895 onwards, the revenue from protected forests has consisted almost exclusively of the proceeds of sale of timber ringed by villagers in extending cultivation. In all cases, it is a very stringent rule of the Forest Department that the express permission of the villager must be obtained before such timber may be cut and removed, and all cut in by the contractor is instantly stopped wherever the villagers object.

solely to prevent economic waste,

They always object if an attempt is made to cut green trees in their village, and in such cases, the Department forthwith prohibits cutting and the removal of the timber. Thus only the timber of big trees which are dead or

\* The directions of Government were actually carried out in the Palamau Government Estate, where the unreserved jungle is now divided into demarcated blocks of protected forest, and into jungle and waste (to which the term 'khalsa' is now restricted) entirely at the disposal of the tenants.

ringed, which is useless to the villagers, is sold, it is only sold with their consent, and only to prevent economic waste or illicit sale, never with the object of making revenue. The contractor for sabai takes it from the reserved jungle, and the sale of superfluous fuel from a few villages near the Railway was discontinued as an error.

258. On 10th October 1895, Government divested itself of the Porahat Estate, but with the reservation that the forests of the estate which were then under the Forest Department were to continue under the management of that Department without any right of interference by the zamindar or his successors. During the recent survey and rent settlement operations while tracts of jungle were being marked off in accordance with the directions mentioned in § 256 as protected forest blocks, the zamindar asked that Government should demarcate blocks for retention as protected forest, and release all the rest of the waste land to him. Presumably what was meant was that he should be placed in charge of the quantity of waste land sufficient for the needs of the villagers which Government had ordered to be added to the cultivated area. The Deputy Commissioner having reported that the claim of raiyats to make new cultivation was not sufficiently safeguarded by the existing rules for the protected forest (§ 255., Government accepted the proposal that the undemarcated area should be surrendered to the zamindar, and left for extension of cultivation on which serious check had already been placed by the formation of the reserves. The zamindar, it was assumed, might be left to see that the people do not use the timber more wastefully than is necessary for extension of cultivation. The Board thereupon recommended that the demarcated protected forests should consist only of blocks, mostly hills which contain jungle worth preserving.

259. During his survey and rent-settlement Mr. Taylor demarcated, but without cutting 'lines,' 25 large blocks with an area of 33.84 square miles to be called 'protected forest blocks,' and 246 small blocks in 162 villages with an area of 14.58 square miles to be called 'village forests.' Both together constituted only thirty per cent. of the unoccupied area (159.65 square miles). Mr. Taylor reported that "unless the village forests were left under the control of the headman, the management of the forests by the Raja, or rather by his subordinates, would be very detrimental to the interests of the tenants." He recalled that the raw wound of the reserved forests was responsible for the support given in Porahat to the Birsa rising, and added "the petty interference and exactions of the Raja's subordinates which are certain to occur, will cause, I fear, a serious agitation." It is submitted after close study of the situation that Mr. Taylor's expressions err only in being too mild: the result would certainly be that the tenants would be completely expropriated. The Deputy Commissioner in commenting on Mr. Taylor's report pointed out that it is the universal custom in the district that the waste lands of the villages should be under the control of the headman for the benefit of the raiyats: raiyats can take produce, graze cattle and extend cultivation under the headman's control, not the proprietor's. The orders of Government were that the large blocks should be managed as protected forest by the Forest Department, and the small blocks by the village headmen under the Deputy Commissioner. Government also accepted the proposal of Mr. Commissioner Slacke that the zamindar should be required to engage that the remaining waste, if released to him, should be managed according to the customs prevalent in the estate, and that the Deputy Commissioner of Singhbhum should have authority to give a final decision in any question on which doubt might arise. The zamindar thereupon claimed a right to all trees and jungle produce in the estate by virtue of the deed of grant to him, stated that the privileges which were entered in the draft rules would cause the disappearance of the forest, and desired to know what the prevailing customary rights are. Mr. Slacke pointed out that a dead-lock was brought about by the zamindar's failure to realise that Government in releasing the jungles from the management which it had expressly reserved to itself can impose such conditions as it thinks fit. It is, he

Management of the Forests of the estate advisedly reserved by Government (1895).

Proposal to release undemarcated unreserved jungle to the zamindar for extension of cultivation accepted by Government.

Mr. Taylor's demarcated blocks.

Government orders the large blocks to be managed by the Forest Department.

The zamindar was required to manage the waste, if released to him in accordance with custom.

recalled, the general custom among aborigines that the tenants of the estate are entitled to take free from the jungles for their own use, but as the zamindar would not permit the exercise of that right, from a desire to treat the jungles as his private property, the Commissioner proposed that the proposal to release the forest to the zamindar be abandoned. The Board of Revenue

The zamindar declines to accept the grant of the undemarcated waste except on his own terms.

having directed that further efforts be made to comply with Government orders, a conference was held in which the zamindar stated to the Commissioner his desire, subsequently repeated in writing, to leave matters as they are, if he might not appoint his own forest officers in place of the headmen, and might not cut and sell at will. As the 'village forests' had been demarcated on the supposition that the remaining jungle would be made over to the zamindar,

the Conservator of Forests now proposed that there should only be two classes of forest, demarcated and undemarcated, and that the demarcation should be made on the ground by cutting lines, the officer charged with the demarcation being empowered to modify boundaries where necessary to make them convenient. The Deputy Commissioner thereupon suggested that such of the 'village forests' as adjoined the 25 large blocks should be incorporated in the latter, and that, where possible, two or more small blocks should be combined to form a fresh demarcated protected forest block of reasonable area; the remainder to be considered undemarcated and administered along with the rest of the waste lands. The proposals being accepted by the Board in their No. 185A, of 10th January 1906, the demarcation of the 25 large blocks was, under their orders, undertaken by the officer who prepared the record-

of-rights, with power to modify Mr. Taylor's boundaries, and pay compensation to tenants who had reclaimed cultivation which could not conveniently be excluded. The report of Mr. A. N. Moberly, I.C.S., who demarcated 25 protected forest blocks extending to 37.12 square miles, will be found in Appendix VII. A note on the

Subsequent demarcation of additional areas as protected forest blocks.

ten additional blocks extending to 5.07 square miles subsequently demarcated with the approval of the Commissioner in anticipation of the sanction of Government is given in Appendix VIII. Certain rules were proposed for the management of both classes of blocks, but as it was, as Mr. Commissioner Gait pointed out, essential to have a clear enunciation of the respective rights of tenants and zamindar in regard to forest produce, consideration of rules of undemarcated jungle was postponed. The draft notifications of rules for the demarcated blocks were published in notifications No. 3629 and No. 3630 of 22nd December 1906 in the *Calcutta Gazette* of the 2nd January 1907.

Rules for demarcated and undemarcated areas.

Section 38 of the Forest Act had been extended to the Porahat Estate by notification No. 896T.—R., of 3rd June 1903. It seems doubtful whether it is either necessary or expedient to frame rules for undemarcated protected forest. Village custom prohibits the cutting of fruit trees and trees used in rearing lac and the undemarcated area being deliberately set apart for extension of cultivation, it would be unreasonable in the extreme to prohibit the cutting of other trees—unless indeed the villagers should desire to preserve a small rakhāt of their own—a contingency barely conceivable when the margin left for reclamation is so narrow. In Palamanu, where the rights of tenants are far less extensive than in Porahat, the 'khalsa,' or undemarcated waste (page 136 note) was deliberately placed

The parallel of Palamanu.

entirely at the disposal of the tenants of the village. Government in its No. 837 of 11th February 1907, agreed that the undemarcated lands should not be released to the zamindar for the present, and that their management should continue to vest in the Forest Department. The rights of the communities and of individual tenants, as they appear in the following paragraphs, and the weighty considerations which I have urged in a separate note to the Commissioner on this subject, leave, I venture to submit, no room for doubt that the

Considerations against the proposed release of the undemarcated waste to the zamindar.

proposal to release to the zamindar the property of the tenants should be explicitly abandoned, and that the undemarcated areas should, as at present, be nominally supervised by the Forest Department, with assistance from the mundas and Mankis in preventing wanton destruction.

260. The present zamindar's claim is that he is entitled to cut and sell every tree, self-sown or planted on homestead, cultivated land, jungle or jahira, that he alone has any right to fruits of trees and forest produce, that no extension of cultivation is permissible without his authority, and, in short, that he is absolute owner of all the jungle and waste within the ten pirs. This claim he bases entirely on the terms of the deed by which Government conferred the estate on him. Now, whatever interest Government as zamindar possessed in the jungle and waste of the estate, undoubtedly passed to the present zamindar. That interest again, whatever it was, has since 1891 been incapable of variation, since the unreserved portion of the estate which was not cultivated land or habitation was declared 'protected forests' with the express provision enjoined in the Act "so as not to abridge or affect any existing rights of individuals or communities", and under the indenture of 1895 it has ever since been managed by the Forest Department as 'protected forest' without any right of interference on the part of the present zamindar. It follows, therefore, that in determining, in the present operations, "the nature and extent of the rights of Government and of private persons in and over the forest land or waste land comprised" in the area declared to be protected

Claims of the zamindar.  
Rights of parties are as in 1894.  
forest on 17th July 1894, the date of the notification, the present rights of the zamindar are also determined. And if in the limit it should appear that Government had no rights in the jungles and waste, it is obvious that the zamindar, who is only the successor-in-interest of Government, can have no greater rights. In point of fact, under the management of the Forest Department, the right of the tenants to do as they please has been absolutely unrestricted, and what sale there has been, has taken place under the conditions detailed in § 257.

261. The letter of Mr. Commissioner Grimley, dated 7th June 1894 (§ 255), with which he forwarded the draft notification published on 17th July 1894, is an important indication of what Government admitted to be rights of the tenants in the jungle and waste of the estate. They must be taken to be the minimum existing rights of the 'residents on Government land.' They are in no way concessions by the zamindar. The admissions include the right (1) to collect and remove forest produce for their personal use, agricultural, domestic or industrial, (2) to extend cultivation, and (3) to graze cattle: in short, a right by long user to almost unrestrained use of the jungle. A further admission is that the claim of the Forest Department to sell dry timber and other forest products with a view to revenue for the zamindar, is opposed to the ancient rights and privileges of the people, and must interfere with the existing rights of individuals. These admissions, frequently reiterated by the local officers, are alone conclusive evidence of the existence of the rights specified. The only right claimed for the zamindar was to conserve and regulate the use of the jungle and in practice to sell dry timber (and in a few villages superfluous fuel) not wanted by the villagers so as to prevent economic waste. The quotation (in § 253) from the Joint Forest Settlement Report shows further that when the reserved forests were constituted, the right of the villages in and near the reserve to obtain from the portion of jungle which was about to be reserved the products enumerated in the report, was admitted under section 11 of the Forest Act and was commuted under section 14 to a right to procure it from the unreserved jungle, recommendations being made in addition as to subsequent special treatment with regard to forest produce from, and grazing within, the reserve itself. It follows that all the villages in the estate have at the very least the same rights to obtain a reasonable supply of forest produce for personal use from the neighbouring jungles.

Tenants' admitted minimum rights in Khas Porahat  
to a full supply of jungle produce free of charge for personal use.  
262. The present detailed enquiry from village to village has proved conclusively that not only those rights which were admitted have been exercised by the tenants and residents from time immemorial, but also, in many villages, other rights connected with the sale, from a date long antecedent to 1894, of minor forest produce. In the Sadant Pirs,

Further customary right of tenants in some Mundari villages to take for sale certain minor produce.



however, and in Ho villages in the Kolhan Pirs, there is no such custom of sale. The residents of the estate have uninterruptedly used the produce of the jungle without restriction, save such as was imposed by the rights of their neighbours and the particular customs of their village. The rent-receiver of the estate on the other hand had exercised practically no rights at all.

Zamindar has neither right of user nor right of sale.

When he proposed to regulate the enjoyment of their rights by the tenants, he explicitly disclaimed the right to make revenue. Where the Forest Department has sold dry poles, it has not been to make revenue. Moreover, the consent of the villagers is required to such sale, and it is never given unless the poles are useless to themselves.

263. Assuming for a moment that the zamindar was actually owner of the

(a) Assuming the ownership of the zamindar, and the admitted rights of the tenants,

jungles while the residents of the estate at the same time possessed, as the zamindar always admitted they did, a right to whatever produce they required from the jungle of the estate for their own use, it seems

clear that the appropriation by the zamindar of two-fifths of the total area of the estate, equivalent to five-ninths of the whole area under jungle and including all the really valuable forest and its formation into a reserve of which the

the division of the jungle into reserved and unreserved sections constitutes a partition between zamindar and tenants.

zamindar is sole beneficiary, must be regarded as a partition between zamindar and tenants, each of whom has subsequently exclusive right in a separate section of the jungle, the zamindar in the

reserves and the tenants in the unreserved portions. On such a division the unreserved portions ought to be sufficiently extensive to admit of the full exercise by the tenants of all the rights which they had previously enjoyed. Now that this view commended itself to Government the zamindar, is evident from the manner in which the Joint Forest Settlement Officers are concerned to state that sufficient jungle has been excluded for the reasonable requirements of the inhabitants and from the subsequent enquiries anxiously made by Government on the point. After the constitution of the reserves the only claim made by the zamindar in respect of the unreserved jungle was to regulate the use of it so that it might continue to supply the needs of the tenants for which the whole jungle of the estate had originally been and might again one day be considered, especially in view of the suggestions of the Joint Forest Settlement Officers, responsible.\* Any right to make revenue from it by sale or otherwise was expressly disclaimed. This was in fact the attitude of Government—it was assumed that the ownership of the jungle lay with Government, while the tenants had important rights in it, and when these co-existent rights in all the jungle were commuted so that exclusive rights in one area

This was in fact the attitude of Government.

fell to Government, and full enjoyment of all their existing privileges in the residue fell to the tenants, the maximum claim made by Government

in respect of the latter area was to regulate the exercise of their admitted rights by the tenants for their own benefit. Thus on the assumption most favourable to Government and the present zamindar, the residents of the estate have full rights in the unreserved jungle of the estate subject to regulation in their own interest. It cannot be alleged that in amount the unreserved waste and jungle is excessive; it is in fact barely sufficient for the exercise of legitimate rights to extension of cultivation and to a reasonable supply of forest produce, since after the demarcation of the minimum area required to supply jungle produce, the total cultivable waste in this backward tract is no more than about 3 acres per tenancy.

264. On a second assumption that as owners both the zamindar and the

(b) Similarly if zamindar and tenants were co-owners the division would be a favourable partition for the zamindar.

tenants had co-existent equal rights to a full supply for their own use but not for sale, the existing partition by which he became exclusive beneficiary of the reserves without any claim to produce from

the unreserved jungle for personal use or for sale, must be considered most favourable to the zamindar. Now it seems to me that the assumption that

\* Compare the terms of the recent partition in Anandapur § 341, under which the tenants are entitled to receive from the zamindar's khas jungle, free of payment, a supply of building materials, firewood and other forest produce when the bahar jungle of their own villages becomes inadequate to supply them.

the zamindar is owner of the jungles is altogether erroneous. In the Kolhan Pirs even the villages in which the jungle is situated never belonged to the zamindar. The sole right of the Raja of Porahat into whose position Government stepped, was to receive the peshcash or tribute from the Kol village

But neither the Raja of Porahat nor Government nor the present zamindar were ever owners of the land in the Kolhan Pirs.

community when he could enforce payment. The head of the Political State laid no claim to ownership of the land and jungle of the village as zamindar until 1880 when, on the false analogy of the Sadant Pirs, the tribute was assessed on the embanked lands of the village, but even then the tenants never suspected that the new method of assessment jeopardised their rights to the waste land in their villages. With this single exception and the constitution of the reserved forest whereby some villages lost a portion of their jungle, the villages are intact communities exercising now exactly the same full rights as before of dealing with the waste and jungle of their respective villages. The rent-receiver is the overlord of the village, who is entitled to receive a certain charge on it as a whole, but he is not in any sense the owner of the land in the village. As a matter of fact, the villages are in an overwhelming proportion of cases the property of a Mundari or Ho group which has always possessed full rights within the village. This being so, Government and its successor-in-interest cannot conceivably have any rights in the waste or forest land in these villages, unless, as in some khuntkatti villages in Ranchi, he has forcibly acquired

nor did they acquire any rights by seizure and subsequent peaceful enjoyment, nor by user;

any rights in the unreserved jungle and waste land. Moreover, in none of the Kolhan Pirs, certainly not in the Mundari pirs, had the predecessor-in-interest of the present zamindar ever even rights of user, since the Mundaris never did gharbethi, nor was any timber sold from their villages before 1894.

While in the Sadant Pirs, the zamindar is a superior landlord with no rights of ownership within village boundaries,

Raja to the headman or community, with a view to cultivation of suitable portions involving ultimately the disappearance of most of the jungle, the understanding being that rent would be assessed on the cultivated area only. No reservation was made as to the jungle which of course it was the object of the zamindar to get cleared, and no right to interfere in the internal affairs of the village was reserved to the zamindar. We find Captain Birch in 1860 marking out new villages expressly with a view to the speedy clearance of the jungle. The immemorial custom in the sadant portion of the pargana is for the owner, if any, of the jungle land to grant a whole village area of which suitable portions will be cleared—not a particular piece of land within a village area, the residue to remain the zamindar's—and though the rent in such villages is assessed on the cultivated lands, it is in respect of the total sum of advantages of the tenancy, including the rights to the waste. It is not now open to the grantor to go back on the original (express or implied) grant and to claim a right to interfere with the jungle of the village, the use of which, and rights in which, are among the privileges of the tenancy. The

but with a right to timber for house-building,

personal requirements from

which right is commuted into reserved forest of which he has exclusive use.

265. Thus, whichever view may be taken of the original ownership of the waste and forest land in

Zamindar has no right of sale or user in unreserved jungle, no payments are realisable by him nor is any permission required from him.

In the Sadant Pirs the Raja of Porahat was, no doubt, owner of the jungle before it was reclaimed, but settlement was by villages and the whole area of the village was made over by the people in the Sadant Pirs, however, had to supply the zamindar with timber for house building, and to this extent he had a right to jungle produce for his within the area of jungle already granted to a particular village. Now that he has his reserved forest in Porahat Pir, his right, such as it was, in the rest of the jungles within village boundaries is commuted on terms very favourable to him.

Khas Porahat, the conclusion as to all the unreserved jungle and waste land and the produce of it must be that Government and its successor-in-interest possess no right of sale from it, no right quâ zamindar to take for personal use, nor any

right of interference save to regulate the enjoyment of their rights by the members of the village communities, whereas the tenants have unrestricted

rights of tenants summarised. right to deal with such land and the produce of it in accordance with the customs of the village without any liability to render payment to, or take any permission from, the zamindar. An account of those customs has already been given in Chapters VI to VIII (see §§ 108-136, 168-180, 218-225).

(1) To reclaim the waste and jungle. To summarise them: (1) In the Kolhan Pirs, as well as in most aboriginal and a few diku villages

in the Sadant Pirs, the tenants of the village (in a few cases, a privileged class among the tenants *e.g.*, Mundari khuntkattidars) are entitled to reclaim the jungle and waste without payment of any salami and without permission from any one. In a few cases the sanction of or previous consultation with, a panchayat of headman and tenants is alone required. In the remaining villages of the Sadant Pirs tenants require the permission of the headman before clearing the waste for reclamation, and occasionally pay him a small salami. No outsider may clear land in any village without the permission of the village authority, that is, of the headman in consultation with the panchayat of the village (and sometimes the Manki) or in some sadant villages, of the headman alone. The reclaimers have also certain privileges in

respect of assessment to rent (§ 88). (2) The waste may in all villages be used free at will for certain purposes, threshing floors, manure pits &c., and for water stores

and tree planting with the consent of the headman in the Sadant Pirs, and either without any consent or with that of the panchayat of villagers in the Kolhan

Pirs. (3) Residents of the estate may take free and—always in the Kolhan Pirs, nearly always in the Sadant Pirs—without permission for their own personal use, use all uncultivated forest produce from the waste

or jungle of villages except from trees of certain species in some villages where they have been apportioned by the villagers among themselves. Similarly in all villages where custom does not prohibit the cutting of green trees for any purpose

whatever, residents of the estate are entitled to cut down without permission within their village for reclamation of land or for timber or fuel and for agricultural or industrial uses all trees in jungle

and waste not spared by the custom of the village in which they stand. By custom, all residents of a village have reciprocal rights in the jungles of other villages in the estate,\* or at least of the pir, though occasionally when the remaining jungle in a village is exiguous the residents of the village place

restrictions on the use of it by outsiders. (4). In the Sadant Pirs and Ho villages in the Kolhan Pirs, no forest produce is by custom sold, but in a majority of villages in the Mundari pirs fruits and other forest produce reproduced annually are sold

sometimes in a manufactured state, at the neighbouring hâts, and, more rarely but still frequently, bamboos, rolas which one man can carry, ploughs, bahangis, sagars, etc. It is impossible to say that those villages which sold long before 1894, or even before 1880, have not the right to do so. Where the custom is recent, *e.g.*, subsequent to 1892 or 1894, it has not been admitted or recorded. This right is everywhere subject to the restriction that the product sold must have been obtained by the seller from the jungle of his own

village. (5) Everywhere the tenants have a right to lop trees free of charge to grow tasar cocoons and lac for sale. The custom is an old one, and

is provided for in the protected forest rules of January 1895 (§ 255). Government expressly "abolished" dalkati in 1858 "as a tax on jungle products, and a check on a branch of productive industry." Thus, it has never been levied by Government or by the management of the protected forest, and it is not a custom or cess of the estate, and as the trees do not belong to the zamindar, it is not a rent. Technically the protected forest includes all the cultivated land reclaimed since the date of the declaration

\* For this purpose, the Sadant Pirs and the Kolhan Pirs are different estates, and the Sadant pirs are one pir. As to the unit for jungle produce in the pargana see § 219.

of 1894. Similarly lahkar and tasarkar are also not legally realisable on other cultivated land, as the trees there do not belong to the zamindar (§ 115).

(6) To graze cattle in the waste and jungle,

(7) To take free ordinary minerals.

clay, iron-ore, gravel and

(8) Jahira or Sarna.

community.

266. The rights enumerated above as belonging to residents in the village or in a greater area in which a piece of jungle is situated, are still

Rights of tenants are now unrestricted only in the undemarcated area,

unrestricted in the undemarcated area of protected forest, but they are restricted in the areas recently demarcated as protected forest blocks, in so far as they are inconsistent with the rules imposed under section 31 of the Forest Act in respect of those blocks. This circumstance is recorded in the Kolhan Pirs, and is mentioned in § 174 with reference to the Sadant Pirs. Outside those blocks, they may be limited by any rules hereafter imposed in respect of the undemarcated areas of protected forest.

being restricted by the rules in the demarcated blocks.

them. The ownership of

The zamindar is not entitled to any rent for trees in cultivated or waste land.

has no right to cut them down or sell them in any circumstances.

(6) Tenants have full grazing rights in all waste and jungle land in their own and neighbouring villages. (7) Residents of the estate, agriculturists and artisans, have a customary right to take free and without permission such minerals as stone, lime, and similar articles for personal use and for the purposes of their trade or profession. (8) The jahira or sarna belongs absolutely to the village community.

The important point to observe is that the zamindar has no right to trees or waste land in either section of protected forest, nor any right to revenue from trees in unreserved waste and jungle is found not to lie with the zamindar. To prevent misconception, I note here also that he is not owner of trees in cultivated land, village sites or jahiras, nor entitled to any produce or revenue from them, and that he

## CHAPTER XI.

### MUNDARI KHUNTKATTI.

267. Under section 159 Act I (B.C.) of 1879 Mundari khuntkattidari tenancies must be so described in the record-of-rights.

Where found.

Such tenancies have been recorded in 34 villages in Bandgaon and in 176 villages in the Gudri, Baring, Kundrugutu, Songra, Lagura and Durka (Jātē and Kamai) Pirs of Khas Porahat, where with the exception of a few villages in Durka founded by Hos or Rautias, two villages in Songra founded by Hos, and one village in Gudri founded by a Rautia, all the villages are or have been Mundari khuntkatti foundations. The number found in each of these pirs is shown in Appendix VI. Chinibari, in Jhilruān Pir (§ 76), also contains such tenancies, and they are found in two villages in Kera (§ 369), one in Porahat Pir (§ 162) and 35 in Anandpur §§ 293, 08, 310-315). Thus tenancies of this class have been found in 249 villages in the pargana, and with four exceptions those villages are in entirely Mundari country (§ 194). The present chapter refers primarily to the Mundari khuntkattidari tenancies in the Kolhan Pirs of Khas Porahat and in Bandgaon, but everything in it is applicable to the 39 villages in the other estates, unless the contrary is expressly stated either in this chapter itself or in the paragraphs of this report which are detailed above.

268. The method adopted of recording them was to enter in the record the names of all persons found entitled to the status of Mundari khuntkattidars who now cultivate in the village, unless their land was recorded at the recent survey in the name of a relative who is still living. Where a Mundari khuntkattidar in whose name land was recorded at the survey, has since died, his direct heirs are entered in the record if there are any; if there are none, his name has been entered, but a note has been made on the khatian that he is dead. In such cases the lands entered in his name are practically always khuntkatti of the bhaiyad who has succeeded him. On the khatians the words "Mundari khuntkattidar" have been written, but no alteration of names has been made in the khatians. It should be remembered that possession of the ancestral or self-reclaimed lands is the test, and not the place of residence. Where a khuntkattidar still cultivates such lands though himself now resident in another village, his claim to a khuntkattidari tenancy in those lands is sound. Similarly, where a village has been divided for fiscal purposes, members of the original village family, who cultivate such lands in either of the divisions have been recorded irrespective of their place of residence. On the other hand, admitted members of the village family, who now hold no land in the village, have not been recorded. Their claim to be recorded was generally due to the fear that, if not recorded, they may be debarred from using the graveyard of their ancestral village. Such bhuihars may of course hereafter become Mundari khuntkattidars in the legal sense by inheritance. As to the actual lands, probably nearly all lands held by Mundari khuntkattidars are ancestral or personal reclamation, but without a fresh khanapuri it would be impossible to ascertain with certainty. To do the work thoroughly, all new cultivation must be entered in the map and corresponding entries made in khasra and khatians. An enquiry as to the actual plots affected has been found impracticable—it would involve an immense expenditure of time and money. Moreover, it is unnecessary, because the question of enhancement cannot arise till the next settlement, at which the plots involved can be expeditiously and inexpensively determined. In short, the Mundari khuntkattidari status of tenants entitled to that status is entered on their khatians, but no decision has been given regarding the individual plots constituting the tenancy of each, and the fact that those tenants are Mundari khuntkattidars of the village is shown in answer 35 of the record.

Method of record.

Method of record.

Possession of land in the village essential to the legal status.

Possession of land in the village essential to the legal status.

The particular lands not determined.

The particular lands not determined.

269. The term 'khuntkattidar' means 'clearer of jungle' and in Porahat pargana signifies different things in different places. Among the Mundaris, however, it has the restricted meaning attached to the term in Ranchi. The khuntkattidar in this sense must belong to the bhuinhari kili of the village and must possess the right to place the bones of his adult dead who died of ordinary causes under a diri or stone-slab placed horizontally in the sasan or graveyard of the kili in the village. Prior ownership by that kili of the jungle out of which the village was made and descent from a pioneer family of that kili is thereby implied. If a Mundari clearer of jungle in any village is not of that kili either by descent or by formal public adoption, and so does not possess the ownership of the village implied by the right to sasandiri, the lands which he has embanked or artificially levelled are known not as his khuntkatti, but as his korkar. The name 'khuntkatti' in this sense is, especially in the south-west, interchangeable with 'bhuinhari,' a term which however, is disappearing, as a special legal significance is now attached to it under Act II of 1869. Everywhere, then, among Mundaris in Porahat the local use of the term coincides with the definition of Mundari khuntkattidar in Act I of 1879, except that in the legal sense the possession of ancestral or personally reclaimed land in the village is essential (§ 268).

270. For an account of Mundari customs in pargana Porahat it is scarcely necessary to do more than refer to the authoritative memorandum by Messrs. Hoffmann and Lister in Appendix II to Mr. Carnduff's edition of Act I (B.C.) of 1879. The Mundaris of Porahat and Bandgaon like those of Ranchi occupied and owned the jungles long before the Raja of Porahat became their over-lord. Each kili had a clan country of its own (c.f. § 315), consisting of the area round its sasandiri within which it cultivated, no doubt by "daha" or jhuming. With an increase in the numbers of the clan, parties branched off, and founded new settlements within the area, and perhaps at the outset continued to bury in the original graveyard and even to take part in the sacrifices by which the village deities were propitiated in the name of the clan at the festivals by the patriarch of the village. Generally, however, the tie with the original village, unless the new foundation was close by, became gradually looser until in most cases the new community became quite separate. No new village can be established without a sacrifice of fowls and rice beer. The person who alone, or as leader of a party of kinsmen, took possession of or "acquired" a tract of jungle-land, performed the first worship of the silvan deities, and became the owner (or co-owner) as well as the spiritual head of the village. His original associates, if he had any, were co-owners with him, and corporate ownership of the village by all their descendants is the distinctive mark of the khuntkatti system among Mundaris. Innumerable genealogies show that in the oldest foundations at the outset the founder was himself both munda and pahān or "sacrificer"; and in a number of villages in Porahat the system has continued till the present day. A separation of functions has, however, taken place in most villages. In several cases it is quite recent, and if the pahān's family dies out, the munda, who is usually of the senior line, may as a bhuinhar again combine the two functions in himself. When a munda-pahān died, and his eldest son refused to undertake both positions, or the community found it undesirable that he should do so, he was permitted to choose whether he would be munda or pahān. As a rule, he preferred the mundaship, but not invariably, because the collection and payment of the tribute was rather a burden than a privilege. The second son then usually became pahān. After the separation of functions the son of the munda became munda, and the son of the pahān likewise succeeded his father. The emoluments of the mundaship, however, have recently become a consideration, and the result is that outsiders in collusion with the Manki or by fraud have in some cases obtained the mundaship, so that the munda is in such villages\* not a member of the original village family. On the other hand, a munda of the village kili who had no bhayad to whom

Meaning of khuntkatti among Mundaris.

Mundari customs.

Establishing a village.

The leading founder was usually both pahān and munda.

Then on a separation of functions the elder son usually became munda and a younger pahān.

\* The actual number of such cases is 23 in Khas Porahat, 4 in Bandgaon, and 20 in Anandpur.

he could pass the pahānship, has, in a few cases, on finding that he could not comfortably retain both positions, made a parja of another kili pahān without making him co-owner or giving him the privilege of sasandiri in the village. It follows that neither munda nor pahān is in virtue of his office or of his

In exceptional cases, munda or pahān, though a Mundari, is not necessarily a khuntkattidar of the village.

“khunt” (division into munda-khunt and pahān-khunt is of hardly any importance in Singhbhum except in a very few villages) indubitably of the original village family or a “khuntkattidar”

though the circumstances in which the munda is not a khuntkattidar of the village are exceptional, and those in which the pahān is not very exceptional. Claimants to khuntkatti, however, always make the pahān a defendant, and sometimes sole defendant, though he has no pecuniary interest in the matter and the pahān as well as the munda always appeared before us in matters

The position of the pahān.

connected with the village. If the munda was absent, the pahān appeared on his behalf. Munda

and pahān stand together for the ‘village authorities’ and it is only in recent times that the pahān’s connection with the secular side has been completely severed.

271. How the Raja of Porahat became over-lord of the Mundari pirs is not known. Probably the Mundaris voluntarily superimposed him as the Ranchi Mundaris according to tradition superimposed the Maharaja of Chutiā. It is quite certain, however, from Lieut.

Early history of the Mundari area in Singhbhum.

Tickell’s report of 1842 and other evidence, that at the outset and up to the confiscation he only

received a tribute from each village and that only when he could enforce it. Further the village communities, as Lieut. Tickell reports, even in theory “paid land rent not according to quantity of cultivation but were taxed at so much per village in respect of its size.” The members of the group were co-owners of the whole village area, and all contributed equally, usually in kind, “for no

Suzerainty of Raja of Porahat was probably voluntarily superimposed on themselves by the Mundaris,

cash circulated amongst them” even in 1858. The over-lord was in no sense the landlord, he was merely entitled to his tribute, and a very shadowy suzerainty. Major Ouseley had reported in 1839

“The Kols do not feel that the Raja has the power to enforce the payment of the revenue, consequently it is now more a matter of free will than compulsion if anything is paid,” and his statement, “This is the only part of the Kol country not under our direct management”, shows that he referred to the present Kolhan Pirs of Porahat. Many of the villages existed prior to the over-lordship, many others were originally offshoots or tolas of the same kili within or just beyond their own borders, often along the side of the same river.

who regard the country as theirs and who paid not rent but a tribute.

Many comparatively recent villages too were naturally founded without any consultation with the over-lord, since the Mundaris regard the country as theirs and not his, and did not doubt their

right to appropriate or “acquire” jungle to form a village. Wherever in recent times any consultation has taken place, it was with the Manki and neighbouring mundas who fixed the boundaries of the new village. All regarded the establishment of a new village beyond their own border with lively satisfaction, since the spread of cultivation had the effect of driving back

Raja was never consulted as to establishment of villages.

the wild beasts. In all cases the new foundation was established on the khuntkatti model of the Mundaris, the pioneer kili (or kilis) being co-

owners of the village, from whom alone munda and pahān may be chosen, (if there were two kilis, the functions of munda and pahān were usually separated at once, each kili taking one function whether they lived in the same or in separate tolas), who alone may have sasandiri in the village, and without whose permission no others may settle or reclaim within the boundaries of the village.

272. Under the definition of Mundari khuntkattidar in Act I (B.C.)

Legal definition of Mundari khuntkattidar.

of 1879 the essentials are as follow:

(1) Founder of the tenancy must be a Mundari.

(a). The founder of the tenancy must have been a Mundari by race. The name ‘Mundari’ is an English adjective, the value of which consists in avoiding the confusion with the word ‘munda’



which denotes the headman of a Mundari or Ho village, but it is only used of themselves, except perhaps in Tamar, by such of the tribe as have been much in contact with missionaries or the courts. The same race calls itself Bhumij in Manbhum and Dhalbhum, Horohonko (sons of men) and sometimes Mundari in the Five Parganas, Horohonko in the Konkpat or plateau of Ranchi, and Munda or Horo Munda in the Sonpur and Bassia parganas of that district.

Who are Mundaris?

In the Kolhan Pirs of Porahat and in Bandgaon the name is usually Horohonko, or Horoko (men) or even, in the south-west, the shorter form Hoko (which also denotes the Larka Hos of Porahat Pir, Kera and the Government Kolhan,) and in Anandpur, Ho Mundako or Horo Mundako (§ 314). Bhumijis and Mundaris in Tamar intermarry freely, but having adopted in their journey westward through Manbhum many Hindu customs, they will not intermarry with the Konkpat or Porahat people. Among the latter who doubtless advanced southwards from Hazaribagh, any one otherwise eligible may marry throughout the whole area—outside his own kili of course, as they are exogamous—unless one of the parties has become Hinduised to some extent or to a greater extent than the other. Mundaris do not marry with Hos. The distinction is very clear between the Buru Ho (Hill Man) as the Mundari is called and the so-called Larka Ho (Fighting Man) of Porahat

Pir and Kera, though we find in old papers, e.g., in Bandgaon, the former not infrequently spoken of as Larka Hos, and the ordinary muharrir at

Chaibassa calls them all Hos without distinction.\* But while the founder of the tenancy must be a Mundari, it does not follow that his descendants must be, provided they are legitimate. A Mundari khuntkattidar who is a Christian may marry a woman of another race, and his sons by her, though not pure Mundaris, are certainly Mundari khuntkattidars. Similarly the sons of a Mundari khuntkattidar who became a Kamar, by his Kamarin wife are his legitimate heirs, and as they have been continuously in possession of his ancestral lands and have sasandiri (though separate), they are Mundari khuntkattidars under the definition. The definition does not say that the descendants must be Mundaris, though of course they usually are.

Heirs male in the male line of a Mundari must not necessarily be pure Mundaris.

(b) The acquisition of

(§) Acquisition of the right to hold jungle-land:

in Ranchi and Anandpur,

(a) by purchase or grant, (b) by occupation.

had a free hand in it, tribute at most being payable. The khuntkatti status of a community of Mundaris who have been in possession of a jungle area which they had occupied for a term of years without any one's permission, which in fact they are *de facto* occupying as owners, is undoubted, having regard to the relation to the jungle of the Mundaris in Porahat and the tribute-receiver respectively. They have acquired a right to hold the jungle

Prior ownership is implied.

land. It is in deciding prior ownership that the Mundari custom of sasandiri becomes a practically infallible guide. The bones of a Mundari are never placed under a sasandiri in a village of which his kili is not the owner. Indeed the owners would prevent it as an infringement of their rights since their graveyard is their patta. A

The sasandiri test—only bhuihars have the privilege.

Mundari axiom is "Sasandiri may be granted, but may not be taken forcibly". The principle is that any cultivator in a village containing a Mundari graveyard who is a member of the kili to which that graveyard belongs is a khuntkattidar of the lands which his ancestors cleared. It is, however, found that members of the same kili have subsequently come to a village. Such persons are sometimes made co-owners but, unless made co-owners, they are not khuntkattidars even though they may be permitted to use the sasan of the village. In one case the co-owners called a person of their kili from

\* In the khations of Mr. Taylor, the Mundaris are variously described as Mundari, Munda, Ho and Kol.

another village and deliberately made him munda without making him co-owner, and as a matter of fact he does not bury in the village. The converse

All bhainbars do not exercise their right.

that a village is not the bhainbari or khuntkatti of a Mundari unless he buries in it, is of course not necessarily true, as he may have a khuntkatti right

in more than one village or may not have forsaken the original sasan of his ancestral village close at hand, nor set up a new one though entitled to do so. It is to be observed that mere burial in the village is not enough to prove that

What stones are sasandirikko?

a Mundari is a khuntkattidar, it must be permanent burial of the bones of adult dead who did not die

of unnatural causes—e.g., cholera or injuries by wild animals—under a flat stone set up with ceremony in the sasan of the village kili or with full permission in a new sasan. Standing memorial stones are of no evidentiary value as they may be erected by the roadside by parjas (cultivators who are not khuntkattidars) though they are sometimes set up by khuntkattidars also in addition to the flat stones, or in lieu of them in cases of unnatural deaths.

(c) The land must be *jungle-land*. There are traces in many parts of

(3) What constitutes 'jungle-land'?

Ranchi and Singhbhum of occupation by Saraks, but no one knows how many hundred years of

jungle intervened before the Mundaris took possession of the country and reclaimed the jungle. It is obvious that such a prior occupation would not constitute a bar to khuntkatti rights. Again, all cultivation till recent times was "jhuming" of gora. When through fear of wild beasts or snakes a kili deserted a village where there was nothing but gora, or when a pioneer came to prospect and as so often happened failed to establish a settlement, any clearing that had been made rapidly became jungle again, leaving generally not a trace of previous cultivation. Lines cut less than a year ago are now, I find, frequently indistinguishable from the rest of the jungle. The definition does not give any guidance as to the stage at which a deserted

After how long does a deserted village relapse into jungle-land?

village again becomes jungle land. It is clear that it need not necessarily be the forest primeval. A *jhapireni*, or reclearer, may come within the defini-

tion. That must be a question of fact in each particular case. Where, for instance, a village was deserted, and the Manki sowed sarson for a year in a part of it and then gave it to a candidate, the village had not become jungle land, but where the jungle land into which the village had lapsed had again to be cleared away and the new kili's claim to khuntkatti has long ago been recognised by neighbouring villagers at the setting up of a sasandiri, as justified by custom, the khuntkatti status is legitimately claimed. It may be remarked that "uncultivated land" in section 152(4) of the local Tenancy Act includes land which has gone out of cultivation—where such land in a whole village has become thick jungle the village is clearly jungle land.

If it be asked whether any Mundari parja who receives a piece of jungle—all unoccupied land is jungle in the Kolhan Pirs—with the object of cultivating it by members of his family, is not a khuntkattidar under the definition, the answer is that his status depends on the circumstances of the

Distinction between a khuntkattidari and a raiyati grant of jungle-land.

particular case. If for instance the grant partake of the nature and extent of a tenure rather than of a raiyat's holding and involves the right to set up

a sasandiri, implying practically an independent village, that is, belongs rather to the class mentioned in section 152(4) (a) than to that mentioned in section 152(4) (b) a Mundari khuntkattidari status would be granted. The words 'suitable portions' in the definition also show this distinction (see (d) below).

(d) The purpose for which the right to hold the jungle land must be acquired by the Mundari is "to bring suitable

(4) The purpose of the acquisition must be reclamation for cultivation by the reclamer personally or by males of his family.

portions thereof under cultivation by himself or by male members of his family." There are few cases in which in fact a Mundari has acquired

jungle land for any other purpose. A Mundari pioneer proceeds at once to make new cultivation and admits raiyats, if at all, only incidentally—usually to secure company in the village. The fact that he and his relatives always clear a considerable extent of the jungle clearly indicates his intention. Other

castes, particularly Rautias, take leases of jungle land, or "acquire" it by occupation for the purpose of settling raiyats on it, though incidentally they may themselves clear land.

The purpose must not be to set up as a landlord.

In the Kolhan Pirs of Porabat, indeed, this was not usually their object, but we have found several cases in Anandpur where the object was to set up as landlords. Rautias also not infrequently clear land in new villages by hired labour. "Suitable portions"

'Suitable portions' implies a quasi-tenure.

indicate the difference between the quasi-tenure-holder of a tract, and a raiyat who usually acquires land to bring the whole of it under cultivation. Who are the male members of his family? As a rule the Mundari who acquires jungle land as a cultivating tenure whether by occupation, or, as has happened more recently by deed, represents all the male members of his father's family, who are his colleagues and co-owners, and occasionally also one or more others who are his partners, colleagues and co-owners. All such associates are

Meaning of the term "male members of his family."

Mundari khuntkattidars. Not all their descendants, however, are, but only those in the male line. The case of the son-in-law is the commonest. A son-in-law unless specially adopted is a parja only, unless, of course, the son-in-law came at the outset as co-owner, as has sometimes happened, when the case is one in which two kilis united to establish the village. Similarly descendants in the female line are not Mundari khuntkattidars but parjas, though as a matter of fact most of the adoptions into the village family are adoptions of a son-in-law or a daughter's son of the munda or of a prominent bhaiyad.

(e) The definition divides Mundari khuntkattidars into two classes—

The two classes of Mundari khuntkattidars:

in both cases possession of land within the original tract is essential—

(1) the heirs male in the male line when in possession of "such land."

(a) the intact community or quasi-tenure-holder group (or rarely individual).

The expression used is intentionally very wide, and refer to the cases where the heirs male in the male line of the original Mundari or Mundaris (or any of such heirs) are in possession as corporate owners of the soil of the original land "acquired" or of much of it. Each of them has also his own individual lands. This class includes the "intact" villages in Ranchi and also most of those now referred to.

(2) descendants in the male line of the Mundari who acquired the jungle

(b) the "broken" khuntkattidars or quasi-raiyat.

land in respect of any portion of such land which has remained continuously in possession of such descendants—in respect in fact of their own personal tenancies in the original tract "acquired" by their ancestor. In this case the whole village is no longer held in common ownership, and the Mundari khuntkattidars of the village are owners only of their separate individual tenancies consisting of the cultivation reclaimed by their ancestors and by themselves and continuously held by a member of the family of the original reclaimer. Their original rights are in fact "broken" to a greater or less extent. Examples in Ranchi are many. Tirla in Bandgaon is also an example and there are about twenty such "broken" villages in Anandpur. As under the Act a Mundari khuntkattidari tenancy is advisedly pronounced to be "neither a tenure nor a holding,"\* no analogies should be drawn from the expressions "quasi-tenure-holder" and "quasi-raiyat," which may be coined to show roughly the distinction between the two classes mentioned above.

273. Adoption into the village community is recognised. It is very

Adoption into the village family.

uncommon in the south and west. Where practised it has the same effect as descent from a common ancestor. Adoption is of a formal character and infrequent. Relations on the female side are sometimes formally adopted and allowed to set up sasandiri, of course in a separate sasan as they are of a different kili, and

Adoption is expensive, formal and infrequent, but gives a Mundari khuntkattidari right.

very rarely are allowed sasandiri without formal adoption. In the former case they are Mundari khuntkattidars, in the latter case they are merely

\* It is most important to realise that this negative description of these tenancies was deliberately introduced to preclude the application of English or Indian case-law, which could only be disastrous to such primitive institutions.

parjas. Adoption involves a good deal of expense when the first stone is set up by the adopted person. He must feast the persons who bring the stone, and also the bhuinhars when the stone is set up, usually killing a cow called *sasan-gai*. Money is never given when the adopted person is of the same kili as the bhuinhars of the village, but eight or ten cows are sometimes taken in return for making an outsider co-owner with permission to clear jungle. The case where an outsider receives a block of jungle to make

into a separate village or tola and pays for the right, is different, as he is not adopted (§ 212). On the other hand, an outsider admitted into the village as a parja never pays for the right to clear a piece of jungle, and he may not have *sasandiri* in the village (§ 212). Adoption into the khuntkatti family was undoubtedly a necessity in earlier days and is a right now, but in this district where the rental of the village is not fixed in perpetuity it may lead to abuses. In the cases which I have come across, there was nothing to be said against the arrangement or against the grant of a mukarri lease both of which were

*bona fide* and anterior to any expectation of benefit from legislation. The position now is, however, that sale of khuntkatti right is possible, and a traffic in it may conceivably arise to the detriment of the rent-receiver.

274. By far the most usual case of Mundari khuntkatti in Porahat is the typical one where the village has been founded by one or more members of a single kili who have acquired the right to hold the jungle land for the purpose stated in the definition, have never deserted the village, and have their *sasandiris* there, there being no other *sasandiri* and no dispute, the zamindar or Manki admitting that the kili has founded and owns the village. This case presents no difficulties and the only further criterion for record as a Mundari khuntkattidar of any individual member of the kili who has *sasandiri* in the village, is present possession of ancestral or self-reclaimed land.

275. The following variations from the type are found:—

(a) When the original kili temporarily deserted the jungle land which they had acquired, usually from fear of wild beasts—the tiger or the snake in ancient times, more recently the wild elephants—but did not give up their connection with the village, in the graveyard in which they continued to bury in the interval between their flight and return. In determining whether they are Mundari khuntkattidars the definition must be applied to the state of things on their return. The case may be sub-divided into—

- (i) The case when they returned by themselves and re-established the village, which no one had “acquired” during their absence. They clearly satisfy the definition of Mundari khuntkattidar in the Act. In both cases they had prior (or rather, the only) possession of the jungle land.
- (ii) The case when they returned with Mundaris of another kili. The members of whichever kili came back as owners are Mundari khuntkattidars. If the two kilis came as co-owners, as is usually the case, both are Mundari khuntkattidars. The first kili would in any case continue to bury in its old graveyard in the village, but it is very improbable that the members of the kili returned to their old village as parjas of persons who arrived for the first time along with them. If the second kili came back simultaneously with the original kili as owner or co-owner, it is very likely to have *sasandiri* in the village, unless of course the members are Christian or have *sasan* in an adjacent village, and conversely the possession of a *sasandiri* is, especially in such circumstances, *prima facie* evidence that the kili which set it up has a khuntkatti right in the village.
- (iii) When the original kili returns after a second kili (or even non Mundaris) have occupied the deserted village. The test as to the original kili is again the state of things at the time of their

return. If they returned as co-owners, they are khuntkattidars, and if one of them is pahan of the village they almost certainly came back as co-owners even when the person who occupied their deserted village during their absence was a diku. Other evidence that they came back as co-owners is found in their being permitted to take their old lands. But if they came back in a subordinate position and merely settled as parjas, they clearly did not acquire the right to hold the jungle land and they are not entitled to be entered as khuntkattidars. It might be urged that even in this case they would come in under clause (i) of the definition since it says nothing of the continuity. It appears to me however that "such land" in this sub-clause refers to the whole area of jungle land (or at least to a large part of it, as in the village where the bhuhars gave one-third of the village to a diku and making him munda of the whole retained two-thirds for themselves) the right to which was acquired, and is opposed to the "portions of such land" provided for in sub-clause (ii), that in fact the two clauses refer respectively to the corporate ownership of the bhuyads of the village which is intact in the sense that the common ownership of the village remains, and to the personal tenancies of khuntkattidars in broken khuntkatti villages. As to the kili which came in the interval, there can be no doubt that they have acquired the right to hold the land with the purpose described in the definition. In all probability too the land was jungle land, for until recently only goras were made, and all trace of them very speedily disappears. Their case is all the stronger, if they have set up sasandiris, since thereby they have shown that they regard themselves as owners of the village and assert that it is their bhuhari.

- (iv) The case where a man merely came and prospected and then departed without establishing a village or setting up sasandiri leaving little or no trace needs no discussion. There is no bar to another kili obtaining a khuntkatti right.
- (v) The case where a second kili occupies the village where there is a sasandiri and as in Jatarna does not relinquish its former sasan in another village, is doubtful. The definition seems to be fulfilled but, on the other hand, while sasandiri is of course not essential, still the absence of it in such a case raises suspicion as to the intention of the persons who acquired the jungle land and as to whether the village had actually relapsed into jungle.

(b) Where there are otherwise two graveyards in the village. As I have already suggested, the existence of a sasandiri, once it has been ascertained to cover the ashes of the ancestor of a claimant to khuntkatti and has not been shown to have been forcibly or fraudulently set up, is practically conclusive proof that in popular estimation at least, and in his own view, the claimant is a khuntkattidar of the village. Members of kilis which have their graveyards in the village, not merely one recent stone, are almost certainly real khuntkattidars, though the converse is not necessarily true. Though comparatively rare it is not contrary to Mundari custom especially in Bandgaon and the north and east of Khas Porahat to have more than one sasandiri in the village.

- (i) The first case which meets one is when the same kili has more than one sasan in the village. This has occurred because the tree, under which the first sasan was situated, has died, or the sasan became too full, or there are two tolas within one mauza. It is not common but it is also not suspicious unless there is a dispute.
- (ii) Where members of two kilis together founded a village in comparatively recent times, one becoming the munda, and one the pahan. There is nothing in custom or in the definition to preclude two kilis from uniting to found a village and it is often done by men of different kilis connected by marriage. They acquire the jungle together and are co-owners. Sometimes only one kili sets up a sasandiri, but all concerned admit that the other also may do so at pleasure. Both kilis satisfy the definition.

- (iii) Where one kili preceded the other in occupying the village. Formerly when it was difficult to maintain a settlement the original settler in the jungle admitted a man or two of another kili as sharers in the lands and to have sasan. Cases of this nature are found at the present day. It is of course a question of evidence, but it must not be forgotten that the onus should lie on persons who say an old sasandiri was not legitimately set up. Those who willingly admitted other kilis as co-owners in troublous times are not unlikely to dispute their legitimate claims now.
- (iv) In old villages, it is impossible to say which kili came first. Where both have sasans of great antiquity, set up as in Bandgaon before the zamindar came on the scene, it must be assumed that both kilis were co-owners of the village. In one village in Bandgan there are three very old sasans—one in one tola and two in the other. Probably the second kili which has one sasan duly came in by adoption by the other kili which owns the other two sasans. But in most old cases two kilis must have joined to form the village. Conquest or degradation of one kili by another is also possible in which case the second kili as they acquired the jungle land are also Mundari khuntkattidars.
- (v) Where two or more separate settlements of different kilis have been placed, more or less arbitrarily, in one fiscal unit. In this case the members of the kili which founded each settlement are khuntkattidars of that settlement or tola. The two settlements being now regarded as one village, the members of each kili may generally cultivate waste in both tolas and therefore have not in practice exclusive right to extend cultivation within the ambit of their own original jungle land. Even so, they would certainly come in under sub-clause (ii) of the definition in respect of their own ancestral lands. Where they (with their parjas) have still exclusive right, they would come in under sub-clause (i) also. But as the village must be looked on as an amalgamation, the combined kilis are really khuntkattidars and khuntkatti group of the whole village.
- (vi) In two cases, the graveyard of a vanished kili has been put forward as a bar to khuntkatti of successors though the latter also had very old graveyards. The case where the second kili has not set up a sasan has been discussed in (a) (v) *ante*. There is, as I have already said, no absolute bar in previous occupation. It is purely a question of evidence whether the land, a 'right to hold' which was acquired, had lapsed to jungle and become 'jungle-land.' If it had — and the presence of a second sasan set up by the present kili with more stones than one or two, is strong evidence of the fact—the later kili is also entitled to the khuntkattidari status.
- (vii) Sometimes there is a dispute between the kilis which have sasandiri in the village. It is alleged by the earlier kili that the later kili set up the stones zabardasti. Now it is a principle of the Mundaris that while the khuntkatti status may be acquired by grant, it may not be acquired by force. Two years ago a man seeing that he had not been recorded at the survey as in possession of any lands in his ancestral village, set up without permission a single sasandiri in the village where he is a parja, and the munda of which is a minor! All smiled at his pretensions. On the other hand in three villages in Lagura, the mundaship has passed from the original kili. In one of those cases, the original kili freely allowed that they had admitted the munda to co-ownership and had, to use their own phrase, given him one of their stones, but the others said that the Manki had colluded with the later kilis to make them mundas and then had assisted them to set up sasandiri by force. These two cases may be similar to those mentioned by Messrs. Hoffmann and Lister, but as in one of them the original kili had a land dispute with the munda, and in the other the original kili desired to get

the mundaship back, it is probable that the objection was not *bonâ fide*. Such adoption, however, is formal, and strict proof of it has been taken in each case (*cf.* page xxiii of Messrs. Hoffmaun and Lister's note).

(c) Some Mundaris are khuntkattidars of two or more villages, as they fulfil the definition in both. (1) Partitions of a large khuntkatti village for fiscal purposes must of course be ignored, since the khuntkattidars were not responsible for the division and have the same khuntkattidari status in all parts of what is, as far as they are concerned, still one area. (2) Sometimes one branch of a village family makes a separate 'basti' within the area either with or without a separate sasan, but the members of it cultivate in both portions and may bury in either. The members of that branch are Mundari khuntkattidars of both portions of their ancestral village whether the newly opened out portion has been made a separate mauza for fiscal purposes or not. (3) Again, a branch of a village family acquires adjacent jungle and establishes a new village thereon, but retains the ancestral lands and occasionally their residence in the old village as in the cases of the founders of Tumrung and Kerabassa. In such cases a bhayad who cultivates in his ancestral village and in the new village which he has joined in establishing, is a Mundari khuntkattidar of both. Thus, in the group of five successive villages of one family, of which Songra is the second, there is no reason why a bhayad should not be a Mundari khuntkattidar of at least four of the villages as they are extensions or offshoots of the original foundation.

(d) In some cases, a Mundari has acquired the jungle land with a man of another caste. There are parallels to this in Ranchi. In Chinibari the other man was a Christian Ho, and he and the Mundari Christians divided the total jungle in precisely the same way as Mundari khuntkattidars in Durka Pir and in Hututua Pir have done in many villages, each sharer having full liberty to cultivate in his own share, but being unable to introduce an outsider without the consent of the other sharers. In one other case, the headman, a Rautia, and the Mundaris established the village together as co-owners. In a third the Mundaris deserted the village and returned with a Rautia whom they made headman with a gift of one-third of the jungle while retaining full rights in the remainder.

(e) In Christian villages there are of course properly no sasandiris. The villages are modern, and the bond of union was generally religion and not kinship, though frequently the original settlers were relatives by marriage. In such cases the definition has been followed, the original Mundaris who acquired the right to hold the jungle being recorded with their male descendants in the male line. Numerous difficulties arise in such cases, *e.g.*, in Bandu\* where there are numerous tolas, and claimants of different kilis give contradictory accounts of the method of resettlement of the deserted area now included in that large village.

(f) In one or two cases, a claim is made that a man whose sasandiri is in a village adjacent to that in which he cultivates, is a khuntkattidar of the latter village, on the ground that originally both were one piece of jungle belonging to his kili which had khuntkatti rights over the whole of it, and that the existing boundaries are of later date. Such claims, though in some cases not unreasonable, are difficult to substantiate by evidence (*cf.* §315).

276. I may here briefly summarise the history of the Mundari villages and the present rights exercised by the tenants. The Mundaris of the Porahat pargana were doubtless as in Ranchi the original inhabitants of the pargana before the advent of the Rajas. Even if the Raj of Porahat was established in the Sadant Pirs while the Mundari pirs were virgin forest and the Mundari pirs were colonised later from the north, it must have been done with-

Where the same Mundari is a Mundari khuntkattidar of two or more villages.

Where a Mundari has founded a village in equal association with a Ho or diku.

Villages established by Christian Mundaris.

Where a claimant's sasandiri is in an adjacent village.

Summary of history of origin of Mundari villages in Porahat.

\* Of the total number of civil suits under section 160, Act I (B.C.) of 1879, *viz.*, 8 from 6 villages, 3 were from this village, four others also from Khas Porahat and one (§ 426) from Bandgaon. All were claims to the states. My finding was upheld in every case. The zamindars brought no suits.



out the Raja's knowledge or consent. The forests were not effectively occupied at any time, they were of no value as property, and there was no definite dividing line between them and the rest of the Mundari country. The settlers in either case were owners of the soil by long and peaceful occupation. Their method of settlement was by village communities usually of one kili or

clan, all having equal rights, joint ownership, common worship, and a graveyard, the setting up of which represented the claim of the village

family to ownership of the soil as against all others, and the right to set up a stone in which belonged exclusively to members of the kili as the owners of the soil. At a later stage, in the more accessible pirs at least, the Mundaris voluntarily acknowledged the overlordship of the Raja of Porahat, and paid him nominal salamis at his religious festivals. The traditions of the race in Ranchi go to show that the idea of an overlord is not foreign to them. To

suppose that the Raja of Porahat took tribute by right of conquest is impossible—he could not have subjugated them in the midst of their forests even if it had been worth his while to do so. Major Ouseley, Agent to the Governor-General, reported in 1839 as regards the Kolhan Pirs and Bandgaon: "This is the only part of the Kol country not under our direct management" and "The Kols do not feel that the Raja has the power to enforce the payment of the revenue, consequently it is now more a matter of free will than compulsion if anything is paid."

277. Any clear account of what was originally paid is now impossible.

The life of a Mundari is very short. Tradition is however clear in one point. Whatever was rendered was a fixed amount in kind for the whole village, whether it consisted of the brooms and mats of the northern villages, or the contribution from the accessible Durka villages of salt and cocoons from the jungle at the Gomha, urid at the Mahakar, or rice at the Dasahara, with a dasahara salami from the munda of a goat or, in lieu of it, of eight annas, the "trifling peshkash" spoken of by Lieutenant Tickell (§ 46). The munda collected an equal contribution from all villagers. All this coincides with the account of Lieutenant Tickell in 1842. He remarks that the aboriginal "villages bordering on Singhbhum (Porahat) paid land rent to their several zamindars not according to quantity of cultivation (as in the Sadant Pirs) but were taxed at so much per village in respect to its size." All they gave was occasionally some trifling peshkash or nominal tribute. Again from the Anandpur lists of 1857 and 1859 (§ 291), we find that the contribution of all aboriginal villages before cash was taken on the ploughs, was a certain number of maunds of grain, a goat and, in 1859, some cocoons. There was no 'mangan' and no services were rendered. Even in 1858 Captain Dalton remarked that "in the Kol pirs (of Porahat) the rent levied was paid chiefly in kind as no money circulates among them," and they were placed by him for administrative and revenue purposes on a level with the backward Saranda Pir in the Kolhan.

278. There can, I think, be no doubt that originally the position in Porahat

was exactly the same as in Ranchi. There too, according to tradition, villages paid the Raja a fixed rent in kind. It must have been in kind because there was little cash in the country. "Within the memory of some old people," writes Father Hoffman, "the Manki-patis paid each in kind ghi, hawks, a goat for puja, urid, rice." When, however, the Maharaja had to arrange for the Government revenue in

cash, contributions in kind were of little use for the purpose and his subordinate Rajas and Thakurs in turn were compelled to pay in cash, so that the payment in kind made to them was also commuted to the cash-quit-rent which is now distinctive of such villages. In Porahat on

the other hand there was no Government revenue except the tribute of Rs. 101 imposed by Major Roughsedge on Raja Gansham Singh in 1818, a sum made up by the cash-rent which Major Roughsedge made the Bandgaon tenure-holder pay for the first time to the Raja of Porahat.—The result in Bandgaon itself was that the tenure-holder was forced to interfere with the rights of khuntkattidars whose

No commutation to cash-quit-rent in Porahat.

contribution in kind it was his sole right to enjoy, and when they would not pay the plough-tax in cash then introduced in Porahat on the analogy of the Kolhan Hos, he called in Rautias, whose interference with khuntkatti rights roused the khuntkattidars to defend their rights in Dasai Manki's insurrection (1832-1836). Now whatever the original system in Porahat, the system in Bandgaon was certainly the same as in Ranchi. As it was extremely inaccessible from Porahat, the authority of the Raja of Porahat must have been of the

Plough tax in Bandgaon from 1821.

most shadowy kind, and it was probably for this reason that he gave the ancestors of Jagmohan Singh the right to whatever contribution he, as Raja, was entitled to. The villages in Bandgaon are very old and known genealogies go back in many instances for generations beyond the era of the earliest ancestor of the present zamindar who settled there.—Since then no revenue was payable by the Raja of Porahat, it was unnecessary for him to commute the payments in kind to a cash-quit-rent as in Ranchi.

279. In 1839 the Porahat Raja became a ward of Government and an attempt was made to place the revenue on a sound basis. Hitherto the con-

And in Kolhan Pirs from 1841.

tribution of the aboriginals had been more a matter of free will than compulsion (§276). A plough-tax was now substituted for the fixed payment in kind which had in spite of attempts in 1821 to change it, persisted in the Kolhan Pirs of Porahat. No change in the character of the tenancy was involved in the change in the method of assessment, and as no interference with the internal management

Rights of khuntkattidars not affected thereby.

of the village occurred and no claim was made to jungle or waste land, the position of khuntkattidars with respect to corporate ownership of the soil was not affected. Indeed though the tax was nominally individual, it was really corporate, the representative of the community being responsible and in the absence of supervision, assessing the tax as the bhaiyads thought proper. If it be argued that the village kili was thus placed on a level with parjas, the reply is that there were hardly any parjas, and where they existed, though theoretically they were subordinate to the khuntkatti kili, the conditions were such that the owners of the village were as yet not strong enough to impose upon them more than an equal share of the burdens of the village, still less to shift the burden on to them entirely. The consent of the brotherhood was necessary to their admission, but with so much jungle available, parjas were scarcely likely to accept onerous pecuniary conditions

No change as to parjas.

in addition to the nominal subordination in which they acquiesced. In Ranchi also, I suspect, the parja who even now only begins to pay rent when he holds don, if he existed when there was only upland in the village paid equally with the other bhaiyads, though as in Porahat he was never, except in this one point, their equal. There was thus no alteration in the practice in regard to parjas. Neither then nor for long afterwards did the brotherhood suspect that rights which they considered a matter of course were in jeopardy owing to insufficient knowledge of the country on the part of officials.

280. The same remark applies to a second change in the method of assess-

Assessment on embanked lands introduced in 1880.

ment, the substitution in 1880 in the Kolhan Pirs for the plough tax of the system, native to and familiar in the Sadant Pirs, of assessment on embanked lands, which had been voluntarily submitted to in Bandgaon in 1860 as successive enhancements of the plough tax to Rs. 4 had become irksome in that estate. The analogy of the measurement of the Government Kolhan in 1867 probably went far towards accustoming the Mundaris to the idea of assessment on embanked lands. In the Resolution on that settlement I find the noteworthy remark of the Board of Revenue: "Ten years ago the mere mention of the measurement of their (the Hos') lands would have caused much excitement and discontent." Clearly the idea of the joint responsibility of the village community was responsible for the feeling among

Formation of reserved jungle, 1850.

the Hos. The reservation was the one great encroachment on khuntkatti rights in Khas Porahat. However, it affected by no means all villages and not many of those now existing. As regards other matters, the position of the Mundari communities

remained the same as before. But when the reservation of the jungle came, and with it the evictions, the infringement of their ancient customary right was obvious even to them, and was immediately resented.\* They made light of their pattas from the rent receiver, and, to use the words of the Joint Forest Settlement Report, protested that "the memorial stones of their ancestors were their pattas." In the villages of the estate which were left outside the

No interference with jungle rights in villages outside the reserve.

them of cultivating himself or of settling waste lands.

281. At the date of the grant of the estate then, while Government under a misconception regarded itself as owner of the soil, it had, so far as the existing villages are concerned, only exercised such a right by once measuring and assessing embanked lands. Now it must not be forgotten that the

Position of the zamindar before and in 1895.

position of Government was an extremely difficult one for the aboriginal to comprehend. The Deputy Commissioner was in one capacity Feudatory Chief, at another time representative of Government, the zamindar, and again ruler of a non-regulation district in British India. The new method of assessment of the old tribute was to the mind of the aboriginal an act of State and only on that account acquiesced in, so that it is not a precedent in British India. It is absurd to hold in regard to the ownership of the village that the village group

The village group had seen no implication of an assertion of ownership of the soil in the new method of assessment.

is bound by an implied claim, the significance of which escaped them but which, when comprehended by them on being put into practice in neighbouring villages during the reservation of the jungle, was at once bitterly resented. As regards the internal management there was not the slightest interference with it, if we except the very occasional ejection of

No interference with the internal management of the communities.

mundas who were entrusted with police powers and had therefore to be controlled to a certain extent by the State in its executive capacity. And indeed such cases were so rare—three in all, I think, in 38 years—as to be practically negligible. Moreover in all three a bhaiyad succeeded so that it was not difficult for the community to acquiesce in what appeared an act of State. After a munda had died his successor's name was hardly ever reported. Since the grant of Khas Porahat to the zamindar rights in jungle and waste have not altered as they had in 1894 become protected forest without prejudice to existing rights of communities and individuals. Such sale as has since taken place of dry poles ringed in reclamation has never been for revenue (which Government, having secured the reserves for itself, considered contrary to the

No alteration in jungle rights possible since 1894.

rights of its tenants), but to prevent economic waste, the consent of the villagers being required (see Chapter X). In reality the income thus derived is at most an equivalent for expenses of management by the Forest Department. In Bandgaon where there had been no reservation, and rights of tenants to jungle produce are admitted, a recent claim to ownership of the jungle by the tenure-holder has been deeply resented and never acquiesced in. In Khas Porahat villages the only subsequent innovations are an exaction of dasahara salami and goat in return for a sirpa and food, taken by the zamindar, so he avers, to avoid loss of prestige, a "benevolence" of a year's rent when he

Nor in the rights of Mundari khuntkattidars owing to illegal demands of the zamindar after 1865.

arrived in 1896, a practically unsuccessful claim to trade taxes and a demand in some areas on one occasion of a rent for lac-producing trees which was refused in some cases and which where it was paid, was bitterly resented and paid under threat and *force majeure*. All these are admittedly novel claims, all of them are absolutely illegal exactions even in the cases of ordinary raiyats, and none have been voluntarily paid. In view of the present record of rights,

\* The reservation created a general feeling of dissatisfaction and distrust of Government which it will take long to live down. The tenants evicted—that is what it came to—from a number of villages lost their khuntkatti status for which no grant of raiyati lands elsewhere could compensate them. Now when the law understands and recognises their khuntkatti status they clamour that something should be done for them. The opposition to the demarcation of protected forests is due to the fear that eventually the tenants will be excluded from them, and I strongly urge here also that no restrictions should be placed on the use of the jungle at least by the residents of the village where it lies, except such as are necessary to prevent its total destruction.

they count merely as claims and they are all rejected. At the recent rent settlement, the assessment of goras was sanctioned at a nominal rent not so as to derogate from the tenants' rights, - but expressly with a view to make the holders' rights indisputable. In the survey, however, a few abandoned tanks and some kudar lands have, it should be mentioned, been erroneously recorded in the name of the zamindar (§§102, 153).

282. Now in a Mundari khuntkattidari intact village the essential incident is the co-ownership of the soil, not as in a Bengal tenure, the fixed rent. Non-enhancement is not a necessary characteristic of khuntkatti. Section 154, Act I (B.C.) of 1879, itself recognises enhancement in certain circumstances and so does section 19 of the same Act. Again a change in the

The essential characteristic of the intact Mundari khuntkatti village is not fixed rent but corporate ownership.

method of assessment in no way alters the character of the tenancy. In many broken khuntkatti tenancies in Ranchi, the rent of a khuntkattidar's personal tenancy has in fact been enhanced, but it does not follow that a tenancy is "broken" merely because the rent has been enhanced. The same might occur if some of the lands of a village paying a quit-rent went out of cultivation or if some of the cultivating members of the group died without heirs. The difference lies in the fact that in the broken village the Mundari khuntkattidar, whether his rent has been enhanced or not, or whatever the method of assessment of rent on it is, is not any longer co-owner of the village, whereas the bhaiyad in the intact village is co-owner, whether his quota rise or fall and whatever be the method of assessment adopted. Thus it does not follow because the method of assessment of the rent of their villages has been changed and the rent itself has been enhanced that the Mundari khuntkattidari communities of Porahat and Bandgaon are not intact.

Effect of recording a tenant as a Mundari khuntkattidar.

283. I have been leading up to the question of the effect of recording a tenant in Porahat as a Mundari khuntkattidar—

- (a) Of course certain rights and privileges of his are recognised by positive law under Act V of 1903 amending Act I (B. C.) of 1879.

(a) Rights declared by law.

The tenancy is practically inalienable, the rent non-enhancible unless the tenancy was founded within twenty years when half the rates which an occupancy raiyat would pay are chargeable, and arrears of rent are recoverable by certificate procedure, if there has been a record of rights under Chapter X of Act VIII of 1885 (see also §208).

- (b) Again he has all the special rights which are shown in the record of rights (see Chapters VI and VIII) as belonging by custom to Mundari khuntkattidars in respect of the

(b) Special rights shown in the record-of-rights.

mankiship, which must be held by a khuntkattidar, of the mundaship of his own village, to which he has in all cases a prior right of reversion over parjas, and of a preference in the matter of waste and vacant lands, in regard to making bāndhs, planting trees, and other matters.

- (c) The most important point, however, is whether the Mundari khuntkatti villages in Porahat are to be considered as practically intact or utterly broken. Do the Mundari khuntkattidars form a corporation which owns the village (or in a few instances a considerable section of it) and consequently come under sub-clause (i) of the definition, or does a Mundari khuntkattidar's right extend only to the area of his own personal cultivation under sub-clause (ii) of the definition?

(c) Are they intact communities or broken individual tenants?

This question is of great importance in determining the rent leviable on new cultivation prepared by a Mundari khuntkattidar in his village, especially since in Porahat new cultivation is not held after the first few years—the term of a

That is, on what principles is their new reclamation to be assessed?

new cultivation prepared by a Mundari khuntkattidar in his village, especially since in Porahat new cultivation is not held after the first few years—the term of a

settlement at the utmost—at a privileged rate. To begin with,

The typical village. . . I deal with a typical village, one kili to which munda and pahan belong, one graveyard and (although in a few villages all cultivation belongs to the village family) some parjas. *Prima facie* the intact village if it exists in Porahat must differ in at least one respect from the Ranchi intact village (§ 278). Both originally paid a fixed rent in kind proportionate to their size. The latter has now

Distinction between Porahat and Ranchi villages (§§ 278-280).

its fixed cash-quit-rent. In Porahat the development from a fixed rent in kind on the village has proceeded on different lines and the principle of individual cash assessment on the basis of wealth in land has been stereotyped. But this is not an innovation, as in Ranchi also "the amount of a man's subscription no doubt originally corresponded with the share of the cultivated lands which he inherited" (Hoffmann and Lister in Carnduff's Chota Nagpur Tenancy Act, p. xx). In Ranchi such

(i) A bhaiyad pays a fixed quota in Ranchi, irrespective of the land he now holds, while in Porahat his contribution corresponds to his cultivation.

correspondence has ceased to exist, but in Porahat a man's share of the village contribution is periodically readjusted to correspond with his share in the cultivated lands within

the village. Again the rate of rent of a parja in a khuntkatti village in Porahat is not greater than that of a khuntkattidar. But originally this was doubtless the same in both districts (§ 279)—the difference is almost certainly due to the difference in competi-

(ii) Position of the parjas.

tion for land, which was greater in Ranchi than in Porahat where indeed the competition was rather for parjas to dwell with the bhaiyads in the jungle—and a parja in Porahat, though in practice the consent of the bhaiyads to many things is tacitly taken for granted, still theoretically requires it and admits his own status to be inferior to that of members of the kili which alone has sasandiri and which supplies munda and pahan. It is, I think, doubtful whether the Porahat system is not the original one and a survival rather than an innovation. Thus, the two differences

The typical Porahat Mundari khuntkatti community is an intact group.

between the intact village in Ranchi and the typical village in Porahat are merely differences in development, and the Porahat village is probably closer in both respects to the original model. In particular it possesses the essential characteristic of an intact village, namely, corporate ownership (§ 280). The typical Porahat Mundari khuntkatti community is clearly an intact group widely different from Mundari khuntkattidars in broken villages.

284. The Mundari khuntkatti village in pargana Porahat approximates far more closely to the type of intact khuntkatti village in Ranchi than to the broken village there or in Anandpur where the khuntkattidar has been degraded practically to the position of a raiyat. There is only one village

Wide distinction between broken khuntkatti villages and the typical villages of Khas Porahat and Bandgaon.

in Khas Porahat and Bandgaon which is similar to the Ranchi 'broken' village, and that is Tirla in Bandgaon where the tenure-holder having been made headman by Government has succeeded in stopping all reclamation of waste and jungle without his permission.

(1) In all the other villages of Khas Porahat and Bandgaon where there are Mundari khuntkattidars the landlord has never had the slightest right of interference within the boundaries of the existing village. As to the rare cases already mentioned (§ 281) where the executive at the time when Government was zamindar and during the Birsa disturbances interfered for political reasons with the mundaship, the right of the khuntkatti family has been recognised in both cases, for bhaiyals succeeded in the former

cases, and the mundas ejected over the Birsa rising or their sons are now again mundas as they and their bhayads steadfastly refused to relinquish their khuntkatti rights in this matter (§ 198).

- (2) In Porahat and Bandgaon the Mundari khuntkattidars, and in practice in most villages along with them the old raiyats whom they have admitted, have the right to extend cultivation at will, to make bāndhs, plant trees and otherwise use the waste and jungle for grazing, minerals, threshing floors, &c., after, as a rule, a preliminary consultation among themselves. In some cases they have divided all the waste land or jungle among themselves and free extension is limited by this apportionment but by it only.
- (3) In all cases they have an unrestricted right to the use of all jungle produce and, save in some southern villages, have long exercised a right of sale of sabai, mahua, chop, fibre, ploughs and other agricultural implements and bamboos at Bandgaon, Pindīng, and the Ranchi hāts.
- (4) They also in conference with the munda decide as a community whether a new *parja* may be admitted to the village or be permitted to exercise any of the rights mentioned above and similarly they make settlement of vacant lands (§ 265).
- (5) The munda is everywhere merely *primus inter pares*. He has never been able to aggrandise himself at the expense of his bhayads, and though the patta issued to him by the zamindar, being by a mistake in the sadant form, has since 1880 invited him to take rent for new cultivation, he has never done so in a single village. He recognises the corporate ownership of the village by himself and others and never considers himself as the representative of the rent-receiver though it might be much to his immediate personal interest to do so.
- (6) The communities in Porahat have as wide rights in connection with selection of a munda as the group of bhayads in an intact village in Ranchi, whereas in a broken village they have nothing to do with the selection of the person who is entitled to collect their rents.

The distinction between such villages where the community exercises all rights of management and 'broken' villages where, as in Ranchi, a diku or a munda who has aggrandised himself is owner of the soil and disposes of lands as he pleases, is too obvious to require further remark. In fact, apart from the measurement and assessment of lands (an extension probably as already indicated of the old principle of rateable assessment with joint ownership) the right of absolute ownership of the village communities has practically been broken down in no single particular. In all other respects their rights within their recognised boundaries are as intact as ever: outside those boundaries they have been limited as regards the reserved forest but not otherwise.

285. In these circumstances it appears to me that the village community in Khas Porahat and Bandgaon is still by right full owner of the soil, the only modification being that the form\* which taxation or the tribute has now taken is that the receiver of it periodically measures and assesses occupied lands.†

It follows that as the Mundari village communities are the owners of the soil, any waste land which a Mundari khuntkattidar may hereafter

\* Such a peculiar form of taxation is incompatible with the position of a private person and in his hands opposed to the rights of the owners of the village under the khuntkatti system. The confusion of ideas which rendered the *impasse* possible arose as usual from the assumption that the position of Government was the same in regard to the Kolhan Pirs as in regard to the Sadant Pirs. Even the present zamindar recognises that his rights are different in the two classes of pirs but without well understanding how. In the Sadant Pirs the Raja of Porahat and Government after him were receivers from the communities of a rent assessed on the cultivated areas, in the Kolhan Pirs again they were receivers of a tribute paid by the village communities who own the soil. Government has now conveyed to a private person its right to rent in the Sadant Pirs and also, under a misapprehension, its right to tribute in the Kolhan Pirs, but this does not change the zamindar's right to a certain charge on the village into ownership of the soil of the village nor in any way adversely affect the rights of the actual owners of the soil.

† For the principles whereby the rate of rent is assessed see § 44, and for the privileged rate in the Kolhan Pirs of Porahat see § 209.

reclaim is a portion of his Mundari khuntkattidari tenancy and as such,

The Mundari khuntkattidar in the typical village is entitled to hold any present or future reclamation at the Mundari khuntkatti rates of his village.

is not liable to pay rent at a higher rate than the khuntkatti lands which he now holds.] The waste of the village is as much his property as land which he at present cultivates, the only difference being that under the system in force he pays rent for one and not for the other. (In Ranchi a cultivator pays rent on his don, but in the matter of ownership is just as much owner of his *lagan tanr* as of his don.) The Mundari khuntkattidar may break new land without permission and that itself implies ownership. In the villages where he consults with his *bhaiyads* before appropriating for reclamation any of the waste it is merely to obviate future disputes among the corporate owners of the waste, and in those cases the *consultation* is clearly distinguishable from the *permission* necessary in the case of a new *raiya* (§ 211). In short whenever he chooses to occupy the unoccupied land which is his khuntkatti the only rent which he requires to pay is at most the Mundari khuntkattidari rate of the village. The position is very different from broken khuntkatti villages in Ranchi. There new low-rice-lands prepared by broken Mundari khuntkattidars are entered as their *korkar*! a term which implies that they are *raiya*.

In the few broken villages, it is, as in Ranchi, his *raiya* (*korkar*) land. With that view I have no quarrel when it is not extended beyond broken villages, a class of which a few examples are found in this *pargana* in Tirla and

the villages containing Mundari khuntkattidars which are now held by non-Mundari headmen in Anandpur. In all such broken villages permission is necessary to make new cultivation and Mundari khuntkattidars have no preference over *raiya*s in the settlement of waste or jungle lands, in short the khuntkattidars are *quasi-raiya*s whom Act V of 1903 found in no way distinguished in practice from ordinary *raiya*s and their only special privileges are those recognised by law as appertaining to their status. On the other hand, in the typical Mundari khuntkatti village in Khas Porahat and Bandgaon, the *bhaiyads* are still in fact as well as in theory, the corporate owners of the village including the waste which they administer precisely as the *bhaiyads* in 'quit-rent' villages do in Ranchi and not only of their own individual cultivated lands. Moreover the Mundari khuntkattidars as a body in such villages have the first claim to the waste, and to all vacant lands (after the preceding cultivator's relatives, of course) exactly as in intact villages in Ranchi; while in Tirla and the broken villages of Anandpur and Ranchi, they have only an equal claim with other cultivators of the village. It seems to me therefore that the Mundari khuntkattidars of the typical village are in the words of sub-clause (i) of the definition "in possession of such land" that is the jungle land which

The typical village in Porahat comes under sub-clause (i) of the definition.

they or their ancestors originally acquired, and which is now the cultivated and uncultivated area of their village, and that they constitute an intact khuntkattidari community, though of a somewhat different type from the intact khuntkatti village in Ranchi. It is clear therefore that the new cultivation of a member of the village family in such villages is part of his Mundari khuntkattidari tenancy, and not *raiya* land.

286. Again it is quite impracticable in Porahat, except in the broken villages, to fix a limit and say that from such and such a date all new lands reclaimed are *raiya* and not a portion of the khuntkattidari tenancy. To quote Mr. Moberly's words, "what date could possibly be fixed?" The rights over the waste lands and over the whole village have never altered. The only conceivable dates are 1880, a time when the co-owners never suspected

There could be no possible dividing line between khuntkattidari and *raiya*.

that a change in the method of assessment could by implication put their rights in jeopardy, or 1903 from which the recent rent assessment took effect, which as it did not enhance rates would be absurd. The only alternative to treating all new land made by a Mundari khuntkattidar of the typical Porahat village as khuntkattidari land with a khuntkattidari rent is to record no one at all as a Mundari khuntkattidar, a course which in view of the definition and history of the villages is out of the question. All such



The new reclamation of a Mundari khuntkattidar in the typical Porahat village is a part of his existing tenancy, and is assessable accordingly.

Section 154 (1) (b) of the Chota Nagpur Tenancy Act, and liable to assessment under Section 154 (2) at a rate not exceeding half the rent which would be payable for it if it were held by a raiyat having a right of occupancy, as he is already co-owner of the waste of his village. To say that the reclamer has "acquired," in a special sense, "the right to hold jungle land" by appropriating it from the common waste of the village is to put an undue strain on the language of the definition. It is just conceivable that the intention of the Legislature was that in cases like the present where there is a right to make new khuntkatti lands at will, while the whole village or tenancy is not held at a quit-rent, such new khuntkatti lands should be liable to have rent fixed for them once for all at a certain low rate, and such a supposition gains some support from the fact that the language used is practically the same as in Section 19, but the supposition involves the obvious absurdity that each new field reclaimed by a Mundari khuntkattidar would then be a separate additional Mundari khuntkattidari tenancy.

287. I have dealt hitherto with the rent on new reclamation by a Mundari khuntkattidar in the typical village with one kili. In all other cases, however, where the munda is himself a Mundari khuntkattidar whether he or his ancestor originally acquired the jungle or was adopted into the village family, the position is exactly the same as in the typical village.

The cases where the munda is not a Mundari khuntkattidar, number three in Bandgaon (where diku headmen were retained in commiseration when the mukarris illegally granted to them were cancelled) and twenty three in Porahat of whom seven are dikus, one a Tamaria, and the others Mundari parjas. The method by which the headmanship of dikus originated has an

When the munda is not a Mundari khuntkattidar,—

another the bhaiyads of Jalmai now formed into two fiscal villages, Jalmai and Gandekeda, deliberately chose a diku owing to their own backwardness,

but (a) a diku, the question depends on his relationship with the bhaiyads in each case—

kaim has a similar history. In all these villages, the headman is either co-owner or representative of the village family, and it is difficult to say that the khuntkatti is broken, since the gonjhu is in no sense a landlord. The rights of the khuntkattidars are the same as ever except that the headman's family has nearly the same rights as a Mundari would have if he had been adopted. In Lupungkel a very old village, no satisfactory account is forthcoming of how a Rautia became headman, but he was probably self-imposed by the bhuinhars. In Roauli the headman was super-imposed by the Manki to safeguard the rent when no one was willing to become munda. It is the only village containing Mundari khuntkattidari tenancies where a diku headman can be said not to be self-imposed by the village family. In these two villages the position is in practice the same as in the five mentioned above.

288. Where a Mundari parja is munda, the transfer from the original family was due in several instances to poverty. The village family could not afford the time spent in going to Chaibassa and were content to be pahans. The mundaship even with the nala and position but without opportunities of self-aggrandisement was little sought after in small remote villages where even the necessities of existence were difficult to obtain and where there was nothing to spare "to feed the chaprasis," and the office offered more attraction to parjas. They were in several cases Tamaris or sharp Christians who obtained the mundaship by collusion with the Manki. The Deputy Commissioner

would make no enquiry provided the rent was paid. In several cases a relation of the munda on the female side became munda, one man, because he had appeared before Captain Birch when his brother-in-law was ill, and his own name was written down. In all such cases however the only rights which were affected were (1) the right of members of the village family to be munda so long as the present munda and his family behave well, it being admitted that if the present holders misconduct themselves, the bhayads would in all cases have the right to resume the mundaship, so that it has in effect been temporarily placed in trust, and (2) exclusive rights to the village, since the munda and his family have usually equal rights with the khuntkattidars to waste and vacant lands and to everything except the pahanship. The munda has in no case secured superior rights and made himself landlord of the village as has happened in Ranchi. The common ownership of the village still continues but the non khuntkatti munda and his family have acquired a place in the corporation which owns the village. The relations of the community towards the rentreceiver have in no way altered. It follows therefore that in all villages in Khas Porahat and in Bandgaon (except Tirla and perhaps the pseudo-mukarari villages, § 425) where there are Mundari khuntkattidars

New reclamation of a Mundari khuntkattidar in the above cases (§§ 27-288) is assessable as in the typical village.

there are intact communities of the Porahat type, irrespective of the question whether the munda is of the village family, and the newly reclaimed lands of a khuntkattidar are not korkar as in broken villages but a portion of his khuntkattidari tenancy. The villages in Khas Porahat and Bandgaon are not mere broken villages. The new reclamation of Mundari khuntkattidars in broken villages is assessable to rent as 'korkar.'

289. The effect of the recent legislation (Act V of 1903) has been to take the class of Mundari khuntkattidars out of the general class of khuntkattidars [section 19, Act I (B.C.) of 1879] specifically to recognise their rights and to make provision for the preservation of those rights. That legislation however has reference mainly to the conditions prevailing in Ranchi. In Porahat old raiyats have hitherto been on the same footing as Mundari khuntkattidars as regards assessment. It should not be forgotten that in Porahat there is no local custom as there is in Ranchi according a permanent preference as regards rate of rent to the

The korkar of parjas is still liable to enhanced rent.

korkar lands of parjas. If at some future time there is a rate enhancement in Porahat on the lands of parjas, the fact that theoretically the rate of rent in the pargana is the rate reasonably assessable on land held by the reclamer or his descendant, should be kept prominently in view. The position of the Mundari khuntkattidars is now invidious when considered in relation to other races who were the pioneers and establishers of villages in the jungle,

No special provision is made for Hos.

especially in relation to their brethren the Hos, and in one or two cases the Rautias, though the latter unlike the Mundaris and Hos are probably not in 'their own country.' As regards the Hos they might indeed be recorded as khuntkattidars (in the southern Kolhan Pirs, they are in 'their own country' and paid originally only a tax on the village like the Mundaris). There is indeed in their case no convenient guide such as the Mundari sasandiri, and it would be far from easy to ascertain who the pioneers were. But leaving aside the question of rent and the further question discussed in §§ 76-81 and § 208 whether they come within the legal definition of khuntkattidars, the present body of villagers, consisting of those who conform, with the exception of race, to the definition of Mundari khuntkattidar, or of those and others coopted by them, form a community which is and always has been corporately in possession of the soil of the village and owner of it, much in the same way as their kinsmen

Importance of preserving the village communities of all castes—

the Mundaris have been: The great desiderata in this estate are that the village communities should be secured in possession of the village lands, waste and cultivated, and that to that end (a) the relations of the rent-receiver with them should be prevented from exceeding the present limit—the realisation through the representatives of the communities of rents assessed by Government

(a) by regulating the relations of the aboriginals with the zamindars and (b) by placing headmen and Mankis under the Deputy Commissioner.

and not by himself, (b) the heads of the communities and the Mankis should be solely responsible to them and to the Deputy Commissioner, as among their brethren in the Sonthal Parganas. And though the case of the Mundari khuntkatti villages is most urgent this should undoubtedly be done irrespective of caste or race. The question cannot wait if the rights of joint ownership of the village communities are not to be subjected to a process of detrition, alike through the violence

Urgency of the question. of an alien amla, the pressure of a rent-receiver who has exaggerated ideas of his own position, the accumulation of judicial precedents in courts where their own ignorance, timidity, poverty and consciousness of the hopelessness of a struggle against the rent-receiver place the members of the village community at no less a disadvantage than the unsuitability of the civil courts to deal with them, the ignorance of officers as to their peculiar rights, the operation of impersonal legal principles unsuitable to the environment and the inefficiency even of such pleaders as they can secure to plead their cause. The preservation of the joint ownership of the village communities is of the first importance. Even the question of enhancement of rent when it comes up in Porahat ten years hence will be of less importance. Yet it will be a very difficult question not only in Mundari khuntkatti villages, but in regard to all reclaiming tenancies whether they conform (apart from race) to the definition of Mundari khuntkattidari tenancy or are khuntkatti in the popular local sense which is equivalent to korkar except that it includes up-land.

290. No attempt has yet been made by the zamindar to hold khas the villages in the Kolhan Pirs; should he make such an attempt trouble may be expected. He has obviously no right to interfere with the ownership of the village communities, their organisation and internal management, or the soil of which they are the owners. Any attempt to collect rent save through the regular munda would be a direct infringement of the rights of the village community, and especially of khuntkatti rights. It would moreover be the prelude to many grave abuses, e.g., (a) interference with the village jungle and waste, including harassment of persons requiring jungle produce to which they are of course entitled free,

Abuses certain to result. settlement of the waste for salami or even settlement of it with outsiders, and even sale of jungle and jungle produce, with of course exactions on the cultivation of lac and tasar, (b) interference with the cultivated lands of the village which belong to the villagers, e.g., purchase of jots as decree-holder, with bethbegari as a certain consequence, and salami on settlement of vacant lands and at a high rate, (c) the consent of the zamindar will be required where that of the village panchayat is necessary and a journey to Chakardharpur will be involved with payment at the end of it, (d) a crowd of subordinates of the zamindar will squeeze the tenants, (e) new cultivation will be assessed at full rates and at once, (f) the zamindar will keep for himself the best vacant lands, the property of the village community, even if he does not take more objectionable methods to secure them. It is doubtful if the record-of-rights will in practice adequately safeguard the tenants. Litigation, even if the result were less of a lottery, is a luxury beyond their means. Since then he is the buffer of the tenants against the zamindar and the representative of the community, it is essential as a matter of policy, no less than a matter of justice, that the control over the ejection and succession of the munda should be confided to the Deputy Commissioner. The same conclusion must also be arrived at on many other grounds which appear elsewhere.

The necessary and sufficient safeguard.

## CHAPTER XII.

### ANANDPUR.

291. The sub-estate or tenure of Anandpur extending to 188·17 square miles and containing 139 villages, of which four were recorded at the recent survey and rent settlement as held by khorposhdars and three by chakarandars is the rent-free property of Thakur Ajit (generally written Udit) Narayan Singh. He is eighth in succession from the second son of Raja Kala Arjun Singh of Porahat on whom Anandpur was originally conferred as a khorposh grant involving certain feudal services. The earliest record of the estate is to be found in the execution in 1826 by Thakur Abhai Singh at Kishunpur, the head-quarters of the Agent to the Governor-General, of a deed confirming the decision of a panchayat granting "in accordance with the custom of the family" a "hissa" of 31 villages out of the 84 villages of Pir Samij, as the estate was called, to Ghasi Singh, a relative of the Thakur. The decision was exceedingly distasteful to the Thakur who subsequently dispossessed Ghasi Singh, but on appeal to the Assistant Agent to the Governor-General, Parsad Singh, son of Ghasi Singh, was in 1841 with much difficulty reinstated in possession of the villages. The use of the term "hissa" is interesting as it forms the basis of the claims of khorposhdars in Kera and Anandpur that they are "hissadars" of the zamindars, but the term was clearly not used in a technical sense. In 1840 the Court of Wards assessed the obligation of the tenure-holder of Anandpur to the Porahat State at one-fifth of the gross income, realising thereby Rs. 97\* (§ 32). This point is important because under the arrangements of the Court of Wards the money rents throughout all the estates thenceforward included the commuted value of the former "panchas" and "mangans" or "benevolences" exacted on various occasions (§ 33). In the subordinate estates however in practice they continued to be exacted in addition to the consolidated rate of rent—in Anandpur till the recent rent-settlement.

292. Thakur Ajambar Singh was a minor at the time of the Mutiny. A list of villages was filed in 1857 by his mother and his manager Babu Chakardhar Singh, which shows 54 villages of which only 19 including Anandpur and khorposh villages are shown as producing income. The rent is calculated in diku villages on the hál, which is 12 local bighas in Anandpur (the parān and therefore the bigha being somewhat larger than in Khas Porahat). It was Rs. 4 cash (a rate which held from 1840 to 1903) with ten maunds of dhan at three maunds for a rupee on each cultivated local hál, a salami of one rupee and a goat worth 8 annas at the Dasahara, mahadeo-pancha from the larger villages, and kotwar-pancha and a maund of dhan to the ghar-manjhi from all. On the other hand these villages had 8 annas of land equal to 6 bighas rent-free as 'pradhan hal.' In 'Kol,' that is Mundari, villages the rate was 5 annas in cash and 64 seers of dhan on the plough, or yoke of oxen, with no abwabs of any kinds except dasahara goat. All did ghar-bethi—estimated in 1903 at one day per annum in 91 villages—but while the diku villages gave shadigamipancha and the other contributions, the mundaris gave per village one maund each of dhan, gundli and urid.

Damodar Singh, heir of Ghasi Singh, having joined the rebels, his villages were forfeited and returned to the proprietor of Anandpur (Commissioner's No. 93 of 24th August 1859) which was thus again consolidated. A list filed in 1859 therefore contains 91 villages, one of which Anandpur is again shown as khas, while all the other 26 rent-paying villages have

\* Remitted by Government in 1868 as a reward for loyalty.

headmen. Similarly nearly all the khorposh and naukrān villages are held by headmen, so that it was clearly the custom of the estate then to have a headman in each village. The other villages, whether mentioned as newly cultivated or merely named, are shown as producing no income. In diku villages the rents differ from those of 1857 only in including ghi at one or two seers per village. In Mundari villages the cash rent is 4 annas instead of 5 annas per plough.

These lists place it beyond doubt that the position of diku headmen and villages differed from that of Mundari headmen and villages. The former held on a tenure precisely similar to that of the sadant villages of Khas Porahat, except that the mān land had not in 1840 been commuted to a money payment. The Mundaris on the other hand held on the same tenure as their brethren in the neighbouring Kolban Pirs of Porahat. They originally paid only a quit-rent for the whole village of one maund each of dhan, gundli and urid, and they rendered a goat at the Dasahara. All the people of the estate who lived near Anandpur were bound to repair the house of the zamindar. It was only in 1840 that the Mundaris began to pay a cash rent, which was super-imposed on their original rent in kind and made payable on the number of ploughs in the village. Cash rent was burdensome, where no cash circulated. They therefore paid 4 or 5 annas in cash and the rest in dhan at the local rate. The chief of the Mundari village whether called munda or pahan (in Mahisagera the same man is entered as pahan in 1857 and munda in 1859) collected and paid in the equal contributions of the bhaiyads. He was on quite a different footing from the diku headman, for he had no 'pradhan-hal,' nor did he hold on a patta as some dikus allege they did. He was in fact purely the representative of the village community of Mundari cultivators, who were his own bhaiyads.

293. In 1871 Anandpur was released from the Court of Wards. Thakur Ajambar Singh perceiving the difference in the position of the Mundari and diku headmen, accepted salami from numerous Rautias and others from the neighbouring parganas of Ranchi, or as it is termed, "Nagpur", and installed them as headmen (gonjhus) of villages in each of which there was already a Mundari community, and which in most cases rendered only the 3 maunds of grain and the chapparbandi bethi, but in some cases paid also in cash on the plough of oxen through its pahan or munda. On the strength of a patta granted to him, the gonjhu took possession of the village, ignoring or ousting even from his ancestral lands—there was little or no embanked land—the Mundari headman who was unable or unwilling to pay salami for formal recognition as headman, and who was too ignorant or helpless to prove that his own ancient tenure did not require a written patta. A few only of the Mundari villages in Hututua Pir escaped this revolution and maintained their ancient organisation intact. The large number of villages held by Rautias and other headmen or by the zamindar khas in which broken Mundari khuntkattidari tenancies are found, indicates the extent to which the communities were broken within the last thirty or thirty-five years. Other old Mundari villages were probably re-settled by persons of various castes on clearing-leases after having relapsed to jungle.

294. The diku headmen thus introduced had been accustomed in Raikera and Bassia to pattas which conveyed mukarrari rights *puttra-puttradhik*. At the recent rent-settlement eight headmen of this class in Robkera, Gulu, Harta, Osangi, Jambelo, Patiar, Hesabera and Koleda claimed '*maurussi māl-mukarrari khuntkatti jangaltarashi*' tenures. Their claim was rejected in all the revenue courts, and those who took the matter to the civil courts have withdrawn their appeals. It was held by the Revenue officers that the pattas were forgeries, and the tenure alien to the pargana (see also § 298). The only cases of such tenures which I have come across are in Bandgaon where about forty years ago the thikadar Sukhlal Singh granted māl-mukarrari pattas in several villages. But there is evidence in most of these cases that there were, as in Bandgaon; Mundary settlers in the villages when

they received the headmanship, so that they were not even the first settlers in the villages, though perhaps there was little or no embanked land there at that date.

In three other villages, Boranga, Goppur and Dumirtaban, the same claim is made, and in the case of Boranga civil proceedings are pending. These three villages were held by a Kurmi tenure-holder, and after his death they were divided by the civil court into shares for his four sons, with the result that three sons each received a village, but the fourth son received as his share three parjas in Boranga and one in Goppur. Whatever may be the result of the pending civil proceedings regarding Boranga, they will affect only those particular villages, and not the custom generally. The papers regarding Boranga are all filed in the High Court, so that the entry in the record shows the decision in the revenue courts with a note that it is contested and that the rights of parties

will depend on the result of the civil court proceedings.\* As to the division among sons, a similar case is found only in one village in Kera, where the original tenure-holder who held on a document of 1828, such as is put forward in Boranga, divided the village among his three sons, and in one case in Porahat Pir where two brothers received shares of their father's two villages. Subdivision of a village headmanship is not a custom of the pargana, and could be based only on special pattas. But in the very rare cases where one headman held several villages, it was not unusual for him to be succeeded by different sons, according to a private arrangement.

295. But though many diku headmen have been imposed on old Mundari khuntkatti villages where there had never been documentary agreements, in some cases dikus have founded new villages. In either case the leases were usually, and during the past ten years since the old papers of the zamindar were destroyed by fire, have always been in the form of a clearing-lease. The lessees settle the villages in various ways. Whatever their caste the first requisite is a pahan who is nearly always a Mundari, an indication that dikus consider the local gods to be those of the Mundaris, though at times the diku himself or one of his relatives officiates as priest in a new foundation, particularly when the primary object was to establish a cultivating tenure by members of his own family or his relatives. Such a motive for acquiring a village cannot invariably be assumed on the part of Rautias and

Kurmis in Anandpur, where not infrequently the holder of the clearing lease either brings in outsiders to clear the jungle in subordination to himself, while also incidentally reclaiming for himself, or merely appoints a pahan to run the village and does not himself clear any land at all, as for example in the three new villages of Khatangbera, Koinjali and Roma secured by the absentee Baiju Rautia for salami of Rs. 300. On the other hand many of the holders of clearing leases, irrespective of caste, acquired the jungle land purely to bring it under cultivation by their own labour and that of their family and relatives, while not refusing a few outsiders permission to clear some jungle, but not introducing them purposely since they wanted the best lands for themselves.

296. The old Mundari villages then, which occupied the whole of Hututua Pir and portions of Anandpur Pir and of Hetkhand Pir, were khuntkatti communities, whose pahan was usually the rent collector for the community. He held no patta, and received no remuneration. In the latter pirs the diku headman held on a patta and had *mān* land. Later Thakur Ajambar Singh either ignored the Mundari headmen as they had no pattas, and for a salami superimposed diku headmen on the communities, or in a few cases confirmed the Mundari headmen who then received *mān* land. Such diku headmen were introduced under a clearing-lease rent-free if there was no reclamation, in the village, or at a nominal rent if some land had been previously reclaimed, the term of the clearing-lease being even to nine years, a term not infrequently considerably extended.

Provisions of the clearing leases.

\* As to Boranga, see also § § 244-5.

The clearing lease provided for payment of gorakar, dasahara salami and various abwabs. At the expiry of the period of the 'hukumnama' or 'amalnama,' as it is called, the lands reclaimed would be measured, and a certain amount, usually half a hál or six bighas, having been set apart as the *mán* land of the headman, the remainder was to be assessed at the estate rate of rent partly cash, partly kind, the headman also becoming liable for predial services such as ghar-bethi and hál-bethi. These matters were all entered in the patta thereupon given to him. Boundaries more or less vague were then or subsequently fixed and recorded in the patta, a further salami being sometimes paid on the occasion.

Patta to be given after expiry of clearing-lease.

The clearing leases were often vague, but one thing was clear in them.

Holders of clearing-leases have a right to a patta,

conditions, and with somebody else only if he declined it. The patta also admittedly conveyed a hereditary tenure contingent on payment of rent, and performance of certain other obligations set forth in it. It admittedly is permanent and does not require periodical renewal.

which conveyed a permanent hereditary tenure.

297. The leases recently granted have been more explicit, stricter and more detailed. Provisions regarding trees are

Unexpired clearing leases.

inserted, which in the older leases were vague or altogether absent. This is the only class of lease of which the term has not expired. In all other villages rents were settled by Mr. Taylor. In the nineteen villages which have not been assessed, rents will, on the termination of the period of the clearing-lease, be settled at the current estate rates which provide for the abolition of predial services and abwabs. All the villages in the estate will then be on the same footing. The record-of-rights, while showing that at present the relations of headman and zamindar in these villages are governed by the terms of the lease in respect of all matters for which it provides, gives also the custom of the estate, including the necessity of appointing a headman, by which the village-tenure will be governed after rents are assessed, and a hereditary patta (which will require no renewal) is granted in continuation of the clearing-lease. The custom of the estate, as both sides agree, governs all matters for which the clearing-lease does not expressly provide.

298. It should be observed that not only was the term of clearing-leases frequently extended or forgotten, but once a patta was given, it was only in rare instances that rents were subsequently re-assessed or enhanced in respect of previously assessed lands, or assessed on new reclamation. This was the reason why so many recent headmen holding admittedly heritable and permanent tenures imagined that they also held at fixed rents. The courts have, however, held that they are liable to enhancement. Bhup Singh Gonjhu of Rungi in 1871 set up a claim to hold at a fixed rent, but his claim being unsuccessful, the result was that he was ejected and the village held khas for several years. Similarly in 1895 Bhikham Rautia, who held Beratulunda, Boraita and Buribil, had his rent assessed at the Khas Porahat rates by the court, and enhanced from Rs. 6-13 to Rs. 143, and eventually khas possession was taken of his villages because of his arrears and contumacy in refusing payment. These are the only two ejectments which, according to the zamindar, have taken place.

Rents of the tenures are enhanceable.

Two ejectments only.

299. The holders of clearing-leases not infrequently deserted the new villages. In such cases the village was usually held khas for a time, whether there were settlers in it or not. When a candidate came forward and offered a salami (which was usually proportionate to the amount of reclamation, if any, left by the preceding headman), he also received a clearing-lease. In recent times, the only persons willingly accepted as holders of clearing-leases have been aboriginals who are preferred to Rautias and Kurmis because they give no trouble. At present 18 villages are khas. Anandpur was

Deserted villages often temporarily held khas.



always khas and Tentuldih is adjacent to it. Raikera was apparently resigned

Villages at present khas.

by the widow of a previous holder in spite of the protests of her husband's heir to whom the zamindar declined to give the village, wrongly it would seem, on the ground that he held Urkia also. There were certainly headmen in 1859 in the diku villages of Samij, the old head-quarters of the estate, and Bhaludungri which is adjacent to Anandpur, and in the Mundari village of Mahisagera, but how they disappeared is now forgotten. In the Mundari village of Behera the Bhuia headman who replaced the Mundari khuntkattidar absconded, and the village has been khas for five years. Buribil, Beratulunda and Boraita were the villages from which Bhikham Gonjhu who claimed mukarrari was ejected. Tirla and Gurgaon were khorposh villages which fell to the parent estate. In Tirla the Uraon headman held on an unintelligible patta from the khorposhdar and is not acknowledged by the zamindar though probably entitled to be headman on the customary terms. In Charabandi, a Tanti having failed to establish a village, the zamindar has been settling raiyats. The same explanation is given in regard to Bijatoli, Bandunasa, Jorobari and Sidwa, but Jorobari at least like Behera and Mahisagera, which are shown in the old lists, appears to be a Mundari khuntkatti foundation. The

Present custom as to each village having a headman. though the normal condition in Anandpur is that each village should have a headman, it has for a considerable period been customary for the zamindar, owing to the particular difficulty of maintaining new settlements, to hold villages from which the headman has been ejected, or which the headman has deserted, khas usually for a few years, and if they are near Anandpur, for lengthened periods. The history of many villages shews one or more failures in the attempt to establish a village firmly.

300. There are in the estate four pirs—Hututua, Anandpur, Hetkhand and Kairam. In Hututua, all the old villages were originated by Mundaris, as were many in Anandpur and Hetkhand where, however, most villages are now held by dikus. In Kairam the majority of the villages, which are all held by Bhuias and aboriginals, are of quite recent formation. There are no Mankis at the present time. A clear majority of the population is aboriginal.

The four pirs.

#### HEADMEN.

301. Of 138 villages in the immediate estate of the zamindar, 17 (excluding Tirla) are khas and 72 are held by the original founder or his heir. Among these are 22 Mundaris, 14 other aboriginals [App. V(I)], so that half of the headmen of this class are aboriginals. Of the dikus eleven are Rautias, of whom one,

(a) of the village family, Q 20,

Baijoram, holds three villages, and is an absentee, and the others are of various castes. Of the other 44 villages which are not held by headmen of the village family 10 are held by aboriginals and the others by dikus, of whom 13 are Rautias. In the villages held by diku headmen, 14 (including 7 with Rautia headmen) contain Mundari khuntkattidari tenancies which are also found in four khas villages, and in the two khorposh villages of Kolpotka and Kakurda. It is important to remember

(b) not of that family, Q 21.

that in the majority of villages where the headman is not shown as of the original village family, he or his ancestor either re-established a deserted village, or acquired it when no don had been made by the existing settlers who had simply cultivated goras, starting in both cases with a clearing-lease. Thus such headmen in many cases are responsible in the first case for the existence of all the cultivation, and in the second case for all the embanked and much of the upland cultivation of the village, and their relation to and claim on the village is practically the same as that of headmen of the original village family, and far closer than that of the

The second-class in this estate consists largely of headmen who, or whose ancestors, re-established deserted villages.

headmen in the Sadant Pirs of Khas Porahat who are not of the village family and who were superimposed on a firmly-established community (App. V). Thus, taken by itself the classification in Q 21 does not sufficiently represent the position of the existing headmen in Anandpur as *abadkars* of their village. The number of headmen outside the

broken Mundari villages who received firmly-established villages is inconsiderable, and headmen who re-established deserted villages only technically belong to the same class as such non-khuntkatti headmen. There are no women of headmen, and admittedly a minor is not passed over, his uncle or other nearest relative who is suitable acting for him during his minority. In Boranga there are two headmen under the circumstances already described (§ 294), while in Rengalbera the headman holds only the portion belonging to one of the two khorposhdars. In all other villages, the whole village is held by one headman.

302. In this estate there is little in dispute as to the position of the headman. It is fully admitted that the present headman is entitled to hold on at each succeeding periodical assessment of rent, should he not signify his unwillingness to do so. He is entitled to a patta showing the rate of rent, but as the original patta in this estate is not a periodical patta as in the other estates, a new patta is not essential. Of course if a new patta is issued it can only be on the same conditions as the original patta. The fullest recognition of lineal primogeniture in the male line is the established custom of the estate, the right of the male heir to succeed being fully admitted, daughters and widows only succeed

if there is absolutely no male heir such as a son, a brother or a cousin, and in Mundari khuntkatti villages women do not succeed at all, unless there are no khuntkattidars left. If the heir male is obviously unfit from mental or physical causes (§ 58) or from bad character, he may in theory be passed over, but this proviso is extremely restricted in its use everywhere, and in practice is unknown in Anandpur. For these reasons no selection ever takes place. The eldest son invariably succeeds, or his heir male. If of course the heir is insane, or physically unfit, he is superseded by his own heir, the zamindar having no concern with the relations of the heirs among themselves. A joridar or assistant may also be taken by the headman. A resignation operates exactly as a death in the devolution of the headmanship; it does not destroy the claims of others. In aboriginal villages particularly, the headman is in fact the nominal holder of the tenure on behalf of a body of persons with reversionary rights. The hereditary tenure is terminable for certain reasons, but resignation is not one of them.

303. The headman's duties are the same as in the rest of the pargana (§ 55). He pays the assessed rent, has offences and domestic occurrences reported to the police through the chaukidar, and prevents badmashes from settling in his village. He is responsible for the maintenance of the village boundaries and protects the village jungle, waste and trees. He has to make arrangements for rasad for any officer of Government or of the zamindar who visits the village. He has no power to alienate his tenure, but this provision does not mean that he cannot entrust it to a member of his family or to a joridar, or assistant, he himself continuing to be responsible. The provision is one against alienation by sale, mortgage &c. The rent of the village for which he is responsible cannot be increased during the period of a current assessment. All profits accruing from the assessment of land reclaimed from waste during the period of an assessment go to him. On the other hand, he is not entitled to any remission of rent on account of *fauti*, *ferari*, flood or drought.

304. The headman is liable to ejection if he oppresses the raiyats, if he breaks any legitimate condition of his patta, or acts contrary to custom, if he becomes a bad character or fails to pay his rent. But custom is entirely against ejections for unimportant or technical breaches of the conditions. Rents as a matter of fact are paid with great punctuality by all the headmen except those who, having claimed mukarrari titles, objected to the recent

Custom regarding women, minors and dual headmen.

Their status undisputed.

Q 19—Permanence.

Q 18—Right to patta.

Q 22—Succession.

Zamindar has no concern with the devolution of the tenure, Q 23.

Effect of a resignation.

Functions of the headman, Q 24.

No change in the amount of rent is possible during the period of assessment.

Liability to ejection for certain special causes, Q 27.

enhancements. The latter may also be expected to pay regularly now. There have been no ejectments for arrears except in the two cases (§ 298) where mukarrari rights were claimed.

305. This absence of cases might suggest that there was no custom of ejecting headmen for arrears of rent. There is however a provision in the patta that a headman may be ejected for non-compliance with any of the provisions of the patta. The dispute between the zamindar and headmen on this point narrowed itself down to a contention as to what is an equitable construction of this provision. The original argument of the latter was that the rent having recently been greatly increased, failure of crops might render it impossible for the most conscientious headman to pay his rent punctually. They contended that the principle laid down in Mr. Taylor's draft patta that a headman may be ejected when any kist is in arrears for a full year is a harsh interpretation of the existing custom and should be altered to three years, the period which they conceived on the analogy of suits for arrears of rent was applicable to cases of arrears. Subsequently this contention adopted the novel form that a suit must be brought against them when they have been in arrears for three years, and that only when the decretal amount cannot be realised from them by distraint or otherwise may they be ejected. The zamindar replied that the majority of the headmen, being comparatively unsophisticated, pay punctually. If they cannot pay, they usually desert the village, as they fear the provision in the patta may be enforced against them. The more recent pattas are more explicit on the subject, but all pattas, I find, provide for ejectment in the case of non-performance of the conditions, of which one is reasonable punctuality in payment of the assessed rent. But both in equity and by custom a period of grace is allowed. The zamindar nowhere objected to the entry in the draft record of the period of grace as one year, which may therefore be considered the minimum. It is admitted by him that it was only when three or four kists were in arrears that proceedings for ejectment were taken, that is a year or a year and-a-half after the arrears became due. In fact, it was long enough to make it apparent whether the default originated in causes such as bad harvests beyond the control of the tenure-holder or was deliberate. When non-payment of rent is due to failure of crops entailing bad collections, the provision is construed leniently, and also when the headman is prevented from paying his rent by a temporary difficulty for which he is not responsible. In Anandpur, too, the position of a particular headman and his heirs is, if possible, stronger than in Khas Porahat or Kera, as regards the perpetuity of their tenures, but whereas custom permits no village to be held khas in those estates and a villager, usually a relative or connection of the previous headman, must receive the vacant tenure, in Anandpur which has a different development the village may be held khas, and the zamindar has by no means necessarily appointed the new headman from the village family or even from the village, even when he did not terminate the tenure and hold the village khas. In fact in Anandpur in most villages ejectment of an individual headman may be followed by the abolition of the tenure itself. For this reason also custom is more favourable to existing headmen than elsewhere. Custom based on the character of the tenure provides against ejectment without a long period of grace in the case of a headman whose default is due to failure of the harvest. The period after which a headman may be ejected for arrears of rent is one year from the date when the arrear accrued due, but he may not be ejected at the end of that time if that arrear is due to his inability to collect his rents because of a bad harvest, and if he pays up that arrear on or before the date when the following half-yearly kist is due. This interpretation of the custom is likewise accepted by the zamindar. It implies that a conscientious headman can rely on two harvests. Of course headmen can only be ejected by order of a court.

306. In the majority of villages when a headman was ejected from or deserted his tenure, he was not usually succeeded by one of his bhayads, nor necessarily by another raiyat of the village. The procedure seems to have been to hold the village khas for a brief period until a suitable

especially for non-payment of the rent, Q. 25

of any kist for a full year,

with further grace when arrears are due to bad harvests, &c.

Succession after ejectment or desertion, Q. 20.

candidate came forward and offered salami proportionate to the value of the mān lands in the village or, if there was no mān, merely for a new clearing-lease. There are now no longer mān lands which a new headman can receive ready-made, and existing villages which include all the jungle available for cultivation, are not likely to be deserted. Further salami cannot reasonably be exacted in view of the judicial fixing of fair rents in the village so that this system of settling such villages for salami appears to be obsolete

Zamindar's discretion.

(§ 347). The custom however which is admitted in many villages is that the zamindar is at liberty to make anyone he pleases headman in a village from which the headman has been ejected, and that he may hold the village khas. On the other hand, there is no doubt that at the same time it is the normal condition of a village in this estate to be held by a headman—all with the exception of the head-quarters village were so held in 1859 (§ 292)—and an extensive exercise of the discretion to hold vacant villages khas would certainly be an abuse of custom besides being detrimental to the interests of the tenants if the complaints of the tenants of the khas village of Buribil regarding demand by the zamindar's servants for bethbegari, rent for new cultivation and salami for waste lands are not entirely erroneous.

But it is custom of the estate to have a headman in each village.

307. The reason why the method of dealing with a vacant headmanship in Anandpur differs so greatly from that obtaining in the other estates of the pargana is to be found in the history of the development of Anandpur and the foundation of the villages. Omitting the Mundari

Reason for difference of custom of Anandpur in this particular from that of the rest of the pargana.

villages which were in many cases antecedent to the family of the zamindar, the majority of the headmen acquired not on tenures governed exclusively by custom, but on clearing-leases granted by the zamindar which are conclusive on all matters with which they deal. Such a lease with the subsequent patta is the basis of the tenure of the grantee and not a gratuitous super-imposition on an existing tenure held by the grantee. Further in a small proportion of such tenures, *e.g.*, the villages of Baiju Rautia (§ 295) the idea of cultivation was either sub-

Many Anandpur villages were founded on clearing-leases from the zamindar.

ordinate to, or co-ordinate with, the idea of land-lording. The foundations of that class were not tiny republics of persons connected by a bond of relationship, actual or implied, each of whom had a reversionary interest in the headmanship which could not be forfeited in consequence of the misconduct of the individual who temporarily represented the community. In a few instances claims implying such an origin are advanced by Rautias and other dikus in Anandpur that if they default or misconduct themselves, one of their family should be installed in the tenure from which they are ejected, but I find no instances of such succession and the original leases produced do not support the claim though some villages of that class certainly had a khuntkatti origin. The appointment as headman of another cultivator of the village is likewise rare, the reason being that there were usually no suitable or substantial persons available in the tiny villages of Anandpur, though undoubtedly such appointments alone are reasonable at a later stage of development inasmuch as they do not introduce a landless man into the village.

308. There are some exceptional cases. Three Mundari villages, Mermenda and its fiscal tolas of Rangamati and Gundri, have recently been transferred to this estate from the Porahat Kolhan pir of Durka. They have inadvertently been assessed at the consolidated sadant rates of Anandpur which not only include the predial services and abwabs to which they were not liable in Khas Porahat, but as sadant rates, are double the privileged rates to which they were previously liable (§ 208).\* The zamindar, however, offers to treat them leniently in this matter. These villages retain the customs

Exceptional cases—

(a) The three Porahat villages—

Porahat Kolhan pir of Durka. They have inadvertently been assessed at the consolidated sadant rates of Anandpur which not only include the predial services and abwabs to which they were not liable in Khas Porahat, but as sadant rates, are double the privileged rates to which they were previously liable (§ 208).\* The zamindar, however, offers to treat them leniently in this matter. These villages retain the customs

\* This should be taken into consideration at the next assessment of rents. The papers show that the assessment in these villages was a pure oversight. Rates were nowhere to be enhanced under orders of the Board.

and rights of the Mundari khuntkatti villages of Khas Porahat (Chapters VIII and XI). In these and in a number of neighbouring villages where a member of the village family has been munda from time immemorial, the record shows as in the Kolhan Pirs the Mundari custom that there must be a munda who must be a bhuinhar of the village and only in the entire absence of bhuinhars may a non-bhuinhar be installed, and he also must be a Mundari. It is true that for a brief period some 30 years ago, when dikus were prepared to pay for formal recognition by the grant of a patta and the bhuinhars were not, the latter were in other similar villages ignored.

and (b) Mundari khuntkatti villages where the munda has always been a khuntkattidar—

where the same custom in respect of succession after ejection obtains as similar communities in Khas Porahat. In such villages the corporate ownership of the Mundari brotherhood was broken by the imposition of a diku headman as 'landlord,' and the entry in Q 30 in the record-of-rights of such villages is the same as in villages held by other non-khuntkatti headmen. But villages which were not themselves forcibly broken in this fashion, and which have survived for many years after the régime which led to the destruction of the rights of their neighbours has ceased to exist, are unaffected by it just as similar villages in Ranchi are. They have retained their ancient rights in their village—among them the custom whereby one of the co-owners of the village must always be munda.

where the same custom in respect of succession after ejection obtains as similar communities in Khas Porahat.

309. Besides the 18 villages now khas, a considerable number of incipient villages have been khas, or rather produced no income to the zamindar during the interval between the disappearance of an unsuccessful founder and the arrival of a new candidate. Formal ejections as noted (§ 289) have been very rare. Rent-receipts are provided for in all the pattas. Up to the time of the recent settlement, remuneration of the headmen of the settled villages took the shape of *mān* land (called also *minhāi*, *māniya*, or *muat*) which the headman held rent-free. All *mān* land was at the recent rent settlement assessed to rent, and it was arranged that the headmen should receive a proportion of the demand which the Rent Settlement Officer fixed at the rate of 10 pice in the rupee as in Khas Porahat and Kera. In the majority of cases this remuneration has not as yet been paid, as the zamindar is not disposed to accept the rate which he desires to have fixed at 2 annas. It is certainly the case that at the higher rate, the remuneration in the larger villages would exceed the rent now assessed on the *mān* lands, though in the smaller villages it does not. I am of opinion that the change from *mān* to a percentage, though it brings the estate into line with the rest of the pargana, will ultimately appear to have been of doubtful expediency. In the first place it obscures the character of the tenure and everything that tends to make the headman look like a servant instead of a tenure-holder as admittedly he is, is to be deprecated in his interest. Again remuneration by land is universally popular with the holder, and a zamindar feels the sacrifice of a considerable portion of the recorded rental infinitely more than the loss of an amount of rent which does not appear in the jamabandi, and he might be induced by the desire to regain it to eject headmen on trivial pretexts. It is, however, I fear, too late to revert to the old system. The headmen almost unanimously prefer *nālā* even at two annas. There is a general relief that the *mān* land has been recorded as *prajali*. It was in most villages the ancestral reclamation of the headman, and even if he were ejected from the headmanship all that could equitably happen was that it should be assessed at current rates. But what actually happened in Kera (§ 405) and in some cases in Anandpur was that this ancestral land was treated as a jagir, which of course it certainly was not in most villages, and headmen feared that the courts would make this rent-free ancestral reclamation of theirs over to the zamindar or to the new headman, or that the zamindar would take forcibly possession of it, for by section 6 of Act I (B.C.) of 1879 rights of occupancy cannot arise in *mān* lands even if the holder reclaimed it. Many persons were willing to succeed the Birsaites mundas in Porahat ejected in 1900 so long as they thought that they would get the mundas' lands, who refused

Q 31—34.

Remuneration, Q 34.

Change in 1903 from *mān* to a percentage on the demand.

Of doubtful expediency.

but agreeable to the headmen.

AA

as soon as it was explained to them that that was impossible. The *mān* land was usually in Anandpur half a *hāl* or six bighas of land—though in some villages it was more—and a rate of 2 annas in the rupee would generally secure to the headman an equivalent remuneration. On the other hand, the rate at 10 pice is not excessive. That rate has obtained in the Kolhan, where there are Mankis also to pay, for nearly 70 years, and it is the same as in Khas Porahat and Kera.

Amount of the percentage. The total rent for which the headman is solely and personally responsible is much greater than before, and moreover he has at the same time less opportunity of supplementing his income by realising intermediate rent on new cultivation prepared during the current settlement. The point can be illustrated from the mandals of Midnapur who originally got 15 per cent. or practically 10 pice in the rupee, but now that settlement is closer and they are arriving at the stage when their chief function is to collect rent their share is 25 per cent. By the change the headman's gross income will be nominally higher, but I doubt if it will be found to be really higher, when all is considered, since if a raiyat declines to pay, the headman, not the zamindar, must undergo the worry and expense of a rent suit. In this estate, moreover, the headman does not, as in Kera, receive any portion of the extra dues. In Kera the headman is to receive under his patta half the 'dalkati' of the village but in Anandpur he may only cultivate *tasar* free. From the point of view of the estate, too, I think a uniform rate of 10 pice should be agreed to, to include the larger villages. The smaller headmen are suspicious, and it is not opportune to frighten them. Moreover, the receipt of a reasonable share of the rental of the villages has developed a new characteristic in the headmen. Whereas formerly when he could expect

Reasons for finding that 10 pice is the proper amount.

no more than his *mān*, it was the natural object of the headman to secure for himself as large an area as possible of the best lands, I observe that under the stimulus of *nala*, many are impelled to seek out a larger number of new settlers. Thus the interest of the headman has been made coincident with that of the estate whose object is to secure quick and close settlement and the preparation of *don* lands. It is significant that in Bhikham Gonjhu's case decided on 31st December 1895 the court took the value of the *mān* at 10 pice in the rupee. On all these considerations I have recorded that the *nala* system is in vogue, and that the rate is 10 pice as elsewhere.

#### KHUNTKATTI.

310. Mundari khuntkatti tenancies have been recorded in 35 villages of which two are *khorphosh*. Including the three villages transferred from Khas Porahat (§ 308), the munda belongs to the original village family in 15 of them. In one village, Kareda, there has however been an interval during which a *diku* headman was imposed on the village. In two others, Tarapdanda and Bandi, the villages are comparatively modern foundations which came within the definition of Mundari khuntkattidari tenancy contained in Act I (B.C.) of 1879. In the remaining villages, Hututua, Anharkocha, Putunga, Jamtrida, Urmi, Berakasai, Dhorobaru, Kandi and Raam, the munda has always been of the village family, and a *bhaiyad* is entered as munda in the list of 1859 or the present village is an offshoot of the one of the original communities. As already indicated these Mundari communities, all but one of which are in Hututua Pir, originally paid a quit-rent in kind, as coin did not circulate amongst them. They gave a maund each of dhan, urid and gundli, and a goat at the Dasahara, and they rendered chapparbandi-bethi (§ 292). There is no doubt that the Mundaris were the earliest inhabitants of Anandpur who are now found there, and were antecedent to any zamindar in these parts. They retain their old organisation in these exceptional villages, and in some have actually divided all the land in the village among the khuntkattidars—they themselves used the name 'bhuinhar'—who may cultivate at will in their own shares, but the permission of the munda and of the khuntkattidar concerned is necessary before anybody

Mundaris were the earliest inhabitants of Anandpur now found there.

else can cultivate in a khuntkattidar's share.\* Similarly the permission of a congress of the bhaiyads is essential before any new parja can be introduced. The zamindar may not have been aware of the division of the waste and jungle among the bhaiyads though it is by no means recent, in any case the division like the right to clear the waste without permission, did not concern him, as the question whether the distribution is made by panchayat of the bhaiyads or by the munda who represents all the bhaiyads in their dealings with the zamindar, is one of internal management. Where they have not divided the waste land, all the bhuinhars can clear waste land without permission. A right to do this is regarded as the essence of unbroken khuntkatti. X

Villages of this class are typical Porahat Mundari khuntkatti tenancies coming under sub-clause (i) of the definition, and possessing all the privileges of their class set out in Chapter XI (see §§ 283, 286—8). The new land reclaimed by a bhaiyad is a part of his Mundari khuntkattidari tenancy, and assessable to rent as such.

311. In the twenty cases (§ 301) where the headman of the village containing Mundari khuntkattidari tenancies is a diku or an aboriginal who is not of the village family, or where there is no headman and where, as already indicated, the headman was forcibly super-imposed on the village community whose representative, whether called munda or pahan, though he collected and paid in the rent, had neither formal patta nor 'pradhan-hal,' the Mundari khuntkattidars have no longer special privileges except in so far as they are conserved by the provisions of Act V of 1903, and they extend only to the area of their own personal tenancies. Their tenancies come under sub-clause (ii) of the definition. If we call the class mentioned in the last paragraph *quasi-tenureholders*, the Mundari khuntkattidars in these broken villages, where there is no longer corporate ownership, may be loosely termed *quasi-raiyats*. The new cultivation which they may in future with the consent of the headman will be, not a part of their existing Mundari khuntkattidari tenancy as in the case of the other class (§ 310), but their *korkar* (raiyati) land, as happens in similar villages in Ranchi.

In some villages of this class few members of the original family are left except the pahan. Precisely the same thing was found in Ranchi.

312. The existence of special claims to 'bhuinhari,' the local term for khuntkatti on the part of Mundaris in the estate was not unknown to the zamindar. This is indicated by the fact that when the *hadgari* or burial of the bones of a Mundari is performed in his bhuinhari village a payment of a bullock or Rs. 10 is to this day made to the zamindar once in each generation in the name of 'bhuinphara' or 'mardhana,' though this mardhana was abolished in the South-western Frontier Agency before 1840! Curiously enough it is taken by Abhiram Tung for the Saranda Pir of the Kolhan! The customs of the Mundaris, particularly the sasandiri test (§ 195), are of great importance in determining whether a Mundari is a bhuinbar or a parja of a village. I need only say here that the distinction between the two classes is well understood in Anandpur though it is only in the exceptional villages that it brings bhuinhars any privilege at the present day. In spite of the recent custom of burial which has sprung up among Mundaris, Mundari parjas are not permitted even in broken villages to place flat-stones over their adult dead who died of ordinary causes in a village which is the bhuinhari of another Mundari kili. Mundaris in the broken villages of course cannot object to persons of another race burying in the village. Sometimes a Mundari khuntkattidar does not bury in the village, as he has his Sasan in the adjoining village. The test applied in such cases in addition to the definition is 'is the village potentially the claimant's bhuinhari?' [§ 275(c)]. To satisfy the definition, a claimant must, of course, be in possession of land reclaimed by himself or inherited from a reclamer who was a bhaiyad of the village (§ 268).

313. There never is any doubt as to the purpose of the tenancy: Mundaris regard themselves as indigenous in Anandpur and acquire jungle land without

\* Exactly the same thing has happened in several Khas Porahat villages on the other side of the river in Durka Fir (§ 210). The Bhuin kili occupies villages on both sides of the river.



exception in order to bring it under cultivation by the labour of themselves or male members of their family, and not to be landlords, as is the case with many Rautias (§ 295). All the persons

The object of the acquisition of the jungle.

recorded fulfil the definition being (1) Mundaris, (2) who acquired the right to hold (3) jungle land, that

is, there was no cultivation there when they 'acquired' the village, (4) with the intention of bringing suitable portions of that jungle-land under cultivation by the labour of themselves and male members of their family (§ 275).

Recent foundations.

In the comparatively recent cases of Tarapdanda and Bandi, the reclamation has been effected

mainly by the munda and his relatives and they satisfy the definition. The method of record is described in § 268.

314. In the khatians of Mr. Taylor the Mundaris are variously described as Mundari, Munda, Ho, and Kol. The Bhumis are also entitled Mundari by which name they describe themselves. The

The Horo Mundas of Anandpur are Mundaris not Hos.

Mundaris of Anandpur generally call themselves Horo Mundas. As their language, like that of

Khas Porabat, has approximated to that of their Ho neighbours on the south, the slight check of Mundari letters representing the older clicks and jerks of Santhali is sometimes omitted, and also whole syllables containing the letter "r"; so that they sometimes are also called Ho Mundas. The zamindar and his servants knew of no distinction between them and Hos, whom they indiscriminately call "Kols." The first question to decide is whether they are really Mundaris and not Hos. A very little enquiry places the distinction beyond discussion. Hos are few in Anandpur and are all newcomers. They know the Mundaris as "Buru (Hill) Hos" and will not intermarry with them. The Mundaris cut their hair after the Ranchi fashion, close cropping from the temples downwards and leaving a circular patch on the top, while the Hos cut equally all round. Unlike Hos the Anandpur Horo Mundas do not readily accord the right to sasandiri to others of their race. The Hos have dehuris like dikus, the Mundaris pahans as in Ranchi. The date for the Magh *parab* of the Mundaris is usually in Pous, and even if they keep the minor or domestic festivals together because they live in one village, Hos and Horo Mundas eat separately. Then the Hos marry in the Kolhan, Porabat Pir, and Kera, looking south and east, and the Horo Mundas look north and west to Gudri, Durka, Bassia, Kolebira and Gangpur, but marry also in Saranda Pir with Mundaris who have gone there.

315. Originally, a kili *jhumed* over the whole of a tract, a sort of clan country, which subsequently became several

Clan country of some kilis.

villages. This is certainly the case with the Bhuia

(or Bhuin) kili burying in Komang and again possessing the north-west corner of the estate. In both cases one munda was over the whole clan till the land was split into fiscal divisions. In Mermenda, the same munda still holds the three fiscal divisions or mauzas. A similar example of a clan country consisting of 15 villages round Gudri has been already mentioned. Sometimes members of the kili claim khuntkatti rights in any mauza where they have ancestral lands [§ 275(f)].

316. Privileges were claimed in about twenty villages held by dikus

Non-mundari khuntkatti, QQ 36, 37.

which were summed up under the name of "khuntkatti" (§§ 77-81). This number includes

some of the headmen who claim to hold their villages on a fixed rent (§ 294). As however they have failed to establish that incident of their tenure both before the Revenue and the Civil Courts, the matter was not open to further enquiry. In any case their claim was based on pattas wherein the name 'khuntkatti' is merely introduced since in most cases the village had

(a) No headman is entitled to hold his village on non-enhancible rent as being khuntkatti.

at least been occupied and in some cases also partially cleared before they acquired it. They were not strictly speaking "original clearers of the

soil" in the sense that they founded the village. Thus no headmen have been found with a right to hold villages at fixed rates. The cases of Bhup Singh and Bhikham Rautia show that the tenures are not held at fixed rents

On enquiry what such objectors meant by 'khuntkatti,' it was ascertained

(b) 'Khuntkatti' when used of lands is sometimes used almost in the sense of korkar.

that they do not necessarily imply absolute priority of occupation of the village, *e.g.*, they might have occupied a deserted village, which had wholly or partially lapsed into jungle. It is sometimes equivalent to and often interchanged with 'korkar' in the sense current in Ranchi, from which many of the claimants have come, except that it also includes reclaimed up-land. It would be a criminal error to regard the rights of such jungly people as necessarily not in excess of their claims, but it may be noted that in no instance did objectors even of this practically pioneer (§ 301) class explicitly claim to hold their reclaimed jots by custom at fixed rents the distinctive mark of khuntkatti under section 19, Act I (B.C.) of 1879. At the

Fixed rent not explicitly claimed on reclamation of pioneer families.

same time it was pointed out on their behalf that the rate in some villages had never been changed from the first assessment of rent, and in others as far back as there is any record till the recent settlement. In many cases, again the claim was advanced that all without distinction who had reclaimed land and not the village family only (or the re-establishers of a deserted settlement, whose reclamation alone is technically (rather than popularly) termed 'khuntkatti,' were entitled to hold at privileged rates, that is, at half the rates paid by persons who hold lands which have not been embanked or cleared by the holder or his ancestors. It is freely admitted however that there is no present

Privileged rates claimed on reclamation of all reclaimers.

custom "in the chaurassi" whereby any land is permanently held below the current rate of the estate. It seems to me that in the uncertainty which prevailed in the estate before the recent assessment of rents many new raiyats had been induced by the headmen, who themselves claimed to hold at fixed rates, to come from Ranchi on the inducement that their new reclamation would be on the same principle and as leniently assessed as it is in the neighbouring parganas, and till a uniform rate was assessed over the whole estate, reclaimed lands were actually held by the reclaimers whether they were of the headman's family or not at 'korkar' rates, which were lower than for abandoned lands settled by the headman. In the majority of cases, however, the headmen and tenants who have reclaimed lands admit their liability by custom

Claims of all reclaimers that—

to pay at the estate rates with two provisos: (i) that it be remembered in assessing the rate of rent that the great bulk of rent-paying land is reclamation of the holder—the rate they complain is now much higher than for 'korkar' land in Bassia. They claim, in fact, a privileged rate for the whole estate. The claim is correct (§ 44):

(a) the estate rent is privileged rate—correct,

(ii) that certain other privileges are secured to them, the most prominent among the latter being that they may always hold the lands which they have reclaimed.

Such permanence of tenure is of course now secured by law to all raiyats with occupancy rights who pay their rent, and to them and all others by the local custom as to occupancy right whereby it accrues from the moment when a person acquires land. Reclaimers have always had full tenant rights including permanence of tenure. The next claim is that they may graze, cut wood, and make new cultivation at will within their boundaries. The first two rights admittedly belong to the general body of cultivators in the estate and the third is not peculiar to any particular class of headmen. All headmen have absolute right to make

which, in fact, are common to all cultivators,

new goras or give permission to other persons to make goras in the village, except in so far as the original arrangement between some of them and the zamindar, and the recent partition of the jungle, restrict their right to do so. Such rights are not *special* privileges of the original clearers of the soil, but find entry in the appropriate parts of the record as privileges of all tenants or of all headmen as the case may be. There is a further claim that in virtue of their khuntkatti right they are not liable for 'dalkati mahsul.' Now 'dalkati' both for lac and tasar is expressly provided for in all the recent and some old pattas where it is recited that the zamindar will make khas

collection of those cesses. Moreover dalkati for tasar was exacted before the Mutiny though probably for jungle cocoons. except exemption from 'dalkati', which is payable by all. Some headmen claimed exemption from dalkati because their tenures were māl-mukarrari, a claim which is not proved. The cultivators plead that they have spared the trees to the detriment of lands for which they pay rent. Their plea is correct, but though this would be an argument against the exaction of full rates on trees on cultivated land as opposed to trees in waste or jungle, it is clearly according to the custom of the estate in all villages and not only in those in which there is an express stipulation in the patta that those taxes are leviable in certain circumstances at certain customary rates if the tenant chooses to use the trees for the purpose of producing the products for sale. Finally priority of occupation of the village is advanced by headmen of the village family as an additional argument against ejection for a full year's arrears. In this respect all headmen are certainly on the same level (§ 305). It is clear therefore that by custom no special privileges are at present enjoyed by any tenants on the ground that they are descendants of the original clearers of the soil. Such privileges as are claimed on this ground are either common privileges of all tenants of the estate or are contrary to the custom of the estate and not enjoyed by any tenant on the estate. As to any privileges regarding non-enhancement to which the patriarchal family of the villagers is entitled under section 19, Act I of 1879, on the ground that their lands are known as khuntkatti or to which reclaimers generally may be entitled for the same reason, see §§ 76—81.

317. To recapitulate briefly. The original inhabitants were Mundaris who preceded the zamindar in Anandpur as in the Kolhan Pirs of Khas Porahat. They formed small village communities almost always of one kili possessing an area usually now subdivided into several villages. Each area had its own sasandiri as in Komang or Jambelo. They paid a fixed rent of grain and a goat to which all the bhayads contributed equally. Fifteen such Mundari khuntkatti communities remain. Meantime dikus, first probably Bhuias from Porahat, arrived in the estate and prepared don land in new villages which they established. From 1840 dikus paid rent on the hāl of don and miscellaneous dues, while the Mundaris who made little or no don lands paid through their munda or pahan a cash rent per yoke of plough-bullocks in addition to their old quit-rent of grain and a goat. The dikus had pattas, the Mundaris had not, so after 1871 diku headmen, generally Rautias from Ranchi, were for a consideration super-imposed on several Mundari communities whose rights were thus ignored, and received pattas. Mundari Khuntkattidari tenancies are found in a broken state in twenty such villages. Dikus also founded new, or revived deserted, villages usually on clearing-leases, and some aboriginals did the same. Pattas were subsequently given under a clause in the clearing-leases. In respect of matters of which they treat, the pattas define the position of the headmen, which in other points is governed by the custom of the estate. Similar pattas must be given to the holders of unexpired clearing-leases, if they accept them, after rent is assessed at current rates on their village. There are 41 villages where no pattas have been given, and in 19 of them no rent has yet been assessed. The headman's tenure in Anandpur is heritable and permanent except that it may be cancelled by order of court in certain circumstances of arrears or misconduct. It does not require renewal nor a new patta at each reassessment of rent, so no patta salami is realisable, but the pattas do not confer a tenure at a fixed rent. The succession is strictly by lineal primogeniture in the male line with provisions for regency during minorities, the zamindar possessing no power of veto or choice. The rent of the village is payable by the headman to the zamindar and cannot be enhanced or reduced during the period of settlement. Arrears of any kist of rent due for more than a year render the patta liable to cancellation save in special circumstances. When the headman is ejected from the tenure by order of court, the zamindar may appoint any one he pleases to be headman, except in a few Mundari khuntkatti communities where the old Mundari custom obtains that the villagers nominate one of the bhuinhars of the village and the zamindar has a

#### Recapitulation.

veto if the nominee is mentally or physically unfit (§ 58). The remuneration of the headman was formerly *mān* land, but is now commuted to 10 pice in the rupee of the rental of the village. The headman is entitled to a receipt on payment of his rent less the *nala*.

WASTE AND VACANT LANDS, OCCUPANCY AND OTHER RIGHTS.

318. *Settlement of waste—QQ 38—44.*—As already indicated, in the majority of the villages in which there has always been a Mundari headman—the record-of-rights usually describes such persons by their own appellation of Horo Munda—the *bhuinhars* long ago partitioned the village waste among themselves and each *bhuinhar* is entitled to extend cultivation at will within the area assigned to him. Should any other person desire to cultivate there, the consent of the *bhuinhar* within whose share the land has fallen is necessary (§ 310). In other villages all the Mundari *khuntkattidars* can reclaim waste or jungle without permission. In all cases before a new *raiya*t is settled, it is the custom for a panchayat consisting of *munda* and *bhuinhars* (and sometimes resident *parjas*) to debate the matter but the decision always rests with the *munda* and *bhuinhars*. The tenants of the village and particularly the Mundari *khuntkattidars* have a preferential claim to settlement, and *dikus* are usually barred. In rare instances, including the three villages transferred from Khas Porahat, rent is never taken on new cultivation during the currency of a settlement. (2) Apart from this exceptional class—in one village resident *raiya*ts are entitled to extend cultivation at will though outsiders require the permission of the headman, in a few others resident *raiya*ts may prepare small *goras* without permission, but in the large majority of villages the headman's consent, in khas villages the zamindar's, is required for all new cultivation. Resident tenants have everywhere a prior claim to settlement of waste land or jungle. In several villages, Mundaris, Hos, Bhumij or Santals have a preferential claim according to the caste of the headman and the majority of his *parjas*, but as a rule no distinction is made provided the *raiya*t is *desi*, i.e., a native of the aboriginal parts of Ranchi, Manbhum, Gangpur and Singhbhum. The exclusion of *pardesi dikus* from the estate is a point on which zamindar, headman and *raiya*ts are in complete accord. The strong prejudice against up-countrymen and Bengalis is due to the object lesson at the neighbouring station and timber depôt of Manoharpur. There such persons are said to intimidate people to work for them as carters by threats of false suits to be instituted against them at Raniganj, the first intimation of which reaches them in the form of an execution. Similar allegations regarding suits at Raniganj were, I remember, made before me at Dinapore in 1903, and I have myself seen large areas of land fallow in the village of Raikera as a result of chicanery of this kind.

(1) Custom of the exceptional Mundari *khuntkatti* villages.

(a) Division of waste among the *bhuinhars*,

partitioned the village waste among themselves and each *bhuinhar* is entitled to extend cultivation at will within the area assigned to him. Should any other person desire to cultivate there, the consent of the *bhuinhar* within whose share the land has fallen is necessary (§ 310). In other villages all the Mundari *khuntkattidars* can reclaim waste or jungle without permission. In all cases before a new *raiya*t is settled, it is the custom for a panchayat consisting of *munda* and *bhuinhars* (and sometimes resident *parjas*) to debate the matter but the decision always rests with the *munda* and *bhuinhars*. The tenants of the village and particularly the Mundari *khuntkattidars* have a preferential claim to settlement, and *dikus* are usually barred. In rare instances, including the three villages transferred from Khas Porahat, rent is never taken on new cultivation during the currency of a settlement. (2) Apart from this exceptional class—in one village resident *raiya*ts are entitled to extend cultivation at will though outsiders require the permission of the headman, in a few others resident *raiya*ts may prepare small *goras* without permission, but in the large majority of villages the headman's consent, in khas villages the zamindar's, is required for all new cultivation. Resident tenants have everywhere a prior claim to settlement of waste land or jungle. In several villages, Mundaris, Hos, Bhumij or Santals have a preferential claim according to the caste of the headman and the majority of his *parjas*, but as a rule no distinction is made provided the *raiya*t is *desi*, i.e., a native of the aboriginal parts of Ranchi, Manbhum, Gangpur and Singhbhum. The exclusion of *pardesi dikus* from the estate is a point on which zamindar, headman and *raiya*ts are in complete accord. The strong prejudice against up-countrymen and Bengalis is due to the object lesson at the neighbouring station and timber depôt of Manoharpur. There such persons are said to intimidate people to work for them as carters by threats of false suits to be instituted against them at Raniganj, the first intimation of which reaches them in the form of an execution. Similar allegations regarding suits at Raniganj were, I remember, made before me at Dinapore in 1903, and I have myself seen large areas of land fallow in the village of Raikera as a result of chicanery of this kind.

or (b) right of *bhuinhars* to clear without permission.

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(2) elsewhere the headman's consent is generally necessary to reclaim waste, Q 39.

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Preferential claims Q. 41.

Hos, Bhumij or Santals have a preferential claim according to the caste of the headman and the majority of his *parjas*, but as a rule no distinction is made provided the *raiya*t is *desi*, i.e., a native of the aboriginal parts of Ranchi, Manbhum, Gangpur and Singhbhum. The exclusion of *pardesi dikus* from the estate is a point on which zamindar, headman and *raiya*ts are in complete accord. The strong prejudice against up-countrymen and Bengalis is due to the object lesson at the neighbouring station and timber depôt of Manoharpur. There such persons are said to intimidate people to work for them as carters by threats of false suits to be instituted against them at Raniganj, the first intimation of which reaches them in the form of an execution. Similar allegations regarding suits at Raniganj were, I remember, made before me at Dinapore in 1903, and I have myself seen large areas of land fallow in the village of Raikera as a result of chicanery of this kind.

No settlement permissible with *pardesi dikus*.

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319. In some villages near Anandpur a former European forester required that before making *goras* in villages near Anandpur, *parjas* should make a payment of 6 annas to the zamindar as "*jangaltarasi*." The custom was never general, and has been entirely discontinued since khas jungles were set apart at the settlement, and of course, it was included in the rent for *gora*, all the imposts on which amounting to Rs. 1,091 were commuted to a rent producing Rs. 1,408. *Salami* is therefore never taken throughout the estate for settlement of waste land. In one khas village, Buribil, the tenants complain that they are not allowed to make *goras* without paying *salami* though the zamindar himself does not claim it. Such complaints may, however, always be expected in villages in this pargana which become khas. New *gora* lands nowhere pay rent during the currency of the settlement within which they are made: '*gorakar*,' the old tax of 8 annas per plough (supposed to cultivate 12 *bighas*), or of one maund of *dhan* for the whole village, commuted to and included in a rent on existing *goras* at the last settlement, is now no longer payable. It was originally payable only where there was no *don* in the village. For waste land

*Jangaltarashi* and *gorakar* commuted.

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No rent is assessable on *goras* made during a settlement till the expiry of that assessment.

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converted into don, no rent is realisable for periods which vary in accordance with the nature of the land, and in different villages, from three years up to the entire remainder of the current settlement. The total exemption in some villages is in accordance with khuntkatti ideas, cp. § 213. The principle is that no don can be assessed to any rent till it is quite ready. When assessment

Rent, not exceeding half rates on new don during current settlement, afterwards at full rates.

is made, the rent is at half rates till the expiry of the settlement and goes to the headman. On a general reassessment all new land pays at full rates to the zamindar, there being no permanent privileged rate for new reclamation. At the rent settlement, don was classified into bera, náli and bádi, and different rates fixed for the classes. Similarly gora was subdivided into ordinary gora and hill-gora, the latter paying at half the rate on the former. Rasadi enhancements were also allowed.

Classification of lands.

320. *Settlement of vacant lands.*—Notice of relinquishment is due to the headman who is for this purpose both under Act I (B. C.) of 1879 and by custom "the landlord."

Relinquishment, Q 45.

I doubt if formal notice is often given: the cultivator simply leaves the village. Save in the exceptional Mundari villages where he must consult the other khuntkattidars the headman settles vacant lands. Neither the zamindar

Headman settles vacant lands.

nor any other person is in any way entitled to be consulted, but the headman must follow the customary rules of the village. In all cases, the first preference is with the villagers, and amongst them with the relatives of the previous cultivator. If they do not exercise their option, the headman may hold the land himself or settle with another resident cultivator, but in some cases he is precluded by custom from holding such lands if any other tenant will take them. In all

Custom as to person entitled to first offer of vacant land, QQ 48, 49.

cases it is an abuse if he retains all the lands or more than a reasonable proportion of the best lands. Failing candidates in the village he may settle with outsiders, subject in certain cases to restrictions in regard to caste or origin similar to those observed in the case of settlement of waste (§ 319).

321. The general custom is that no salami is taken on settlement of vacant lands and the same rate of rent is exacted. In several villages, however, in most cases within the past few years, a practice of taking salami has grown up due largely to the increase of rent during the last settlement. Except perhaps in some of the more ancient and more closely cultivated villages such as Ruikera and Anandpur, it is certainly not an ancient custom nor is it general. The headmen who claimed mukarrari rights began to take it earlier than the others, and

Some exceptions as to salami.

this combined with the fact that no doubt such persons (considering themselves maliks) took enhanced rents when settling vacant lands, led to the assumption on the part of tenants in possession of their own reclamation, that they also held on a privileged tenure. In most villages salami has never been taken at all, though it is probably customary to make the payment of the arrear rent of an absconder a condition of settlement to prevent the arrears from falling on the headman. A relative would nowhere pay anything except the arrears. Enhanced rents are not taken where there is no custom of salami and frequently not even where there is.

322. *Occupancy right, Q 51.*—A cultivator has admittedly an occupancy

(a) Undisputed in all don lands.

right in all don lands held by him whether reclaimed by himself, inherited from the reclaimers, or settled with him by the person or body whose prerogative it is to settle vacant lands. The right accrues from the moment he enters into possession of vacant land, or begins to reclaim any piece of waste. There is some difficulty in parts of the estate as to gora land. Before the rent settlement gorakar, and in villages near Anandpur jungaltarasi really a new charge devised by the forester to maintain some supervision over the denudation of forest (§ 319) with 'khetiparān' were the only charges on gora. At the settlement, in complete reversal of the previous custom, gora was assessed on the basis of a commutation of those charges and entered separately in each cultivator's name. No rent is now realisable on new gora, and in many villages it is found

that the right of a man in his new gora is precisely the same as in his don lands and accrues from the day when he begins to clear it. But there was in some diku villages an

(b) and in most villages as to gora. old custom whereby the headman brought pressure to bear on the holder of a gora which was capable of conversion into bera to convert it within a certain period which was of course extended for good cause. If he failed to do so, a panchayat was held and he was directed to surrender it to a candidate who

An exceptional custom in some diku villages, would turn it into don, or to pay for it at the rate of reclaimed don. In the first place it is

admitted that examples of this procedure are exceedingly rare. The garhmanjhi declares the custom obtained only in the time of Thakur Ajambar Singh, and not in the time of the present proprietor who succeeded in 1895, and only two headmen out of six score know of instances. Further, admittedly in no circumstances may the possession of such a gora be transferred without the occupier's permission and in any case he has occupancy rights by law after occupation for twelve years. As a matter of fact gora cultivation is more profitable than conversion to don would be, but the fault is, not that the rent of gora is too low, but that the rent of new badi is too high, and no premium is put on conversion to don because of the absence of privileges for 'korkar' after the first few years. A most important restriction on this practically obsolete custom is that it was, according to the garhmanjhi of the estate, only when the up-land would make fine bera land, that the custom operated at all. Courts would do well

to regard this custom as almost obsolete even which is practically obsolete. in the villages where it originally existed, the restrictions on it as so great as to render it nugatory, and the burden of proof as heavily on the person alleging it. Where the custom is not even alleged to exist, occupancy right is shown in the record-of-rights as governed in the case of gora by the rule which applies to don; where the custom is claimed by the headman or zamindar to exist, occupancy rights in gora cannot under positive enactment be delayed beyond twelve years' occupation. One thing is certain, of course, that the mere payment of rent makes no more difference with regard to the accrual of occupancy rights in gora than it does in the case of don, where occupancy rights arise forthwith though rent is not paid at the outset. The custom in that respect is absolutely unchanged. In some villages if a tenant conceals or does not claim some of his gora at an assessment of rents, the headman need no longer regard it as his, and may settle it with another. Where goras are only cultivated at intervals of several years, it is obvious that a cultivator's action in this matter proves whether he has or has not given up claim to it.

323. A raiyat may turn his gora lands into don without permission. It is advisable to note here that neither headman nor zamindar can take rent at don rates for assessed gora which has been converted during the current settlement. A cultivator who lives outside the village where he cultivates has the same rights as a resident cultivator. The customs as to the various easements are the same as

in the other pirs treated as sadant. Homesteads, groves, tanks, places of worship and burial, burning ghats, and threshing floors and manure pits are

not assessable. The last two may be made without permission in any parti land, but no occupancy right accrues in the particular spot should it be wanted by the headman for cultivation in a succeeding year (see § 100). In the exceptional Mundari villages rights of cultivators are stronger as they are in the Kolhan Pirs (§ 216). A tenant may make a bāndh within his lands for

preparing or irrigating his cultivation without permission. The term 'bāndh' is in many villages interchangeable with 'bera' or 'don,' but it has also the usual signification. In waste land it is usually necessary and sufficient to secure the permission of the person or body who can give permission to make new cultivation, but if rent-paying don is to be permanently submerged in the preparation of a perennial large bāndh or tank, then the zamindar's consent is required as well as the headman's, except in the exceptional Mundari villages where it is sufficient to inform the zamindar. Bāndhs in fields are repaired by the

cultivator. Big bāndhs and tanks are repaired by the owner, who receives reasonable assistance from persons benefitted. In a few instances a bāndh made by the zamindar or an old tank is repaired by those who use the water.

Right to plant trees, Q Q 59-60. Any one may plant trees or groves on his own land at will. It is not usual to plant elsewhere, but if he desires to plant in parti he requires the headman's permission, and if in a neighbour's land, the permission of the latter. In a few Mundari villages, as in the Kolhan Pirs, the cultivator may plant in waste land, in others he requires permission from the khuntkattidars to do so.

324. The legal and customary incidents of a raiyat's holding have been already described in § 106, as well as the position of Mundari khuntkattidars in those respects. It is sufficient to add the custom as to mortgage and thika. In no case does custom permit a mortgage of either kind or thika to be

Legal and customary incidents,  
Q Q 61-68.

given to a *pardesi dika*. In many villages, particularly Mundari khuntkatti and some other aboriginal villages, custom imposes further restrictions—in the former the consent of the khuntkattidars or of a panchayat of villagers is necessary, and in both, such conveyances may frequently not be executed in favour of persons of another village and sometimes not in favour of persons of another caste. So also gora is not sublet in many villages. Indeed in many villages mortgage and thika are both unknown, and where they exist the headman's consent is not in practice asked.

325. All villagers may graze cattle on the waste land (including khas jungle) and fallows of their own villages and orchards and in similar places in the neighbouring villages. They are entitled to take free of charge without permission such minerals as stone, iron-ore, clay, gravel and all similar things, and to use all minerals each according to his occupation.

Grazing rights, Q Q 98-99.

Minerals, Q Q 100-107. They may similarly take limestone to turn into lime. They may not sell any of these minerals except such as are used in the course of their occupation and made into manufactured articles. A cultivator may use the earth of his holding for house-building or for making bricks for that purpose. The zamindar's is however the only pucca brick house in the estate. As a matter of fact earth may also be taken for this purpose free of charge from any waste land. A tenant may also

Fishing rights, Q 69. fish without permission and without fee in running streams in his village, but the zamindar may reserve two or three pools in the Koil for fish for his own table. In bāndhs the fish belong usually to the owner of the bāndh.

326. Except in the exceptional Mundari villages the headmen in Anandpur settle both waste and vacant lands and have a free hand in so doing. The villagers and sometimes special classes of them, particularly in aboriginal villages, have a preferential claim to settlement. The previous cultivator's relatives have the best claim of all. The headman has, as compared with the other cultivators, often as good, occasionally a better, but sometimes an inferior right to vacant land. He may introduce outsiders, if no villager will take the land, but in some villages admission is restricted to certain castes and everywhere he is prohibited from admitting any but *desi* or local people. Salami is rarely taken and only in dika villages, and the same is the case with enhanced rent though it is more rare still. Occupancy rights accrue at once in don, and also in gora except in several villages where there is a vague custom regarding gora capable of conversion to 'bera.' The other incidents of holdings are the same as in the rest of the pargana. In the exceptional Mundari villages the khuntkattidars also have a voice in settlement of waste and vacant lands and a preferential claim to settlement. In some such villages all the waste land has long been divided by them among themselves.

Recapitulation, Q Q 88-69.

#### RIGHTS IN JUNGLE AND TREES.

327. With hardly an exception the tenants and artisans in Anandpur can in fact procure all the timber, fuel and forest produce they require from the jungle of their own village (Q. 70), but both as

All tenants have a right to a full supply of forest produce free without permission,



regards grazing and supply of forest produce of all kinds they have also an uninterrupted right of use over the jungles of neighbouring villages. It is freely confessed by the zamindar and admits of no question that they are entitled to take for their own needs, but not for sale, all kinds of forest produce from all lands within their own village, without permission, permit or charge of any sort. They have, moreover, from time immemorial taken free of charge and without any body's consent whatever produce they required from any part of the estate. In fact the unit for jungle produce is, as elsewhere, the whole estate (§ 219). During the recent survey and rent settlement, however, 31 blocks of jungle situated in 96 villages and covering 45.04 square

from any part of the estate except the khas jungle.

miles were set apart as khas or 'rakha' jungle of the zamindar including 1,901 acres in khorposh villages the ownership of which is in dispute.

I shall refer to this later on merely stating here, that as a result of a partition between tenants and zamindar tenants' rights with the exception of grazing rights and the right to take minor forest produce such as fruits, roots and leaves, no longer extend to the khas jungles, so long as there is an ample supply of timber and other forest produce in the 'bahar' jungle of the particular village.

328. The immemorial principle is that the tenants are entitled to take from any part of the estate free of cost and without restriction any forest produce whatever for their own requirements (Q 71) but not for sale (Q 80), while the zamindar may also take for his own use [QQ 73(c) 75(c)] and may (by more recent custom) sell (Q 79) any produce of jungle or waste land, always providing that by the exercise of the right of sale he does not abridge the co-existent right of the tenants to an ample free supply of forest produce. Where however products such as lac or tasar are grown for sale they are subject to the customary tax of the estate. The only products which the tenant may sell is the fruit and leaves of planted trees and of self-sown trees when they stand on his own land. Mahua and the fruit of kusum, like all other jungle produce, may be enjoyed free, but may not be sold.

Rights of zamindar and of tenants.

Both have full right of use.

Zamindar may sell timber and jungle produce if enough remains for the tenants' requirements.

Tenants have no right of sale of jungle produce.

329. As to trees planted by the owner or a person from whom he has inherited them, the owner has an absolute right to the fruit and leaves which he may sell. He may also sell the bamboos which he has planted though sale is, as a matter of fact, rare. It is not customary to cut down such trees even when they do not fruit. When they die, the owner has exclusive right to the dead timber, but he does not sell it. If he leaves the village such trees, if on cultivated land, usually (but not always) go to the new tenant, if on dii-bari or parti to any relative whom he leaves behind, or failing relatives, to the village community being treated as self-sown trees.

Planted trees. Q 72.

330. In most villages, the produce of all self-sown trees when growing on arable land or in homestead may be taken by any villager and when on waste land and jungle often also by persons from other villages of the estate. The dry wood of trees in arable land and timber cut in clearing jungle for cultivation may similarly be taken by all villagers and also by the zamindar for sale if not wanted by the villagers. Green trees if cut at all from homestead or arable land are only cut by the tenant or with his consent. In some villages, however, self-sown trees standing in homesteads are regarded as the exclusive property of the house-holder whose permission to take either fruit or timber is essential. In rare instances, this principle is extended to all trees growing on goras and in some to the produce of mahua and kusum only. Fruit trees are not cut by any one even in the jungle. The zamindar has never exercised any right to cut green timber from arable or homestead lands, nor does he advance a claim to any right whatever to do so.

Self-sown trees

(a) on cultivated land and homestead.

Zamindar has no right to cut them.

Wood and fuel from waste land and jungle may always be cut and taken by villagers free without any permission and not infrequently by all tenants of the estate. The zamindar is still entitled to cut

(b) on jungle and waste. very large timber (not fruit) trees for sale from the unreserved jungle. The fruit of self-sown trees in waste lands and jungle even in villages where only villagers may customarily take it, may also be taken by him for his own personal use but not for sale.

331. Whilst mahua trees are in many villages treated in precisely the same manner as other fruit trees and are common property, in others common rights extend only over such trees as stand in jungle or on waste land. In some cases all the trees on cultivated or homestead land are divided among the villagers, non-agriculturist as well as agriculturist. This division is made by a panchayat consisting of the headman and villagers and is made once for all and not annually. If a new raiyat is allowed by them to settle, the panchayat sometimes makes a partial redistribution and gives him some to use. Similarly if several of a man's trees die the shares are equalised. And if trees stand on a new gora made by a man who already has his full share, they are distributed among others. In some other villages a tenant has an exclusive right to mahua trees standing on his holding though he has no such right over any other

Mahua trees. Q 74. species except occasionally kusum. Elsewhere again the exclusive right extends only to trees grown on his bāri lands and sometimes the flower may be collected by any one who takes the trouble to keep the cattle off whilst it is dropping.

332. When land is first cleared for gora cultivation, mahua, kusum and mango trees are as a general rule never cut. Other fruit trees, pipal, bair, dumar, jamun, porho, and kend are spared if fruit-bearing, unless they are so thick as to interfere with cultivation. The practice varies from village to village. Pipal and tamarind, which is rare in the jungle, are usually left and pohro is carefully preserved where lac is cultivated on it. Jamun trees, and small kend and chenr are cut in preference to all others. Arjun is found only on river banks where it is unnecessary to cut it, and is therefore spared. Large hara trees are spared if practicable, but are not valued to the same extent as edible-fruit trees. The zamindar has made some attempts to preserve paisar, and this species is in some new villages cut only with his permission, but usually no respect whatever is shown to it. Asan again is ruthlessly cut by Rautias, Uraons and other Nagpurias who do not cultivate tasar. Where tasar is cultivated asan is spared where it is left in a position suitable for rearing tasar, but not invariably, as few or very scattered trees are useless for the purpose. Large sal trees are occasionally spared in small numbers but always cut in preference to fruitbearing trees. Karanj is rare, and is generally spared when found. Other species including hesel and karam are cut indiscriminately unless an occasional tree is left in the absence of all other species. Generally speaking, in the north, no respect is paid to any trees except kusum and trees producing edible fruit: sal, paisar, asan, and hara are ruthlessly cut. Most consideration is shown in the recently settled east where asan, paisar and hara are preserved.

In making don trees of all species may by custom be cut. Even if it is not cut the result is the same, since the tree soon dies in the water-logged soil.

None spared in making don. 333. As regards cutting for timber, only absolute necessity warrants the destruction of kusum, mango or mahua. The timber of other fruit trees except jamun is of little use.

Cutting for timber, etc. Q 78. Unless the fruit of a jamun tree is very good, it is freely cut, though a tree whose fruit cannot be taken is cut in preference. Asan, even where tasar is grown, arjun and hara are freely cut for timber for special purposes such as the making of ploughs and carts, as is also paisar, save where the zamindar's consent is required and in recent villages where naturally other trees if suitable are preferred. Trees cut in making goras are of course not spared when required for timber.

Permission only rarely required to cut trees. Q 77.

Generally speaking, no permission is ever required or taken to cut trees on waste land or jungle, or on the land of the cutter. In a few new villages as has been said (§ 332), the zamindar's consent is taken, even when there is a headman, to cut certain species, in others again the headman's permission is required, but only to cut trees in the course of clearing for gora cultivation. But when khas jungle has been set aside in a village, the zamindar has under the terms of the compromise, surrendered whatever right of veto he was entitled to exercise in those villages on the cutting of trees, except kusum, asan (when it was amongst the list of trees not cut) and certain fruit trees which are not ordinarily cut. In no circumstances did the veto ever extend to the cutting of trees in preparing low rice land. Similarly under the terms of the compromise the zamindar has in consideration of the setting apart of the khas jungle consented to forego all right to cut any but huge trees of the kind which are cut for timber by the custom of the village from the bahar jungle. He may sell the timber of such trees and also any trees cut by tenants in preparing lands when the villagers do not require them for fuel or timber.

334. The custom throughout Anandpur as regards jahiras or sarnas is that a number of trees ranging from 5 to 25 (usually the larger number) are set aside for purposes of worship.

Jahiras. Q 81.

These trees cannot be cut green by any one nor are they used for the purpose of cultivating lac or tasar. Any one may take the fruit but it may not be sold. The wood when dry may not be removed from the grove but is used solely for the purposes of worship. In a few cases it may be cut for that purpose, in others it may not be utilised until the tree has fallen. The trees beyond twenty-five are treated as if they had no connection with a sacred grove, and do not differ from any other part of the jungle of the village.

#### DALKATI.\*

335. In its earliest form this impost was a tax in kind on the collection of wild cocoons from the jungles. It was originally paid at the rate of one 'pan,' or 80 cocoons per village as we find in the list of 1859. Later on it became four gandas or 16 cocoons from each collector. Recently it has become a cash payment of eight annas, the approximate value of sixteen seed cocoons. As a rule cultivators do not collect their own seed cocoons, but purchase from persons who have collected on permits in Gangpur, Anandpur or Ranchi.

Tasarkar. QQ 90-97.

Fee on collection of wild cocoons.

Tasar is now-a-days grown on asan trees in a considerable proportion of the southern and eastern villages. It is usually cultivated only by Singhbhuiyas, including Hos, and by Tamarias or Bhumijis and not by Nagpurias or Mundaris who "do not know the puja." Those intending to cultivate it, whether resident or non-resident, assemble and divide the available trees among themselves, irrespective of whether they are growing on holdings or on waste land. If there are not enough trees for all intending cultivators, the residents of the village must first have all their requirements satisfied. The zamindar has no concern with the division. A fixed charge of one rupee per head is payable by all who cultivate. The operation is known as "dalkati" hence the name of the tax. If the headman collects the taxes of the other persons who cultivate, he may himself cultivate free, but he receives no other remuneration. If he declines to collect, collection is made khas.

Method of division of trees among intending cultivators. Q 95.

Rate. Q 92.

The rate has been one rupee per cultivator for 10 or 15 years. Before that it was 8 annas and, originally 4 annas, the rate taken in 1858 as reported by the Commissioner of Chota Nagpur. The present rate which is the same as in the Kolhan has been taken for a long time, is not unreasonable and has not been anywhere objected to as regards amount. It is recorded as the customary tax of the estate.

When not realisable.

Dalkati is realisable only in the years when a man cultivates and not at all if the insects die before branches are cut.

336. Like tasar cultivation, lac cultivation involves the lopping of branches from trees and is also 'dalkati.' While dalkati for tasar is payable when the branches are cut at a very early stage of cultivation, the branches in the case of lac are only cut when the crop is successful and ready, and the cultivator pays nothing in the case of failure of crop which is very frequent. In Anandpur lac is usually grown on kusum though big kusum is considered sour food for the insects, but also on porro and occasionally on paras and bair. No tax is realisable in respect of planted trees like bair, as the planter has an absolute right to the tree. The customs as to trees vary, but the owner of a planted tree always has an exclusive right to grow lac on it. As a rule the tenant in whose land a tree is standing has a prior right to use it, and others can grow lac on it only with his permission. Sometimes, however, this right only extends to trees standing in his bari. In some villages, a man may rear lac on any tree without any permission. In a few, all trees, wherever they may be, are distributed by the headman, while in others the headman's consent is necessary to the cultivation of lac on trees growing on waste land. It is the practice to extend cultivation over a period of 4 or 5 years, some of the lac being left on the tree each year as seed for the next year's crop. By the end of the period, the tree is pretty well denuded of its branches and requires a period of rest. In some villages, a man's right in a tree not standing on his own land lapses at the end of such a period of cultivation, in others he has an exclusive right in a tree from the time he begins to grow lac on it until he definitely abandons it. Lac has this year for the first time been cultivated outside the cultivator's own village. In the three villages where it was set by non-residents no consent was asked or given, as the trees were in waste and no person's exclusive property and as the villagers do not themselves cultivate lac. If they did, non-residents could cultivate only if the supply of trees was in excess of the requirements of the villagers. The zamindar's consent to cultivate lac is never asked nor is it necessary.

337. As to rates, the zamindar claimed that the customary rates of the tax were from four annas to one rupee for kusum, and from two annas to eight annas for porro and paras according to size. The counterfoils, however, show that two annas to eight annas and one anna to four annas are the sums collected on kusum and other trees respectively and this is borne out by the statements of the cultivators. Whenever in rare instances, details are given in the counterfoils and refer to other rates than these, they have invariably been subsequently added in a different ink. I find that in no case is more than eight annas and four annas for kusum and other trees respectively leviable when lac is cultivated.

338. As to liability to pay dalkati the people of the three villages recently transferred from Khas Porahat (§ 308) deny liability. Payment is not customary in them and has not been recorded. Similarly in the exceptional Mundari khuntkatti villages liability to payment is not recorded, but in the two villages of Tarapdanda and Bandi where the patta founding the tenure provides for it, dalkati is payable. Many headmen, especially Rautias, came forward to claim exemption. In some of their villages neither lac nor tasar has ever been cultivated, but in all villages they deny these as they deny all other dues. Such of them as have grown lac have apparently withheld payment lately, and as regards earlier years there is no evidence against them, as the zamindar's papers have been destroyed. Dalkati for tasar is an old custom in Anandpur as it is in Kera, and on the analogy of tasar, the tax on the cultivation on self-sown trees of lac, a new jungle product cultivated not for personal use but for sale, was reasonably introduced in both estates (§§ 394-5). But, of course, payment in respect of lac though it is the custom in Anandpur, is not a very old one, as the cultivation of lac was only introduced about fifteen years ago, and until very recently into a few villages only. But it has been collected without demur, the analogy of dalkati

for tasar being admitted and the matter being expressly provided for in the clearing-leases or pattas of new villages. There is no friction between zamindar and tenants. In fact the recent extension of cultivation of lac is due to the zamindar having made advances without interest to intending cultivators. The strength of the objection of the raiyats lies in the contention that they have spared the trees to the detriment of their cultivation. But,

No distinction of rate between trees in jungle and trees on cultivated land. though a distinction in rate between self-sown trees in cultivated rent-paying land and trees in waste, would doubtless be reasonable, differentiation has

never obtained either in Anandpur or in Kera, and the tax is reasonably claimed as a custom of the estate. Lahkar is collected khas. It is not realisable on planted trees. It is payable on self-sown trees in the years when lac having been successfully cultivated, and the branches of the trees are cut. The zamindar has nothing to do with the trees themselves; the owner need not use them for cultivation of lac, and if he does not, of course, he does not pay the cess. Nor has the zamindar any right to distribute trees

Zamindar has no right to the trees or concern with distribution of them. even in the jungle, distribution takes place according to village custom, the zamindar having no right to interfere in the internal affairs, and his

sole right is to receive the customary lahkar if lac is successfully cultivated on a self-sown tree. In the case both of lac and tasar, an entry of the custom of the estate is made in villages where these products have not hitherto been cultivated, in all cases where dalkati would be realisable (§ 21).

339. Villagers in the Anandpur estate, therefore, have admittedly a right to cut timber and take forest produce of all kinds from the 'bahar' jungle of their village (and in most cases of other villages) free of charge and without permission of any kind, for domestic and agricultural purposes, or for their use as artisans. They may graze cattle anywhere in the village and in neighbouring villages (including khas jungle) where there is no crop. They may not sell any timber, fruit or forest produce except the fruit of their planted trees and of self-sown trees in their goras and bamboos planted by themselves, but their manufactured products may be sold. Sabai and other things grown on their goras is a crop, not a forest product. The zamindar could also take for his own use or for sale any timber, fuel or jungle produce in the jungle or waste land, but his rights except as to the timber of big trees in waste or jungle are now restricted to the khas jungle. The zamindar cannot by custom cut green trees from bāris or goras of tenants, but may sell such trees as are ringed or cut down in reclaiming land, when they are not wanted by the villagers, and he cannot veto the cutting of trees. Mahua, kusum and mango are never, and asan is frequently not, cut. Since the khas jungles were set apart, he is entitled to take from outside these jungles only what is useless for the villagers. The custom as to the produce of mahua and kusum trees (except lac) varies from village to village, but no fruit trees are anywhere assessable. Dalkati for tasar and lac is a custom of the estate, and the customary rates of the taxes are one rupee per head for tasar, and up to eight and four annas respectively for kusum and other self-sown trees, when the lac crop is successful. These two products may be sold. Besides dalkati no other impost whatsoever can be legally realised by the zamindar from residents of the estate in respect of produce of trees or jungle unless the customary trade taxes be considered in some measure of this nature. The position as regards the 'khas jungle' is shown below. I need only mention here that in certain contingencies tenants have a right to receive timber and forest produce from the khas jungle also, free of cost, on a permit from the zamindar.

#### KHAS JUNGLE.

340. As already indicated, both tenants and zamindar have from the most ancient times had unrestricted rights to procure jungle produce for their own requirements free of charge from any jungle in the estate, and the zamindar has now admittedly the right to sell from jungle and waste. Many of the Mundari villages existed in times long anterior to the advent of

Rights of tenants in jungle not restricted by village boundaries.

the zamindar's family, and when pattas were first given in the diku villages no restriction whatever was placed on use of jungle produce or on grazing. In recent clearing-leases, it is true, fairly precise provisions regarding right to jungle and trees have been laid down for new villages, but the terms therein inserted do not at all describe the position of villages established either before the era of pattas, or before the era of this new class of pattas granted within the past 10 or 15 years at most. But even in such villages, either no boundaries were given, or they were of the most indefinite kind, so that it is not surprising to find that while arbitrary boundaries were laid down at the recent settlement, the villagers claim reciprocal rights to graze in and take produce from the jungle of adjoining villages at will, in most cases without the consent of the headman. Moreover, though there was in some recent leases, a provision making the zamindar's consent necessary to the cutting of valuable trees, it appears to have been rarely complied with, and in fact the right to reclaim land implies the right to cut the trees essential for the purpose. The zamindar's right to sell was everywhere admitted except by the headmen of certain villages who unsuccessfully claimed to be mukarridars, and except by the khorposhdars whose villages I omit from consideration at present. Thus it is clear that it is impossible to prove that there is any piece of jungle in the estate over which the tenants have not exercised rights of user. It does not follow, therefore, that even if the jungles had not been formally assigned to any village, the raiyats have no rights over them. As a matter of fact old *jhums* exist in many blocks, and all were grazed over. Further, many of the villages had boundaries of sorts which have not been ascertained and laid down, and doubtless parts of the khas jungle as demarcated falls within them: in the others it cannot be said that rights of tenants exist only on one side of an arbitrary line, especially when they are rights of user, by no means invariably restricted to one village.

341. It being clear then that both zamindar and tenants had rights over the whole of the forests of the estate, it was eminently reasonable that the former should be put in a position to reserve a certain portion of them, provided always that the co-ordinate right of his tenants to a sufficient quantity for extension of cultivation, for timber and fuel, and for grazing were carefully preserved.

At the recent survey and settlement of rent by Mr. Taylor, it was found that only 41 villages had fixed and definite boundaries. The headmen, however, divided all the jungle among their own villages and after an unsuccessful attempt at an amicable arrangement as to boundaries, the survey was made in accordance with those lines. Finally instructions were issued to the Assistant Settlement Officer to block off portions of jungle on the village maps if they found an unnecessary amount included. This appears to have been done impartially, generally along the margin of villages, and irrespective of whether any boundaries were given in the patta or not. Altogether 31 blocks included in 96 villages and extending to 45.04 square miles were formed, of which 40.81 square miles were excluded from village areas. Eleven sub-blocks extending to 2,806.7 acres situated in the villages of the eight headmen whose claim to mukarrari tenure had not then been rejected (§ 294) and 1,091 acres in three villages of khorposhdars were not excluded from the village areas. (It is only in these khorposh villages that there is now a dispute as to title. Mr. Taylor says with regard to these:—"The four blocks in the khorposh villages are the khas jungle of the khorposhdars subject to such rights as the Thakur may obtain in them in the Civil Courts") As the total area of jungle in Anandpur was 123.97 square miles, the allowance of 78.93 square miles or 63.65 per cent. as bahar jungle was liberal. Mr. Taylor thereafter held a mass meeting at Anandpur and arranged between zamindar and tenants the following terms which on account of their importance, I give *in extenso*, the theory being that the new division is really a partition between zamindar and tenants:—

- (1) "In the 'bahar jungle' the tenants have full rights to clear with the headman's permission [Mr. Taylor had not enquired into the rights and customs in the Mundari villages (§ 318)] and to utilise the timber for their own use, but not for sale.

- (2) The dead timber, and trees cut in making new lands belong to the Thakur, and may be taken and sold by him but he cannot prohibit the cutting of the trees. (In this provision the addition to the first clause 'if not required by the cultivator or the villagers,' appears to have been inadvertently omitted.)
- (3) Fruit trees and certain others (asan and kusum) are reserved, and cannot be cut without permission of the Thakur.
- (4) In the 'khas jungle' the tenants cannot cut nor clear without the Thakur's sanction. Should the supply of building materials or firewood or other requirements be at any time insufficient in their own villages, the tenants can take them on a pass from the Thakur from the khas jungle free of payment.
- (5) They (the tenants) can at all times without a pass gather and take jungle fruit, edible leaves, roots and herbs from the khas jungles.
- (6) They can graze their ordinary cattle, buffaloes, goats and sheep free in the khas jungle without a pass. Professional graziers must make special arrangements with the Thakur."

342. This partition whereby the zamindar had a free hand in the khas jungles subject only to continuation of the tenants' grazing rights and the collection of fruits and roots, and to an eventual right in certain remote contingencies to receive a free supply of timber from those jungles, and on the other hand the tenants had a free hand in the bahar jungle, the zamindar selling only what was useless to the tenants, was apparently voluntary and it certainly

Why departed from by the zamindar? was equitable. But unfortunately the terms were departed from by the zamindar and the result was

a storm of opposition which daily gathered force during these proceedings. The Deputy Commissioner on the advice of the Officiating Deputy Conservator considering that it was "shortsighted generosity to encourage wanton destruction" suggested in 1903 to the Commissioner of Chota Nagpur that grazing should be prohibited and that the Thakur should charge for passes. On the erroneous assumption from this suggestion that the blocks are tracts which had never been assigned to any village or settled with any one for cultivation and that no person had any rights over them, the Commissioner considering that they were wholly at the zamindar's disposal agreed that it would be wise to exclude sheep and goats and to charge a fee as suggested. The zamindar, however, acting on the suggested modification of Mr. Taylor's compromise, has prohibited all grazing and the collection of minor forest produce as well. The

Now the tenants also desire to result was that when Mr. Moberly approached the result. question he found that while a very few villages admitted that they had no rights in the khas jungle, most, including all the villages which had claimed mukararri rights, claimed equal rights in all the jungle within their boundaries, and nearly all claimed the right to graze cattle and to take jungle produce. Later the zamindar, admitting that the previous compromise was a partition by which he himself was bound, withdrew all claim to prohibit grazing and collection of minor jungle produce and admitting further that he is entitled to sell from the rest of the jungle only such trees as, having been cut by the tenants in preparing new cultivation, are

Present claims of the zamindar. not required by them, and large trees suitable for timber, claimed that the khas jungle be so described in the record-of-rights. It is clear that in fact the demarcated blocks are actually in the khas possession of the zamindar, and such rights as have recently been exercised in them by the tenants do not exceed those mentioned in the conditions of the partition effected by Mr. Taylor. On the other hand the zamindar has actually given up with insignificant exceptions whatever rights of supervision he had in the bahar jungle of some villages—this indeed extended to a few recent villages only—and ordinarily all cutting for sale in the bahar jungle of all villages. It cannot, therefore, be said that there was no consideration. The bahar jungle is at present entirely at the disposal of the headmen for cultivation and for timber while the only right which has been surrendered in the reserved blocks is the right to extend cultivation. This being so, the partition itself being equitable and actually taken advantage of by both parties, and such opposition as there is being either consequent on the departure of the zamindar (under misconception of the suggestion made



under a misapprehension by the Commissioner) from the original terms of the partition, being in fact resistance to the claim to exclusive rights or engineered by the unsuccessful claimants to mukarrari rights, it is impossible to ignore the partition and demarcation, and I find that the rights of the parties are determined by the voluntary compromise effected by Mr. Taylor. In those villages, therefore, within whose mauzawari boundaries any portion of khas jungle is situated, a note has been recorded in the column of remarks to the effect that though the jungle within the village boundaries, in both sections of which the tenants had formerly equal rights, has not been partitioned under any law, yet Mr. Taylor effected an arrangement in the nature of a private

**Finding and entry.** partition between the zamindar and the headmen and tenants. The terms of the agreement are construed and detailed. The report of Mr. Taylor being vague on the point whether the zamindar might sell from the unreserved jungle, it is admitted by the zamindar and recorded on admission that the zamindar can sell from the bahar jungles only trees of great size and trees felled in making new cultivation which the villagers do not want. (It is only necessary to add that where 'wogairah' is used in that entry it refers to things *ejusdem generis* with those preceding it.) The rights of reclamation of waste and cutting of timber entered in the body of the record-

**Effect on entries in the body of the record.** of-rights refer, therefore, only to the 'bahar' jungle of the village. It is, of course, understood that should any part of the khas jungle be made

available by the zamindar for cultivation at any future time, it must be made over to the headman of the village in which it is included to settle with the tenants of the village. As I have said the blocks seem to have been made quite impartially, but in any subsequent enquiry, for instance if the Forest Act, section 38 (b) be extended to the khas jungle of this estate, it might be ascertained whether such villages as objected have been badly treated in the matter of room for extension of cultivation. I am inclined to think that with the possible exception of a few new villages and possibly some old Mundari khuntkatti villages, it will be found that they have not. As to the three villages transferred from Khas Porahat, no part of their jungle having been taken for the Porahat reserved forests, I do not find that any distinction is to be made as regards them in this matter.

343. In the khorposh villages concerned a note is made that the decision of disputes of zamindar and khorposhdar *inter se* as to jungle right in khas, and selling right in bahar jungle is not within the scope of the present enquiry. As a matter of fact khorposhdars claim that they have sold from their jungle. In this matter their position is the same as in Kera (§401). In Anandpur khorposhdars are entitled to receive all dues. The arrangement made by Mr. Taylor as to khas jungle included the khorposh villages, but Babu Raghubar Singh admits that the headman of his half share in

**Their khas jungle.** Rengalbera has under the terms of his recent patta the same rights over the whole jungle, whether demarcated or not. Mr. Taylor's view of the rights of parties in the jungles of khorposh villages is quoted in § 341 above.

#### MISCELLANEOUS DUES.

344. The dues on the cultivation of lac and tasar have already been discussed. No chapparbandi is realisable.

Q 108. A second class contains various trade taxes (see §§ 138—140).

- (i) *Tantikar*—an annual charge of eight annas per loom—is taken from weavers who weave, whether cultivators or non-cultivators. The Tantis admit that it has been taken in cash for 20 to 25 years. A five-hath gamcha was originally rendered, the value of which is approximately the sum now paid. The impost is admitted.
- (ii) *Kamarkar* is an annual tax of one rupee per house on workers in iron. It was originally taken in kind in the shape of a plough-share or a kodali. In some of the khas villages the Kamarkar still does the zamindar's work free instead of paying cash. In

Raikera and Mahisagera he holds a jagir in return for supplying ploughshares and kodalis required in the zamindar's cultivation. Handicraftsmen held such jagirs in Khas Porahat in 1840. In Boranga he pays the headman (who claims to be a mukarridar) eight annas and a ploughshare. A Kamar who merely repairs does not pay. The tax is an old one and is admitted. It is a tax, not a rent, but the trade requisites are by custom available from the estate free of charge.

- (iii) *Jhorakar* is paid in Samij at the rate of Rs. 2-4 per house by gold-washers. Until recently they paid one *masa* (tola) of gold which was commuted to a cash payment at its current value at the time. Goldwashers are often Ghasis. It is admitted.
- (iv) *Kumharkar*.—The Kumhars supply earthen pots to the zamindar and touring officials free of charge when called on to do so. Cash is never taken. The custom is admitted and is immemorial.
- (v) *Mahalikar* is a charge of two annas per mensem on each household working in bamboos. It is admitted and has stood at the present rate for some time.

Doubtless a few articles made of bamboo were originally supplied, but in all probability the tax has been somehow enhanced beyond the value of the ancient contribution, I take it, on the analogy of Kera, the zamindar of which finding that bamboos had a ready sale, changed the old tax in kind to a payment in proportion to the value of produce. But that the tax is taken throughout the whole estate at this rate may reasonably be inferred from the state of matters in Boranga, where the headman who claims to be mukarridar receives baskets, &c., free, and also eight annas in cash. The Dom in Raikera who works in bamboos supplies articles of bamboo free instead of paying cash.

- (vi) *Ghamikar*.—A charge of one rupee on each oil mill called *ghani* payable by Tamarias and Telis, the rough oil presses of aboriginals being exempt. The original system of pressing oil free for the zamindar, or at lower rates is maintained in Anandpurgarh, and in Raikera one seer of oil is rendered annually to the zamindar. The tax is admitted.
- (vii) *Dalakar*.—This license tax is the same as in Kera. It is at present only taken in Anandpurgarh at Rs. 4, and in the adjacent Tentuldih at Rs. 2. I doubt if it is an ancient custom of the estate, except perhaps in those villages. It certainly is not realisable as rent, nor could the zamindar prohibit a non-resident shop-keeper from selling in a village if he failed to pay this license fee. It is a sort of fee for good-will. (See § 140.)

345. The trade-taxes originated in services rendered to the Porahat State and its grantees. Just as the village community gave the equivalent of a portion of the yield of cultivated lands and repaired the Raja's house, the artisan was taxed on the fruits of his labour. In both cases it is only in

Remarks on trade-taxes. comparatively recent times that the payments have been commuted to a cash payment. The payments in respect of trade-taxes have not been recently enhanced. The entries regarding them have not been anywhere objected to. Only in a few villages in this estate have Tantis and Kamars been long settled; in most places they appear to be recent immigrants, but, of course, they are subject to the custom of the estate. In all cases the tradesmen in this estate as elsewhere in the pargana are entitled to a full supply of the requisites of their craft free of charge, an easy matter in Anandpur at present, but in origin the imposts on them are not a payment for produce, and it is only in the case of mahalikar that the payment has become associated with this idea. No tradesman who does not work at his trade is liable, it will be observed. The headman of Boranga whose claim to mukarrari is still pending has always taken the trade-taxes in his village. They were, however, recorded at attestation as payable to

the zamiadar, but this entry like the position of the headman generally, is subject to the civil case now pending. In khorposh villages these imposts belong to the khorposhdar.

346. The third class consists of items connected with religious observances :—

- (i) A dasahara salami of one rupee is paid to the zamindar by the headman of each village. (§ 142.)  
It was not payable in 1859 by the headmen of Mundari villages, but is now freely admitted by them also, as it has certainly been paid since they received pattas. No sirpa is given in exchange.
- (ii) At the Dasahara the headmen and cultivators subscribe to purchase a goat to present to the zamindar (§ 143). This like dasahara salami is not given in khas villages. It is usually brought by the headman and is an ancient payment. (§ 292.)
- (iii) Triennially the headman and cultivators subscribe to purchase a Jantal goat for sacrifice at Anandpur in Bhado (§ 144). The 1857 and 1859 lists show that this is not an ancient custom, certainly not in aboriginal villages. It is a purely religious observance of dikus (Bhuias probably) and Hinduised aboriginals. The dehuri as elsewhere takes the head as his perquisite, and the carcass is eaten by the headman and subscribers, except that a quarter is given to the zamindar.

It would be inexpedient to commute such payments as they would be rendered as before, and besides the value commuted would be nil. All are universally admitted and were expressly excluded from commutation at Mr. Taylor's settlement as being of a semi-religious character.

347. Patta salami is not payable. Undoubtedly where the zamindar settled a tract of jungle on a clearing-lease a salami was taken. But there are now no villages to settle in this fashion, as all the jungle is within existing villages and if any portion of the khas jungle is ever available for cultivation, it undoubtedly belongs for that purpose to the headman of the village to which it formerly appertained as it has been made khas only for forest and not for agricultural purposes or so as to be formed into a new village (§ 342). Again in the 19 *amalnamas* or clearing-leases, the period of which has not expired, it is expressly provided that on the expiry of the clearing-lease, settlement, implying a patta, must be made with the holder of the *amalnama* provided he desires it, and settlement is neither expressly nor by implication made dependent on payment of a salami. It is certain that a patta could not be refused because the headman was not prepared to pay a salami which he had not engaged to pay. Admittedly subsequent pattas, though desirable from the point of view of the zamindar, are unnecessary in Anandpur as the pattas are not for a period. The only case quoted to me where a headman secured a new patta and paid a salami for the favour, was that of the gonjhu of Gulu who desired to increase his own income by raising the rate of rent. The present pattas make the tenure hereditary in the family of the lease holder, provided he pays the rent assessed and complies with the other conditions which are not alterable at the option of the zamindar. A new patta in these circumstances is no more than an account of the new rent, and as it is of no value to the headman, it is contrary to reason as well as to custom that he should pay for it. As to villages now khas, the rate of rents fixed by the rent-settlement Deputy Collector are as high as could equitably be charged, and any salami taken from the headman would inevitably result in illegal exactions from the raiyats. I consider that there also as well as on appointments after ejection, no salami can legally be taken. It being unnecessary for the hereditary headman of the village ever to get a new patta, it follows that no patta or patta salami is necessary on the decease of an incumbent and succession of his heir any more than at a new assessment of rent.

Patta salami is not payable.

(Land in khas jungles may not be settled by the zamindar; if at all, only by the headman.)

(a) When pattas are delivered after clearing-leases.

(b) When a new patta showing the increased rent after a reassessment is—unnecessarily—issued.

(c) When villages now khas or from which the headman is hereafter ejected are settled—

(d) on succession of an heir.

348. *Bethbegari*—Bethbegari, produce rent and all other payments, save as shown in §§ 345-8, were commuted throughout all the settled villages of Anandpur at the recent rent-settlement. The Board of Revenue, in approving of this, ordered that an entry be made in the pattas and kabuliyats of the

Bethbegari was commuted and included in the cash rent by Mr. Taylor in all 'settled' villages.

headmen that commutation has taken place. But there are no headmen who could receive pattas in the 19 khas villages and in one of these, Buribil, I received complaints of demand for bethbegari on

But is renderable until assessment in the 19 incipient villages under the terms of the clearing-leases.

pain of interference with grazing. It is obvious that exaction of bethbegari in villages assessed to rent by Mr. Taylor undoubtedly comes under section 11, Act I B.C. of 1879. In the villages not yet assessed to rent bethbegari is renderable in accordance with the clearing-leases which have not expired. When they are assessed according to the present rate of the estate, there will be no bethbegari in the estate.

349. As a matter of fact the only bethbegari renderable by ancient custom (see the 1859 list) was one day ghar-bethi, making 91 days for the whole estate, but, commutation was made at Rs. 2 per hâl on the assumption that 7,894 days bethi or nine days per tenant per annum was renderable, the balance of the claim being 2,601 days a year each for halbethi, kudal bethi and hansua bethi, none of which were rendered in 1857 or 1859. Indeed in those days there was khas cultivation only in Anandpur, whereas now eighteen jots consisting of 248 acres of don and gora is held as khasjot of the zamindar, so that there was no need in ancient times for gratuitous labour such as was taken in recent years. It may be pointed out that a considerable number of miscellaneous demands which were not payable by ancient customs were included in the commutation and others which only applied to diku villages have been commuted as if they were ancient dues rendered by all villages. The fact is that aboriginal villages paid no panchas at all. Khandiani dhan again was a payment by dikus to the priest, not to the zamindar. These matters ought to be borne in mind when new rents are fixed.

The trade-taxes were not included in the commutation and no mention of them arose. I do not think it was intended to commute them, as an artisan's professional tax as a weaver or kamar continuously levied from ancient times is decidedly distinct from his rent as a cultivator, even if, as happens at times, he possesses cultivation. Cultivating Tantis and Kamars appear never to have been exempted from the customary tax if they followed the caste trade as a subsidiary occupation.

350. *Other village officials*.—There is a chaukidar attached to each village who performs the usual duties and is remunerated in the usual way. Until recent times the chaukidari tax amounted to six annas per house per year and the large increase is considerably felt. Some of the chaukidars have many villages under their charge and cannot possibly do round duties at night with any regularity, as night travelling in jungle tracts is unsafe. Many of these villages differ not at all from the villages in the Kolhan Pirs, and in most villages in Kairam and Hututua the chaukidari system might be abolished. There is also a village priest called pahan in Mundari and Nagpuria villages and dehuri in Ho and Singbhuiya villages. If a Mundari, he also occasionally does duty in more than one village when they are tolas of a single foundation. As a rule the pahan or dehuri belongs to the family which originally cultivated the village and at times is the only bhuinhar left. When however a Rautia or other Nagpuria takes a lease of a village the first thing he does is to establish a pahan in it. In such villages pahan held rent-free lands up to the time of the recent settlement, some for close on 30 years, but these have now been assessed, the estate holding that it was not responsible for the arrangements made by the headmen. In some villages the raiyats subscribe the rent or part of the rent of the land cultivated by the priest; in others he receives a bundle of paddy and occasionally a fowl or some 'ili' as well from each household annually. In some cases the whole village can only run to a couple of fowls a year, and in some he only gets the remains (sometimes only the heads) of the animals sacrificed. Dakuas are not commonly employed. The village chaukidar performs the

Proposal to abolish chaukidars in Hututua and Kairam Pirs.

Trade-taxes not commuted.

The village priest.

Dakuas are not commonly employed. The village chaukidar performs the

duties of the latter as a rule. One or two are to be met with, but they are private servants of the headman and are remunerated by him and not by the community.

351. It follows that in Anandpur the only dues in settled villages are—(1) the rent which is fixed for the period, (2) dalkati for tasar and for lac on self-sown trees (in most villages), (3) certain trade dues, (4) dasahara salami and boda from headmen and tesali jantal boda as a religious offering. At present the 19 new villages render predial services and rent in kind according to the engagements in their amalnamas, but when, on the expiry of those clearing-leases, they are assessed on the same lines as the other villages "according to the custom of Anandpur," they will be on exactly the same footing as the old villages, and the relationship of rent-payer and rent-receiver will in these matters be uniform over the whole estate. The present relations between zamindar and tenants are decidedly good, except in so far as the question of right to cultivate in khas jungle remains in doubt.

Dues in settled villages.

Dues in incipient villages.

Relations of zamindar and tenants.

## CHAPTER XIII.

### KERA ESTATE.

352. When the Kera khorposh grant involving feudal services was made to Ajambar Singh, younger son of Arjun Singh and fifth in ascent from the present Thakur, the cash rent was Rs. 60. Its present income cannot be less than Rs. 25,000, though probably the estate as now assessed includes in its 75.06 square miles some territory wrested from Tamar in earlier days by conquest, and in recent days in villages like Lanji and Karanjdihi by successful litigation. The tenure was apparently rent-free in practice as well as in theory, but under the Wards Department in 1840 Lieutenant Tickle obtained a payment of one-fifth of the gross income for the Porahat State apparently in lieu of all feudal obligations. Then, as always, the tenure of the headman and the rate of rent was

absolutely the same as in Khas Porahat. A list of villages filed by Babu Ajainath Singh in 1839 on behalf of the Babu of Kera shows 59 villages, of which 13 appear as "biran." Two Mankis, one in Jaria Pir and one in Dukri Pir, are named, of whom Kujri Manki of Jaria Pir held, besides his ancestral village, Gelealor as "elakadar," and the Manki of Dukri held Dukri and Lagahatu as munda. Thirty-three villages are shown as held by headmen under the Babu himself, the others being held as "elakadars" by the ancestors of the present khorposhdars or by persons who appear to be service tenure-holders. The latter sometimes were headmen of their own villages in the Sadaut Pir, but in Jaria Pir and Dukri Pir all the headmen in villages of all classes are Hos, with one exception.

353. In 1819, in imitation of Khas Porahat, the Babu of Kera made a rent settlement for 12 years, raised the rent from Rs. 16 to Rs. 20 per hal and revived some rakumats and panchas, commuted throughout Porahat in 1841 (section 33). In 1859 his own contribution of one-fifth to the Porahat State was remitted by the Local Government for his loyalty in the disturbances caused by Arjun Singh and other badmashes in Porahat, and a sanad of 9th June 1860 speaks of the mauzas in Pargana Kera as lakhraj. The Thakur of Kera

is technically rent-receiver and under tenure-holder, not proprietor, the zamindar of Porahat having received from Government his predecessor-in-interest by the deed-of-grant a reversionary interest in Kera and the other estates of the pargana in default of male heirs of the tenure-holders, but the tenure is rent-free and the holder has full mineral rights. In 1860 the rent for the next 20 years was assessed at Rs. 24 per hal and 10 maunds of dhan valued at Rs. 2, in all Rs. 26, as in Khas Porahat. On the expiry of this period, the zamindar and headmen could not agree as to terms, which cannot be arbitrarily fixed by the zamindar but are determined by custom and equity. The headmen resented any raising of the rate, maintaining that their lands being their own khuntkatti or reclamation were already assessed beyond customary rates, and refusing all assessments which did not include a commutation of predial services and the miscellaneous dues and panchas which the zamindar had again realised in spite of the 1840 arrangement. In the cold weather of 1880-81,

The settlement of 1880. the Commissioner (Political Agent) when passing through Singhblum found that relations between zamindar and raiyats were strained. He arranged a meeting between the parties at Chakardharpur and brought about a reconciliation. What actually took place there is disputed in details between zamindar and headmen who were present. The only official account I have been able to find is in the Commissioner's Administration Report of the Tributary States for 1880-81.

"While in Singhblum I arranged a dispute between the Thakurs of Kharsuan and Kera and their raiyats. It was agreed on both sides that the raiyats were to pay the same

rents that were assessed in the Government estate of Porahat adjoining, and the settlement Commissioner's account of the terms. was made for 20 years. The terms agreed on were recorded in a draft patta to which both sides have consented. The settlement is certainly popular with the people, as the raiyats of Dugui, one of the under-tenures of Seraikela, have since asked me that their rents might be settled at those fixed by me in Kera, instead of the higher rates demanded by the samindar."

354. The Kera patta of 1880 is given in Appendix IVB. It will be seen that besides the rent the only payments are a dasahara salami of one rupee payable by the headman, 'dalkati' or cess on the cultivation of tasar, which was to be divided equally between zamindar and headman, and two rupees patta salami. In addition the headman was to send timber for the personal use of the zamindar on request and on payment by the latter of the wages of the labour. The *minhai* was fixed at two annas, but subsequently increased by agreement to the Khas Porahat rate of ten pice at which it still remains. The plea of *fauti* and *ferari* for failure to pay the fixed rent is barred and so is unauthorised alienation of the headmanship. The headman must realise from raiyats at the settled rate, except in respect of newly-prepared don, which he may assess at half rates after five years. He must not take rent for dihbhari, gora nor sugarcane fields nor interfere with fruit-trees in the possession of raiyats, jack, mahua and kusum being in Kera the property of individuals. He must settle vacant lands at the current rate. There is an unusual provision that the zamindar must get the rent of new don cultivation made by new raiyats. It was apparently introduced by the Commissioner of the village in order to protect the old raiyats, and naturally it has produced no income. Old raiyats may reclaim land without permission. Provision is made for guarding 'rakhat' and other jungles and fruit-trees. Clause 8 reads: "When the raiyats or you require wood for agricultural purposes, for house-building, or making carts, or for fuel, etc., you are entitled to cut all trees, except those in the *rakha* jungle, but without reason you may not damage any tree. If in your village there remain no thatching grass, bamboos or timber, you will be entitled to take them from other villages with my consent." The usual provisions regarding police duties and supply of *rasad* are introduced. A report of offences is to be sent to the zamindar, as he himself did police duties under the Chakardharpur Police. If the headman fulfils the terms of the patta, and thereafter consents "to the new rate of rent that will be fixed by panchayat, or according to the law in force," the subsequent settlement is to be with him or his heir; but if the headman fails to carry out the conditions and to pay the rent, or oppresses the tenants, he may 'adalat ke manzuri se,' i.e., with the sanction of the court (of the Deputy Commissioner) be ejected from his headmanship.

355. This patta was drawn up by the Commissioner himself and was intended to embody the rights and customs of the pargana as regards both the raiyats and the headman's tenure. It might have been expected that no room was left for any interference on the part of the zamindar within the tenure. But while the headmen and raiyats insist that the patta contains a complete account of all payments due by them, "the terms agreed on" (§ 353), viz., the rent of Rs. 50 per hal (being Rs. 40 rent as in Porahat and Rs. 10 to cover all other dues and rakumats) with the four other incidents definitely mentioned, the zamindar's version is that the rent was to be Rs. 40 as in Khas Porahat, and the other Rs. 10 represents Rs. 2 commuted value of shadigami pancha, and Rs. 8 for gharbethi, all else vakil pancha, diwan dustur, Jagannath-mangan, gram-ganja-mangan, dak-pancha and the realisation of mats and mahua-oil from Hos being left uncommuted and hal-bethi, kodal-bethi and jantal-bodas being also retained. He states that subsequently he voluntarily remitted the panchas to relieve the raiyats who found the burden intolerable. (See § 384.)

Terms of the patta.

Extra payments.

Minhai.

Rights of raiyats.

Forest rights.

Tenure of the headman.

Dispute as to the patta.

Zamindar's version.



Examination shows this account to be unveracious. <sup>INTERNAL EVIDENCE</sup> ~~The internal evidence~~ is sufficient to discredit it. To begin with, the panchas had already been commuted in 1840, and Rs. 2 would in any case be a high value for all the panchas. In Chainpur they were at the same time remitted, as the Commissioner held they were not now due. Further in the same year all predial service or "beth-kheta" was commuted by the Commissioner in Chainpur for Rs. 8, and beth-begari in the four Kharsauan villages in Porahat at Rs. 2. Thus a payment of Rs. 10 per hāl for gharbethi and shadigami pancha alone would be ridiculous. Lastly, it is obvious that if any beth-begari were retained, it would be the item which it was considered essential to enter in the patta, viz., supply of labour to bring wood for the zamindar, and we find that ordinary wages are expressly payable in respect of that item. There can be no doubt whatsoever that the contention of the raiyats is correct, even if there was not external evidence to prove it. I find in the correspondence in the Commissioner's office regarding the Dugni Estate mentioned in the annual report quoted above, the following note by the Commissioner in his letter No. 48 of 27th May 1881:—

"The terms which I suggested to the Dugni zamindar and which he agreed to were as follows:—Rs. 17 rent and Re. 1 salami in money per plough of 20 bighas, and Rs. 2 worth of dhan at the rate of 2 maunds per rupee. More than this cannot be allowed in rent, and all further cesses which the zamindar consented to forego will be disallowed. He will be entitled to one goat at the Dasahara and a Rs. 2 salami on the grant of a 15 or 20 years' patta as in Kera, but as in Kera all other cesses must be disallowed."

It is quite clear from this that the rent proposed in Kera was an absolutely inclusive rent, where everything was consolidated in one sum, as in Kharsauan (§ 353) where the Settlement Officer reports that there is no charge for mahua, no begari, no produce rent and no rakumat. In Dugni the rate is Rs. 19 for 20 bighas, whereas in Kera it is Rs. 20, the difference representing the price of halbethi (commuted in the Kharsauan villages at Rs. 2 per hāl of 50 bighas), while the Dugni headmen offered to pay a rent of Rs. 20 for 20 bighas, or the same as in Kera, if it were commuted in their case also.

356. Some time after the settlement the zamindar began to take gharbethi again, and then in lieu of it jungle cess, a tax on permits to cultivate tasar, a produce rent on mahua and a payment for kusum when used for cultivation of lac. This he justifies on the ground that if his consent is required to take jungle produce and if the raiyats may not injure any tree without reason, he is entitled to charge for his consent. But he admits that the Commissioner inserted the clause declaring permission necessary to take fuel from a neighbouring village entirely of his own motion, the matter not having been even discussed at the meeting at Chakardharpur, and it seems certain that the Commissioner's purpose was merely the attainment of some check on wanton destruction of jungle and that it never entered his thoughts that the permission of the zamindar—the innovation which he was introducing from a purely disinterested policy—would have to be purchased, or that it would give a handle to the zamindar to tax all forest produce whatsoever and to claim all trees as his own. All these claims have been deeply resented and are the origin of the bitter estrangement of raiyats and zamindar in Kera.

Disallowed.

With the exception of lakhar, which is allowed as dalkati, all these claims are disallowed.

357. There are at present no Mankis in Kera. There were originally Mankis in the Dukri, Jaria and Chitpil Pirs, and Dukri was subsequently divided into Dukri and Karla Pirs. The Manki of Chitpil appears to have been abolished after the Mutiny. The munda of Karla, who was also Manki, now receives only munda—nala. The Mankis of Dukri and Jaria held villages in lieu of commission. The former apparently held Lagahatu, now included in Bharnia, till 1840 when Leba Manki received nala as headmen did, but Gomea Manki his son held Duriam where he settled a pradhan about 1874. Similarly Gelealor is shown in the list of 1840 as held by Kujri

Manki of Jaria Pir whose ancestor had received it as the reward of gallantry in a struggle with Kharsauan, and is now claimed by his descendants as lakhraj.\* In 1874 the Manki of Jaria also settled a headman in his village. This was his undoing, for in 1880 the zamindar ignored him and gave patta to the headman direct. Both the titular Mankis claim to have received the rent of their villages till Kera was taken under the Encumbered Estates Act when the zamindar took the opportunity to forget them, and the Manki of Jaria apparently to keep up his claim paid road-cess direct into the Treasury till 1903! At all events the ignoring of the Mankis is recent.

Mr. Taylor, on the strength of a reference in a letter of 1858, considers that Mankis in Kera were introduced in imitation of the Kolhan after 1837. But the Kolhan system was confessedly based on the indigenous organisation of the aboriginals, and apart from the evidence I have incidentally given (see also §§ 50, 201-5) there is no reason to believe that Kera, in four of whose five pirs Hos immensely preponderate, was the only place inhabited by Mundaris or Hos where Mankis have not existed from time immemorial.

358. The proportion of Hos in Kera is about 68 per cent. and of  
 Headmen †  
 Q Q 16-34. aboriginals about 70 per cent. It is not surprising therefore that the majority of headmen are Hos. In the immediate estate of the Thakur, consisting of 68 villages, one village is temporarily vacant and in the others 47 headmen are and 20 are not of the village family. The proportion in the four aboriginal pirs is 32 and 11, most of the latter being accounted for by the ignoring in two villages of the Mankis who were of the village family (§ 357), desertion in another village, resignation from poverty and by the recent misconception, especially under the régime of the Encumbered Estates Department, of the position of the villagers and zamindar respectively in regard to the rights of the village family when a headman is ejected for arrears. Of the 47 khuntkatti headmen, as headmen of the village family are called, 36 are aboriginals, and in the two instances where the Ho munda is not of the village family, the son of the previous holder who was ejected as a minor 30 years ago never loses an opportunity of contesting the matter, while the other appears to have been selected by the villagers during a minority and to have held on. In the nine villages of under-tenure-holders held by aboriginal mundas all are of the village family. The large proportion of non-khuntkatti headmen in the Sadant Pir is due to the fact that several of the villages were long chakran, some till recently.

359. These figures prove that in all parts of Kera the headman's tenure,  
 Headmanship was a reclaiming  
 tenure. as elsewhere in the pargana, was originally of a reclaiming character. It was also khuntkatti in the sense that the primary intention of the founder in acquiring the jungle and founding the village was to reclaim and cultivate it by his family and relations. In Ho villages there were often several associated founders. The head of the village family, or the leader of associated Hos, representing the little village republic which was owner within the boundaries of the village and in which all members of the group were equal co-owners, or rather the headman in panchayat with them, apportioned the village rent among them according to the amount of cultivation they held and he paid it in a single sum to the zamindar. Sometimes the headman, specially among Hos, also paid his quota, but usually no rent was payable in respect of a proportion of the village which he personally held. From 1840 he is entitled to a proportion of the total collection. If the headman misbehaved, he was replaced by one of his bhayads, if he did not misconduct himself the tenure remained in his family and descended by lineal primogeniture. There could be no question of an outsider becoming headman—the village was the corporate property of the bhayads, and the loss of the headmanship usually meant the voluntary, or in the end the compulsory, desertion of the whole village family thus degraded. The unanimous feeling is that the khuntkatti family who

\* The entry reads: "Kujri Manki ko dia gia hai: malguzari wuh leta hai: sif ek khassi, kimat 8 ana, minjumble malguzari (it was Rs. 8 plus abwabs) sarker me milta hai."

† See §§ 51-73, Chapter IX ante.

established the village have the right to the headmanship in practically all circumstances and this claim the zamindar admits.

360. Clause 12 of the patta of 1880 embodies the rent-receivers recognition of the fact that the tenure is hereditary in the family of the existing headman since it provides that on his agreeing to the new rate of rent, the headman or his heir has a right to future settlements. The customary method of determining the rent is also embodied in the patta: it is to be determined by panchayat or according to the law in force. This implies, of course, the issue of a new patta at the new rate on the existing conditions. A change in the conditions would be a change of the tenure, and the clause implies that the continuance of the tenure depends only on acceptance by the headman of the new assessment. The headman holds his tenure in perpetuity, subject to the payment of his rent periodically assessed and fulfilment of certain other conditions. But the provision in the patta does not confer this right; it merely recognises the customary right. In several villages no pattas have been issued to the headmen, but it is freely admitted by the zamindar that their rights and functions and the rights of their villages are exactly the same as those in the villages where the headmen have pattas. The patta is not a necessity (§236) but a convenience to both parties, as it sets forth customary incidents of the tenure well known to the parties themselves but embodied in the patta to ensure certainty in future relations, particularly in the law-courts. By custom pattas and kabuliyats are now exchanged. The succession is strictly by primogeniture in the male line. If the heir of a deceased headman is not unfit (§58) he succeeds without question or selection of any kind. If the deceased headman's heir be unfit, then he is superseded by his own heir, provided he also is not unfit and cultivates in the village, and so on with other relatives. If there be no heir, however distant, in the village, or willing to reside in the village, then the tenure is dealt with as in cases of deposition (§362). When a headman resigns his headmanship, it does not thereby come into the hands of the zamindar to deal with according to his own wishes or to keep khas. It must by custom be filled up, and the resignation cannot be used to defeat the interests of third persons in the devolution of the tenure. In neither of these cases has the zamindar any voice in the selection of the successor. The headmanship does not belong to the holder in the sense that he can transfer it, or can resign or forfeit the interest in it of anybody but himself. Again minority is not a bar, though on one or two occasions before 1880, the zamindar shocked the sense of justice of the community by dispossessing minors. It is now admitted that the minor headman's tenure will be run on his behalf till his majority by the nearest agnatic male relative who is fit and willing and who resides in the village. A headman can also take a 'joridar' to assist him in his functions, but the joridar will not succeed him unless he is his heir.

Tenure heritable. Q 19.

Customary method of fixing the new rent.

Villages where no pattas have been issued.

Patta and kabuliyat to be exchanged. Q 18.

Succession is by primogeniture in cases of death or resignation. Q 22.

Zamindar has no voice in the succession. Q 23.

Minority is not unfitness.

361. As to tenure by females, very few cases have been met with in the pargana. As regards this estate, the headman's widow in Dukri held the tenure after her husband's death without sons, and in Kuarmunda the wife and then the daughter-in-law acted for the son and grandson of the deceased headmen in their minority. In the pargana even among aboriginals, but especially among Goalas, considerable deference is paid to the life-interest of sonless widows when there is no near male relative of their husbands. In Dukri the son-in-law succeeded the pradhanin. The reason in Dukri was that the Manki of Dukri having been deposed, no Ho would accept his tenure of half the village, and this son-in-law took it. Subsequently when his mother-in-law died, the Deputy Commissioner, desiring only one headman in the village (§364), gave him the whole village. These cases are exceedingly unusual and contrary to custom, and are indeed the only cases of the kinds that have occurred, while there are many cases where females have not been allowed to hold in their own right or as regents.

Females do not succeed.

Daughter's son or husband has no right to succeed.

Similarly, of course, relationship through a female confers no right to the headmanship.

362. But if a headman be ejected through the Courts for one of the three reasons (§363) or if he dies without heirs or resigns, leaving no heirs, the choice of a successor is admittedly made from among the villagers. If the preceding headman belonged to the village family, then the choice will be made from the village family, the villagers nominating that member of the family whom they consider most suitable. An example is met with in Tilupada where the three grandsons of Gonda Munda have held in succession, the line of the second son succeeding when the first defaulted and the line of the third son when the second line fell into arrears. The theory is that the tenure, which is the khuntkatti right of the family, should not be forfeited because of the misconduct of the member who happens to represent it at any time. Should that family have deserted the village or all members of it be unsuitable from physical, mental or moral incapacity (§58), then the village will choose the most suitable old parja of the village. In Darkada when the munda defaulted and an outside Ho was to be wrongfully introduced, the villagers simply ignored him, and a member of the village family collected and paid the rents. The mundaship was kept by then as a family possession till the family ceased to be joint, when it actually went by common consent to the next brother of the deposed munda. The zamindar's confirmation of the nomination of the villagers in such circumstances is required, but by custom he cannot withhold it for capricious reasons, or for any reasons save for the mental, moral, or physical inability of the selected cultivator of the village to discharge the duties required. No salami (except the customary Rs. 2 as patta salami) may be taken. Headmen are by custom only selected from non-residents when all the villagers (or village Hos, as the case may be) refuse the tenure, as might occur if the village is rack-rented or infertile (e.g., Kishunpur) or subject to the attacks of wild beasts, but allegations of universal refusal should be looked on with suspicion.

Though our finding that the headman must be a villager and that the selection must be made by the villagers primarily from the descendants of the founders of the village is now admitted to be correct, there have not been wanting cases where the rule has been departed from. Kasinath Goala persuaded the khuntkatti Ho headman of Hatnatodang to resign in his favour, such a special resignation being erroneously taken to carry with it the franchises of the other villagers. The Hos, however, who had had five khuntkatti headmen in succession never acquiesced, and the new pradhan replied effectively by ignoring all the village customs for distribution of land, and annexing as much as possible. The result was that after enquiries at the rent-settlement he was turned out by the Deputy Commissioner as Manager for harassing the raiyats and when he appealed to the Civil Court, the Judicial Commissioner upheld the deposition for that cause. This departure from custom was disastrous enough to warrant the assertion that no zamindar who has the interest of his raiyats at heart, would acquiesce in a similar appointment, still less connive at or induce it.

363. The headman's tenure is permanent *ad culpam*, but the well-defined reasons for which he may be ejected are oppression of the raiyats, bad character and arrears (discussed in §§62-63 *ante*). By the custom of the estate the consent of the Deputy Commissioner was required to the ejection of a headman. In the patta this is put down as *adalat ke manzuri* se. Ordinarily this would mean the Court which has jurisdiction, but in 1880 the only Court which had jurisdiction in Porahat was that of the Deputy Commissioner, and all parties agree that the Court of the Deputy Commissioner was meant. In 1893 the pargana became part of British India, and it is doubtful whether the sanction

On deposition successor must always be selected from the village. Q 30.

The villagers nominating (i) from the original village family,

or (ii) failing members of that family, from among themselves.

Approval of zamindar required.

Disastrous effects of forcible interference with rights and customs.—Hatnatodang.

For what faults ejection is legal. Q Q 27-28.

Ejection only through Court.

is to be given by him as a Revenue or as a Civil Court. [See § 354 above and clause 14 of the patta (Appendix IVB)].

364. In some villages there was a custom whereby there were two or more headmen. Usually one was a Ho and the other a diku, and there is still one case where there is a Ho munda and also a Goala pradhan. In some cases, however, as in Arwa, where there is a palm-leaf document of 1828, the sons of a Goala divided the village, as has in rare cases happened in Porahat Pir, and in one well-known case in Anandpur (§ 294), where a similar patta is put forward. In this village (one headman having resigned) the Deputy Commissioner as Manager, conceiving that one account would be less trouble than two, ordered that only one headman should be retained, forgetful of the 1880 patta and of the existing headmen's undoubted customary right to renewal.

Recently wrongfully stopped by Encumbered Estates Department. In Ramra there were three headmen simply owing to the Survey Officer having included several separate tolas within one village boundary. The Deputy Commissioner as manager, however, dealt with these headmen and those of some other villages where there was more than one headman, as if they were not entitled, both by custom and by their pattas, to receive settlement, merely, it is stated, for the reason alluded to that it was more convenient for his office to have only one account for each village. There is always some historical reason for a plurality of headman in a village, and the tenures cannot be arbitrarily reduced or abolished by the zamindar or his representative. The manager of the Encumbered Estate was under a complete misapprehension as to his powers in dealing with these hereditary and often khuntkatti headmen, and indeed asked the disqualified zamindar whom he wished to retain! The procedure has, I understand, now been altered in deference to the representations of Mr. Moberly and the writer.

365. As to the *nālā* of the headman, the patta of 1880 puts it down at two annas in the rupee; it was at this proportion of the rent that the *mān* land was commuted in 1840, but by a note affixed to the patta of 1880 two annas six pies in the rupee has been allowed as in Khas Porahat and the Government Kolhan. This is not unreasonable as there is now little, if

any, room for extension of cultivation in many villages and the headman can make little from intermediate assessment on new cultivation. He, however, realises dalkati, and is supposed to get half the proceeds. As a matter of fact, however, he has been made to pay the zamindar four annas for each cultivator who performs dalkati and he realises only that sum from his own tenants and eight annas from non-residents. By clause 13 of his patta he is entitled to realise all dalkati mahsul and to appropriate half of it. As lahkar has only been allowed *quā* dalkati, he is entitled to collect that impost and to appropriate half

the proceeds. The dilemma is either that tax is 'dalkati,' in which case the headman is entitled to collect it and take half, or it is not 'dalkati,' in which case the impost is not legally realisable at all. Clearly too the zamindar has no right to collect anything at all in a village where there is a headman. As regard dalkati mahsul, the Thakur's objection is that he never got less than 4 annas before 1880. That is probably true, but under clause 13 of the patta he ought only to receive half that sum, though in practice he was strong enough to defy the provision.

The headman is entitled to a rent receipt, and always receives one. The amount which he must pay in is the balance of the total demand of the village after deduction of his own share.

366. The duties of the headmen are discussed in § 56. In addition he also, with his raiyats, repairs the neighbouring school. As a relic of the days when the Thakur had police duties he informs him through the chaukidar of heinous offences occurring in the village, but this duty has become obsolete in British India since chaukidars have been established and placed under the police to whom

reports are now sent. On demand, under clause 9 of the patta, he arranges for a supply of labour to bring wood from the jungle for the zamindar's private use on payment of the wages of the labour required. Such wages are naturally not at any privileged rate but at the current rate, and if not paid in cash by the zamindar, may, I take it, be deducted as set off from the rent.

367. Twenty villages are rent-free, the most important tenure being the khorposh grant of Babu Jaggannath Singh consisting of eight villages. In all of them, the position of the headmen is exactly as in the parent estate, and the patta is the same. There are headmen in 15 villages, 10 of whom, including all the nine aboriginal mundas, are of the village family, while seven are khas, two temporarily. An attempt was made after the recent rent-settlement by the son of Babu Jaggannath Singh to induce the Deputy Commissioner as Manager of the Encumbered Estate of his father to abolish headmen in the tenure, but this being, of course, illegal, the petition was rejected. The work is, however, done in two villages temporarily by the son of the khorposhdaṛ, but merely because the Deputy Commissioner has found the villagers unwilling to accept the headmanship. It is admittedly contrary to custom that the villages should be held thus. In the instance under notice, the variation from custom is working badly. Kaeda belonging to Babu Chandrabhanu Singh and Bamangutu belonging to his uncle, Babu Gadadhar Singh and his co-sharers are also admittedly khorposh. Janta and Jharjhara were held by the Rent Settlement Officer to be chakran. They are nominally held by Babu Chandrabhanu Singh, but he admits that Babu Gadadhar Singh and his co-sharers have a share in Janta. The Thakur, on the strength of a judgment of 21st July 1875, holds that chakran villages must be held by the heir male by primogeniture, and must not be subdivided. He has also taken proceedings for resumption, but old references would seem to indicate that this particular sort of feudal chakran tenure of which there is also a specimen in Anandpur, is not resumable. As to the headmen in those four villages their position is exactly the same as in the parent estate, except that the Janta headman holds a puttraputtradhik patta. But when the Deputy Commissioner as Manager of Babu Chandrabhanu Singh's Encumbered Estate under a misconception (§ 364) asked the disqualified proprietor to nominate headmen and as if custom and the patta were not clear that the headmen are fully entitled to continue in their tenures, the Manager, at the request of the disqualified proprietor, permitted the tenures to be held khas. In the case of Janta and Kaeda, the order which was particularly inconsiderate as well as wrongful, since the headmen were descendants of the founders of the village, has been set aside by the Commissioner, but the estate having in the interval been released, the headmen have not yet received the jamabandis from the rent-receiver, and he still collects in Jharjhara where there were certain unsubstantiated charges against the headman of oppression of the raiyats. It is unfortunate that such mistakes should have been made in the Encumbered Estates Department.

368. The rent-receivers of Barkani and Baihatu have been entered by the Rent Settlement Officer as khorposhdars and a tola of Bankitapi as lakhraj. The Kera estate claims that they are chakrandars only, and that the entry before that officer was not contested from oversight. In Barkani there is no headman, as not infrequently occurs where the tenure consists of only one village, the tenureholder being himself practically headman. In Baihatu the rent-receiver recently ignored the headman who has a patta in the Kera form and a civil suit on the subject is pending. In Bankitapi the rent-receiver of Buritumbi collects for himself, having turned out the munda when the same line began to be adopted in the Khas Porahat estate, while the tola of the zamindar is held by a headman. As regards the rights of the tenureholders themselves, I doubt if the tenure, even if chakran of a feudal type, is resumable or assessable (§ 48). Similarly of the other six villages which are all held by different tenureholders, four have

Other villages. headmen and two, Ramchandrapur and Guadih, have not. In all these villages, custom is the same as in the parent estate: there should be a headman, and when he is appointed his rights and duties are the same as in the other villages.

## KHUNTKATTI.

369. One Mundari khuntkatti village, divided for fiscal purposes into the two mauzas of Sonamara and Toebo, has been found. The founders were bhuinhars of Tirla in Bandgaon who were driven out by the thikadar of Bandgaon, Sukhlal Singh, when the Deputy Commissioner allowed him to hold that one village in his tenure without a headman. These people clearly satisfy the definition. The two villages are typical Porahat Mundari khuntkatti villages (see § 285 and Chapter XI *passim*). But a determined effort

Claim by Hos to be Mundaris. was made by a number of Ho headmen and villagers to show that they were Mundaris, so that they might be recorded as Mundari khuntkattidars, and it is not impossible that they were encouraged in this by the success of one or two Hos in Ranchi in being so recorded. The claim was rejected, and later enquiries confirmed the accuracy of the decision. The claimants however had plausible excuses for not intermarrying with Mundaris of the plateau because so many of them have become Christian or have eaten with Christians and with those of the Five Parganas because they call them Tamarias. At length the well-concealed fact came to light that they do not intermarry with genuine Hos who follow Ho customs, merely because they have now, in imitation of the Bhumij Mundaris, become slightly Hinduised, have Brahman-gosain and are shaved by the napit, while the dhobi washes their garments. Again their customs of having many kilis burying in one village show that they are not Mundaris.

370. There were many claimants to special privileges on the ground that they are "descendants of the original clearers of the soil." The claims were nearly all from Ho villages. (a) The claim that they were Mundaris and should be recorded as Mundari khuntkattidars latterly amused the spectators.—(b) The Ho claimants unanimously maintained that their mundaship was not 'thika,' and that if the member of the village family who happens to represent the village family should in any contingency be personally incapable or dishonest, and should incur deposition, that does not entail a forfeiture of the tenure on the part of all who have a contingent interest in it. They claim

Khuntkatti right to the munda-ship. Q 30. that the headman, in cases where the village family holds the tenure, must always be chosen from the original village family, so long as any members of it remain who are not incapable of performing the functions of the headman. The estate admits the right in cases where the headman is now of the village family, and it is recorded in the answer to Q 30.—(c) Claims are made that the rate of rent for their lands should not be enhanced. This is the distinctive privilege "of lands known as khuntkatti" which is recognised by Act I (B.C.) of 1879. They assert with truth that they have protested against enhancements at all times. But it is admitted that on two occasions at least rents have actually been enhanced. It is not the custom now to hold at fixed rates. Though of course mere wrongful

Claim to non-enhancibility depends on the interpretation of section 19, Act I (B. C.) of 1879, enhancement would not dispose of the question, it would appear that the rent of the land (invariably known locally as khuntkatti) reclaimed by the original village family or families, whether it was or was not enhancible

as regards (1) khuntkatti of members of pioneer families. at the outset, a point which it is now impossible to determine, is or is not now enhancible according to the legal meaning of 'khuntkatti' in section 19 of Act I of 1879 (§§ 80-81). In the case of reclamation, also locally popularly known as khuntkatti, by persons who are not of the village family, the same must be said, but in their case the rent, it may confidently be asserted, was never by custom a fixed rent. In this case what the objection really amounts to is a claim that the character of the lands



as the reclamation of the holder or his ancestor be held in view in the assessment of rents on them. Theoretically indeed the rate of rent in the pargana is the rate reasonably assessable on reclaimed land held by the reclaimer or his heir (§ 44), the assessment being made by panchayat or according to the law in force (clause 12 of the patta), which would secure a customary not an "open-market" rate, but in practice no distinction has been made between lands made by the cultivator or his ancestors and lands, comparatively few, not so made, and the result is that the rent on the former class is by comparison, irritatingly

whose utmost claim is really to a privileged customary rate for the whole estate.

unaided labour. This claim is really one to a privileged rate.

Claim to other rights which are not special to any class.

right to take jungle produce for their own use free of charge, right to clear jungle land without permission and right to sell their mahua, all of which are shown in the record as now the common privilege of all tenants.

General claims.

later, these claims are disallowed, the first because there never was such a custom (§ 381), and the second on the analogy of dalkati for tasar which has been collected for at least half a century. (f) One or two people claimed to be recorded as having the right to sell their lands, but this is now illegal under the Act, though it was undoubtedly a distinctive right of all khuntkattidars particularly in diku villages, as opposed to non-reclaimers.

371. The meaning attached to khuntkatti in its widest sense in all the sadant villages, and among nearly all the Hos is "land reclaimed from waste

The two meanings of khuntkatti.

or jungle by the holder or persons from whom he has inherited it." It ceases to be khuntkatti when it passes to a person who has not reclaimed it, or on whom it has not devolved by way of inheritance from the person who reclaimed it by his own labour

(a) Any reclamation.

or that of his family. A reclaimer usually becomes a khuntkattidar in popular phrase on planting a jack-tree or a mango tree. It is in fact equivalent to "korkar" in Ranchi in the case of embanked lands, but it also refers to upland. The khuntkattidar in this sense is the original clearer of particular pieces of land. The more restricted signification of the term, particularly current among Hos but also used among dikus and the other aboriginals, and that no doubt from which the wider meaning is derived, is analogous to the definition of Mundari khuntkattidar. Khuntkattidars in that restricted sense are persons whose ancestors had acquired and had opened up the village and reclaimed land in it before it was assessed to rent and who (among Hos) have a right of sasandiri in the village. All their reclamation is known as their khuntkatti lands. They are in a special sense the "original clearers" or patriarchal families of the village. Among Hos they are often of several kilis, and if the member of a kili answering this description which does not bury in the village desires the privilege he may

(b) Reclamation of the members of the original village families

have it on contributing a goat, some maunds of rice and five rupees. Other kilis may similarly be allowed to bury in the village but they are khuntkattidars, if at all, only in the narrower sense. The term is also similarly used among dikus of the descendants of the *abadkar* and his associates who first opened up the village. All khuntkattidars in this sense are also khuntkattidars in the popular sense of "reclaimers." It is as I have said in the latter sense that claims are made to a right to hold at privileged rates, and in the restricted, or even the narrower meaning of the very first arrivals in the village, that claim is laid to non-enhancibility of rent of personal and ancestral reclamation and to a right to the reversion of the mundaship on a deposition for misconduct. As has been said, apart from the reversion of the mundaship and section 19 Act I (B.C.) of 1879, there are now no special privileges attaching by custom to either kind of khuntkatti since the comparatively few non-reclaiming tenants in both senses have everywhere in the pargana been levelled up to such of the full tenant rights of reclaimers as have not been taken away by statute. See §§ 77-81, 162, 208, 316.

## WASTE AND VACANT LANDS AND GENERAL RIGHTS OF TENANTS.

372. *Waste land.*—In this estate the provision in clause 7 of the 1880 patta (Appendix IVB) which embodies the custom of the pargana, precludes any dispute as to the right to reclaim waste and jungle land. In all villages where the waste has not been by common consent retained for grazing purposes, the tenants of the village have a right to reclaim new land from waste or jungle without permission of headman or zamindar. If a new raiyat desires to reclaim land in the village, he requires the permission of the headman, never that of the zamindar, and the headman must consult the old tenants of the village who themselves have a preferential right in all cases. Salami is not realizable. If new don is made from waste by an old parja, he cultivates rent-free for five years and thereafter at half rates till the term of the period of the existing assessment. This rent belongs to the headman (clause 3). When however the reclainer of land did not previously hold land in the village, half the rent realised on the same principle is by the patta payable to the zamindar (clause 6). This provision was introduced by the Commissioner solely to make it to the interest of the headman not to depart from custom whereby the village waste is the common property of the villagers and each may reclaim it without permission, and not to introduce outsiders forcibly. (As a matter of fact, whatever effect the provision had in the desired direction, it has been as far as the zamindar is concerned, a dead letter since admittedly he has actually derived no income from this source, and whatever income there was, goes to the headman.) New gora is nowhere assessable to rent till the next settlement. All new raiyati lands are assessable at full rates from the next general reassessment. In the two villages containing mundari khuntkatti tenancies, the rate of rent on additions to those tenancies by new reclamation will be the rate at present paid on land in those tenancies (§ 286). Every tenant may without permission turn his gora into don (§ 101).

373. *Vacant lands.*—Notice of relinquishment is due to the headman who after consultation with the old tenants settles vacant lands, the zamindar's consent never being required (clause 4). Villagers have always a preference. The relatives of the raiyat who has relinquished or deserted his holding or died without heirs have the first claim in order of proximity of agnates and the tenancy may by custom be divided among them. If they decline to take it the land must be settled with a villager. If no tenant of the village is willing to take the land, the headman may cultivate it or introduce a new raiyat. In most aboriginal villages and in all such cases when the headman is an aboriginal, vacant lands may not be given to a non-aboriginal under any circumstances. Salami is never taken (though the new raiyat must generally pay up arrears of rent, if any), the rate of rent remains the same (clause 4), and a new raiyat has the full privileges of an old raiyat, among them full occupancy right in his new holding from the moment he comes into possession of it. A right of occupancy known technically as *dakhali haq* and locally as *prajali haq*, admittedly exists in all reclaimed lands from the moment the tenant starts to reclaim them and in lands settled with him in the regular way from the moment he enters into possession. Non-resident raiyats have the same rights as resident raiyats. (See §§ 89-98.)

374. *Homesteads, bagichas, bāndhs, tanks, threshing-floors and manure-pits* are not by custom assessable to rent nor are burning or burying grounds. A cultivator may make a threshing floor or manure heap in any parti land, but in accordance with the custom of the Sadant Pirs, acquires no occupancy right in that particular land, but his right of occupation continues during the year which governs the easement in question. If the site is wanted for cultivation by another raiyat, then the occupier has no right to occupy it for those purposes in

future years (see § 100). All villagers have a right to fish in all rivers and  
 Fishing rights. Q 69. all rivers and streams, but the fishing in bāndhs and  
 is entitled to graze cattle free of charge on all fallow lands and waste or jungle  
 tanks belongs to the owner of them. A villager  
 Grasing rights. QQ 98-99. in his own and neighbouring villages and also in  
 orchards where the trees will not be injured.  
 Bāndhs and tanks. QQ 57-58. The customs as to making bāndhs or excavating  
 tanks are as elsewhere (§§ 102-103). In his own  
 land every cultivator may make them, in parti (except such as he is reclaim-  
 ing within his holding) only with the headman's permission, while if dom  
 land which has already been assessed to rent on behalf of the zamindar is to  
 be permanently submerged, the zamindar's consent is also sometimes taken.  
 Bāndhs in his lands are repaired by the tenant and tanks or bāndhs which are  
 practically tanks by the owner of each. A tenant may use the earth of his  
 holding for all house building. A tenant may take for his own use (in the  
 widest sense), free of charge and without permission, minerals such as stone,  
 ironore, sand, gravel and similar things and also lime-stone to turn into  
 Rights to common minerals. lime. All residents in the village may likewise use  
 Q Q 100-107. them for the purposes of their profession and may  
 sell articles manufactured out of them. No one may sell them in any other  
 circumstances.

375. A raiyat can only be ejected by order of Court. If his holding  
 is sold up, his house does not go with it, nor his homestead, nor any trees he may  
 have planted in his homestead or outside his other arable land, but his interest  
 Legal and customary incidents. passes in trees inside his holding, unless they are  
 QQ 61-68. See § 106. self-sown trees which have been allotted to him  
 on a partition of the self-sown trees which was independent of where the  
 trees stand. His rent cannot be enhanced for the same lands within the  
 period of settlement. He cannot sell his lands (section 10B, Act I of 1871).  
 With the written consent of the headman he may give mortgage (sudbandha)  
 or zarpeshgi, and bhugatbandha of his holding or part of it for a period not  
 exceeding five and seven years respectively, and may sub-let for a period not  
 exceeding five years. By custom, however, he is precluded from transferring  
 in any of these ways to non-aboriginals who are not natives of the pargana or  
 of the aboriginal parts of Singhbhum and Ranchi. He can dispose of his hold-  
 ing in no other way. He has a legal right to a patta, and to a rent receipt,  
 but has never received the former, and only in rare instances, the latter.

#### RIGHTS TO TREES AND JUNGLE PRODUCE.

376. As to trees a cultivator may plant them anywhere in his holding  
 without permission, and often in any parti land  
 Planting of trees. QQ 59-60. also, though in some sadant villages the headman's  
 consent is required to plant on waste land. Of course the consent of the  
 exclusive owner of any other land is required by any one who wishes to plant  
 trees in it. The fruit, leaves and dry wood of such trees are the exclusive  
 property of the planter and his heirs and he may  
 Rights in such trees. Q 72. sell them. He may also sell his bamboos. He may  
 not cut fruit trees so long as they fruit.

377. In 81 villages there is still at least 100 bighas of jungle affording  
 a sufficiency of timber and fuel to the villagers, in  
 Timber supply. Q 70. 12 others there is a certain amount—less than 100  
 bighas—ordinarily insufficient for the full requirements of the village and in the  
 remaining villages there is little or no jungle. Where the supply in a village  
 is deficient it is supplemented by drawing on other villages within the estate.

All villages within the parent estate and its subordinate tenures are entitled  
 to a reasonable supply of jungle produce free of  
 charge, not only from their own villages, but from  
 any unreserved jungle in the estate. Though the  
 patta of 1880 mentions rakhat or reserved jungle,  
 Right of residents to a supply of all jungle produce free of charge for personal use. Q 71. there has apparently never  
 been any reserve save what villagers deliberately  
 preserved for their own needs, and the zamindar  
 was unable to satisfy the Survey and Rent Settle-  
 ment Officer that any jungle in the estate was rakhat, though claims were made

There are no reserved jungles.

in 55 villages, and in fact no jungle was ever set aside, or specially reserved, unless indeed any piece of jungle can be from time to time arbitrarily called "rakhat," in which case it might be possible to say that the whole jungle of the estate was reserved. There is now-a-days one small rakhat in Itihassa, a village till recently held by paiks on service tenure.

378. Timber for house building and implements and for all other domestic and agricultural purposes and for the requirements of a man's occupation, together with all fruit and other jungle produce may legitimately be taken free of charge from jungle or waste for *bond fide* personal use, but not for sale except, of course, that tradesmen such as kamars and mahalis may sell manufactured articles. Mahua and the fruit and leaves of self-sown trees in a cultivator's lands are enjoyed by him free of charge, and he may also

dispose of them by sale. But except the fruit of kusum and mahua which in almost all villages are, both in arable land and in jungle, the exclusive property of individuals, the produce of other fruit trees grown on arable land may also be taken by all the

Mahua and kusum. Q 74. Produce of trees on cultivated land, Q 73(a), homesteads belong exclusively to the house-holder. Similarly the timber of self-sown trees on cultivated land may be taken by any villager though only when it is dead, that

on homestead. Q 73 (b). on homestead land is the exclusive property of the house-holder, while the people of all the 90 villages of Kera may take forest produce from the parti and jungle. The zamindar may not take timber, fuel or fruit for sale from cultivated lands or homesteads, but he may

Timber on arable land, homestead, and jungle. Q 75. take them for his own use and also for sale from the jungle.

379. Naturally no permission is required to cut trees which a person may legitimately take free of charge. To cut trees in clearing land, however, a new parja must take the headman's permission. Certain species among which mahua, kusum, asan, mango and other valuable fruit-trees are invariably found are only cut when there is the utmost necessity. In clearing for gora, ruta and paisar are also spared in a few villages, but all trees are cut in

No permission required to cut trees in jungle. Q 77. making embanked land. Trees of the species preserved are usually in the exclusive possession of an owner, and he requires no permission to cut them, their preservation being due to their utility. The zamindar is not entitled to cut down fruit-trees in waste or jungle; they are in the exclusive possession of a villager, nor may he cut down a tree of any of the species which are never cut by the villagers themselves except when

Species generally preserved. Q 78. preparing new don. Trees on homestead and arable land can only be cut with the permission of the person on whose land they stand, except in the case of trees on arable land which have been apportioned to another person in a distribution of trees of the village, to cut which that person's permission is essential.

Permission required to cut trees in cultivated land and homestead, and apportioned fruit trees. 380. The zamindar may sell timber, fuel and all jungle produce from the jungle. The raiyats may not do so. It is possible that the very poor have in rare circumstances collected jungle fruits and roots and even fuel and have bartered them at the local hats, but the custom has never become general and has only been tolerated because it was on a microscopic scale. The position therefore is that the zamindar may sell everything except certain fruit-trees from the jungle (§ 379) and the tenants may take as much as they require free of charge for their private use, but not for sale.

Tenants may not sell. Q 80.

381. Jahiras.—No claim has been advanced by the zamindar or any of the tenure-holders that they may cut any tree in a jahira or sarna. No one may cut a tree in a sarna and even the dry wood may not be taken for private use. The dry wood of a fallen tree is used only in the jahira on occasions of worship. When in 1901

Rights in the sarna (jahira). Q 81.

When in 1901

his financial embarrassments induced the zamindar to sell trees of a jahira to a contractor, the Deputy Commissioner interfered to prevent forcible opposition, and the Commissioner stigmatised the action as sacrilege, and more effectively to prevent a recurrence of such outrages ordered the forests to be taken out of the hands of the zamindar. This order was, however, eventually not carried out, but no claim whatever is now advanced that the zamindar is entitled to cut any trees in the jahira as it is the common property of the villagers, with which he has no concern. In a few sadant villages, the raiyats observing that no harm has befallen them after the zamindar has cut, have themselves cut. But the aboriginals who are mostly Hos, greatly respect their jahiras and the cutting of any tree whatever in them would certainly amount to sacrilege and deserve heavy punishment under section 295 of the Indian Penal Code (§§ 123-5).

In section 125 I have shown the peculiar gravity of the offence when the culprit is the zamindar or any other outsider. A villager at worst never cuts except in consultation with the dehuri after sacrifices have been performed, and such exceptional cutting with due precautions is very different from indiscriminate cutting regardless of the feelings of those concerned in the preservation of the grove.

✓ 382. The zamindar claimed the right to take jungle cess from all villages which do not afford an ample supply of timber and fuel to the residents and also to take a produce tax on mahua trees. Both these claims have been found to be inadmissible. The vexed question of jungle-kar is largely responsible for the remarkable ill-feeling which has existed between the zamindar and the raiyats for at least 14 or 15 years. Any claim to the right to realise payment for jungle produce from villages which can satisfy their requirements within their borders was latterly entirely withdrawn. Clause 8 of the patta effectually disposes of it. As regards the other villages it is urged that the jungle in the estate is the zamindar's and that he has a right to charge for it in addition to the rent when villagers take from beyond their own borders.

✓ 383. It is necessary to go into the history of the subject in some detail. The zamindar's account is that previous to 1880 the people of the whole estate including subordinate tenures—with others I am not concerned—took forest produce free of charge without permission from wherever they pleased, and this is certainly true (*cf.* § 219). When the Commissioner arranged matters between zamindar and tenants in that year, no special mention having been made of jungle kar, the headmen and tenants had no doubt that the high rate of Rs. 50 as against Rs. 40 in Khas Porahat was inclusive of all dues whatsoever except those expressly mentioned in the patta. I have in § 355 given the documentary evidence available to show the construction to be put on the patta. The zamindar's account is that the Commissioner of his own motion, and without previous mention of the matter to either party, inserted in the draft patta which was subsequently issued

by the zamindar, the provision in clause 8: "if in the abovementioned (your) village there should be (rāhe) no thatching-grass, bamboos, or timber, you shall be entitled to take them from other villages *with my consent.*" Now *prima facie* this proviso contains nothing to lead one to believe that the consent was to be paid for. It had never been asked or required before. It was neither asked nor required for several years after the exchange of pattas and kabuliyats. In

the neighbouring Government estates of the Kolhan and Khas Porahat and in Anandpur, the tenants enjoyed absolute rights over the produce of the bahar-jungle not only of their own but of neighbouring villages, and in Khas Porahat and Anandpur enjoy them to the present day. In Bandgaon, where attempts at forest preservation were made some time after this date, it has always been insisted that tenants were entitled to free permits for such produce of this nature as they require, though the forests were in a far more precarious condition than the Kera forests are in even now. The privileged villages in the Kolhan are, of course, in a different position altogether, for they are admitted not to the bahar-jungle of other villages, but to the reserved

Claim to jungle-kar inadmissible, Q 71.

even when restricted to jungle-less villages.

History of the attempted exaction. Before 1880 all took forest produce free without permission.

Clause 8 of patta of 1880.

The argument from all the other estates in the pargana.

forest at preferential rates. The zamindar's view is that the proviso would not have been inserted if the framer had not intended to make it clear that the jungles were the zamindar's property and that he was entitled in certain circumstances to extra payments for his consent to use them. This view appears to me quite untenable, though intelligible from a zamindar's point of view. For the Commissioner in an arbitration where the question was not before him could not decide that the jungle was the property of the zamindar. Apart from that, the patta obviously contains a detailed account of all payments

Clause 8 in no way made the zamindar exclusive owner of the jungle,

by headmen and raiyats for all the lands and easements of which they were in enjoyment. To such detail does the patta proceed that immediately after the provision quoted, it provides for the supply of wood to the zamindar through labour furnished by the headmen, and paid by the zamindar. The position of this provision is significant, as is also the fact that it is found in the pattas of villages which even then contained no jungle. It is preposterous to suppose that headmen in villages which contained no jungle were expected to supply timber on payment of the wages of cutting and carrying, if they were at the same time not only bound to secure permission from the zamindar to get that and all other wood from neighbouring villages, but also to pay for the permission. Again it is incredible that such a provision should be inserted and mention of payment for consent to take jungle produce left out. The truth obviously is that any idea of payment for the permission of the zamindar never entered the framer's thoughts and that he inserted the phrase from a paternal desire

but the words regarding consent were a provision to prevent destruction of the jungle.

to contrive some means by which reckless destruction of forest should be avoided. He assumed—gratuitously as has so often been proved—that the zamindar would disinterestedly control and direct the immemorial right of his tenants to a supply of timber and fuel from the jungles within the estate, but he never contemplated payments in respect of jungle produce super-imposed on a rent which he had taken particular care should be inclusive of all payments.

384. The method of introduction of jungle-kar affords additional support

Jungle cess introduced in lieu of gharbethi, which admittedly had been commuted.

to the view that the zamindar had endeavoured to evade the terms of the agreement of 1880. Admittedly gharbethi was then commuted, but the zamindar deposes that he subsequently reintroduced it and to enforce it he adopted the expedient of closing the jungles, if payment at Rs. 8 per hal were not made or gharbethi rendered. Incidentally, this disposes of his allegation that he voluntarily gave up panchas because he saw that the raiyats found a difficulty in paying the enhanced rate of rent (§ 355). It is not unfair to say that the attitude of the zamindar of Kera towards the raiyats has been governed entirely by the question of how much he could realise from them. The jungle villages indignantly refused to pay the jungle kar, though I fancy some weak-kneed persons have paid even in some of them but never without protest, while jungleless villages faced with the dilemma of paying or going without fuel, succumbed. Collections, however, were everywhere irregular and under protest. The late dewan who was appointed in 1893, when the zamindar was already deep in debt, states that he does not know whether anybody paid before then. When he went with the zamindar to realise three years' jungle-kar which the zamindar alleged had been promised by some headmen at the previous Dasahara to enable him to pay a debt, the aboriginal mundas and tenants at once petitioned the Deputy Commissioner. The same witness says that though the zamindar used to take something from the few tenants who sought permission to take from jungles of other villages, there was no system till the subsequent introduction of the rate of Rs. 8 per hal. The Deputy Commissioner held that the tenants, whether jungle cess was leviable or not, need not pay in advance. In 1895 the Deputy Commissioner held, without assigning any reason, that when a village had not sufficient jungle and had to go beyond its own boundaries,

Subsequent history of the attempt.

the zamindar might realise jungle-kar. This order gave formal sanction to a tax which is unique in the pargana and which does not appear to rest on law, contract, or ancient custom. In the following year a widely signed

petition was filed complaining that the Thakur realised jungle kar in defiance of the above order, which all villages containing jungle persist in regarding as an order of exemption. In points of fact it was the reverse, owing to the simple fact overlooked by every one but the zamindar, that bamboos are only found in three or four villages. Later the estate came under the Encumbered Estates Act, but for some reason the zamindar was allowed to manage the jungle. As a result, during the recent rent settlement the numerous objections of the Kera tenants if they did not originate in, certainly had their chief impulse from, the dissatisfaction aroused by the claim to jungle cess. Orders were therefore passed that the jungle should be taken out of the hands of the zamindar, but this has not yet been done. The Commissioner ordered that Mr. Taylor should during survey operations decide what rights over the jungle in each village the tenants of that village possessed and also that tracts should be marked off in villages which contain jungles for the exclusive use of the tenants of the village, but this does not appear to have been done. Some of the diku headmen were prepared to come to terms on condition that the rate should be one anna per rupee of rent, but the aboriginals, in spite of all efforts absolutely refused, as Mr. Taylor reports, to make any compromise or to agree to pay at any rate whatever stating that the whole thing was an innovation and that any payments they had made were made under compulsion. Subsequently the Manager of the Encumbered Estate met some headmen and raiyats and the headmen of these villages in which there was no jungle appear to have agreed to pay an anna per rupee of rent. Lists were subsequently drawn up of villages from which jungle-kar might be realised. Primarily they were to include villages which had less than 100 bighas of jungle, but the Manager arbitrarily included in the list many villages containing more than 100 bighas of jungle on the ground that in comparison with the total area of the village, the jungle was small. Further, some villages whose jungle had been arbitrarily separated from them during the survey operations, were included in this list, as after the separation they appeared to be jungleless. Authority was given by the Encumbered Estates Department to the Thakur in whose hands the jungles still remained, to make realisations, though, far from recognising any inherent right on the part of the zamindar to a tax of this nature, the Deputy Commissioner managing the estate wrote at the same time expressly informing him that he would probably not be allowed to collect unless he made an application to have the provisions of the Forest Act extended to his estate. The letter ran:—

Text of the Thakur's authority from the Manager, Encumbered Estates Department, to collect.

"You may collect jungle-kar at the rate of one anna per rupee of rent from all the villages in which there is no jungle. You may not collect any cess from any village in which there is jungle, unless there is less than 100 bighas of jungle when the village may be considered to have no jungle. You may do this because the raiyats have agreed to pay at this rate. All the raiyats of your estate are entitled to take firewood and timber as well as minor forest produce (exclusive of tasar, lac and mahua) free of charge and without permit from any part of your forests. Then after 6 months I shall consider whether you shall be allowed to collect jungle cess in the future and unless you have made such an application (section 38, Forest Act) you will probably not get any jungle cess."

It is clear that the Manager himself considered the jungle-cess which he allowed to be merely a contribution towards preserving the remaining forests, and payment to be contingent on the zamindar agreeing to assist in protecting them by making an application under the Forest Act. Of course, no order of the Deputy Commissioner as Manager of the Kera Estate could effect adversely the rights of the headmen and tenants.

385. Any right that the Thakur possesses must have come to him from the 1880 patta, as by his own admission all tenants of the estate had full rights before then to use the jungle wherever situated without regard to the arbitrary division into villages, and indeed everywhere in this pargana, in the Kolhan,

The tenants' rights in the jungle were in 1880

estate-wazi. tenants' rights in jungle are "estate-wari and not village-wari." Apart altogether from the question of the inclusion of the jungle-cess in the Rs. 50 rent per hal, it is quite clear that the patta gave him no such right. The clause in the patta and



kabuliyat merely represents the framer's hope that the zamindar by the exercise

The patta of 1880 certainly conferred no right of ownership of the jungle on the zamindar.

of the inherent authority of his position should confer a public benefit by exercising some sort of supervision over the jungles which would be salutary, and for the permanent interest of all concerned, and thus prevent the country from being denuded of wood. Even as regards "the consent," the patta and kabuliyat merely constitute an agreement between the headmen and the zamindar, and it is doubtful if it binds the tenants. Admittedly it was inserted without consulting either the Thakur or the headmen, still less the tenants. Even if "the consent" be necessary, it by no means follows that it must be paid for. In the Kolhan the innovation restricting villages to their own boundaries and requiring permission to take from neighbouring villages has recently been introduced, but the permission is free no cess being claimable. The zamindar of Kera, however, managed to

Confirmation of illegal exaction by Deputy Commissioner is of no legal effect.

impose a fee in places, or rather on certain tenants in certain places and contrived to secure Deputy Commissioner's approval with limitations.

That approval is not legally binding at all particularly in cases where it was given as Manager of the Encumbered Estates in the Wards Department. Subsequent Deputy Commissioners were prepared to modify or discard it altogether, admitting that it was a voluntary payment since all tenants were entitled to take free from any parts of the Kera forests, so that it cannot be argued that it has legal force. Certain it is that it was never widely, not to say

The exaction was never acquiesced in.

universally, accepted. Before 1895 the figures submitted by the Thakur show that the forest income was very small and even after the Deputy Commissioner's approval was not withheld, collections were made with great difficulty. At the end of 1902, the demand was Rs. 3,420 for jungle-cess alone and the arrears over Rs. 10,000.\* The contention of the aboriginals is clearly borne out that they never acquiesced and never paid except under pressure. Even the agreement of certain headmen with the Deputy Commissioner as Manager in 1903 is now repudiated by them and the utmost difficulty is experienced in making collections. Of course, it is doubtful what headmen were present and whether the consent was a real one or whether they understood what was supposed to be agreed to. No list of headmen present was made, and there is no record of anything save the note of the Manager.

386. It cannot be held that any tenants of the estate, even of those villages which were not wrongfully included in the list issued by the Manager, Encumbered Estates, to the disqualified zamindar are legally bound to pay jungle-kar. The villages which are bare of jungle

All residents in the estate may take jungle produce from any village free of charge.

now were jungleless in 1880, and there is overwhelming evidence that they had to go far afield to other villages in the estate for their jungle produce, taking it free and without permission in virtue of their prescriptive right of user. Doubtless the onus might be taken to be on them to show that this right extends beyond their own village or what was either till recently in their own village or in no village but on their borders, but they have discharged it and it has been shown that the unit for jungle rights is the whole estate. Moreover the words in the patta never contemplated the refusal of permission to take what was really necessary, or that it should be conditional on payment. Any contracts express or implied that were entered into to pay for that consent were clearly extorted by the zamindar's refusal to allow the necessities of life without such payment. A delightful commentary on the freedom of contract is that Kundarpa Singh, the forester, was allowed six annas in the rupee on collections! And jungle-kar if not included in the heavy rent of Rs. 50 per hāl would certainly have been mentioned in the patta like dalkati. Jungle-kar differs from lahkar. The former is a charge made for a right which was previously exercised free of charge. Moreover, the rate of rent (with the extras mentioned) was inclusive of everything payable for all the privileges of the tenancy. Lac was not grown in 1880 and lahkar was certainly not then commuted.

387. The other claim is to a tax on mahua. A contribution of a paila or two per house has been, it is alleged, collected according to the year's yield. Payment is denied in a large number of villages, but the significance of the denial in many, though by no means all, villages is that the contribution was made in certain years between 1888 and 1894 under protest or as a benevolence which they knew they need not pay, but which all except the village Hampdens considered it less trouble to pay than to endure the consequences of refusal. The collection where made was devoted to feeding the zamindar's bullocks, and as they are not numerous, the voluntary contributions of the non-aboriginals would easily feed them during the mahua season. The accounts show that practically nothing was ever realised from sale of mahua.\* I have already held that the patta of 1880 contains a full enumeration of the payments legally realisable and whereas tasar and mahua were both known in 1880, a payment is shown as realisable on tasar and not on mahua. Yet where in 1888 to 1894, mahua was realised, it was through the headman. But just as the zamindar reintroduced gharbethi after it had been commuted, so, in lieu of the mahua oil exacted before 1880, he introduced according to his own evidence a produce rent on mahua though all produce rent had been commuted and consolidated with the cash rental. The exaction was resisted and in 1886 the munda of Padampur brought a civil suit for the return of payments extorted as mahuakar and lakhar. The suit failed because the Court held that the four witnesses from plaintiff's village were not sufficient to prove that the payments were "unjust dues." Two other headmen had come forward to depose—falsely, according to the zamindar's present deposition—that the rent on trees "was always levied." Clearly if the present statement of the zamindar that both were then new cesses had been before the Court with the fact that all cesses and produce rent had in 1880 been consolidated with the rent, the suit must have been decreed, at least in respect of mahua which was certainly not a new product. The argument constantly put forward is that this judgment was a decree in favour of the legality of the imposts, whereas in fact it amounted to a failure to furnish sufficient proof to induce the Court definitely to pronounce the exactions "unjust dues." The effect of the failure of the suit was that between 1888 and 1894 collection was generally made, till in the latter year the zamindar startled even the intimidated tenants into violent opposition by a demand for a heavy advance of jungle-kar (§ 384). The late dewan states that in 1893 "mahua was not universally realised. There was no fixed standard when people did pay." Since 1894 there has been no regular payment at all. Another point is that in the villages of Kaeda and Janta belonging to Babu Chandrabhanu Singh, which came under the Encumbered Estates Act about 1880, no such due was shown in the assets of the estate, though the estate was so poor that to enable it to come within the Act the Thakur of Kera arranged to forego his claim to certain abwabs in the chakran villages, nor has any such contribution of mahua ever been made. Like jungle-kar, mahuakar is not due by law, equity or ancient custom. It may be mentioned that practically everywhere mahua trees are in the exclusive possession of individual owners.

Claim to mahuakar inadmissible. Q 71 (d) and (e). Not payable as a rakumat or as a rent on trees.

In the patta of 1880 too, exclusive possession is contemplated since the headman engages not to interfere with mahua and other trees in the possession of raiyats. The trees are not at all the property of the zamindar, consequently he is not entitled to rent on them, and there is by custom no tax or produce rent on mahua. Moreover collection of mahua was made through the headmen but all payments by or through the headmen are mentioned in the 1880 patta and mahua-kar is not one of them.

388. Tasar is cultivated in all villages in Kera where trees are available. In 1839 we find that the regent of the minor Raja Arjun Singh claimed a right to take a duty on "raw wild silk" collected in the Ker: jungle but was withstood by the Agent

\* Income from jungles in 1897 as shown by the Thakur Rs. 75. Demand shown in his books in 1902 (while he was under Encumbered Estates Department) jungle-kar Rs. 3,420, mahalakar Rs. 148-8, lao Rs. 253, bamboos and fuel Rs. 390, timber Rs. 418, tasar permits Rs. 147, mahua-kar Rs. 19, total Rs. 47,971. Little or nothing of the jungle-kar was ever collected. The sale of fuel and timber was to outsiders.

to the Governor-General till he should prove his claim. In 1857 the tax in Kera was four annas from each person who cultivated tasar and the payment is definitely termed "dalkati." When the payment was abolished in the confiscated estate of Khas Porahat in 1858, the order did not extend to the subordinate estates.

Dalkati provided for in the patta. The patta of 1880, clause 13, contains the provision "you shall take half the 'dalkati-mahsul' realised in your village and pay the other half to me." The rate is not mentioned, but the rate at which payment has been made since 1880 is the original rate of four annas for cultivators of the village [a customary rate which the zamindar attempted to enhance by addition of cost of permit (§ 389) but ineffectually], and a rate of eight annas for other raiyats of the estate.

Rates of the tax. Q Q 292-94 and share of the headman. Q 97. Of this sum the zamindar has always secured four annas. A few headmen say that they have retained half the realisations in both cases, but I doubt this, and no proof is forthcoming though they have recently paid into the Treasury. The zamindar, as usual, evaded the provisions of the patta in this case with success. The existing practice for the last 50 years has been recorded. It should be remembered that dalkati-mahsul is a customary tax and not rent for trees which the zamindar would have no right to take. But even if it were rent, it is as high as is reasonable, since the crop is uncertain and the labour involved enormous. The headman is also entitled to half the contribution of the outsiders from other estates who cultivate in the village. The record does not deal with them. They have no inherent right to cultivate in the estate at all. Were the tenants not so suspicious of machinations on the part of the zamindar, it would seem unnecessary to mention that it is only in the year when a villager makes an 'ara' that he is liable to "dalkati-mahsul." The usual practice is that trees are assigned to intending cultivators in an annual panchayat of all who desire to do tasar in any year. The zamindar

Distribution of trees. Q 95. has no right whatever to interfere in the distribution. After the claims of villagers are satisfied, other raiyats of the estate are entitled to cultivate and raiyats of other estates can only be accommodated with trees when the requirements of these classes who have preferential claims are fully supplied. But should villages be held khas, we may shortly have, as in Babu Chandrabhanu Singh's villages, a complete upheaval of this custom, and residents of Kharsawan or elsewhere from whom any sum may be exacted, preferred to the tenants of the village who have a right to cultivate tasar on paying four annas. (See §§ 126-129.)

389. *Permits.*—The provision in the patta being explicit, the zamindar found that receipts from dalkati were not elastic. Subsequent to 1880 therefore, either because he suspected that more might be made out of dalkati than actually reached him through the headman who under the patta is responsible for collection of dalkati, or because, as he states, the better to prevent damage to the jungle he wished his private servants to know where tasar cultivation was, he introduced a system of permits for tasar cultivation. The fixed cess for dalkati

An innovation. includes, I take it, cost of collection and supervision and the imposition of a money payment in respect of these on each cultivator of tasar merely means that the cultivator is paying twice over for the same thing. The exact date of the innovation is uncertain—it was probably about 1888 as the first counterfoils date from 1295. No rate is entered in them and permits are said at first to have been given free or for a pice or two, but in some counterfoils of 1296 the present rate of "tikat paisa" is found. The staff of watchers was increased, however, and a charge of one anna and five pice and later two annas and ten pice for villagers and raiyats of other villages respectively was made and apparently four annas six pies from outsiders. There has always been great difficulty in collecting the imposition (*vide* page 209), and it is with extreme reluctance that anybody admits payment. In December 1896, the raiyats complained that the rate of dalkati had been illegally raised from four annas to 6½ annas, and the Deputy Commissioner ordered that the Thakur should not be allowed to realise

Never acquiesced in. dalkati, and that the payment should be made into the Treasury. The Thakur however continued to realise some fees for permits (Rs. 147 in 1902), and argues that they are forest

revenue (the forests have been left in his hands) and not dalkati. Payments, where made, have been made for fear that cultivation should be stopped, but they have not been made without protest. It is a clear case of *force majeure*.

390. Further the tax is not a legitimate one even as forest revenue.

Not a legitimate tax.

To begin with, though rakhats are referred to in the 1880 patta, and perhaps an attempt was made to protect to a certain extent sal saplings on the low hills south of Dukri, the Thakur was entirely unable to satisfy the Rent Settlement Officer on the point, for none of the jungles have been recorded as rakhat, and I very much doubt whether in 1880, in spite of the mention in the patta, any real rakhat existed. As regards the Thakur's statement that tasar cultivation in a jungle is incompatible with its continued existence as forest, I entirely agree with him, for all the undergrowth round the asan trees has to be cut away to allow the cultivators to get at them and to protect the caterpillars from their natural enemies, and there is always a constant risk of fire. But no amount of watching will prevent a certain amount of jungle destruction, and the remedy would seem to be to set apart certain areas and devote them exclusively to the purpose and entirely close the rest. In any case an all-round rate seems an unfair way of raising money. People do not cultivate tasar in a jungle for choice. If the number of trees were restricted, it would be the outsiders who would have to stop cultivating (not the villagers who have first claim and after them the other tenants of the estate). In fact, it is admitted that most of the damage to the jungles is done by the people who come in from other estates to cultivate tasar. The zamindar and the headmen are the only persons who benefit by the advent of outsiders, and it is clearly unreasonable that the villagers should be taxed to provide a staff of chaukidars to look after them. The zamindar appears to assume that he is the absolute owner of all the asan trees, and that he has a right to prevent tasar cultivation at will if the villagers do not pay what he demands. As regards areas which he could prove were rakhat in 1880 and have been so regarded ever since, he might have had that right, but I do not think there are any such areas. It is unnecessary for the argument here to question his right to prevent tasar cultivation in his estate by persons of other estates. But as regards the inhabitants of the Kera estate, more especially when cultivating tasar within the boundaries of their own village (or what but for arbitrary changes at survey operations were the boundaries of their village) they undoubtedly have the right to cultivate tasar on payment of the recognised dalkati cess, *i.e.*, without any further permission or payment whatsoever. Again, they are entitled to the first choice of trees and to preference if there are not enough trees, even to the total exclusion of outsiders whom the zamindar is not entitled to admit to the use of asan trees before all preferential claims (§ 388) are fully satisfied. Here, however, as elsewhere, *e.g.*, under dalkati, nothing can be recorded which would prevent the Thakur charging the inhabitants of other estates, when legitimately admitted by the panchayats to the balance of trees not wanted by cultivators of the estate, anything that he can induce them to pay.

391. Lac is cultivated extensively chiefly on kusum, but also on bair,

Lahkar. Q Q 82-89.  
(See § § 130—134.)

Payable as "dalkati-mahsul" on kusum only. Q Q 84-86.

paisar, ruta, porho and paras. A cess is leviable for kusum only, and never anywhere for planted trees like bair. It is admittedly only payable when the crop is successful, or, as it is put, "when the branches are cut," so that it is a species of dalkati, and as it is admitted solely as dalkati, the munda is under the patta of 1880 entitled to half the realisation. The rate for kusum is from two to four annas according to size. A cultivator may set lac without permission on any trees in his possession. These include trees planted by himself or inherited by him, and also trees which have come into his possession by the distribution of kusum and other trees on cultivated and waste lands which has taken place in most villages where lac is set. Similarly, no one may set lac on trees without the permission of the owner or of the person to whom they have fallen by partition of the trees in the village. In the case of kusum trees, there is no reason why the owner should not if he pleases keep them for fruit which is of value, when of course no cess is leviable. In some jungle villages the

Distribution of trees. Q 87.

trees have not yet been distributed, and there the headman's permission is often required before any one can cultivate. Once given however it does not require to be renewed so long as the cultivator's seed remains on the tree. People rarely rear lac in villages where they do not reside or cultivate. Indeed the tenants of the village nearly always require all the trees.

392. Many villages have questioned the legality of *lahkar*. Their position is that it is a tax on trees or jungle produce which was included in the rent of Rs. 50 per hal in 1880 when cesses, *rakumats* and *begari* were once for all consolidated with the rent. It is also pointed out that now they pay rent for the *goras* in which many of the trees stand. They insist that hardly anywhere has the tax been generally, or voluntarily, or continuously paid. If paid, it was, it is alleged, paid under misapprehension as to its legality, and to avoid the worry entailed by the zamindar purporting to authorise a stranger to cultivate on their trees.

393. The zamindar's sworn account of the matter is "before 1880 lac was not cultivated at all. When the people began to cultivate it, I began to charge for it. The system is that a *muharrir* goes round and finds out who is going to cultivate. He does not take anything until the crop is ready, so that this is really *dalkati* too. If there is no crop, nothing is charged. The rate was two to four annas. We began to collect it as soon as lac began to be valuable. There was a *golmal* at Padampur at the beginning, but there has been none since." The munda of Padampur and his son had been present at Chakardharpur in 1880 and understood that the rate of one rupee per bigha included all payments not entered in the *patta*. The case brought by the munda in 1886 has already been referred to in § 387 in connection with *mahuakar*. The present statement of the zamindar that the imposition was a new one is in striking contrast with the defence evidence which procured him success in that suit. I have already held that that suit did not establish the legality of the exactions for *mahua* and *dalkati* of lac. But from 1888 the counterfoil receipts, the genuineness of which there is no reason to doubt, indicate that realisations were pretty generally made. There is a long hiatus from 1302 (1894-95) to 1310 owing to the friction between the zamindar and *rai-yats*. In 1311 and 1312 the orders of the Deputy Commissioner as Manager and the draft record-of-rights of Mr. Taylor had the effect of restarting collection at enhanced rates which were paid in some villages, but not generally accepted. As has already been noted, it also had the effect of starting *dalkati* for lac in Khas Porahat though there it is clearly illegal.

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394. The claim of the estate is that the zamindar is the owner of the trees, and may, therefore, stop cultivation if he chooses. This claim is quite inadmissible—in fact, as has been pointed out above, the person in possession of a *kusum* tree need not grow lac on it unless he pleases, and if he does not grow lac on it he can enjoy the produce free of charge, and may also sell it if it stands in his own land. He certainly cannot be forced to surrender the tree to anybody else so that the zamindar may get *lahkar*. In the *kabuliyat* of 1880 the headman engages not to interfere with any tree in possession of the *rai-yats*. That provision proves that the zamindar is certainly not the owner of all trees, and that he cannot dispose of them. Further, the *patta* contemplates that all realisations should be made by the headman. In Ranchi it would shock the sense of justice of the community to take *lahkar* on trees in a cultivator's arable land. It is similarly asserted here that as tenants have preserved the trees to the detriment of ground crops, they are not liable to make payment for them.

Lahkar is not leviable as a rent— If *lahkar* be looked upon as a rent, this is undoubtedly true, as the trees spared, e.g., on *goras*, do not belong to the zamindar. *Lahkar*, if due at all, is due as a customary tax on certain trees.

395. It would appear, however, that unlike *jungle-kar* the cultivation of lac was not a right which had previously from time immemorial been exercised free of charge, or as an agricultural easement, and unlike *mahuakar*, it was not an old tax consolidated with the rental and then revived later in a new form. It was

first levied before 1886 and was for a time generally paid, and apart from the friction generated by the zamindar's numerous illegal exactions would, as Mr. Moberly remarks, have been generally acquiesced in and crystallised into custom as in the neighbouring native States, provided the rate was not exorbitant. As a matter of fact, the customary rate of two to four annas is reasonable. It must be remembered that labkar began to be taken at once on a new jungle product and that the analogy on which it is justified is similar dalkati for tasar, which is of old standing and universally admitted. The matter is not free from difficulties, but after mature consideration I confirmed my predecessor's finding, holding that while no new cess is admissible on anything, including jungle produce, which under the compromise of 1880

Analogous to dalkati for tasar expressly retained in 1880.

was to be free in consideration of the high rate of rent agreed to, dalkati having been expressly excluded if a new kind of dalkati arises in connection with the cultivation of a new product, such as lac, on self-sown kusum trees, it is not illegal to take dalkati on trees used for this new purpose on the analogy of the existing dalkati. Labkar has, therefore, not been rejected, since it is a variety of an old impost which was expressly reserved in 1880.

Headman entitled to collect it.

As it is dalkati, it follows from the patta that the headman must collect it and receive half of it. Neither patta nor custom contemplates any one collecting in a village except the headman. I would add that I should certainly have rejected the claim if supported merely on the ground that it is rent for trees which the zamindar is not entitled to realise even when they stand in the jungle, still less when they are in a tenant's separate possession and guaranteed to him by the headman's patta.

396. It is obvious that the argument that the trees belong to the zamindar

Leviable on kusum alone.

is not applicable to planted trees like bair, which are admittedly the exclusive property of the planter or his heirs, who can use them for any purpose he pleases. Again no tax is leviable on such trees by custom. An attempt has indeed been made since 1904 to assess bair, but the insignificant success which it has enjoyed is due to the prestige of the Manager of the Encumbered Estate. There is no clear evidence that labkar has been regularly realised for any species except kusum. The crop on them is much less valuable and in this estate they are more rarely used. The old counterfoils contain a list of species irrespective of size on which lac might be grown, but in all cases where I have been able to get details I have found that by custom the tax was levied only on kusum, and only at rates varying from two to four annas.

#### MISCELLANEOUS DUES.

397. No chapparbandi is realisable in the estate (§ 137). Trade taxes

Trade taxes. Q. 108.

exist in many parts of India and are imposts payable by ancient custom by artisans, almost always in kind (§ 138). They were not affected by the commutation of cesses on agriculturists in Kera in 1880. They are payable by such members of a trade caste as follow the caste occupation, but only by one member of the household. They are, moreover, in this estate now contingent on the ability of the estate to supply trade requisites free of charge, an important consideration in Kera where tradesmen have frequently to purchase looms or bamboos as the zamindar has sold so much (§ 139). This was not the case originally, but in recent times the zamindar has himself associated the tax with the idea of consideration from the estate. The imposition is realisable as a customary tax only. Receipts have been given at various times, but it was often the custom to collect through a syce or other servant who realised his own wages in this way! The following have been found to be payable:—

(1) *Tantkar*.— Though generally denied by the Tantis this impost has clearly been long realised. A five cubit *gamcha* was originally rendered to the zamindar. The evidence indicates that it was *eksuti*, and the present value would be eight annas. That was the sum taken till 1896 when the impost was raised to ten annas on the allegation, inaccurate as the evidence shows, that the *gamcha* was *dosuti*. The amount is the same as in Anandpur and the Khas Porahat zamindar recently sought to realise at the same sum. Only Tantis

who weave are liable. Payment is per loom and is contingent on consideration in the shape of a supply of a *tānt* and fuel being available free of charge.

(2) *Kamarkar*.—Each blacksmith pays twelve annas a year. From ancient times a kodali was rendered, and this was first commuted at eight annas. More recently, the impost—which is generally admitted—has been collected at the present value of a kodali, and this has been recorded. The tax is not payable by persons who merely do repairs.

(3) *Kumharkar*.—The Kumhars supply earthen vessels to the zamindar, and to Government or zamindari officers on tour. It is nowhere disputed.

(4) *Ghanikar*.—An annual payment of eight annas is made by Telis, Tamarias and others on each oil-mill. It does not apply to the rough oil-presses used by the aboriginals, but only to the type known as *ghani*. Formerly oil used to be given, and eight annas at which the tax has been realised since receipts have been given is a reasonable equivalent for a seer of oil. Liability is not seriously disputed.

(5) *Mahalikar*.—Before 1880 Mahalis rendered articles of bamboos such as baskets and umbrellas which the zamindar required. The commuted value was at first one rupee eight annas, but eighteen annas (in 1303) in addition to a basket, a mat, and a *sūp*. In 1898 (1305) the cash rate was doubled, the articles of bamboo being dropped. At the outside the value of the basket, mat, and *sūp*, would not exceed annas 6, so assuming that the cash payment of Re. 1-2 was reasonable, the total admissible tax would be Re. 1-8, or two annas a month, which coincides with the tax in Anandpur, where the supply of bamboos is far more plentiful than in Kera, the zamindar of which sells mainly to outsiders at contract prices. Indeed residents show receipts for purchase of bamboos from Tamar. In such cases when Mahalis or Doms do not do bamboo work, there being no consideration, mahalikar is not realisable (§ 139).

(6) *Ghuniakar*.—The Ghunias are a fishing caste, who have for ten or twelve years paid a rupee in lieu of supplying fish free to the zamindar when he required it. They fish all over the estate, whether they reside in the parent estate or in a subordinate tenure, are few in number, and admit liability.

(7) *Dalakar*.—Certain professional shop-keepers go into other villages in Kartik, Agahan and Pous when the paddy crop is being threshed and barter bhunja, salt and tobacco for paddy, and pay to the zamindar a tax which seems of the nature of a license fee varying from eight annas to one rupee. It is not payable by residents of the village when they pursue this occupation in their own village. It appears to be ancient and has been recorded, but it is doubtful (§ 140).

398. *Shadikar*.—It is alleged that Tantis, Gunias and Ghurias pay one rupee under the name of 'mundlatonka' to the zamindar on the occasion of marriages, particularly of daughters. As far as evidence goes, the custom is far from universal, and in any case is not one to be recorded, since it is a purely voluntary offering to the goddess, and the zamindar has no real concern with it at all.

399. *Salamis and goats*.—(i) Dasahara salami is provided for in the patta and universally admitted. As usual a five-hath sirpa is given by the zamindar in return. 'Charbethi' is an ancient custom and has also been recorded on admission of Goala headmen. It is really however a voluntary offering usually in lieu of dasahara salami (§ 142).

(ii) Dasahara goat is claimed by the zamindar and universally denied. I have no hesitation in saying that it was one of the payments expressly commuted in 1880. Specific mention of it in the terms between the Dugni zamindar and his headmen is significant when no similar provision was inserted in the contemporary Kera patta (§ 355).

(iii) *Jantal goats*.—The zamindar claims two goats, one in Jeyt and one in Bhado. The former is extensively admitted except by Hos, the latter is admitted only by a few sadant villages. The observance is of a religious character, and the zamindar himself contributes, and makes nothing out of it. The



record shows exactly what has been admitted. It is exceedingly doubtful whether the offering is not in view of the commutation in 1880 purely voluntary as in Chainpur where also it has been continued after commutation, though not legally payable, and whether failure to render a jantal goat would entitle the zamindar to a decree for the value of it as rent. I do not think it is rent at all: if it is and it were payable to the zamindar it would have been mentioned in the patta. The fact is, it being rendered at his head-quarters, it is popularly regarded as rendered to him whereas it is rendered to the divinity presiding over the rainfall (*cp.* § 398 and § 144). In any case he does not suffer financially since the dehuri takes the head of the goat after he has sacrificed it, and the contributors feast on the remainder. Where two goats are rendered the pandit takes the head in Jeyt. The goats are purchased by subscription in each village.

(iv) *Patta salami*.—In accordance with the provision in the 1880 patta, each headman paid Rs. 2 salami for the patta. This has been recorded on the understanding that it is all that can be taken and provided the patta is "for 15 or 20 years" (§ 355). The payment appears to be a sort of registration fee, see Appendix IVB.

400. The position of the subordinate tenure-holders in respect of receipt of miscellaneous dues depends on the character of the tenures. All such dues (except perhaps mahalikar) and all payments in respect of dalkati for tasar or lac are payable to khorposhdars and brahmotdars and in such villages an entry in 110 shows that wherever "zamindar" is entered the tenure-holder is to be understood.

Trade taxes and customary dues to whom payable in subordinate tenures?

(a) Always to khorposhdar and brahmotdars. Babu Chandrabhanu Singh appropriates them in the two chakran villages of Janta and Jharjhara by (it is alleged) an old arrangement with the zamindar. Ordinarily such dues in these two villages as well as similar dues in Bankitapi, Barkani and Baihatu, the tenures in which, whether khorposh or chakran, do not seem to be resumable, are found to be payable to the zamindar, with the exception of patta salami. The position of the rent-receivers in these three villages was not clearly determined at the recent survey and rent settlement, so though described in the record-of-rights in the same way as in the rent settlement proceedings (*i.e.*, as khorposhdars or lakhrajders though in other parts of the record, *e.g.*, the dispute list, the term chakrandars is used) they have been treated in respect of miscellaneous dues as chakrandars. Admittedly they do not receive payments for dalkati. In chakran villages the miscellaneous dues go to the zamindar. With respect to khorposh villages, it should not be forgotten that a tradesman

(b) ordinarily to zamindar in chakran and doubtful tenures.

residing there and paying his trade tax to the khorposhdar is entitled to take all jungle or mineral produce for use in his trade and for sale when manufactured and a fisherman to catch fish in any part of the Kera estate without any payment of a second tax to the parent estate. In some cases such persons have recently been forced to pay a second time, quite wrongfully, to the zamindar, whose estate with its under-tenures must, as far as the tenants are concerned, be regarded as a whole, the arbitrary sub-division of which cannot prejudice their rights.

401. The terms of the notification do not give the Revenue Officer jurisdiction to determine points in dispute between the estates and their subordinate tenure-holders. In Kera and Anandpur questions arose (1) as to whether the khorposhdars were also *hissadars*, already determined in the negative by the Rent Settlement Officer and very improbable (§ 291) and (2) as to right of sale of timber and other jungle produce.

Forest rights of under-tenure-holders.

The khorposhdars have everywhere attempted to sell, but in Kera always with a consciousness that their right to do so was uncertain. In Kharsauan and Seraikela there has never been any question that they have full rights in the jungle of their khorposh grant. On the other hand there is undoubtedly a distinction, *e.g.*, in the method of division of an inheritance between pirpati grants like Kera and Anandpur (§ 343) and grants by pirpati proprietors to 'Kuchran Babus' of their families. In the record-of-rights a note has been made

showing that the point in dispute has not been adjudicated on. The onus of proof however is decidedly on the zamindar.

402. *Hälbethi*.—The zamindar claims that before 1880 the raiyats used to render two days *hälbethi* and one day's *kodalbethi* annually, but that this predial service was not commuted, and that the custom has been in force ever since. "The raiyats" he deposed "still do *hälbethi* and *kodalbethi*, but they now all get half a paila of *bhunja* instead of nothing." To take minor points

*Bethbegari*.  
*Kodalbethi* clearly not due.  
 first, there is not an atom of evidence that *kodalbethi* is rendered, and we have the statements of the *khorphoshdars* who would take it in their own villages if it were due, that it has been given up long ago. Then there is not a suggestion throughout the evidence either on behalf of the estate or against it, that *hälbethi* is ever rendered for two days per annum. Thirdly, it is I think probable that before 1880 there was actually *hälbethi* in some villages, but it was really *bethi*, and no payment either in *bhunja* or money was made. The present ploughing where it is rendered is, therefore, clearly of a different nature from the *halbethi* existing before 1880. Presented

A payment is now always made to persons who plough.  
 at the strongest, the case for the zamindar is that he has 362 acres of  *khasjot*  in four villages, in one of which, *Kera*, he has no bullocks, yet he gets all his cultivation done for a nominal payment. On this he bases a claim that he is entitled by custom to exact in future on the same terms the labour required for the cultivation of those lands, that is a minimum of one day a year. I do not think the argument holds. In Scotland it is the custom for crofters and small farmers to give the landlord "a day at sheep-shearing" and receive rations only, but it would be ridiculous to say that the landlord is entitled to their services. Again, many villages have admittedly never rendered *halbethi* at all. "Some of the tenants" as the late *dewan* says in his deposition "used to render *bethbegari* and some not." Other villages prove by their evidence and by that of the zamindar's servants that while the poor among them were willing to plough for wages and the well-to-do to render assistance once in two or three years if politely asked

The oral evidence.  
 to do so, all at once refused whenever a claim to *halbethi* was asserted, insisting that it had been commuted. The zamindar's *behera* at *Kenke* says: "If I call it *halbethi*, they will not give it, if I call it *mangan* (benevolence or friendly turn) they come, and we give in return one *ser* of *bhunja*." Another witness of the zamindar says: "After the Rs. 50. *bandobast*, the *parjas* ceased to give *halbethi*, but they were willing to plough on being asked." It is clear then on the evidence in support of the claim that more than half of the villages never even assist the zamindar in his cultivation, and those who do, assist him as a favour and not as an obligation, and invariably receive payment in cash or rations. This is not the old time *halbethi* nor are the raiyats legally bound to render it. The zamindar's view of the '*mazduri*' mentioned in the *patta* as payable for bringing wood to him, is two pice or rations. If *bhunja* or an *anna* is payable for ploughing while nothing was originally paid, it is impossible to believe that the ploughing is *bethi* and the payment is not *mazduri*.

403. But apart from the fact that the zamindar has failed to prove that *halbethi* is legally renderable, there is very strong rebutting evidence. The *patta* undoubtedly contains an exhaustive list of all payments to be made to the zamindar. One point is particularly relevant in this connection: is it conceivable that *halbethi* would not find mention if it had been retained when a provision was entered in the *patta* for the supply of labour to bring wood to the zamindar and such labour was renderable only on payment of wages? The arguments from probability and comparison with the neighbouring estates are equally irresistible.

Argument from neighbouring estates.  
 The documents already quoted (§ 355) are again relevant here. It is incredible that Rs. 8 should be the commuted value of *gharbethi* alone in *Kera*, when at the same time all *bethkheta* or predial services were commuted in 1880 in *Chainpur* adjacent at Rs. 8. Similarly in *Kharsauan* all *begari* was done away with in 1880 and is not even claimed. In the four *Kharsauan* villages of *Chakradharpur Pir* *halbethi* was in 1880 commuted for Rs. 2. When *bethbegari* was being commuted in

Anandpur in 1903, Mr. Commissioner Slacke, who had been Settlement Officer in Chainpur and Ranchi, remarked: "Rupees two per hāl is in my opinion a very fair equivalent to take for the customary bethbegari." Similarly when the Commissioner in 1880 desired to fix the rents of Dugni at Rs. 19 per 20 bigha hal (Rs. 47-8 per Kera hal), halbethi alone was left to account for the difference of Rs. 2-8. Again the khorposh village of Kaeda, the property of Janardan Singh, was in 1880 taken under the Encumbered Estates Act, but in the statement of income halbethi was not enumerated, though so small was the estate that it was only by a special arrangement with the zamindar of Kera, that the assets were brought up to the minimum required to admit the estate to the benefit of Act VI of 1876. Obviously, if due, halbethi would, in such a case, have been mentioned, but it has admittedly never been taken in the village since 1880.

404. Lastly the khasjot of the Thakur was not sufficient in 1880 to make retention of *halbethi* imperative. It was in Khas Kera with some land recently seized in Dukri. The custom of the pargana is that the zamindar should have khasjot in and be headman only of the village where his head-quarters is situated. The khasjot in Chitpil was acquired about ten years ago and in Kenke after 1880. The zamindar obviously expected that by his influence he could secure ploughmen for a nominal payment. It was a small payment, just as the "mazduri" for cutting and conveying wood was, but it effectually disposes of the claim for halbethi. No bethbegari exists in the estate. The duty of the headman to supply labour to fetch timber from the jungles to the zamindar's house, on being requested to do so, is contingent on payment of the wages of the labour, and is not forced or gratuitous labour. Besides it is not a duty of the raiyat at all, but like dasahara salami is due only from the headman, and is therefore shown in Q 24.

Comparatively little khasjot in 1880.  
No halbethi or other begari is renderable. Q 109.

#### HOW KHASJOT IS ACQUIRED.

405. The manner in which a zamindar in this pargana acquires khas land in Ho and Mundari villages is of interest, and can best be illustrated from Kera. It is possible that some at least of the lands in Khas Kera were made by the zamindar's ancestors. In a Ho or Mundari village, a zamindar does not embank lands for himself. He would not have the right to do so without the consent of the village community, and it is incredible that the village community would ever grant him permission, since it naturally wants all good lands for itself, and zamindari cultivation is a worry both to the village and to the neighbourhood owing to the constant demand for bethbegari. In the 1880 pattas of Dukri some 84 bighas of khas land are mentioned. These had just been acquired, according to the zamindar, because Gomea Manki "had relinquished them," the zamindar cannot say why! Now the preparation of this land must have involved an immense amount of labour, and it is probably the most fertile land in the estate, a spot which any zamindar might covet. It is inconceivable that it should have been voluntarily relinquished, first because it could easily have been sold, and secondly because the Manki's son is the leader of the opposition to the zamindar and claims these lands. It was almost certainly ancestral land of Gomea Manki, and was forcibly annexed by the zamindar, when he decided to ignore the Manki. As regards Gomea Manki, even if the land were *mān* all that the zamindar could legitimately do was to assess it to rent,\* since the land had been reclaimed by Gomea's ancestors, and the rent, not the tenure, of the land itself was what might be resumed as constituting the *minhai* or *nāla*, if indeed anything could be resumed. But if Gomea Manki relinquished the lands, it is impossible to see what right the zamindar had to appropriate them. The village is not, and never has been, khas. On the charitable assumption that they were abandoned lands, the headman would settle them and not the zamindar. Even the fact that

Zamindar does not embank land for himself.  
He would not be allowed to do so in aboriginal villages.  
Dukri.

\* Section 6, Act I (B.C.) of 1879 was not applicable to Porahat Bill, 1893.

there is no headman would not give the zamindar a right to appropriate lands which are not the property of the headman, and in which the headman has at most an equal right with, and often a less right than, the other members of the village community. Such lands are the property of the village community, and pass to the villager entitled to them with the consent of the community and its head. The zamindar in a khas village would come in at the same stage as a headman who is not of the village family. He might retain the lands or settle them with an outsider approved of by the other villagers, if no villager wished the lands, but obviously he would never acquire the best lands in this way, having not an equal, much less a prior, right to the members of the village community. In Dukri, the Assistant Rent Settlement Officer, instead of requiring the zamindar to furnish the clearest evidence as to how he came by the 122 bighas of disputed land which he claimed, and presuming that the land belonged to a member of the village community until the contrary was proved, rejected the evidence of the raiyats' witnesses, because of an entry in a patta to which they were not parties, and because the effect would be to double the lands which the claimants held in 1880. These arguments were quite irrelevant in a question of possession, and the onus of proof was put on the wrong party. In Kenke, the headman was remunerated by *mān* land, that is, he was permitted to hold rent-free in lieu of munda-nala, his own ancestral lands, according to the old custom throughout the pargana. The Ho munda and his wife both died,

Kenke.

leaving an infant son. The zamindar seized the opportunity of making the village khas, and appropriating all the headman's lands, a most barefaced piece of land-grabbing. In the patta of 1880 the hereditary character of the headmanship is fully admitted, and also the right to hold from settlement to settlement on due performance of the conditions, and the custom is that when the successor is a minor, a near relative acts until the minor grows up. Similarly the zamindar had a right (at least since 1840) to assess the *mān* land to rent and to substitute commission for the privilege of holding his ancestral lands free, but none whatever to seize those lands; even if the headman had died without heirs, they should have gone to the village community. He had not even that excuse however.

Chitpil.

In the village of Chitpil, where the rest of the khasjot is, one Mahadeo Baghmāra (the tiger slayer) held the village rent-free for life. It was resumed after his death, and much land from which he had expropriated the reclaimers was taken by the zamindar, though the only right of either chakrandar or zamindar is to get rent for the village lands through a member of the village family.

Another flagrant example is Tirla in Bandgaon § 437. The methods recently adopted in the Sadant Pirs of Khas Porahat have already been discussed (§ 165).

## CHAPTER XIV.

### BANDGAON.

406. Bandgaon is an under-tenure of the Porahat Estate to which it is liable to pay one-third both of the net rental of its 37 villages and of any income from its forests. The minerals (or other metals—*dhatu*) also belong to the superior landlord as against the tenure-holder. In geographical position,

Originally a portion of Ranchi.

physical features and early history the Bandgaon Pir is a part of the Ranchi plateau. Indeed, the tradition is that originally Bandgaon came into the possession of the Porahat family through a marriage with the Jharia (or Sonpur) family to whom the mundas owed allegiance. Raja Harihar Singh, great-grand-uncle of the present zamindar of Porahat, is said to have conferred Pir Harni, as it was called, as a rent-free service tenure on Jagmohan Singh, one of the Khatanga family, whose bhuihari is at Chandaghasi in Ranchi Thana and who were doubtless of aboriginal origin. Their descendants still intermarry with mundas in Ranchi who have transformed themselves into zamindars. Raja Gansham Singh con-

Early history of zamindar's family,

firming the grant to the son of Jagmohan Singh on payment of a salami. In 1820 Major Roughsedge arranged that the tenure-holder should pay Rs. 100 annually as rent to the Raja of Porahat. Rent was thereupon assessed on the plough, as elsewhere in Porahat and the Kolhan, first at eight annas and later at one rupee (§ 32). Up till this time, the tenure holder had been content with the immemorial fixed contributions, in kinds of the 33 Mundari communities, which it was his only right to receive, but the necessity of

Cash rent exacted from khuntkatti communities (1821).

paying a comparatively large annual cash rent led Kumbhakaran Singh to imitate the new régime inaugurated in the neighbouring Sonpur pargana of Ranchi of breaking down khuntkatti rights. The consequence was the insurrection of 1882 under Dasai Manki in Kochang and Bandgaon (§ 32). The khuntkattidars murdered a Rautia whom the tenure-holder had introduced and who has left a memorial of himself in the shape of a bāndh near Bandgaon. Kumbhakaran Singh was spared by them because, it is said, he was unimportant and also promised faithfully that he would never again interfere with the rights of the village communities, a matter of frequent regret to their descendants who now pay rent at full sadant pir rates while their neighbours, who showed no mercy to their overlords, are now intact khuntkatti communities paying a nominal annual quit-rent, which in many cases means for the khuntkattidars no rent at all. The official version, however, is "Kumkaroo did good service in the disturbances".

407. This Kumbhakaran Singh had obtained the title of Raja from the Raja of Porahat, when the latter was twitted at a marriage in Maurbhanj with having no right to style himself Maharaja as no dependent Rajas acknowledged him. In 1839 he was prevented from sequestrating the property of deceased persons or taking 'mardhana'. During the minority of Raja Arjun Singh, the regent Jadunath Singh dispossessed Kumbhakaran Singh on the ground that he had no proprietary right in the state, but this contention though upheld by Lieutenant Tickell was reversed on appeal in the rubakar

Tenure-holder holds a hereditary title, 1841.

dated 29th May 1841 of the Agent to the Governor-General, South-Western Frontier, who held that the position and status of Kumbhakaran Singh of Bandgaon were the same as those of the holders of Koraikela and Chainpur who held their properties under a hereditary title, and were similarly liable to pay one-third of their rental to the Raja of Porahat. A patta for one year was granted him on 20th June 1841 at a rent of one-third of the gross assets and he held on this tenure till 1857.

408. In 1857 owing to the disturbances due to the disloyalty of Raja Arjun Singh, the whole Porahat Raj, including Bandgaon, was confiscated. The head

of the Khatanga family had been hanged for rebellion and Sukhlal Singh, son of Kumbhakaran Singh, was under suspicion, but nothing being ultimately proved against him, and the inhabitants having shown "an astonishing preference" for him, he received on 14th August 1861, "owing to his previous connection with the pir," a thika patta of Bandgaon for 20 years from 1859 to 1878,

"Thika" for 20 years given to Sukhlal Singh.

by which he was allowed to appropriate two-thirds of the net revenue of Rs. 1,093 after payment of Mankis and mundas. He was not to realise "a cowrie more than the rent fixed." Rent on the plough had first been realised after 1820 in the circumstances mentioned in §§ 32, 406 at one rupee per plough. In the general revision of rents in 1840, the rent of the "Kols of Bandgaon" had, according to Lieutenant Tickell's letter of 1st February 1842, been assessed at Rs. 2 on the plough. The tenants in 1860 objected to a continuation of this tax which had become irksome as it was now to be realised at Rs. 4 per hal, and at their own request their lands were measured and assessed at consolidated rental of Rs. 26 a hâl, as in the Sadant Pirs of Porahat. By 1875 the "thikadar" (§§ 236-8) Sukhlal Singh had become hopelessly insolvent and had mortgaged several villages (the transfer of which was forthwith cancelled by Government) and given mukarrari leases of others. The Commissioner decided that Sukhlal Singh as farmer had no power whatever

The estate attached, 1875-1891. to alienate, but though holding that he would be justified in cancelling the lease of Sukhlal Singh because of the arrears of rent, he would, out of consideration for him, merely order the tenure to be attached pending payment of debts. The mortgages and mukarris were cancelled, but the mukarridars were allowed out of commiseration to hold on as headmen of the villages held by them. The attachment continued till 1891.

409. In his No. 1317W. of 15th September 1880, however, the Commissioner reported that "the ancestors of Sukhlal Singh reclaimed and cultivated the estate, and that his rights are equal to those possessed by the holders of Korakela and Chainpur who have always been recognised as zamindars with a hereditary title". This was a finding of the greatest importance since on it Government decided that Bandgaon was "a

Government decides that Bandgaon was a permanent tenure. (1880).

permanent tenure coincident in area with the entire estate", and acknowledged Sukhlal Singh as tenure-holder. There can, I think, be no doubt whatever that the Commissioner's report that Sukhlal Singh's ancestors "reclaimed and cultivated the estate" was based on erroneous information. It is fully admitted by the present zamindar, and indeed admits of no question, that his ancestors never reclaimed a bigha within the estate, and that, as in similar cases in Ranchi, their sole status was that of rent-receivers of the payments made by the Mundari communities. In consequence of the above decision, however, the estate was in 1881 resettled and separated from Porahat Government estate with a separate tauzi number, and Sukhlal Singh as tenure-holder. The police services were commuted for a payment of five per cent. of the gross rental of the estate. The present tenure-holder Babu Jagmohan Singh succeeded in 1883. During the discussion which followed the report of the Deputy Commissioner for the release of the attached estate in 1890, when doubts were cast on the correctness of the finding of 1880, Government accepted the finding of the Board which was as follows: "The Commissioner does not think that we can now attempt to go back on the sanctioned arrangement, merely because the patta granted by Captain Birch to Sukhlal Singh was a thika patta for a term of 20 years, and in this view the

Finding upheld in 1890 and estate made over to Jagmohan Singh, 1891.

subject to "a fixed rent

Minerals and jungle reserved.

"desist from interference

Importance of the forest question.

present Board concurs". On 21st August 1891, under Government orders No. 1131 T.R., dated 12th January 1891, Bandgaon was made over to the under-tenure-holder as mukarrari putra-putradhik permanently fixed at one-third of the assets", the police contribution and dâk cess, and without any right to 'dhatu'. The grantee is ordered to "desist from interference with the forest" until specific orders on the subject be passed. From that date the history of the forest question is the history of Bandgaon. A patta was granted to Babu Jagmohan Singh on

10th January 1894 in accordance with the Commissioner's orders of 27th November 1893. The sole reference to the jungles Patta in 1894 prohibits interference with the jungle. is contained in the words "Iah estate ka jangal sab Government Forest Department ke hath me dia gia. Jangal me tum koi rakm ka dastandazi mat karo". The balance of profits after payment of expenses will, it is provided, be divided between the tenure-holder and Government in the same proportion as the net amount of rent, that is, in the proportion of two to one.

#### THE FOREST.

410. A notice to the Manki of Meromgutu, dated 8th March 1885, shows that some jungles of that pir were 'protected' then to the extent that preparation of goras was forbidden but not cutting for fuel or house-building. In 1889 when the estate was about to be released, Babu Jagmohan Singh had signified his assent to the proposal that the forests of the estate should be managed by the Forest Department. The Deputy Commissioner in reporting in his No. 304 W. of 13th March 1890 for the release of the estate considered that as Government was the proprietor of the estate, and the tenure-holder for the time being only a farmer whose rent was liable to increase at each subsequent settlement, Government was clearly the proprietor of the forests in Bandgaon, so that the only question was whether the tenure-holder was entitled to two-thirds of the profits of forests as well as of rents of villages. He recommended that "the forests be taken over by the Forest Department to be managed as protected forests". The Commissioner however in forwarding this letter to the Board with his No. 345 W. of 20th June 1890, remarked: "In reference to the question of rights to the forests of the estate I think that when it is the custom as it is in Chota Nagpur for the forests to follow the estates, the farmer should be considered to be the proprietor and therefore entitled to two-thirds of the profits. The forests should in the first place be taken over by Government on behalf of the estate and should be conserved by the Forest Department and surplus profits apportioned between the farmer and Government in the proportion of two to one." After some discussion the view was accepted by Government on 12th June 1891 that the forests were not the property of Government but of the tenure-holder, Government being only entitled to one-third of the profits. But the forests were not made over to Jagmohan Singh for some years. He was prohibited from interfering with them both in 1891 and by his patta in 1894. The Commissioner in his No. 191 R., dated the 3rd May 1892, had asked the Forest Department to manage them informally, since not being the property of Government, they could only be managed informally and the rules informally adopted as working rules, as they could not be legally imposed. That the Department was prepared to do, and the provisions in the patta (§ 409) refer to that arrangement. Similarly in granting the Porahat Estate to Kumar Narpat Singh in 1895 Government expressly reserved the management of the forest, but at that date the unreserved jungle of Khas Porahat had already come formally under the Forest Department as protected forests. It would seem that in both cases officers were uncomfortably conscious of rights of third parties which were not intelligible on the assumption always made that the rent-receiver was owner of the soil and everything on it. The Forest Department (when asked to keep a strict watch over the forests to prevent the farmer who, the Deputy Commissioner said, was not to be relied on, from interfering with them) reported that there was no "justifiable source of income", the only saleable timber being in the sarnas or sacred groves and revenue from the people as proposed by the zamindar being indefensible, inasmuch as the people had the right to take free all forest produce necessary for personal use. In the absence of expectation of revenue the Commissioner directed on 25th

Early attempts at preservation of jungle.

Tenure-holder held in 1891 to be proprietor of the jungle as against his superior landlord.

The reservation as to jungle in Bandgaon was similar to the provision in the Khas Porahat grant.

Forest Department reports that there can be no revenue from the people.



August 1894 that the Bandgaon forest should be informally managed by the Deputy Commissioner under the rules for protected

Zamindar placed in charge under informal management of the Deputy Commissioner 1894.

Forests. The tenure-holder who had expressed his readiness to carry out the rules of the Chota Nagpur protected forests was to be permitted to

do so on executing an agreement binding himself to carry them out and to pay its share to Government. The Deputy Conservator of Forests had urged that care should be taken that the raiyats had their full rights as the zamindar was "prepared to oppress them" and as there was no one to see that the rules were carried out. The Deputy Commissioner soon had occasion to protest that the zamindar was depriving people of long-standing privileges, and said that it was doubtful whether the forests were worth preserving at the maximum of irritation and the minimum of profit. The Commissioner's order was that "there should be no interference with the zamindar so long as he conforms to the rules

To manage according to protected forest rules.

and does not interfere with the existing rights of the villagers as defined in the rules." It thus appears

that the jungles have only been made over to Jagmohan Singh on conditions which take the place of the stipulated management by the Forest Department.

411. The rules mentioned were those proposed for the open Government forests in Chota Nagpur § 255. The zamindar was supplied with a translation on 9th January 1895. The definition in them was not based on any

Rules not legally imposed on the people.

enquiries such as are contemplated by section 28 of the Forest Act, and of course not only the pattas but also their rights and immemorial usage ensured

to the mundas and tenants the right to make new lands in their villages. The immediate result of the arrangement was that the zamindar imposed a cess on kusum, whether used for fruit or for cultivation of lac, on mahua and later, on other lac trees. Friction naturally continued, and Mr. Bompas in 1896 "to prevent the raiyats from destroying the jungle against their own permanent interest," drew up a set of simple rules to which he noted that the three Mankis and raiyats agreed. Sāl, mahua, hara and kahua were designated protected trees, of which the raiyats might take dead or useless specimens or cut such as they could clasp with both hands at the height of a man's waist. To cut other trees of those

Rules of Mr. Bompas.

species, a permit, to cost nothing, was to be taken from the zamindar. All trees were to be cut

level with the ground. The zamindar however has not adhered to these rules, as he requires that permits be taken in all cases to cut sāl and asan. In fact, he works under the Chota Nagpur rules as modified by Mr. Bompas and by rules of his own. The only ground on which such rules could be considered binding on the tenants was their own consent to submit to them; but such consent certainly implied a corresponding adherence to them on the part of the other partner to the agreement. Yet Babu Jagmohan Singh has sold all the exploitable sāl and in complicity with or by putting pressure on pahans and mundas has even cut down trees standing in sarnas. In 1897 when the estate came under the Encumbered Estates Department, Mr. Bompas as Manager retained Babu Jagmohan Singh in charge of the jungles. He was to be responsible for seeing that they were not injured, and for that he was to be allowed to appropriate the customary dues on hara, kher, etc. "But," the order concludes, "he will not be permitted to sell the timber without permission." It is needless to say that there were no "customary dues" on hara or kher, and that Jagmohan Singh has sold the timber without permission. By order of Mr. Twidell as Manager of the Encumbered Estates in 1903 his consent was to be required before certain fruit trees can be cut down. Thereby the unquestionable right of tenants to turn their gora into don would have been quite neutralised in practice! This order has now, I believe, been withdrawn. The forest conservancy had already rendered permission necessary to make new goras from jungle, and complaints are made that permits for ordinary requirements of timber and fuel

Oppressiveness of the present régime.

are refused with the object of putting pressure on individuals. He has also compounded offences against the protected forest rules. What is surpris-

ing, as the Commissioner pointed out, is that he has actually obtained convictions in criminal cases against persons who have cut without permits

even when the trees were cut in reclaiming lands in Kuadih which is *bond fide* claimed as mukarri and when cut by persons who had admittedly the right to the timber free of charge, and though the rules have no legal effect.

412. Two things must be distinguished in this régime :—

- (1) A permit from Babu Jagmohan Singh is required to cut down certain trees from the jungles. The basis of this is the order of the Deputy Commissioner who is informally managing the forests and the agreement of the tenants to be bound by the rules of Mr. Bompas who retained Babu Jagmohan Singh in charge of them. This has been recorded with the note that it is an innovation. Babu Jagmohan Singh is not entitled to refuse permits or to charge for them.

A permit to cut certain species is required, because of the forest conservation, but a tenant is entitled to it, and gratis.

- (2) The new tax on sāl, mahua and kusum trees originated by the zamindar himself and collected first by him and then through the mundas on behalf of the Encumbered Estates Department, the

The new taxes on fruit trees are not connected with first preservation, and are not payable.

tax on porho and palas "each timelac is actually cut" settled with him at Rs. 100 by the Encumbered Estates Department and the cess on dalkati of the other trees which he instituted while managing the forests under the manager of his own estate. Mr. Twidell held that the income from this source is not forest revenue, and that the zamindar of Khas Porahat was not entitled to one-third of it. It will appear later that any realisation on this account is not legally justifiable.

The peculiar position of the Deputy Commissioner in having been in effect the Tributary Chief of Porahat and the owner on behalf of Government of Bandgaon as a part of Khas Porahat, and at present in being still the informal manager of the forests on behalf of the estate with Babu Jagmohan Singh to carry out certain rules to preserve the jungles as well as being by the notification under Act VI of 1876 also the manager of the

Peculiar position of the Deputy Commissioner.

"estate with forests" who has retained the disqualified zamindar in charge of the forests with permission as in Kera to appropriate income from them without accounting for it to the department, has operated to confuse the position by enhancing in practice the influence of the zamindar over the jungles, though previous to 1894 he admittedly had none. The tenants do not distinguish between the Deputy Commissioner as chief executive officer, informal manager of forests, and manager of the Encumbered Estates, nor do they know when the zamindar is acting quâ zamindar or as subordinate of the manager of the forests or as

Unfortunate results in connection with these forests.

thikadar of the Encumbered Estates Department ; while on the other hand the zamindar accumulates evidence in support of the new claims to the jungle through acts in each capacity indifferently though well aware that any interference with the jungle by him in his capacity of private zamindar, if unsupported by executive prestige, would instantly be forcibly resisted by the tenants who *bond fide* claim the jungle, and have never acquiesced in any claims of Jagmohan Singh as zamindar.

413. On the other hand, there can be no doubt that however oppressive the régime is, it has improved the forests, though as will appear, the benefit of the improvement goes not to the tenants who are the owners but to the zamindar who is not. At the recent Rent Settlement the zamindar desired

Proposal of the zamindar for the partition of the jungle between himself and the tenants.

a. partition of the jungles between himself and the raiyats. Thereupon eleven forest blocks comprising 3,274 acres or 20 per cent. of the total area and situated in 26 villages, were marked off, leaving only 2,663 acres of uncultivated land outside. Later on, however,

Mr. Taylor's blocks.

it at last began to be recognised that it was absurd to expect the zamindar to manage the forests for the raiyats, and the Deputy Commissioner suggested that 2,605 square miles included in four of the blocks should be made into reserved forest for the proprietor, as requested by

him, and the rest of the uncultivated land extending to 5.72 miles be kept for the tenants. Whether the jungle or part of it may be wholly or partly made reserved forest of the zamindar as he desires depends on his rights in the forests. In point of fact, outside Goiri and Heremda he has no rights

Zamindar has no right to the jungle nor to a share of it.

at all in the jungles.

414. A new factor was introduced by the indenture dated 10th October 1895 (having effect *inter partes* from the 1st April 1891), by which Government made over all its rights in Bandgaon to Kumar Narpat Singh. A

Tenure-holder is certainly 'owner' of the forests as against the superior landlord.

question has since arisen as to who is the "owner" (§ 38, Forest Act) of the Bandgaon forests. If Government was the owner of these forests at the date of the indenture, then not only is the zamindar of Khas Porahat the owner of the forests now as against the tenure-holder of Bandgaon, but as all the unreserved jungle or waste land on the estate made over to Kumar Narpat Singh, had been placed in charge of the Forest Department as protected forest under notification No. 3375 of 5th September 1892, superseded by notification No. 3586 of 17th July 1894, and under the seventh condition of the indenture expressly continued under the management of that Department, the jungle and waste land in Bandgaon must be part of the Khas Porahat protected forest. Government had however, at a date anterior to that of the indenture, recognised the tenure-holder of Bandgaon as the owner of the forests subject to payment of a fixed proportion of the income (§ 410), that is, on exactly the same conditions as the estate which the forests followed, and the subsequent arrangement which Government made with

Admission by Government.

the new zamindar of Porahat cannot affect the prior recognition accorded to the tenure-holder as owner of the Bandgaon forests, nor by retrospective effect given to a conveyance to which the tenure-holder was not a party, operate to revive a right in the forest of which Government had previously divested itself. Clearly therefore the tenure-holder of Bandgaon is owner of the forests as against his superior landlord; and the mention in the Porahat indenture of the settlement of 1881 inadvertently (§ 40) referred to a condition of things already completely altered by the action and admission of Government itself. Thus also these forests are not protected forests within the terms of the notification of 17th July 1894, which was subsequent to the admission by Government that the under-tenure-holder is the owner of the forests. In spite of the reference to the Forest Department in the Bandgaon patta of 10th January 1894, the forests are, as is shown above (§§ 410-11), not under that Department but informally managed by the Deputy Commissioner to the extent of seeing that the rules are followed, and as against his superior landlord, at least, the tenure-holder is undoubtedly as much owner of the forests as of the estate.

415. Hitherto the question of ownership of the forests has only been discussed as lying between superior landlord and tenure-holder. It was always conceded that the people had certain extensive rights, but it never seems to have occurred to any one that the tenants were the owners of the jungle which Government and tenure-holder were discussing as a prospective

Ownership as between rent-receiver and tenants.

Extensive rights of tenants admitted.

source of profit to be divided between themselves in certain specified proportion. It is indisputable, however, as is shown in Chapters VIII and XI, that the Mundari khuntkatti communities were, as in Ranchi, the owners of everything within the village. Development in the two places proceeded on different lines—the salami or tribute payable in both became a fixed payment in Ranchi and a plough tax in Porahat, the plough tax in Bandgaon being commuted to rent according to extent of don land in 1860 at the request of the people themselves (§ 408). But before 1893, as the report of the Deputy Conservator of Forests, dated 1st December 1893, proves, no serious restriction of immemorial rights had been caused by whatever protection had been attempted and nothing had been sold. There are many reasons to doubt whether either

\* I have in the note, referred to in Appendix IX, given reasons for differing from the account of the forests given by Mr. Taylor in sections 22-6 of his Report.

Government or the present tenure-holder was owner of the jungles. Babu Jagmohan Singh bases his claims of ownership entirely on his patta and the letter of the Commissioner dated 25th August 1894, which, he considers, show that Government acknowledged him as owner of the jungles subject to certain

The rent-receiver bases his claim on his patta, and the admission of Government in his favour.

admitted rights of the tenants and to the management of the Deputy Commissioner in place of the Forest Department into whose charge Government had originally committed them. But though Government undoubtedly did so, it was only in the capacity of zamindar of Porahat in British India, and such recognition could in no way prejudice the interests of third parties. The tenants are not referred to in the documents mentioned, but the right to a full supply of jungle produce free from the jungle of the estate is the minimum right which has again and again been admitted to be theirs. Moreover, the rights of the tenants in Khas Porahat and Bandgaon jungles were the same, and the same Commissioner Mr. Grimley shows what his views of the people's rights were, in his No. 426R., dated 7th June 1894, quoted in § 255. Again, it is a historical fact and admitted by the zamindar, that all the villages were in origin intact Mundari khuntkatti communities from which, prior to the time when Government conveyed to him its interests in the forests, nothing except rent had ever been realised. There was no income from jungle prior to that date. The position of the tenure-holder is the same as that of the zamindar of Khas Porahat in Kolhan Pir Mundari khuntkatti villages. It looks very much as if Government

But Government as zamindar granted what was not its own to give.

in conceding the right of ownership had granted something that was not its own to give. The tenure-holder's claim at the outset was, and now also is no more than that he as well as the tenants is entitled to a share. Neither he nor Government had ever previously sold or claimed a right to sell. Again, as regards the so-called rights of ownership exercised within the

Zamindar only claims a share in the jungle.

past twelve years, it is obvious that they were exercised not quâ zamindar, but under the informal management of the Deputy Commissioner, under whom Babu Jagmohan Singh was allowed to preserve the jungle in accordance with certain rules though they had no legal application. The Deputy Commissioner even when no longer representing Government as zamindar of Porahat has interfered repeatedly to regulate matters and prevent friction between the tenants and Jagmohan Singh who managed the forests in accordance with certain rules, practically as forest guard, though also claiming a partial proprietary interest in them. The position in Kera was similar where the Commissioner in similar concern for the preservation of the jungle inserted in the patta

Executive action of Government officers was concerned merely with conservation of the jungle.

of 1880 a condition regarding the "consent" of the zamindar, which the latter construed into an acknowledgment by the Commissioner of his ownership of the jungle (§ 383). In Bandgaon the action and language of Mr. Bompas show that his concern was not for the zamindar's interest but for the preservation of the forests in the permanent interest of the tenants. The zamindar was on the spot and was the only person who could save the jungle. In any case the consent of Babu Jagmohan Singh to cut the reserved trees has only been required since 1895, and it is a consent which even under the executive rules the tenants are entitled to receive free. Even if the executive orders could have made his consent as zamindar necessary, there is

Zamindar's claims are recent and never acquiesced in.

not the remotest doubt that they have been met by continuous opposition on the part of the tenants who have persisted in their claim to ownership of the jungles. As Mr. Taylor says "the tenants still continue their opposition and, denying that the zamindar has any right to interfere with the jungle, claim a title to do with them as they please." Now in the notification bringing the estate under Act VI of 1876 "the Bandgaon estate and forests" were the terms used. Since 1898, the Deputy Commissioner has been connected with the estate as Manager, and another complication has arisen because Jagmohan Singh nominally as disqualified proprietor has been allowed to hold them under the

Position while the estate is under Act VI of 1876.

Manager of his encumbered estate. His rights are only such as the Manager could confer on him, that is the position of Forest Officer which the

Deputy Commissioner as the informal Manager of the protected forest had, on the executive orders of his superior the Commissioner, previously permitted Babu Jagmohan Singh to fill, and in which he was not disturbed. But the complicated position of the zamindar and the Deputy Commissioner is noteworthy as a continual disturbing factor in the position of parties under the ægis of the Encumbered Estates Department. Babu Jagmohan Singh has sold timber.

Irregular sale by the samindar. He began seven years ago in flat contravention of the orders of Mr. Bompas and stopped two years ago when there were no saleable trees left. Most of the trees came from the sarnas, the "unjustifiable source of income" mentioned by the Deputy Conservator of Forests in 1893 (§ 410). It is important, however, that on his own admission none of these were ever cut or sold without a portion of the proceeds being paid to the pahan or to the villagers. This itself shows that his rights are not those of an owner. Sabai there is none, myrobalams would not pay. Apart from this he had, as already indicated, with the sanction of the Deputy Commissioner, imposed on fruit trees everywhere, a tax unique in the pargana (§ 412). That tax has, however, been stopped. The zamindar's own view of

His own view of his rights. his rights in the jungle and trees may be gathered not only from the modest character of his claims at the outset, from the fact that he divided the proceeds of sale of trees cut from sarnas with the village authority, and particularly from his action in Goiri and Heremda, two villages which fell to him without cultivators. When he settled tenants in those two deserted villages he expressly reserved the jungle, indicating full knowledge that ordinarily the jungle in the old villages is not his.

416. I agree, therefore, with my predecessor that the zamindar in Bandgaon is not the owner of the jungle, and that where recent innovations have been made under the authority of executive orders of district or divisional officers, they have been due either to misconception as to the rights or parties or to confusion of ideas of expediency and effectiveness of preservation of jungles with those of legal right, combined with forgetfulness that the Deputy Commissioner and the zamindar were acting at different times in different capacities, and they have been carried out under continuous opposition. Babu Jagmohan Singh has acted in respect of the jungle not as the zamindar but as forest guard of the protected forest informally managed by the Deputy Commissioner. Even that management is in accordance with a modification of the Chota Nagpur protected forest rules, the definition in which was not based on any enquiry such as is contemplated in the Forest Act. It is not established

Zamindar is not owner of the jungle.

that the zamindar is the owner of the forests in Bandgaon, or that mundas and tenants are bound to take free permits from him to obtain supplies of jungle produce or cut trees of certain species above a certain size, which it was their undoubted right from time immemorial to take without permission. The conveyance to him by Government did not give him a right of interference within the borders of the village which neither he nor Government possessed before. In fact, it is quite clear that the zamindar has no right to sell jungle produce at all. To state the position of the tenants at its weakest, he can have no right to sell jungle produce when there is not more than enough to give the tenants the full supply to which they are undoubtedly entitled (cp. § 263). Obviously he can have no right to sell from or interfere with the jungles when they are found to be the property of the village communities. While disagreeing with the views of Mr. Taylor on other points as regards the Bandgaon forest, I would, however, associate myself with the second sentence of his paragraph 226 in which he states that action for the preservation of the jungle is imperative if its total disappearance is to be prevented.

and has no right to interfere nor to sell.

Preservation of jungle essential. 417. I find, therefore, that while all tenants of the village may admittedly reclaim waste land without permission and new parjas require permission of the munda after consultation with the Mundari khuntkattidars and resident raiyats, all who wish to clear jungle land containing large trees of the reserved species (sai, mahua, hara and kahua) are in fact nowadays, since the forests have been protected under executive orders, compelled to take

Tenants may clear waste land without permission. QQ. 38-39.

Permission required to clear jungle land, when reserved species must be cut.

the consent of the management of the nominally and informally protected forest which is in charge of Babu Jagmohan Singh under orders of the Deputy Commissioner, that this consent is an innovation, and that it does not require to be paid for. Similarly the record of-rights shows that the same consent is

Permission to cut for other purposes required only in respect of the reserved species in jungle land. Q. 77.

taken when such trees of these species are cut for other purposes. The tenant is entitled to the permission—it cannot be refused. Even the zamindar fully admits that permission to cut for a tenant's personal use must be given and given free. To cut trees of other species no consent is necessary.

#### MANKIS.

418. There are three Mankis in the pir distinguished as of Tokad, Katingkel and Meromgutu from their respective residences. The first two are of Mundu kili and the last of the Mundri kili. These are the original kilis of Bandgaon, and the bhuinhari village of each Manki was in each case the first foundation of the group of villages in his elaka, the genealogies in Tokad going back twelve generations. There were Mankis in Bandgaon on the same footing as in the adjacent parts of Ranchi long before the first tenure-holder, Jagmohan Singh, obtained a right to appropriate the contributions of the communities. People still living remember that there were Mankis before the Mutiny. The circumstances of Bandgaon where disloyalty was suspected but not proved, could not warrant installation by Captain Birch in 1860 of three Mankis for 33 villages,

even if Sukhlal Singh, the thikadar, were not on the spot to do all the supervision which would be necessary in such a small elaka. Mr. Taylor was certainly mistaken in his suggestion that Sukhlal Singh was responsible for the introduction of Mankis into Bandgaon as they are mentioned in 1841. Indeed, the zamindar admits that there were Mankis in Bandgaon before his family came there—the people have a tradition that the Mankis took their contributions of brooms and mats to the Raja of Porahat, and as they are everywhere the heads of the indigenous national organisation of the Mundaris, this statement is certainly true. The account given by the people is that desiring to have a leader to represent them, they nominated a man, who after approval by the Rajas supervised the judicial, revenue and executive administration of the villages under them. If the tradition is correct and appointment is based on selection rather than priority of settlement, it is probably more than a coincidence that the Manki belonged to the oldest of the villages. In the Sonpur pargana villages are known as king, prince, etc., of the parha consisting of seven or twelve villages, so that it would certainly be according to Mundari ideas that the leader of the community of the parha should belong to the village which was designated "king" doubtless because it was the original village, or as in Songra, an early off-shoot of it. The name parha may itself be of Uraon origin but among Mundaris the villages of a parha were generally of one kili.

419. The Mankis of Bandgaon have always performed the same duties and received the same remuneration as Mankis in the Kolhan Pirs of Khas Porahat (except that the Meromgutu Manki held Jagda as nala till the attachment of Bandgaon in 1875) until the erroneous remarks of Mr. Taylor as to their recent origin and uselessness led the Deputy Commissioner, Manager of the Encumbered Estate, in 1903 to reduce the nala to three pice with the object of securing the remainder as remuneration for the mundas whom he proposed to place in charge of the projected village forests. The reduction being recent, based on a misapprehension and intended solely to forward a project which has failed will doubtless be countermanded, and the balance now in the Deputy Commissioner's hands distributed, especially as the Commissioner at once rejected a proposal put forward on the same grounds for the abolition of Mankis regarding whose rights and status no enquiry had been made. The remuneration is found to be due at the rate which has so long prevailed in the pargana and in the Kolhan. The revenue duties have in recent times been obscured owing to the fact that the present tenure-holder and his father were for over 30 years, up to 1891, nominally at

least, thikadars only. Pattas are by custom, of course, unnecessary, and indeed in these parts pattas have usually been harmful to the ancient rights of persons to whom they were unnecessarily given. The zamindar now wishes to reduce the Mankis to the position of servants to carry out his behests and

Zamindar's jealousy of the influence of the Mankis.

points to Kera where the Mankis are now completely ignored. The action of the zamindar of Kera, however, was contrary to custom and to rights.

The desire of Babu Jagmohan Singh is admittedly to prevent the Mankis of whose influence and position he is jealous from having the oversight of the jungle in regard to which, in fulfilling their *raison d'être* as guardians of the tenants' rights, they have never failed to oppose his novel claims. The Mankis in Bandgaon and in the Kolhan Pirs by custom and under repeated injunctions from Government have always supervised the jungles, and in the Kolhan Pirs even the pattas distinctly confide the jungles to their care "for the well-being of the community." Similarly the zamindar does not wish the Manki to have anything to do with the choice of mundas, that is, in cases

Mankis are entitled to supervise the jungle.

where a new munda is appointed after a deposition or resignation. But the evidence is overwhelming that the bhuiyads never choose a munda in such circumstances without calling the Manki into their panchayat. In fact the zamindar's object is to approach closer to the tenants, a disastrous contingency to prevent which is the main object of the existence of the Mankis, and the approved method of destroying khuntkatti rights.

420. Mankis in Bandgaon are then ancient, efficient and essential. There has never been a deposition, and the tenure itself is a permanent one. It

Custom as to succession.

is hereditary in the khuntkatti family now holding it, but if a Manki is deposed, then the mundas will nominate a successor whose nomination will be subject to the approval of the zamindar and the executive authorities. The tenure cannot be left vacant in any circumstances. Succession is by primogeniture in the male line, but as in Khas Porahat, persons physically, mentally or morally unfit may now admittedly be superseded at the instance of zamindar or Deputy Commissioner,

Functions of the Manki.

whereupon the next heir succeeds if he is not similarly unfit. The duties are the same as in the Kolhan Pirs (§ 205) and the Manki produces for formal confirmation the munda nominated by the tenants after a previous munda has been ejected.

#### MUNDAS.

421. There are headmen in all the villages of the pir except Tirla. In that village Sukhlal Singh, the "thikadar," was made munda in the sixties and was succeeded on his death in 1893 by his son Babu Jagmohan Singh

Headmen. Q Q. 15-34:

who is now zamindar. Two recent villages Goiri and Heremda are on a different footing from the other villages (§ 423). All the remaining 34 villages contain Mundari khuntkattidars except Matloyong, which will be referred to below, and all but three have headmen of the Mundari khuntkatti family. The headmen of Kongsia, Jalmai and Roauli are dikus appointed under peculiar circumstances. In return for salami, Sukhlal Singh gave their ancestors and a fourth diku in Kuadih, mukarri of their villages, at rents much higher than his own patta of 1861 permitted him to take (§ 408) and had them recognised as mundas in place of khuntkattidars who found the new rents too high or were falsely alleged to have resigned. When the tenure was attached in 1875 the Deputy Commissioner promptly cancelled the mukarri leases on the

Reason for the three diku headmen.

ground that Sukhlal Singh had no power to grant them, but as the tenureholders had paid considerable sums of money for the leases, he permitted them from commiseration to hold as mundas of the villages, a wrong to the khuntkattidars against which they have never ceased to protest. Recently the headman of Kuadih, who persisted in his claim to mukarri, defaulted in paying the new rent fixed by Mr. Taylor and the villagers nominated a member of the village

Zamindar made munda of Tirla.

family to be munda. By custom there must admittedly be a headman in every village. When he was made headman of Tirla Sukhlal Singh was in exactly



the same position as other mundas and the present zamindar calls himself munda of the village. He does not even claim a right to hold villages khas. The result of following in Tirla the custom

Every village must have a munda. of sadant Porahat, which is of course alien to the Mundari khuntkatti area, that the zamindar may have one village khas, has been unmixedly disastrous to the khuntkattidars of that village (§ 437).

422. The status of the mundas is in all respects the same as in the Kolhan Pirs of Khas Porahat. The zamindar of Band-

Their status.

gaon who has a most intimate acquaintance with the customs and tenures of his own and neighbouring pirs, is indeed one of the strongest witnesses possible as to the correctness of the findings on these points, which apart from the procedure followed in installing mundas after a deposition he entirely admits (§ 197). A patta is not essential, the munda being

Permanence of the tenure.

entitled to continue in the tenure irrespective of a new assessment of rent provided he has not fallen into arrears and has maintained a good character. The succession is by primogeniture in the male line, minors with suitable relatives to act for them

Succession. Q. 22.

not being excluded, and there is in such circumstances no choice. The munda may only be ejected when any kist is in arrear for a full year, or if he becomes of bad character or oppressive to the other tenants and only with the consent of the Deputy Commissioner of the district. When a munda has been deposed, there is in this estate no denial at all that the choice of a successor must be made from among the bhayads, and only from parjas of the village if there are no Mundari khuntkattidars available. The account of the zamindar himself is that after a deposition the villagers must make the choice of a successor from among the Mundari khuntkattidars and from among Mundari parjas only if there are no Mundari khuntkattidars available and that the choice would usually be approved by the zamindar and the Deputy Commissioner of the district, who in his opinion are the persons who have the right to confirm

Who is entitled to approve or confirm a munda selected as successor to an ejected munda? Q. 30.

headmen selected in such circumstances. This is certainly correct apart from the omission of mention of the Manki whose authority the zamindar desires to diminish (§ 419). The Mankis here, as elsewhere, invariably assist at the choice of such new mundas and they have done so recently, while the zamindar has never had any voice in the choice. The ground for the zamindar's claim is that Mr. Twidell in 1903 issued a parwana asking the zamindar whether he approved of the existing mundas. This action was due to a misconception of the position of the mundas whose tenure does not depend on the will of the rent-receiver. Indeed, he did the same in Kera where the pattas expressly embody the custom of a hereditary tenure, while in Bandgaon the pattas only do so by implication, though the hereditary character of the tenure and its permanence *ad culpam* are admitted here also. Further, the zamindar himself fully admits that the villagers have always chosen as they liked without any reference whatever to him and that he has never had any say in such questions except in 1903. The character of a new Manki is approved by the zamindar to whom he is by custom responsible for the rent. The Manki, as responsible for the rent, has therefore an inherent right to

The custom in such cases.

approve of a munda of a new line. When, therefore, a munda is chosen after a deposition he is chosen by the whole body of villagers and the Manki in panchayat from among the Mundari khuntkattidars of the village (there is a recent instance in Kuadih) and in default of Mundari khuntkattidars from among the parjas of the village, among whom Mundaris have in practically all cases a preference. The Deputy Commissioner's confirmation is required, as the munda, like the Manki, performs public duties, and it may be refused in special cases of unfitness (§ 58).

4.3. In Goiri and Heremda there are no khuntkattidars. The former village being deserted lapsed to the zamindar who

Goiri and Heremda.

settled a munda and some raiyats on special terms under a patta of 1904, so that if the munda is dismissed for the customary reasons, the zamindar may, in consultation with the Manki, appoint any Mundari villager. Heremda was wrongly included in the Porahat reserved forest, and on its release

in 1898 was not included in the property made over to the Manager of the Encumbered Estate. The khuntkattidars had been bought out by Government. In settling a new munda and raiyats the zamindar has reserved to himself the jungle in this village. In these two villages therefore his consent is required

Consent of the zamindar necessary in these villages to reclaim jungle land.

before any one can clear jungle land. In both villages, however, the proceedings are not regular till confirmed by the Manager of the Encumbered Estate, as Jagmohan Singh being a disqualified proprietor is not capable of entering into a valid contract.

#### KHUNTKATTIDARI TENANCIES.

424. The villages in Bandgaon are the oldest Mundari foundations in the pargana. All that has been said in Chapter XI regarding the typical Mundari khuntkattidari village in the pargana applies to 33 of the 37 villages. All the villages were in origin Mundari khuntkattidari foundations. The position of Goiri and Heremda is exceptional (§ 423). In Matloyong the question is obscure, and also subjudice (§ 426). The sole objection raised by the zamindar to the record of Mundari khuntkattidari tenancies in 34 villages (including Tirla) was

The sole objection of the zamindar to the record of such tenancies is that rents have been enhanced.

that the rent having been enhanced several times, he has now a right to enhance it further. Well acquainted as he is with the customs of Mundaris and with each village severally, he admits that the persons recorded as Mundari khuntkattidars in each case are Mundaris of the kili which established the village, and the members of the pioneer families of which alone have, according to Mundari customs, the right to set up sasandiri there. The ancestors of the present bhuihars acquired the jungle-land in most villages at a date long anterior to the arrival of the present zamindar's ancestor, and to the overlordship of the Porahat Raja, whose rights to the contributions of the villages alone passed to the grantee. Their object in all cases was to reclaim suitable portions by the labour of themselves and male members of their families. Instead, however, of paying a fixed cash rent or tribute as in Ranchi, they were eventually assessed individually on the Singhbhum system, though as in Ranchi they have always paid the rent of the village through their munda. First they paid one rupee per plough when the tenure-holder was himself made to pay to the Raja of Porahat, then from 1840 two rupees per plough and, lastly, in 1860

Rents enhanced but under protest.

when it was proposed to exact Rs. 4 per plough, they were assessed at their own request on the amount of land they held. There have, however, been continuous objections against enhancements which were unintelligible to the officers to whom they were made, as they knew nothing of Mundari customs, and such protests only secured for the tenants the reputation of being refractory and disloyal! Within the village, however,

The bhaiyads are supreme within the village.

the bhaiyads have continued supreme, though, while maintaining the distinction between themselves and parjas, their sole right to sasandiri in the village and to the positions of munda and pahan, they have in practice long admitted the few parjas amongst them to all other privileges. The rent-receiver has never, till within the past few years, interfered within the village, and then only under *ex-parte* executive orders intended solely to conserve the rapidly disappearing jungles. The zamindar's claims do not even extend to any right of interference within the village, except a right to give, in virtue of the Deputy Commissioner's executive orders, a consent free of charge before certain species of trees are cut from jungle-land. The villages are, therefore, much more intact than the broken khuntkattidars of Ranchi, who were paying enhanced rents, but who, unlike their Bandgaon kinsmen, were practically reduced to the position of ordinary raiyats until the Legislature specifically recognised their rights. In Bandgaon, the corporate ownership of the group persists, as it does in intact, and does not persist in broken villages in Ranchi and the zamindar as such has

Wrongful enhancement of rent is not a bar to status of Mundari khuntkattidar.

no right of interference within the village. The objection that the rent has been enhanced does not affect the status of the tenant, provided he satisfies the definition in section 2 (g), Act I (B.C.) of 1879, which says nothing of enhancements. The essential characteristic of Mundari khuntkatti is not absence of enhancement of rent, but corporate ownership of the village (§ 282) either at present when the first part of the definition is satisfied, or in the past when only the second part of it is satisfied.

425. Though the assessment of rent in Bandgaon and Khas Porahat is now on individual holdings, the rent is payable for the whole village through the munda, and the bhaiyads or heirs-male in the male line of the original Mundari khuntkattidar in 30 villages are in full possession of the whole of the land which their ancestor acquired as jungle-land, and consequently they fulfil the first part of the definition (§ 285). In the villages where the three dikus are headmen, the Mundari khuntkattidari tenancies come under the second part of the definition and are 'broken.' Even in those villages the customary rights of the tenants differ little, if at all, from the full rights in the more intact villages, for they have been strong enough to maintain them. Only in Tirla is the zamindar's consent, and that alone required to clear waste and jungle-land, and neither then nor in settling vacant lands does he now consult the cultivators of the village. He has in fact made himself a landlord, where he was merely rent-receiver. The method of assessing the new reclamation of Mundari khuntkattidars in the two classes of villages is discussed in §§ 286, 310 and 311.

In most villages the Mundari khuntkattidars satisfy the first part of the definition.

Tirla broken.

426. There are not many cases of departure from the ordinary type of a single kili which alone has sasandiri in the village (§ 274). In Lumbai there are however two kilis possessing separate graveyards for several generations, and this is doubtless due to the fact that the village has two tolas. Similarly in Kodangkel the second kili was adopted five generations back. In Matloyong there is an ancient graveyard of a vanished kili, and on that ground, the status of Mundari khuntkattidars was refused to two sets of claimants, the first of whom have an old graveyard there, but subsequent enquiries raise doubts as to the correctness of the decision either under custom or under the definition, since the clearing had doubtless become jungle-land, otherwise the new kili which acquired it would hardly have set up sasandiri there. In one case a claim was made to Mundari khuntkatti status in a village adjoining that containing the sasandiri on the ground that the kili of the claimant was entitled to *jhum* over the whole area now divided into two fiscal villages. In another case in Katingkel, a Mundari khuntkattidar became a Kamar and married a Kamarin, but his descendants, who are in possession of his lands, are undoubtedly Mundari khuntkattidars under the definition, just as the issue of a Christian Mundari by a wife who is not a Mundari, would be. They have sasandiri, though separate, and are admitted by all the bhaiyads to have rights in their lands equal to their own.

427. There is no room in the estate for claims to khuntkatti other than Mundari khuntkatti, as all the villages were founded by Mundaris. The three diku headmen were introduced, as mentioned above, on mukarri *pattas* which were declared illegal and which were cancelled by Government. They made no claim to special rates for their korkar, the term used here of newly-prepared embanked lands where khuntkatti in the popular sense is used among dikus of the south and Kera (see § 215). Indeed, as their original leases were granted after 1860, if they are not mukarridars they have no special privileges, since from that time there has been in practice no distinction between korkar and lands which are not self-reclaimed, though, of course, the rate of rent for all raiyati lands in the pargana is theoretically a korkar rate (§ 44).

#### WASTE AND VACANT LANDS, EASEMENTS, CUSTOMARY, AND LEGAL RIGHTS. \*

428. These matters are dealt with in Chapter VI and in the chapter on the Kolhan Pirs of Khas Porahat where customary rights in Mundari villages are the same as in Bandgaon. As to the circumstances under which waste and vacant lands are settled they are the same in all villages, except Tirla (§ 425), Goiri and Heremda (§ 423). The zamindar fully admits that he has not and never had any right of interference with the internal affairs of the villages, except in so far as that right has accrued from the order of the Deputy Commissioner to preserve the jungle according to the rules. Where there is waste land all cultivators, both khuntkattidars and old raiyats, can

Reclamation of waste, QQ 39-44.

Non-Mundari khuntkatti. QQ 36-37.

reclaim without any permission; new raiyats require the consent of the mundas who always consult the general body of cultivators, but chiefly the bhaiyada. In the jungle, Babu Jagmohan Singh's consent (but not quâ zamindar) is by an innovation required in all circumstances to the cutting of large trees of certain species since the forests have been placed in his care under executive orders. It would seem that as early as 1885 preparation of goras to the detriment of good jungle was stopped in some forgotten jungle areas. Mundari khuntkattidars have the first right to settlement of waste and jungle land; no salami is ever realisable; no rent on new cultivation is payable till the next general reassessment. Similarly, in vacant lands, notice of relinquishment must be, and always has been, given to the munda, who after consulting the general body of cultivators, must settle the land with (1) the nearest relation of the former cultivator, who will take it, (2) in default of such candidates, with a

Vacant lands. QQ 45-50. cultivator of the village, Mundari khuntkattidars having the first claim, (3) with himself, or (4) with a Mundari outsider, dâkus being rigorously excluded. Salami may not be taken, the rate of rent is not enhanced, and a new tenant whether pahi or dehi is on the same footing as his predecessor of the same status. Occupancy rights admittedly accrue at once in all self reclaimed lands and in all vacant lands

Easements, etc. QQ 51-58. settled with the holder in accordance with the above custom (§ 215). The easements are exactly the same as in the Mundari Kolhan Pir (§ § 99-105); except that in one or two villages where waste is now scarce, a cultivator requires permission to make a threshing floor or manure pit outside his holding though permission once obtained does not require to be renewed. It will be observed that the diku tenants who, except in the broken villages where there are diku headmen, are few in number and of the subsidiary castes, have now, like Mundari parjas, by custom all but the distinctive privileges of the khuntkattidars. Trees

Right to plant trees. QQ 59-60. may be planted in their own lands and in waste by all tenants of the village without permission, but outsiders require the consent of a panchayat of munda and cultivators (§ 104). As to bândhs and tanks, they may be made by anyone in his own land, without permission, and by a cultivator of the village in parti after

Bândhs. QQ 57-58. consultation with the munda, and by a new raiyat with permission of the munda and the bhaiyads and other villagers in panchayat, but if rent-paying don land is to be permanently submerged, the consent of Manki and munda is necessary (§ 102). The consent of the zamindar is not necessary. No permission is necessary when a tenant turns his upland into don, nor can higher rent be assessed on it till the next general reassessment. The provisions of positive law are the same as

Legal incidents. QQ 61-68. elsewhere in Mundari khuntkatti villages (§ § 106, 217). Mortgage can by custom generally not be given at all or, if given, only to Mundaris. The same is the case with sub-letting of holdings. What happens is that if a cultivator goes away for a few years, for instance, to Assam or to the Duars, he leaves his land with a relative, or failing relatives, with the munda who cultivates and pays the rent of the land till the return of the owner when it is restored to him.

#### RIGHTS TO JUNGLE AND TREES.

429. Most villages have a supply of forest produce available within their own boundaries from which they supply their wants. The tenants have an admitted right to take timber, fuel and forest produce free of charge for their own use from the jungles of the estate. Fuel and timber they may not sell since the timber

supply has been protected, but fruits, especially mahua and kusum, whether taken from cultivated land or jungle, have long been sold by them. And to sell fruits, flowers and roots. in Baudgaon hât.\* The zamindar who is only a rent-receiver from the village as a whole, and

not owner of the soil has no right to sell any jungle produce except from Goiri and Heremda (§ 423). The Forest Department in April 1894 wrote to him that he had no authority to cut any trees, and in 1897 when placing him in charge of the forests under the Encumbered Estates Department, the

Tenants are entitled to take free of charge jungle produce for personal use.

Neither zamindar nor tenants may sell fuel or timber.

\* The list of articles which may be sold is more restricted than in the villages of the Kolhan Pirs (§ 223).

Deputy Commissioner warned him that he must not sell without permission. Besides this in all except the two exceptional villages he has no right to the jungle at all, and even in the latter the right of the tenants of the estate (which like the other estates of the pargana is a unit in respect of jungle rights) to take for their own use,—no one has the right to reclaim in them—

appears clear. Any right to realise any payment from a tenant in respect of the supply of his personal requirements in the way of fuel, timber and other forest produce from the forests of the estate is disclaimed by the zamindar, and no such payments are realisable. Similarly as will appear, no payment for fruit-trees or lac-trees is legally realisable, nor may the zamindar interfere with them.

430. As to planted trees, the planters and his heirs may sell the fruit, but by custom he has an exclusive right only in the fruit of jack, plantain and karanj—the villagers may help themselves to the fruit of other planted trees as if they were self-sown trees. Bamboos are by custom not sold. Planted trees may only be cut if not fruiting. The timber of planted trees is not by custom sold though the planter has an exclusive right to the dead timber. If the family of the planter dies out, or leaves the village, the planted tree becomes the common property of the village community, and not the property of munda or of zamindar. As to self-sown trees, the fruit and timber in di-h-baris belong to the owner of the home-stead, but they may be taken by all the people of the estate from jungle or waste. In some villages but by no means in all, the timber on cultivated land is restricted to the residents of the village. No green tree may be cut from arable land without the consent of the cultivator and, of course, no tree anywhere which is the exclusive possession of an individual, may be cut without his consent. The zamindar can only take forest produce in his capacity as a cultivator in the estate, and he has no right to take it in his capacity of rent-receiver or to sell it except from Goiri and Heremda. No claim on his part to cut trees from cultivated land has ever been made, nor can he have any such right. The trees usually spared in reclaiming land, and in fact never cut for timber unless there is absolute necessity, are mahua, kusum, porho, paras, pipal, ruta, mango and other fruit trees; but in the villages where lac is not grown porho, paras, pipal, dumar and ruta are cut. Of course in making don all trees are cut. To reclaim land from jungle the consent of the management of the protected forest has, as I have said, recently been required when, as always happens, sal, mahua, hara and kahua must be cut with that object and also to take those species from the jungle for domestic and agricultural uses. Any jungle produce which does not involve cutting down trees of those species above a certain size, may always be cut and taken for personal use by a tenant without anyone's consent. The zamindar has no right of sale of jungle produce or trees, the tenants may not sell fuel or timber, but may by custom sell certain minor produce and, of course, lac.

431. Until 1895, there were no special customs as to mahua and kusum. The fruit was absolutely free and only in rare cases was there exclusive ownership of trees. Immediately after he was allowed to manage the forests, the zamindar imposed a tax on all kusum trees at from two annas to one rupee, and on all mahua trees at from two pice to two annas. In Bandgaon, as in Ranchi, lac is largely grown on kusum, but the fruit is of some value. The Deputy Commissioner sanctioned the tax and made the mundas responsible for the collection on behalf of the Encumbered Estates Department, but payment has since the last rent settlement been stopped by the same authority. Similarly a tax not exceeding two annas per tree on trees on which lac was cultivated was also started in 1894, and sanctioned in 1897 by the Manager, Encumbered Estates, who permitted the zamindar to make khas collections in consideration of a nominal payment of Rs. 100 to the Encumbered Estates Department. The zamindar without

Rights to planted trees. Q 72.

Right to fruit and timber of self-sown trees. QQ 73, 75.

Trees spared. QQ 76—78.

Permission to cut trees. Q 77.

Shortlived attempt to realise cesses on them.

Mahua and kusum. Q 74.

any authority for sometime took a cess of two to four annas for other lac-bearing trees when lac is cultivated. Not only are these exactions entirely at variance with ancient custom, dating from 1894 or 1898 only, but they have been dropped as illegal by the Manager of the Encumbered Estate, who as he gradually became enlightened as to the true facts has withdrawn all claim to them. In 1903 he issued order that no realisation could be made in respect of

Realisation are not legal, and have been dropped.

on kher and hara had been rejected by him in 1904. Apart from the fact that these dues are no longer

Lahkar not realisable.

Khas Porahat, as dalkati was abolished in 1858 in Porahat of which Bandgaon was an integral part. There is no tasar cultivation. No payments for fruit trees or cesses of the nature of dalkati are legally realisable in this estate.

432. The result of the temporary exaction of a tax on mahua and kusum has been in many villages to confirm Ownership of mahua and kusum. individuals in exclusive possession of trees of these species. In some villages the villagers still distribute the fruit among themselves having subscribed the amount of the tax so as to keep the trees common; occasionally the trees go with the arable land where they stand, while in a fair number of villages the fruit of these species is governed by the same custom as the fruit of other trees in similar land. The zamindar is in no sense owner of the trees, and the recent tax on them is not based on law, equity or ancient custom being alien to the pargana.

433. Porho, paras, ruta, dumar and occasionally bair and kusum are the trees on which lac is generally set. Bair being a planted tree is everywhere unassessable, and no permission is required to set on it. Neither is permission of anyone required to set on trees in jungle or parti or on a cultivator's own land. The zamindar in his case under section 103A withdrew all claims to lahkar but wished his consent to set lac to be taken. Of course his consent has admittedly never been required by custom, nor even under any executive orders, and as he has no right to the trees, and no concern with the distribution of them, the claim (which is put forward only because he is in charge of the forest as guard) is ridiculous. In almost all villages a tree once used belongs exclusively for ever to the tenants who are cultivated on it, in a few villages it

Custom as to distribution of trees.

belongs to him as long as his seed remains on it. To set lac on trees on another's cultivated land, his permission is required in all cases, but once given (it will rarely be accorded), it is not again required so long as the seed remains on the tree. Lac is not set outside the cultivator's own village, except in Karika, where no permission was required or taken, as the villagers did not want the trees. In such a case, it may be presumed on the analogy of the other estate in the pargana that when the villagers require the trees for themselves non-residents must give them up as soon as the seed on the tree is exhausted, that is, usually after the third year.

434. In Bandgaon though the respect paid to sarnas (§ § 123—125) is still great, it is less than in the rest of the pargana. As a result of the recent oppression, a considerable portion of the population has been Christian at one time or another. The Deputy Conservator of Forests saw in 1893 that the only saleable timber was in the sarnas, but he rightly described it as an unjustifiable source of revenue (§ 410). Both zamindar and tenants agree that before that time green trees were never cut. But the zamindar sometimes in collusion with the mundas and the pahans, or by putting pressure on them within the past seven or eight years, has sold off many trees from the sarnas. His own

The recent cutting of trees from the sarnas for sale.

version is that he took their consent and divided the proceeds with them in the proportion of 10 to 6, thereby proving that he has not the absolute right in trees exercised by zamindars elsewhere. Some of the mundas admit receipt of money, while others only admit having received a few rupees for

a sacrifice to propitiate the offended deities. Some again got a share of the wood. That permission was asked is proved by the fact that the zamindar refused a pass for timber to a pahan, who declined to permit him to cut trees from the sacred grove and, as a matter of fact, no trees at all have been cut without prior puja.

435. The general custom is that in Bandgaon no one can cut any green tree from the sarna, and a dry tree only at the Magh or Ba festival after the pahan and the khuntkattidars having consulted among themselves have agreed to cut and a sacrifice has been offered. The wood so cut may be taken to their houses on that day only. The recent innovation of cutting green trees after driving the *bonga* to a neighbouring tree in the sarna by a sacrifice is contrary to immemorial custom. All cutting has now been stopped by the Deputy Commissioner and by agreement of all parties. Zamindar and tenants alike agree that it is grossly improper and sacrilegious to cut otherwise than in the manner hallowed by ancient custom. The gravamen of the charge against the zamindar was that he sold. In no circumstances may any sale of wood or other produce of a sarna take place, nor may lac be set therein. The zamindar has in no circumstances any right to the trees of a sarna.

#### MISCELLANEOUS DUES—NONE.

436. Under his patta of 1861, Sukhlal Singh was prohibited from collecting a "cowrie more" than the rent (§ 408). While the estate was attached a decree was, however, it is alleged, obtained in a civil suit in 1879 for Rs. 990 in respect of bethbegari. In view of the commutation of 1840, and the patta of 1861 such a decision is unintelligible. At any rate in the following year, in consideration of the enhancements in the rents, the Commissioner, who that year exerted himself to secure commutation of predial services in all estates where rents were being fixed on the zamindar's own admission, is stated by the zamindar, ordered that, in view of the increase in rent, all bethbegari should cease, and it has never been rendered since. Dasahara salami and boda were never rendered, there being no Dasahara ceremony and there is no jantal puja. Tantkar at eight annas, kamarkar at one rupee per furnace, kumharkar in kind as elsewhere and a tax of eight annas per house on Thatheras or Malhars were at first half-heartedly claimed because a simple claim was made in Khas Porahat, but with the exception of kumharkar, the imports were everywhere denied. They were not entered in the schedule when the estate was taken under Act VI of 1876, and there is no evidence whatever that they are ancient customs, and they have not been recently realised. The zamindar also mentioned that he receives one rupee salami called kulikar from coolies on their return from Assam, and from Mundari bridegrooms when they take away their brides. He admits, however, that this kulikar and shadikar are quite voluntary and that the offerings are not universally made. Kumharkar alone is recorded. Except when Sukhlal Singh gave certain dikus mukarrari pattas which were subsequently cancelled as illegal, no patta or any other salami was taken in this estate till in 1904 the disqualified proprietor, on resettling the deserted village of Goiri, took a salami from the new munda, but this act is admittedly as illegal as those of his father with regard to the mukarari villages, since he has no power to enter into a contract. Besides it is irrelevant in considering the case of villages which already have owners with vested rights. Neither in 1860 nor in 1880 was patta salami taken, and before that there were no pattas at all, as the Mundari communities obviously did not hold by pattas, and pattas were introduced on the same grounds exactly as in Khas Porahat.

437. There is no custom in this estate or pargana by which the zamindar may have privileged lands (§ 152). The khasjot in Bandgaon is mainly in Tirla. The zamindar as headman possessed himself of the lands of the khuntkattidars to the extent of half the area of the village, and these the very best lands which obviously could not have been relinquished to him as they might easily have been sold or mortgaged. No abuse could be more flagrant. The lands



are the property of the village community, and even if relinquished or deserted, cannot be annexed by the munda, but must be settled in the customary manner. The zamindar has admittedly made no lands himself—he would never be allowed by the community to do so. His position and rights in the estate may be gauged by the fact that all the land held by him after he and his ancestors have been rent-receivers for a century is 95 acres, nearly all of it in the village where he is munda. As zamindar, of course, lands in the other villages cannot possibly fall in to him (§ 405 should be referred to).

PROPOSED TRANSFER OF BANDGAON TO RANCHI DISTRICT.

438. The question of the transfer of the Bandgaon estate to the Khunti subdivision of Ranchi has been raised. The consequent advantages would be (1) that the inhabitants would be within 15 miles of the new subdivisional head-quarters, whereas they are about 50 miles from Chaibassa, and (2) that the Subdivisional Officer would be likely to visit Bandgaon frequently and be familiar with the Mundari language, and that there is generally a Mundari atmosphere in his Court. The disadvantages would be that (1) Bandgaon, though geographically a part of the Ranchi plateau, is actually a tenure of the Porahat Estate, the history and character of which will always be best known in Chaibassa, (2) there is a good road from Chaibassa to Bandgaon where there is an excellent bungalow, so that the Deputy Commissioner of Singhbhum always spends a portion of his tour there, and gives as large a portion of his time to Bandgaon as the Subdivisional Officer would be able to give, and besides uses Bandgaon as a centre from which to become acquainted with the neighbouring Mundari pirs of Khas Porahat, (3) at present the rights of the Mundaris of Bandgaon are to some extent different from those of the Mundaris of Ranchi, and absolutely the same as those of the Mundaris of the Kolhan Pirs of Porahat, so that it would be a mistake to dissociate the two areas, (4) the jurisdiction of the Subdivisional Officer, Khunti, has already been found to be too large for the close personal government required in Mundari country, parts of it being nearly 50 miles from head-quarters, (5) Bandgaon is an encumbered estate, the business of which would be transacted in Ranchi, 40 miles away, where no one has any knowledge of the peculiarities of the estate, its forests, etc., (6) if there is to be special legislation for the Porahat pargana of 678 villages, it is a mistake to dissociate from the main body a small part containing only 37 villages. The Subdivisional Officer of Khunti will find it difficult to acquaint himself with the local peculiarities, and (7) the question of the Bandgaon forests belongs peculiarly to Singhbhum.

It seems to me that unless all the Mundaris in Singhbhum are to be transferred to Ranchi, a course which is open to the objection that they will then be broken off from the rest of the Porahat Estate and some of them prejudiced in the matter of distance, the disadvantages in separating Bandgaon from the Kolhan Pirs of Khas Porahat outweigh any advantage which may be expected to accrue. The proposal may be considered in forming the new subdivision in the south-west of Ranchi, but it would not be an improvement to add part of the area to the new subdivision and part to Khunti, except as regards distance from head-quarters. The Mundari Kolhan Pirs of Porahat should not be partitioned in any circumstances, nor should Bandgaon be separated from them. Moreover the existence of the forests in the Kolhan Pirs makes a transfer of them to Ranchi for obvious reasons undesirable from the point of view of the Forest Department, since the Deputy Commissioner of Singhbhum who is stationed at Chaibassa, is in charge of them, and may be expected, from his knowledge of the Kolhan, to understand them. From being in favour of the transfer I have come round to the view that it is inexpedient. What is needed far more than administrative changes is knowledge and sympathy, and these would be just as badly wanted in the rest of the pargana, if Bandgaon which is comparatively accessible were transferred.

## CHAPTER XV.

### CHAINPUR.

439. This sadant pir of the Porahat Estate, consisting of 10 46 square miles of highly cultivated open country without hills or jungles, is the sub-estate of the minor Babu Baidyanath Mahapatar, a Birwal by caste, whose property is at present both a Wards' and an Encumbered Estate. Originally a service tenure involving military duties under the Rajas of Singhbhum (Porahat), it paid from 1840 a rent of Rs. 90-8 (estimated to be one-third of the gross income), (§ 32) till as a reward for loyalty in the mutiny by order No. 2668 of 6th December 1858, the Local Government directed that this sum should be the quit-rent in perpetuity (§ 36). It is now about two per cent. of the income. It is clear that before the increase in the cash rent imposed under Government management of the Porahat Estate in 1839 to 1846, the rent in Chainpur, as in the rest of the pargana, was mainly a produce-rent reckoned by the seed-area system or *paran ka hisab* (§ 29), the unit of which was a *kât*, that is, as still obtains in Ranchi in respect of up-land, the area which requires a pakka maund of seed to sow it. At the time of Lieutenant Tickell's settlement in 1840 much of the Chainpur tenure was *chakrân* of Birwals or Naeks who were the fighting force of Mahapatar, just as in Koraikela much land was held on the same terms under Khandapatar, and, like the other estates, it paid nothing either in rent or 'customary dues' (*panchas*) to the Raja, though 'benevolences' (*mangan*) were exacted (§ 33). In 1840, however, the commuted cash rate of Rs. 16, increasing after three years to Rs. 20 per plough, which was settled on behalf of the State in Khas Porahat, was extended by the Wards' Department to the raiyats of Chainpur which was itself forced or induced to pay one-third of the estimated gross rental to the State presumably in lieu of feudal services.

**History of the estate.** The paiks in the estate were made to pay at half the raiyati rates. Following the example in the parent estate, the tenureholder in 1848 made an assessment for 20 years at Rs. 26 per *hâl* of 50 *bighas*, that is, Rs. 24 cash plus Rs. 2 the value of 10 maunds *dhan*. On the expiry of that settlement in 1868, the new rate—fixed for 12 years so as to end in the same year as the assessment in the parent estate—was at a cash rent of Rs 28 with a produce-rent of 10 maunds of *kar-dhan*, supplemented by one maund as 'servant's *dasturi*, exchange cess 12 annas, zamindari *dâk* cess 12 annas, and predial services (commuted value) Rs. 8, all per *hâl*, besides a fighting cock value 4 annas and *dasahara salami* payable by the headman both per village. The *panchas* which had been commuted in 1840 and included in the cash rent were thus revived. In the five years' settlement made in 1880-81 by the Manager of the Encumbered Estate, the 10 maunds *kar-dhan* was commuted to a payment of five rupees, and with zamindari *dâk* cess at 12 annas, the rate per *hâl* worked out at Rs. 41-12, the exchange cess, servant's *dasturi*, *dasahara salami* and fighting cock being dropped like all cesses in the other estates comprised in the Porahat Raj which were under settlement that year (§ 403). It will be observed that the Khas Porahat rate was Rs. 40, the rate in Kharsauan villages of Porahat was Rs. 42 including Rs. 2 for *bethbegari*, the only predial service, which was commuted both there and in the Kharsauan State by the good offices of the Political Agent (Commissioner), while in Kera a rate of Rs. 50 with one rupee *dasahara salami* was fixed, all predial services and *rakumats* being similarly consolidated with the rent. The next and first real survey and settlement of the lands was made by Mr. F. A. Slacke, I.C.S., Divisional Settlement Officer. It took effect from October 1888, and was for fifteen years. The survey was made with the 'dang' or pole, and extended only to embanked lands. A classification of the embanked lands into *bera*, *nâli* and *bâd* was made, and rates inclusive of

**Position of the sub-proprietor.**

**Fiscal history.**

**Consolidated money rent.**

**Mr. Slacke's survey and rent-settlement.**

all produce-rents and cesses were fixed according to the quality of the land held by each raiyat. Classification was necessary as the theoretical distribution by the headman of lands of each quality among the raiyats had broken down, since the pradhans ignoring custom, had kept the best lands for themselves without paying rent in proportion. The custom by which gora lands were held as complementary or 'jora' to the assessed embanked lands was respected. Chakran lands, for which adequate services were no longer rendered, were under orders of the Commissioner resumed and assessed at their full value. There thus remained throughout the whole estate a cash rent only. Dasahara salami of one rupee (in lieu of which Goalas give dahi) had apparently continued even after 1880 to be presented to the zamindar by the headman in return for a sirpa. The question whether this salami and jantal-boda are legally realisable is discussed in §§456—7 and answered in the negative. 'Mangan' or benevolence is also mentioned by Mr. Slacke as claimed by the zamindar. Apart from the abolition of 'benevolences' in 1840, such exactions had, as was pointed out by the government, been disallowed by Government in 1886 in all Wards' Estates, and 'mangan' had even then long ceased to be realised or realisable in this estate.

440. At Mr. Taylor's assessment of rent, the rates in 18 villages were as follows:—

		Rs. A.		Rs. A.			
Bera	...	...	1 4	Bād	...	...	0 12
Nāli	...	...	1 0	Gora	...	...	0 1

while in Rugri, Lakhanbadi, Dumardihi and Borda the higher rates of the earlier settlement were retained. The only feature of the settlement which was an innovation was the assessment of gora (§ 43), which by immemorial custom in Pargana Porahat and in Ranchi had been complementary to low rice lands.

441. Mr. Slacke having prepared a record-of-rights by questioning an assembly of headmen, little difficulty was experienced on this occasion. There has never been a Manki in the estate in historical times, the tenure-holder being in practice in a position similar to that of a Manki of what is still called the 'twelve villages' or 'pir,' though subdivision has now increased the number of villages. As elsewhere in the pargana, the headmen are some-

The headman. Q.Q. 16—34. times termed 'thikadars' an exotic name thrust upon them by those whose interest it is to imply that they are ordinary temporary lease-holders (§ 237), whereas of course they have admittedly a right to continue to hold the village at a new rent fixed by arbitration or the Courts (§ 41), their tenure being permanent with certain definite exceptions of which the good pleasure of the rent-receiver is not one. The name used by themselves in all cases is 'headman' and it varies with the caste of the headman (§ 27).

Right to hold the tenure always. Q. 19. The headman is now by custom also entitled to a patta, but it is an engagement as to the rate of rent and is not concerned with the permanence of the tenure which was not founded on a patta or to any great extent with the other incidents of it which are determined by local custom. The tenure originated in the reclamation of the village, the original clearer of the soil, or the leader of associated clearers, and his descendants being entitled to be hereditary headmen subject to payment of the rent of the village. By custom all headmen have the same hereditary and permanent right in the tenure (section 445).

Meaning of and right to a patta. Q. 18. The headmen of the village family are called 'khuntkatti' headmen, e.g., Ho headmen in Mahulpani and Parea, but no claims were advanced by any of them to special privileges on this account, except that in such villages the headmen should in all circumstances belong to the patriarchal family of the village. There are no Mundari khuntkattidars in the estate. The question whether Hos and dikus are entitled to special privileges as to the rate of rent of their cultivation, because they are tenants of lands known as 'khuntkatti' in an area to which section 19, Act I of 1879, is now applicable is the same as in Khas Porahat and Kera, and discussed in previous chapters.

All headmen on the same footing. Khuntkatti. Q.Q. 35—37.

known as 'khuntkatti' in an area to which section 19, Act I of 1879, is now applicable is the same as in Khas Porahat and Kera, and discussed in previous chapters.

442. The estate has been recently surveyed in 22 villages, of which one, Edelbera, has no headman. The village of Chainpur, where the proprietor resides, was with its tolas (with the exception of two small portions comparatively recently given to headmen) always held by the zamindar himself in accordance with the custom of the pargana, and the lands (sometimes detached) were held on service tenure by his retainers. Such lands having been assessed to rent, the Manager of the Encumbered Estate three years ago installed headmen in the six villages (except Edelbera) into which Chainpur was divided at the recent survey.

443. It is unknown who founded Chainpur and its tolas. Birwals (a sub-caste of Bhuias) have however occupied them for a long time, their ancestors probably having come with the original grantee. Similarly Birwals at one time occupied as chakrandars four of the other five villages in the estate where the headman is not now of the village family. The remaining 10 villages are held by descendants of the original 'makers' of the village, three each being Hos, Kurmis, and Goalas, and one a Birwal. Of these 19 headmen of the estate, 6 are Hos, 6 Goalas, 5 Kurmis and 2 Birwals. In Boradora there are two headmen, the Ho being added as an aboriginal joridar has always been required there, while Sahjora I and II, and Chainpur I, II and III are each held by one headman, as they are of a peculiar character, but it is not in accordance with custom that the same man should be headman of more than one village. Two of the villages, Hathibari and Chainpur II, are bechappar.

444. After Mr. Slacke's settlement, each of the headmen received a patta, which was modelled on the Khas Porahat patta of 1880. Interest at 12 per cent. was payable on arrears, which could be realised by sale of the defaulter's movable or immovable property, and no plea of *fauti*, *jerari*, flood or drought would excuse non-payment. Maintenance of boundaries was provided for, injury to lands prohibited, and police duties imposed, as well as supply of rasad to civil officers, and regiments. Provision was made for the preservation of trees so essential in Chainpur, the non-enhancement of rents of existing raiyats, and the making of a fresh survey and settlement at the end of the period. If the conditions of the patta be not observed, the patta may be cancelled. The headman was to take Rs. 11-15-7 per cent. of the collections, and to enjoy the rent realisable after two years at full current rates on new cultivation made from waste by new raiyats.

445. No new pattas have yet been issued after the expiry of the period of the 1888 pattas either to the existing headmen or to those who recently received the villages carved out of Chainpur, as completion of the present enquiry was awaited. All, however, are collecting and paying rent at the new rates entered in the jamabandis which have been made over to them. The Manager of the Wards' and Encumbered Estate has held that the position and rights of the recently appointed headmen are governed by the custom of the estate. This view is certainly correct in the case of the appointments in place of deposed headmen where the landlord is not entitled to confirm the nominee of the villagers on other than customary conditions, nor to leave the tenure vacant, since it is a permanent one in which the tenants have an interest. In the case of the headmen appointed in Chainpur as sub-divided, the Deputy Commissioner has decided that under the custom of the pargana when a headman is placed over a village in the estate, the patta to be given him cannot be a 'thika' or temporary lease but a patta in the same form and conveying the same tenure as in the other villages of the estate in which the existing headmen have a customary right to settlement at a subsequent survey and assessment of the rent. The only point contested on behalf of the zamindar on this occasion was whether the headmen thus recently appointed held a permanent tenure and it has been found that by the custom of the estate they certainly hold permanently. It follows that the present record shows the rights of all headmen as uniform throughout the estate and as being in the case

of new headmen or headmen who are not of the village family, but whose predecessors in interest held the village at the last settlement, the same as the rights of khuntkatti headman. As implied in the last patta\* and in accordance with custom the headman and his heirs are entitled, apart from misconduct, to hold the headman's tenure at each successive assessment or settlement (on terms as to rent and other incidents determined by and based on

Determination of rate of rent, etc., at new assessment. the custom of the estate), and to receive a patta showing the new rate of rent payable by them. As the Kera patta puts it, the rate of rent is to be determined by panchayat, or under the law in force. On the death or resignation of the headman the succession is by lineal primogeniture in the male line. There is no selection in such cases, nor has the zamindar any voice in the matter; but if the heir is obviously unfit from physical, mental or moral incapacity

(§ 58), he is superseded, usually by agreement among his relatives, and his nearest male heir in the male line succeeds. Minority is not a bar to succession, and the tenure is held on behalf of the minor till he attains his majority by his nearest male agnate who is suitable, usually his father's younger brother. Females do not succeed.

Succession.—Q. 22.

446. The tenure of the headman is not absolutely permanent. He may be ejected or deposed, but only in consequence of misconduct of three kinds: (a) arrears of the rent of any kist for one full year, (b) non-performance of his customary functions as headman, and especially for oppression of the other tenants of the village, or (c) personal bad character, a provision connected with the assignment of police duties by Government as head of the Political State to the headmen § 62. After such ejection a successor is nominated by the villagers assembled in panchayat and approved by the zamindar. Selection is limited to tenants of the village in all cases, and nomination is made by all the raiyats of the village in panchayat. In the ten villages where the headman is a member of the family which 'made' the village, the choice is by custom made from another household of that family, unless all the members of it are ineligible from mental or physical incapacity. Should they be ineligible or should they decline nomination, but only then, selection may be made in those villages in the same way as in the remaining villages—the resident cultivators will nominate from among themselves. In the Ho villages, the headman must invariably be a Ho of the village. In all cases of this kind, and in them only, the nomination is subject to the approval of the zamindar, but it can by custom be withheld only because of the physical or mental incapacity (§ 58) of the nominee of the villagers. The zamindar's approval here as elsewhere in the pargana must cost nothing. Apart from the fact that there

Grounds of deposition.—Q. Q. 27, 28.

Successor to ejected headman. Q. 30.

No patta salami in such cases. has certainly been no patta salami on the last two occasions, and that the tenures are not based on the pattas, that is clearly reasonable as the rent settled by the Rent Settlement Officer was an inclusive rent, and if the new headman is compelled to pay a sum of money to the landlord in advance, he will naturally recoup himself by illegal exactions from the tenants (between whom and the proprietor he stands), thereby rendering himself liable to deposition for oppressing the raiyats, the protection of whom is the very object of the tenure to which they nominated him. If withheld from captious motives, the right of approval would abate.

447. As a matter of fact, dismissals or deposition were till 1903 almost unknown. When he finds himself unequal to the work, the headman, takes, in accordance with the custom of the elaka, a joridar to assist him. The joridar is naturally a man agreeable to the villagers and often a man of the same caste as the majority of them; he usually receives half the receipts of the headman's tenure, and his association in the tenure is subject to some extent to the confirmation of the

Joridar headmen.

\* The headman, it is provided, is not to object to a fresh survey and settlement. A fresh survey implies that new cultivation is to be assessed on behalf of the landlord, and a fresh settlement that the rate of rent in the village may be enhanced.

zamindar, unless he is a relative of the headman. The association of a joridar in no way affects rights of succession. The joridar does not take precedence of a headman's heir. In 1903 when the new assessment came into force the Deputy Commissioner as Manager refused in this estate, as in Kera and Bandgaon, to permit several headmen to continue in their tenures. Where deposition was due as in Ghaghra and Bhaliadih to harassment of the raiyats or to persistent unpunctuality in payment of rent, the plea was entirely in accordance with custom though the method savoured of the Political State

Ejectments in 1903 by Manager, Encumbered Estates.

rather than a district where the Civil Courts Act is in force, but where a headman of the chakran family was deposed merely because he was one of two headmen in the village, the action was not warranted by custom, law or equity, and was due to the unfortunate misapprehension of the Manager that the zamindar is entitled to refuse without assigning grounds a continuation of the tenure after expiration of the period of the patta (cp. § 384). The zamindar can only terminate the tenure of a headman at the end of the period of a patta on the same grounds and by the same method, that is, by order of Court, as during the period of a patta, which is, as I have said, concerned only with the amount of rent, except indeed in so far as it embodies customary incidents of the tenure.

448. The headman then can be deposed only for the causes above-mentioned (§ 446) whether the term of his patta has expired or not. If he accepts the new rate

Summary.

of rent fixed in accordance with custom, he is entitled to settlement after settlement. His tenure is hereditary apart from misconduct of an incumbent. It is a permanent tenure and the zamindar cannot do away with it when an incumbent is deposed, resigns or dies, or when a patta terminates, and he cannot refuse to approve a reasonable nomination according to custom by the raiyats after a headman is legally ejected. The headman is entitled to a receipt on payment of his rent. The rent which he pays in is fourteen annas of the total rental, his own share being  $12\frac{1}{2}$  per cent. since 1903 before which it was Rs. 11-15-7 per cent. When recently asked to collect road cess, he was given the same percentage. The rent of the village cannot be enhanced in any way or on any ground during the period of settlement, nor on the other hand may the headman plead *fauti*, *ferari*, flood or drought to excuse non-payment of the full amount of assessed rent, or to demand a reduction of rent. If there should be any dalkati he would be entitled to half of the tax at the customary rate, the other half being payable to the zamindar (§ 458). His duties are the same as in the other estates of the pargana (§ 56), and by custom he also takes his villagers to repair the neighbouring school. Formerly he had control of the village upland, but that has now been surveyed in the name of the raiyats in possession of it. The village waste was at his disposal (subject usually to the opinion of a panchayat of the villagers), and he received under the last patta the rent on such new don cultivation as was made *from waste by new parjas* during the period between two years after the don was ready, and the term of the existing settlement (§ 449). He also settles vacant lands in accordance with the customary rules given below, and his permission is required when unusual acts are done by villagers, *e.g.*, tanks made, or trees planted in waste land. He presents dasahara salami and gets a sirpa in return, but this transaction is not compulsory. The zamindar has no right to interfere with the internal affairs of the village in any circumstances.

449. There are, however, now only six villages in which there is room for extension of cultivation, or preparation of 'naia chash' as it is termed, the uncultivated land in the others being permanently reserved for grazing purposes.

Reclamation of waste. QQ. 38-44.

In Mahulpani and Bhaliadih, the present cultivators may clear waste land without permission: new parjas require the permission of the headman, who must consult the other cultivators before admitting them. In the other four villages the headman's permission (never, of course, the zamindar's) is required to reclaim waste land, and it is only in Parsauan that he must consult the other raiyats before giving permission. The old tenants of the villages have everywhere a preferential right to reclaim the waste of their village, and in Mahulpani Hos alone may reclaim land. Salami is not taken when a headman grants

permission to clear waste land. New don is cultivated rent-free, in Mahulpani in all cases till the next settlement and for the same period in the other villages if made out of a tenant's own gora, and for three years after it is ready if made out of waste, and thereafter at half rates in two villages, and full rates in three villages till the next settlement when it everywhere pays full rates. The influence of the patta as a solvent of custom may be seen here.

The rate of rent on new cultivation. Mr. Slacke noted that the custom in respect of new don lands reclaimed from waste was, to take half rates from the end of the second year after the don was prepared, up to the expiry of that settlement, but in the patta which the Deputy Commissioner granted to the headmen, the provision was 'you will assess them (new don lands made by outsiders) at the current rate and enjoy the rent yourself up to the term of the settlement.' Three sharp pradhans took advantage of the provision in the patta to take full rates, though that was contrary to custom; two others have continued to take at the customary half-rate, and in the aboriginal village, as in the Kolhan Pirs of Porahat and most aboriginal villages in the pargana, the provision seemed so absurdly contrary to the constitution of the village community that the munda realised no rent at all. New gora is not assessed anywhere till the next settlement after it has been cleared. A cultivator may turn his gora into don without permission.

450. Notice of relinquishment must be given to the headman. In consultation with the other cultivators he settles vacant lands. The relations of the last holder must receive the first offer, and, if they decline, the lands must be given to some tenant of the village, in Ho villages to a Ho tenant, if one will take them. Should all tenants refuse, then the headman may himself keep them or settle them with an outsider, but not with a 'pardeshi diku,' that is, they may be settled with any aboriginal or with a local non-aboriginal. No salami is taken nor an enhanced rent, though both these are shown by Mr. Slacke on the authority of a Goala headman (since ejected for oppression) as taken by pradhans twenty years ago, salami being then exacted at Re. 1-4 per anna of  $3\frac{1}{8}$  bighas, but I believe the practice only had reference to the few villages where the headman was then an outsider "holding for profit." The new raiyat at once occupies the same position as an old raiyat. "A 'pahi' (non-resident) cultivator," wrote Mr. Slacke, "can be assessed at a higher rate than a resident cultivator." I have failed to find any trace of this custom left. Whether he is 'pahi,' or, 'dehi' a cultivator has the full rights of an old tenant of the same class, including occupancy rights, from the day when he regularly comes into possession of vacant land, or from the day when he begins to break new land in the village. "A raiyat," wrote Mr. Slacke in 1887, "has a right of occupancy from the moment he enters into possession of his land," a statement which is undisputed and indisputable.

Occupancy rights. Q. 51. 451. Homesteads, gardens, bāndhs, tanks, threshing floors and manure pits, burning and burial-grounds are not assessable by the custom of the pargana. A manure pit or threshing floor may be made by anybody on any parti land, but no right of occupancy accrues. This is the custom of the Sadant Pirs, but it does not mean that the headman may order the threshing floor or manure pit to be removed at a moment's notice. It means that the occupier has no absolute right to occupy the same plot of land in the following season. Bāndhs and tanks may be made by any cultivator in his own land, in parti the headman's permission is required, and if rent-paying don lands are to be permanently submerged, the zamindar's also. The excavator and the persons benefitted by a bāndh or tank keep it in repair.

Easements etc. QQ. 52 to 58. 452. Every cultivator may plant trees in his own land though naturally people do not plant in low rice land. In one or two villages any one may plant in parti, in others no one may do so, but in most villages no one does, as a matter of fact, plant trees outside his holding. In the last class of villages the pradhan's permission would be required to plant one or a few trees in the waste and in Chainpur and its tolas the zamindar's, before a grove may be planted. To plant in another cultivator's land, his permission is invariably essential.



453. The entries in QQ. 61-68 are as in the rest of the pargana (§ 106). Mortgage (sudbandhi), bhugutbandha (or Rights governed by enactment. bangabandi) must by custom be given to other tenants of the village if they will take them. "A shareholder," wrote Mr. Slacke, "can mortgage and redeem his share without the consent of his shareholders unless they all jointly mortgage their shares." The meaning of 'thika' is not 'lease' but 'sub-letting.' Thika is given by raiyats for short periods only, and is not used to evade the law as to sale. It also must be given to villagers if they will take it. Only rarely do cultivators sublet at rates higher than current rates. To do so is contrary to the custom of the pargana.

454. There is no jungle in this estate. Timber and fuel are bought in the open market or purchased by the load from Kera and Koraikela at two pice per rupee of rent. or from the Government Kolhan. Even in 1887 residents of Chainpur brought from Kera at one rupee per annum per plough. No one may cut a green tree in the estate, nor may either cultivator or zamindar sell timber or fuel from the estate. A cultivator has full right to the leaves and fruit of trees which he or his ancestors have planted, and he may sell them and all bamboos so planted in his own gora. If he leaves the village, leaving no heir or relatives, they are treated as self-sown. He also has exclusive rights to the dry wood of his planted trees. As to self-sown trees, the leaves and fruit in homestead land belong to the householder; in cultivated land all villagers may take them free without permission (except in a few villages where mahua trees have been partitioned), but the cultivator of the land in which the trees stand may also dispose of the leaves and fruit by sale. The dry wood of self-sown trees, irrespective of where they stood, is distributed among the villagers, the zamindar also receiving in some villages a small share. Mahua and other fruit trees are not liable to rent or tax. When green trees may not be cut anywhere, it is not surprising that no tree, green or dry, may be cut in the jahira of the village. No one may even carry the dry wood of fallen trees outside the jahira. It must be used in the worship within the jahira. The zamindar has no right whatever to cut trees in the jahira.

455. There being no trees available, there is no lac or tasar. All cultivators are entitled to graze cattle in their own and neighbouring villages on parti land, in all well-grown orchards and on cultivated land when fallow without payment of any kind. The fallows reserved as grazing ground cannot be broken up for cultivation without the consent of all the villagers and the headman. Residents may take such minerals as stone, iron-ore, etc., and lime for their own use or for the purposes of their occupation free of charge without anyone's permission, and they may similarly use the earth of their holdings for the construction of their houses.

456. No bethbegari is renderable nor claimed as that and all other predial services were commuted in 1880 (when all beth was valued at Rs. 8) and their value consolidated with the rental (§ 439). There are no trade taxes, nor was any patta salami taken on the last two occasions in any village, and never in the villages which have khuntkatti headmen. At the Dasahara each headman who is not a Goala presents a dasahara salami of one rupee. In lieu of this money-payment Goala headmen present from a quarter to half a seer of 'dahi' at the Dasahara, Ind, Gomha and Mahakar festivals. To all the headmen the zamindar by custom presents 'sirpa' of five cubits of mulmul, but complaint is made that he has recently made it markin, a cheaper quality. Two jantal-bodas, one in jeyt and one in bhado (in some villages only one) are purchased by subscription and brought to Chainpur, where the dehuri who sacrifices the goat to Pauri Mai takes the head as his perquisite while the subscribers there and then dine off the remainder. The Deshpradhan, who is hereditary pradhan of Pansawan and a Mathurabasi Goala, now receives no remuneration as his 4 annas of land was assessed to rent in 1887, but he still gives a jantal goat in Bhado, calls

the pradhans at the Dasahara, and purchases the bullock with the money of the zamindar.

457. With regard to the legality of dasahara salami and the jantal goats it appears that though it was informally discontinued by the Manager of the Encumbered Estate in 1880, the custom of dasahara salami persisted and was recognised by Mr. Slacke in 1887. There is no harm in it, provided it is not insisted on against the wish of the headman. I consider, however, that it is doubtful if it could be realised as rent, and certainly it would in any event be impolitic to consolidate such a payment with the rent, since pressure would be brought to bear which would ensure a resumption of payment as in Khas Porahat. As to the jantal goats, it appears there is no legal obligation to provide them. After the 1888 pattas were given the zamindar after an ineffective application to the Deputy Commissioner appealed to the Commissioner against the discontinuance of the customs of (1) dalkati for tasar, (2) of the annual contribution of two jantal bodas per village for sacrifice to Pauri Mai, and (3) khandiani dhan, being one maund of dhan per village paid to the priest of Pauri Mai. The Commissioner in an order of 14th April 1892 held that dalkati may be realised, but that all other cesses being "merged in the money rental" could not be allowed. The jantal-bodas are therefore voluntary offerings at the local religious festivals. There is no obligation to contribute them. They cannot be commuted to cash payment, nor can they be realised as rent. They were originally recorded at attestation on admission and no one having objected, the question of legality only arose when I began to write this report after final publication and came across the previous correspondence. Very much the same has occurred in Kera.

458. Though there is no cultivation of lac and tasar at present the customary rate in respect of dalkati for tasar as claimed by the proprietor in 1888 was eight annas from each person who cultivated which the headman and the zamindar divided equally between them. Probably the custom was exactly as in Kera. Lac is not grown: presumably lakhar would as in Kera be legal on kusum at a rate not exceeding four annas a tree when the cultivation is successful, but not on bair or other planted trees.

459. The Goraet, where he existed, has now been replaced by the village chaukidar (it appears he existed only in Bhaliadih, the headman of which gave evidence before Mr. Slacke) and used to get an anna of land of which the headman who appointed him paid the rent. The dehuri belongs to the caste, which originally founded the village if available, as the 'debota' is theirs and son usually succeeds father without any choice taking place. He performs the four pujas of the villages bonga or debota (Magh, Batauli, Asarhi, and Ba (flower). He holds one anna of land of which the raiyats pay the rent by subscription, each raiyat giving him also a 'bira' (about eight seers) of dhan if he desires it. If he gets no land, a salary of Rs. 3 is secured for him by subscription. The Goala tends the village cattle and is responsible for any loss. He receives the customary allowance of dhan for each animal, usually ten seers for a cow or buffalo with its follower, and for a bullock, and three seers for a goat. The kamar keeps the agricultural implements in repair, and is paid twenty seers of dhan per plough.

460. No house-rent or chapparbandi is payable, and once a man has settled in the village he cannot be ejected save by legal process. Any one can collect droppings of cattle in the fields. All the ordinary agricultural easements obtain. Burning and burial-grounds are by custom not assessable, and the users have an occupancy right. Absentees have no rights, unless they have arranged for the payment of the rent and have placed their land, houses and trees in some one's care or mortgaged or sublet them. If they have done so, they have full right to them on their return. By custom a raiyat can relinquish part of his holding with the consent of the headman at any time, and without any consent at the beginning of a new assessment. His holding is heritable, and divisible among the heirs, but unless the division is with his consent they are jointly responsible for the rent to the headman till the end of the period of settlement when they are entitled to have their lands separately assessed in their own names, or to drop a portion of the holding if they do not wish to retain it.

## CHAPTER XVI.

### SOME SUGGESTIONS.

461. At the request of the Commissioner of Chota Nagpur, I have already submitted notes (Appendix IX) on forest questions in the four estates in the pargana, and on the administration of the Kera and Bandgaon estates under Act VI of 1876, and many of the suggestions made by me have, I understand, been acted upon. Many other suggestions will be found in the preceding chapters. The next reassessment of rent should be made by Government agency as the rate of rent must be assessed "by panchayat or according to the law in force" (§ 44) and the work will involve many difficulties. Classification of lands should be made in all the estates and the rate of rent in backward jungle villages in all pirs should be low. The present rents, being theoretically the rents appropriate to self-reclaimed or ancestral lands are everywhere already high. The lands, tanks, bagichas, etc., should not be entered in the name of the rent-receiver who has no right to them (§ 153). It should not be forgotten that there is no custom outside the headquarters village whereby the rent-receiver can have khas jot, still less manjhihas or privileged cultivation.

The notes in Appendix IX.

The suggestions in the body of the report.

As regards forest rights, it should be remembered that if in Anandpur and Kera the zamindar ever holds a portion of the jungle of the estate as khas jungle or reserved forest the arrangement is of the nature of a partition of jungle between him and the tenants who will have full rights in the unreserved portion (§ 468). Still more would this be the case in Bandgaon, where the rent-receiver from the Mundari khuntkatti communities has no right whatever to the jungle. In the protected forest blocks in Khas Porahat, the rules should not be altered so as to be made more strict, or at least so as to prevent tenants from getting forest produce at any time from within the borders of their own village, unless that is essential in order to prevent the forest from disappearing. The zamindar of khas Porahat should be prevented from interfering with the protected forest. Of course, the proposal to release the undemarcated protected forest to him should be abandoned. He has no sort of right to it, and he would be the worst possible administrator from the point of view of the owners as has been found in Bandgaon (section 259). I do not think special rules are required for the undemarcated protected forest. It should be retained under the Forest Department, and used for extension of cultivation or for supply of the needs of tenants as in Palamau, fruit-trees being preserved according to village custom. A definition of khutkatti is urgently required (§ 80). I do not favour the proposed transfer of Bandgaon to Ranchi (§ 438). It should not be separated from the Mundari Kolhan Pirs. Many of the exactions and other irregularities in Khas Porahat may be met by executive action (*e.g.*, sections 11 and 12, Chota Nagpur Tenancy Act), and in the case of trade-taxes and cutting of jahiras, by an unfaltering application of the Penal Code. The Mundari khuntkattidari tenancies are with rare exceptions not 'broken' except in the majority of villages in Anandpur. Though rents have been enhanced and the principle of individual assessment stereotyped the communities are and have always been joint owners of the villages. The new reclamation of a Mundari khuntkattidar in all but a few villages is portion of his Mundari khuntkattidari tenancy, and assessable to rent, if at all, accordingly (§§ 285, 310). In broken villages it is his korkar (raiya) land and assessable as such (§§ 285, 311).

These and several other suggestions have however been already adequately discussed.

462. It behoves me to submit at somewhat greater length the proposal alluded to in several of the earlier chapters which seems to me of paramount importance for the improvement of the administration of this pargana and to safeguard the rights of those who are helpless when their rights are menaced.

It is in the opinion of Mr. Moberly and myself essential that the ejection of headmen and successions in place of ejected headmen be controlled in Pargana Porahat by the Deputy Commissioner, as is the case among the more advanced kinsmen of the Mundaris and Hos in the

The Deputy Commissioner should control ejection of headmen, and successions to ejected headmen.

Sonthal Parganas. A similar control should undoubtedly be exercised in the case of the 13 Mankis in the Kolhan Pirs of Khas Porahat and Bandgaon (§ 50). Mundaris and Hos are, if anything, even more excitable and more backward tribes than the Sonthals and they speak a language closely allied to Sonthali. The Porahat headmen too, even when they are dikus, hold a tenure which is hereditary and permanent *ad culpam*. The report, dated 12th March 1849, of Mr. Cadenhead, First Assistant Agent to the Governor-General, shows that "after examination of the papers relative to the estate of Porahat" he found regarding the pradhans that "their tenure was in perpetuity on payment of the Raja's demands (§ 33)". In the Kolhan Pirs again the communities, almost exclusively Ho or Mundari khuntkatti villages paid no land rent but were taxed according to size (§ 34). With their mundas the Raja of Porahat had no concern whatever. Appendices V and VI show

Rights of (a) headman, that a very large proportion of the villages are held by the founders, or their direct descendants, or by persons who have resettled deserted villages and in 249 villages there are Mundari khuntkattidari tenancies most of them intact villages of the Porahat type. Settlement both in Sadant in aboriginal Porahat was almost wholly by communities, not by individual jots, and the headman was the first among

(b) village community. his peers, who were the other hereditary tenants and generally his relatives, and save in exceptional cases he dealt with the zamindar on behalf of the whole community, individual members of which have never dealt directly with the rent-receiver. Throughout the pargana the zamindar has not and never has had any right to interfere in the internal management of the village, or to receive from it, with negligible

(c) Zamindar. exceptions, any income whatever except the assessed rent on the cultivated lands. Up till 1893 when it

became part of British India, the pargana was administered as a sort of feudatory State (§ 37) of which the Local Government was the land-holder, while in criminal and executive matters the Deputy Commissioner was *quasi* feudatory-chief. Unfortunately the directions of the Government of India to take "complete measures for the protection and definition of all subordinate tenures" (§ 40) before the estate should be granted to Kumar Narpat Singh was not understood to include the tenure of the headman, the character of which was regarded as obscure. Thus while in all the other estates there is no dispute about the practically permanent and hereditary character of the headman's tenure, the tenure in Khas Porahat remained undefined in the deed of grant and it is protected under that deed practically only by a vague stipulation that the grant is "subject and without prejudice to all existing engagements with raiyats and under-tenure-holders" (§ 241) which in practice is found to afford protection whatever in the Courts of British India, where actions of the preceding administration based solely on political expediency rather than on exact rights are construed into precedents indicating the rights of Government as a zamindar in spite of the immemorial custom to the contrary. The result is that the grantee of the Khas Porahat estate, holding that in view of the

Oppressive conduct of the zamindar of Khas Porahat.

"full proprietary rights" mentioned in his deed of grant,—the proviso he makes light of—he is entitled to ignore all rights of headmen and tenants, has not only deliberately ejected headmen from 47 villages of the Sadant Pirs, one-third of the total number (many absolutely without a shadow of reason except his good pleasure on which by an untenable construction of the patta of 1880 (see Chapter IX he maintains their tenure is dependant) without calling for the nomination of a successor according to custom, and even ignored two Mankis in the Kolhan Pirs (§ 204) but he has also used every endeavour to degrade those who remain to the position of his agents or rent-collectors, and has attempted to exact many illegal payments from the tenants everywhere (§§ 161, 165, 177-8, 181-3, 226-230), while in the 44½ villages which he has kept khas, he has also appropriated or ignored the customary rights of the raiyats. In

the four subordinate estates, the rights of headmen are at present fully admitted and respected and indeed the pattas of those estates being based on custom and more explicit than was considered necessary in the Government estate, leave no room for doubt that the tenure of the headmen is hereditary and permanent *ad culpam*. Thus in the Kera patta it is even provided that a headman may be ejected only through the Courts. But three of the estates are under the manage-

The position in the subordinate estates.

ment of the Deputy Commissioner as encumbered Estates, and in all four a necessitous zamindar may on the precedent of Raja Narpat Singh in Khas Porahat at any time set himself to destroy customary rights as several petty khorposhdars have actually already done as indeed two or three of the petty tenure-holders have actually done. It is not necessary here to do more than draw attention to the facts regarding the corporate ownership of the village communities which are fully discussed in preceding chapters. While in some villages the headman's permission alone is necessary before a raiyat may reclaim waste, in most villages in the pargana, the tenants may reclaim without permission or after consultation together in

The community is supreme within the village.

panchayat, and the village panchayat also regulates in accordance with customary rules the settlement of vacant lands, permission to plant trees, the introduction of outsiders and other matters solely according to their own view of the requirements of the village. No permission of, or consultation with, the zamindar is necessary nor is he entitled to interfere in any way.

Consequences of the adoption of the proposal:

46}. Adoption of the proposal would secure four objects of great public importance, the first two of which are also called for in the interests of justice.

(a) *It would provide a restraint on the ejection on frivolous or inadequate grounds of the headmen* who have undoubtedly a right to hold permanently unless they misconduct themselves in the three ways indicated in (§ 62) namely:—(1) being in arrears of any kist for one year, (2) oppressing the tenants, (3) becoming bad characters and so being unfit for police duties. Here

(a) to safeguard the rights of existing headmen.

we contemplate the matter both from the point of view of the existing headman whose personal right is very strong, specially in Anandpur, and also of the tenants among whom his position is elsewhere generally that of *primus inter pares* and their preserver from the amla of the rent-receiver. They are generally heirs of the clearers of the village (Appendix V) or of persons who have resettled deserted villages [Appendix V (b) and (c)]. Headmen are not servants of the zamindars in any sense and the zamindar is entitled to get nothing from them except the assessed rent of the cultivated lands, less the *nāla* which represents their ancestral *mān* land. There is reason to believe that ejections in Khas Porahat had in view *salami* which was exacted in two cases to the extent of from Rs. 400 to 600 from each village before it was observed that *salami* is prohibited by Government in the deed of grant. The desire to get *salami* is generally at the root of ejections, but it is everywhere illegal as well as inequitable since the rent paid is an assessed rent and there are no *manjhibas* or *zirat* lands, so that any extra payment must ultimately be illegally exacted from the tenants. Khas management is naturally agreeable to *amlas* because it gives them a wider field of operations.

(b) *It would secure the retention of the headman as a buffer between rent-receiver and tenants.* This is most important in Porahat.

(b) to safeguard the tenants from the rent-receiver.

When a headman is ejected there are two ways of dealing with the village: either (1) a successor may be appointed, or (2) the village may be retained without a headman, the zamindar collecting the rents by his *amlā*, and appropriating the rights and functions of the headman. It is here assumed for the sake of argument that the ejection is not unjustifiable in law. Where such is not the case, it is obvious that besides the injustice to a particular individual and to the village community the buffer is removed and the raiyats are directly at the mercy of the zamindar. Of the two methods the less harmful, as far as the villagers are concerned, is the appointment of another

headman, even if he is not one of themselves but an outsider. He is likely, if he lives among them, to be influenced

(1) Outside headman, though bad is preferable to khas management.

to some extent by public opinion as to what is considered outrageous, whereas the position as regards amlas, who are generally pardeshi may be gathered from Colonel Dalton's remark in 1864 " I wish to avoid the employment of foreign amlas as far as possible. The Kols will never put up with their rapacity, and their attempts at exactions will defeat our arrangements." He had already pointed out in 1859 that the estate should not be under any native zamindar, and Captain Birch had also reported that " the raiyats would not be best pleased at being given over

The village communities have a right to a headman selected by themselves according to customary rules or inheriting by primogeniture.

to a native zamindar." If we leave out of account certain villages in Anandpur, a successor to an ejected headman must always by custom be chosen by the villagers from among themselves and in most cases from among the members of the original

village family, so long as any member of that family who is not unfit (§ 58), is a tenant of the village. In ordinary circumstances the heir of a deceased headman is entitled to succeed him—in the subordinate estates, the terms of his patta provide for this—and even after an ejection, the villagers and generally a special class among them especially the original village family who in Mundari khuntkatti villages are the bhayads, have a reversionary right to the headmanship. The only right of the zamindar is to approve the nominee to fill a vacancy due to an ejection, or rather he is entitled in most villages to disapprove of a nominee but only because of physical, mental or moral defects. In practice however if no control is exercised by the Deputy Commissioner the zamindar will, if he does not forcibly retain the village khas, ignore the selection of the villagers from among themselves, or from among the original village family as the custom may be and will be able to impose on them any outsider he pleases, salami being his chief consideration. The result must be that instead of being, to use the language of the Board in 1879, "one of the hereditary raiyats" and *primus inter pares*, the new headman will "hold for profit" and there is a complete change of relations between headman and tenants. I would again draw attention to the two cases of Edelbera in Pir Porahat and Hatnatodang in Kera (§ 362). In the former the zamindar for a heavy salami made his muharrir headman of a Sonthal village. The headman, being landless there, promptly demanded a portion of his lands from each tenant, and again when a jot became vacant, settled it with his own son against

Deplorable results of breaches of the custom by irregular appointment of headmen.

the wishes of the nephew of the last holder. The zamindar when appealed to was deaf to the entreaties of the aboriginal tenants that he should not infringe custom by placing a diku and an outsider over their village. In the Kera case, Kasinath Pradhan, an outsider, was made headman in the early days of the management under Act VI of 1876, and in a few years had made such endeavours to seize lands that at the rent settlement he was a party in 34 out of 42 disputes in the village! They are not altogether isolated cases. It is thus a matter of the utmost moment to the members of the village community that the headman should be regularly chosen according to custom from among themselves, as in no other way will they retain even their lands, not to say their peculiar customary rights, intact.

464. By universal custom, as has been said, a headman is succeeded by his male heir, the zamindar having no voice at all in the matter. There is,

An unprejudiced arbiter is required in doubtful cases of fitness (§ 58).

however, a vague provision that if the heir is unfit, his heir shall succeed. I have not come across a case where any difficulty arose, the family arranges in such circumstances, and there is no precedent for interference by the zamindar. But it is obvious that here is an opening for an astute or necessitous zamindar. Already salamis have been demanded on ordinary successions which are quite unjustifiable and it may be taken for granted that doubtful cases will always be placed under contribution. There is thus an additional reason why there should be an unprejudiced arbiter.

465. I have referred, hitherto, only to the relations likely to subsist between the tenants and a headman irregularly placed over the village by a zamindar. The relations between the zamindar and such a headman will practically be that of master and servant, or at all events the latter will be the creature and agent of the zamindar. In either case the headman instead of being the protector of the tenants' interests, must actively support the zamindar against the tenants. It is unquestionable that the recent exactions of the zamindar of Khas Porahat in the Sadant Pirs have only been possible because the remaining headmen were frightened into the idea that rightly or wrongly he would be able to eject them. Similarly some of the Mankis, seeing that the zamindar ignored two Maukis and refused to give them their share of the rent though they were rightfully entitled to it and fully earned it, instead of being as formerly and like the Mankis of Bandgaon the bulwark of the rights of their race, stood idly by while the zamindar's amla exacted unheard of payments and particularly bethbegari from the tenants of their pirs (§ 50). If the zamindar appoints the headman or Manki or if they are dependent on the zamindar in any way, they will be transformed from buffers and bulwarks to engines of oppression.

466. If the zamindar after ejecting a headman, adopts the second method of dealing with the village and retains it khas, not only will the village community which is so extensively found in the pargana be destroyed and the village family and the villagers be wrongfully deprived of the headmanship which is their right, but some of the results are or are likely to be :—

- (2) Right to retain a village khas means a right to destroy the village community.
- (i) Where the headman's consent is by custom necessary, the zamindar's consent will be required. This involves a journey to Chakardharpur and almost certainly payment to him and to his amla.
- (ii) Where no consent was necessary, *e.g.*, to clear waste, the zamindar will insist upon his consent being taken. This has been found in several cases already. On the analogy of some sadant villages where the consent of the headman was required, payment will be exacted.
- (iii) A large number of zamindar's subordinates some of them up-country-men who have since Dasai Manki's days been so detested by aborigines for their rapacity must be kept to fatten on what they can squeeze from the raiyats.
- (iv) Salami will be taken in all cases from the tenants. In most villages no salami has ever been taken by the headman. Where it has been taken, it will now be taken at much higher rates than would ever be given to a headman.
- (v) Where there is no jungle, payment will be exacted for dead trees. In Porahat Pir the zamindar has already wrongfully appropriated trees of this class in villages near his residence.
- (vi) Full rates will be charged for new cultivation from the outset though in half the pargana no payment at all is customary during the period of the current assessment of the village, and in the rest payment is realisable only at half or quarter rates from a date varying from the third to the eighth year after the land is ready.
- (vii) The zamindar will buy up jots in cases where he is decree holder whereupon—
- (a) he will hold them khas contrary to the custom of the pargana (§ 152) and once this is done bethbegari in some form or other is a certainty. I have already discussed fully the question in Porahat and Kera, but even in Anandpur, where the zamindar is liberal, raiyats of a khas village complained that bethbegari was demanded, though it was commuted so recently as the rent settlement of 1903; and



(b) the zamindar will settle such lands with outsiders, almost certainly, with the person who gives the highest salami, though the consent of the tenants is by custom also always necessary to the introduction of an outsider into the village, and is, especially among aboriginals, most cautiously and sparingly given.

(viii) As regards other vacant lands, they will not be distributed according to village custom. This will affect all classes but particularly aboriginals. The zamindar will ignore claims based on custom and keep the best vacant lands, by right the property of the village community for himself (even if he does not adopt more objectionable measures to secure them) and will settle the remainder with the highest bidder. Nothing could be more opposed to custom. The right to succeed to vacant lands follows principles similar to those obtaining in the Sonthal Parganas. If the heir and relations of the last raiyat refuse the land the other villagers have in all cases a preferential claim to it. In diku villages as a rule no special class of villagers has a preference over their fellow villagers. On the other hand in aboriginal villages, it is exceedingly exceptional that land may be given to a diku at all. In Ho and Mundari villages only Hos and Mundaris respectively may be given vacant lands, unless very rarely a resident diku may be given such lands as all resident aboriginals have refused. If an outsider is to be introduced—and none may be introduced without consent of the panchayat—he must in aboriginal villages be an aboriginal and (though Sonthals readily admit Hos) generally an aboriginal of the tribe which founded the village.

(ix) Where there is jungle he will sell from it, even if he has no right to do so, irrespective of whether a supply is left for the tenants; he will be in a better position to exact cesses on fruit and lac-producing trees where cesses are not due, or at enhanced rates where there is a customary tax on lac and tasar, and will even prevent the villagers from exercising their rights to forest produce free and without permission, or, as the zamindar of Khas Porahat attempted recently, debar them from all use of the jungle without his consent. Among these people village Hampdens do not arise to thwart the oppressor—the unrest takes hold of the whole people, particularly when it is a question of jungle rights.

467. If it is urged that the Courts will sufficiently protect those rights,

The record of rights alone will not protect the tenants.

especially now that a record-of-rights has been prepared, it seems to me that such a view is exceedingly sanguine. I have no doubt that the tenants of this pargana, dikus as well as aboriginals, will infinitely prefer to submit to oppression to joining issue "with a Raja" in the Courts. They are anything but litigious, indeed if they turn up at all in response to a summons it is quite likely that they do so a day or two late, an excuse being given that their presence was required elsewhere at a festival or to sell cocoons. Sometimes a brother will turn up and thinking no evil proceed to give evidence

Character of the people. as if he were the person summoned. Even when evidence is given, the witness will answer wildly to save himself trouble, and the most truthful aboriginal will break down hopelessly under the simplest cross-examination. Litigation too is a luxury which is beyond their means. They regard it as an expensive lottery where the chances are dead against them. It seems to me that this area to which Government was unwilling, after it became a part of British India, to apply even all the laws extended to the Kolhan should have its civil

Suggestion as to civil suits. suits tried exclusively by a special experienced Deputy Collector or Munsiff who has had settlement experience in Chota Nagpur and who understands Mundari. As

long ago as 1839 the Agent to the Governor-General reported that it was particularly desirable to seize the opportunity of placing these people inhabiting the only part of the Kol country not under our direct management under the Assistant Agent who is now represented by the Deputy Commissioner. That course was then adopted, and repeated after the Mutiny (§ 463) for the same reasons, but the effect of the change wrought by Act II of 1893 and in Khas Porahat by the grant to a private zamindar, on the actual position of the

Further claims of this tract and its people to special legislation.

least advanced of the Horo peoples and the races interspersed with them, who have always looked to the Sarkar in the dual capacity of Government and landlord, and whose claims to their lands are based on the custom of their country or tribe (cp. section 12, Regulation III Sonthal Parganas of 1872) seems hardly to have been fully understood or adequately provided for. They are now under Act I (B.C.) of 1879, and in administering that law the Courts are impatient of custom, relying on the High Court decision that that Act is a complete code in itself. It is not too much to say that if matters are left in their present state, headmen will shortly be reduced to the position of agents or will have altogether ceased to exist and in their downfall will be involved the fate of the tenants, already sullenly resentful, with consequent agrarian troubles, a result which the administration cannot afford to contemplate with equanimity and which will not be creditable when it may so easily be avoided. "When the present tendency (to replace mundas by khas management) is extended to the Kolhan Pirs, there is," rightly remarks Mr. Moberly, "likely to be trouble."

I have already referred to the case of Pargana Palaman, in which when Raja Gānsham Singh of Deo, donee of the pargana, similarly interfered with the under-tenure-holders, Government found it necessary to resume the pargana. In the present case action so drastic is not essential unless the zamindar insists on taking salamis and otherwise attempting to evade the conditions of his deed of grant and the remedy advocated by me with periodical adjustment of the rents of the village under Government agency (§ 461) should be sufficient.

468. (c) The third point is with regard to the *police powers of Mankis and headmen*. The police powers of Mankis are, as in the Kolhan, very important. Moreover Mankis (§ 50) enjoy a prestige among their tribesmen which is very valuable. Everywhere the headman has police duties and is bound to report at the thana all offences and to arrange for rasad, and in the Kolhan Pirs there are no longer any chaukidars, the experimental introduction after the Birsa disturbances having pressed so heavily on the people that it had to be abandoned, while in some other parts of the pargana distant from bazars and railways the chaukidar is useless for round duty, and his pay is a heavy burden on the community, so that he need not be retained. If Mankis and mundas look solely to the zamindar for appointment, dismissal, and pay, they can hardly reach the highest state of efficiency in this respect since they must be more desirous of pleasing him than of doing their duty, should the two conflict.

(c) to secure the efficient discharge of their police duties by the Mankis and headmen.

469. (d) The fourth point is that in *dealing with forest matters, the services of the headmen and Mankis are required and can only be effectively utilised if they are subject to departmental control*. Reserved forest exists in Khas Porahat and all the other zamindars are desirous of being placed on a similar footing. There are protected forest blocks in Khas Porahat, and if the benefits of the Forest Act are to be given to the other zamindars to enable them to form reserves, any arrangement made must be regarded as a partition, so that the rest of the jungle must be left to the tenants, when of course part of it ought to be constituted 'protected forest,' otherwise it will speedily disappear. In both cases it would immensely simplify both fire protection in the reserved jungle, and the management of the protected forest if the headmen were made responsible for carrying out certain duties. The advantages of control are too obvious to require discussion. The Mankis are already bound to take care of the jungles "*jis se bihtari sabka hove*", but as the jungles in Khas Porahat are under the Forest Department and the Mankis are paid through the zamindar who is generally at

(d) to secure efficient aid from them in forest matters according to custom.

variance with the Department, the Mankis cannot usefully be asked for assistance. In the undemarcated protected forest of Khas Porahat again, the only agency whereby any control at all on the forest can be effectively exercised, is the munda, and if he is subordinate only to the zamindar, to employ him will not be beneficial but baneful.

470. The tenure and position of the Manki and the headman have grown up naturally and are alone acceptable to backward people who require a representative and prefer the person who is entitled to that position. The existing Mankis and headmen have moreover very important rights which must be safeguarded. The zamindars will not be prejudiced inasmuch as they are entitled to practically

Zamindars will not be prejudiced. nothing from the village except the assessed rent on cultivated lands, so that it cannot matter to them who is headman or how he is selected. The only possible objection they can have is that they will be deprived of the power to exact salamis which are not legitimate revenue, and of the opportunity of depriving tenants of their rights. It appears to me, therefore, that the control of appointments and ejections of Mankis and headmen should be placed in the hands of the Deputy Commissioner who would personally deal with such cases as arise on the lines of custom as shown in the village note. Once certainty is established in place of the wild uncertainty which has succeeded the change of Porahat from a tributary state to a zamindari in British India

The work is familiar to the Deputy Commissioner of Singhbhum and will not be arduous.

the Deputy Commissioner will find that his duty to which in fact he is accustomed in his dealings with the Kolhan, will be far from arduous, as few contested cases will arise, once the enactment takes effect. Successions of a son or heir need merely be reported by the Manki, and judging by the experience of Government, a case in which the principles stated in question 30 must be applied, will, once certainty is established, only arise once or twice a year. But in Khas Porahat one out of three headmen (45 out of 135) have been ejected since 1900, many times the number ejected by Government in the whole estate in six times that period (1860—1896). It

Power to reinstate headmen ejected since 1900 is essential.

will be essential, therefore, that powers should be given to the Deputy Commissioner to reinstate such headmen as, having been ejected since 1900 contrary to custom, have to use the words of section 17 (a) of Regulation III of 1872 "a fair and equitable claim thereto" and in the other villages where by custom there must be a headman, to select a headman in accordance with the custom of the pir. The zamindar of Khas Porahat himself has informed me that he is desirous, in view of the finding of the record-of-rights, that the Deputy Commissioner should be the deciding authority, and that his decision should be final. It seems to me essential that it should be so, and certainly there is no tenant in the pargana who would not welcome such a consummation.

471. I would add here that at the same time summary powers should be given for the realisation of the rent from the headmen. I would advocate the certificate procedure. It must be remembered that whereas in Porahat, the headman's own jot, generally his ancestral land was as at present in Seraikela and Kharsawan, security for the rent of the village, his holding, if it is raiyati, can now only be sold under Act V (B. C.) of 1903 for arrears of rent accruing on it, while if he is a Mundari khuntkattidar, his individual tenancy cannot be sold at all. Though as a matter of fact, mundas who are Mundari khuntkattidars never fall into arrears and though, as already shown, admittedly arrears are practically unknown, except where there has been oppression by the rent-receiver, it is expedient, I think, that when appointment and ejection of headmen is controlled by the Deputy Commissioner, the latter should realise the assessed rent of the village from them, if not in all cases, at least when asked to do so by the zamindar. This would also have the further good effect of making amlas unnecessary to the zamindar.

472. The next point of importance is the question of occupancy rights. It is undisputed and indisputable that in Pargana Porahat all cultivators had an occupancy right in all land from the moment they began to reclaim it, or

from the moment it was regularly settled with them as vacant land, and by custom have without dispute the same right still. The distinction between occupancy and non-occupancy raiyat is foreign to the pargana. It may be argued that as a result of the extension of Act I (B.C.) of 1879 to the pargana, such rights have been lost and that under section 6, no occupancy rights accrue until a cultivator has been in possession for 12 years. Land which is a raiyat's own reclamation is known in the pargana as khuntkatti, naia jamin, naia chash, etc., and but rarely, if ever, by any of the terms, except korkar, used in the last paragraph of section 6. The result is that if such an interpretation of the Act is correct even the occupancy right in new reclamation has been taken away! Personally I consider that the wording of the section only means that raiyats in occupation of land for 12 years have under the section, and others also may have, an occupancy right, but it is exceedingly important that the matter should be placed beyond dispute, since some courts have held the opposite view. A law which has the effect of despoiling a reclaimer of his occupancy right would be most unjustifiable. The mere application of the principle of the 'settled raiyat' would not be sufficient in a jungle area where there are so many incipient or partially cultivated villages.

Necessity of bringing the law into conformity with custom as to right of occupancy.

473. The following among other alterations in the Act appear essential to bring it into line with rights and customs in this pargana to which it has hitherto been applied without the necessary alterations:—

- (i) Section 6. A right of occupancy should accrue in mān land, if the person holding it as mān had an occupancy right in it, before it was made mān (remission), e.g., if it was ancestral reclamation.
- (ii) In section 6 (last paragraph) and section 19 should be added to the list after 'ariyat' "and every raiyat who holds land which has been reclaimed from jungle or which has been embanked from upland or otherwise rendered suitable for rice cultivation by himself or any person from whom he has inherited shall have a right in occupancy in such land," etc. As already explained such land in this pargana is known by various names such as 'khuntkatti' 'naya zamin or chash' 'korkar,' etc., and everywhere there is by custom a right of occupancy in it.
- (iii) In section 19 of the Act a definition of 'khuntkatti' is essential. On the showing of the Deputy Commissioner in 1875, the pargana contained lands known as 'khuntkatti,' but in Mr. Taylor's rent settlement no attempt was made to discover them, presumably because in a feudatory state to which section 19 did not apply, the rent was enhanced in 1880, though by coming under Act I of 1879 "tenants of lands known as khuntkatti" again regained the privilege of non-enhancibility if they had lost it. Again in the absence of definition the question had to be left open on the present occasion. I am of opinion that the definition of khuntkatti should be on the lines of that of "Mundari khuntkattidari tenancy" subject of course to elimination of the tribal ideas which are peculiar to Mundaris and not essential to khuntkatti.
- (iv) Section 10B. In this pargana, as elsewhere, some elasticity in regard to transfer of holdings is required in favour of persons who emigrate to the Assam and Duars labour districts.\* In the Kolhan Pirs, the lands are left in trust with a relative or sometimes with the munda who takes the produce and pays the rent on condition that he will return the lands when the emigrant comes back. Even under Act VIII of 1885 which refers to districts where such a contingency is rare, section 87, clause 8 gives some protection. In Chota Nagpur a period

\* Recruiting from this pargana to Assam should be on the same lines as from the Khunti subdivision and the Government Kolhan, that is, under Chapter IV of Act VI of 1901 only, and not under Chapter III also.

- equivalent to the maximum term of a labour contract, together with 15 months to cover journeys and the probability of an extension of stay in Assam, should be allowed before rights to holdings are lost. And in any case a transfer without consideration to a relative (father, son, brother or first cousin on the father's side or the nearest male heir of the cultivator) should be permitted in all cases, with retrospective effect.
- (v) In Pargana Porahat it is admittedly not customary for a samindar to have khas-jot, except in his headquarters village and there is no privileged proprietor's land of any kind. The *onus probandi* should be thrown on the zamindars and also on the headmen that any land which they claim as nij-jot is such. The point is very important in the case of headmen also, since a provision to this effect would prevent them from appropriating more than their fair share of vacant lands.
- (vi) Section 32A. It is needless to point out that this provision makes it practically impossible to obtain lands for sites for houses. Apart from that, its provisions in relation to holdings used for agriculture are dangerously vague and wide. If the section is to be retained to meet cases of transfer of holdings for building purposes, the other provisions of Act VIII of 1885 should be added. At present, it might be argued that the custom by which a tenant builds his house on his upland, takes earth from his holding for building purposes or plants a number of fruit trees on his land brings him within the provision. The Privy Council ruling of May 1907 is salutary, but as it was under Act VIII of 1885 the Courts will probably refuse to extend it to Chota Nagpur.
- (vii) Whatever may be the objections to such a course in other districts, the necessity of applying a provision analogous to section 183, Act VIII of 1885, safeguarding custom and customary rights, to this pargana is beyond question, as in it practically all rights are based on custom, few, if any, on contract and few on express provision of law, and the customary rights are now known. Most of the provisions of section 178 of that Act are also required.
- (viii) An express provision is required prohibiting the ejection of any tenant including the headman except in execution of a decree, with powers to the Deputy Commissioner to reinstate such tenant after summary enquiry began within 18 months of ejection. Provision should most certainly be made for reinstatement before 1st January 1910 by the Deputy Commissioner on application or on his own motion of headmen wrongfully ejected since 1900. Appeals should be to the revenue authorities whose decision should be final and *res judicata*.
- (ix) Rents of the headmen should be made payable by postal money order, and it should be made permissible, if it is not so already, to deposit them in the Treasury to the credit of the landlord, the deposit being held to be lawfully made till the contrary is proved.

**APPENDICES.**

## APPENDIX I.

### FORM OF THE RECORD-OF-RIGHTS.

#### *The Manki.*

1. Who is the Manki?
2. What are his duties?
3. Is he liable to ejection?
4. If so, under what circumstances?
5. In such a case what custom is observed in appointing a successor?

[Note.—'Successor' has unfortunately been translated by *waris*, but the question answered is that given in English and a note is made in the record (15).]

6. Has a Manki ever been dismissed in this *pir*?
7. Does he hold under a *patta*?
8. If so, what are the terms?
9. Is he entitled by custom to get a *patta*?
10. What is his remuneration?
11. Has the office always remained in the same family?
12. If not, what changes have taken place and by what circumstances were they caused?
13. Whilst the office remains within the same family, does it devolve by a regular rule of succession, or is the most suitable member of the family selected on each vacancy?
14. In the latter case, who makes the selection?

#### *II.—The headman (Munda, Pradhan, Ganju or Thikadar).*

15. Who is the headman?
16. Does he hold under a *patta*?
17. If so, what are the terms?
18. Is he entitled by custom to get a *patta*?
19. Has he a right to be re-appointed† at the next settlement if he has observed the conditions of the *patta*?
20. Is he a descendant of the original settlers in the village?
21. If the office† has not always remained in the same family, what changes have taken place, and by what circumstances were they caused?
22. Whilst the office remains within the same family, does it devolve by a regular rule of succession, or is the most suitable member of the family selected on each vacancy?
23. In the latter case, who makes the selection?
24. What are the rights and duties of the headman as regards police matters, collection of *rasad*, trees, jungle and waste lands, construction and repair of schools and alienation of his office?
25. Can the rent payable by him be enhanced during the currency of the settlement? If so, on what grounds?
26. Is he entitled to claim a reduction of such rental during the currency of the settlement on the ground of *fauti* (death), *ferari* (desertion), flood or drought?
27. Is he liable to ejection?
28. If so, under what circumstances?
29. To what penalties is he liable for non-payment of rent on due dates?
30. If a headman is dismissed,† what custom is observed in appointing† a successor? Is selection limited to residents or to aborigines if fit persons are available?
31. Has a headman ever been ejected from this village?
32. Has this village ever been held *khas*, *i.e.*, without a headman?
33. Is the headman entitled by custom to get receipts for payments made by him to the *samiandar* or tenure-holder under whom he holds?
34. What is his remuneration?

† *Note.*—These terms, as shown in the report (§§ 62, 242) do not quite correctly represent the headman's position which is rather a tenure from which he can be ejected only by the Court.

#### *III.—Khuntkattidars.*

35. Are there any *Mundari khuntkattidars* in the village? If so, who?
36. Are there any tenants, other than *Mundaris* who are entitled to special privileges on the ground that they are descendants of the original clearers of the soil?
37. If so, to what special privileges are they entitled?

#### *IV.—Tenants.*

38. Can any class of cultivator in this village clear waste land without permission?
39. Whose permission is required by those not so privileged?
40. When the headman makes a settlement of waste land, is the consent of any other person necessary?
41. Has any class of persons a preferential right?



2. Is salami taken ?
43. Are reclaimed lands held rent-free for any number of years ? If so, for how many years ?
44. What is the procedure when the term ends ?
45. To whom must notice of relinquishment of land by cultivators be given ?
46. Who makes settlement of vacant lands ?
47. Is the consent of any other person necessary ?
48. Is there any custom that vacant land should be first offered to residents of the village in which it is situated ?
49. In the matter of settlement of vacant lands have the aborigines and, if so, what class of them prior rights to dikus ?
50. When vacant land is settled with a raiyat—
  - (i) Is salami taken ? If so, in what cases ?
  - (ii) Is the rate of rent enhanced ?
  - (iii) Is he treated precisely as an old raiyat ?
51. What is the prevalent idea as regards occupancy right ?
52. Is any difference recognised between the rights of a Pahi (non-resident) and Dehi (resident) cultivator ?
53. Is rent paid for homesteads, fruit groves, water stores, threshing floors, and manure pits ?
54. May a threshing floor or manure pit be made by a cultivator outside his holding ?
55. If so, under what conditions ?
56. Can a cultivator convert his upland into rice land without permission ?
57. Can a cultivator make tanks and bandhs without obtaining the consent of the zamindar or tenure-holder or village headman ? If so, in what lands ?
58. Who is liable for maintenance of tanks and bandhs ?
59. Can a cultivator plant trees without permission—
  - (a) on his holding ?
  - (b) outside his holding ?
60. If not, whose permission is necessary ?
61. How can a raiyat be ejected ?
62. If a raiyat's holding is sold up, does he lose his house as well ?
63. Can the rate of rent be enhanced during the currency of the settlement ?
64. Can a raiyat sell his holding ?
65. Mortgage it ? Is the consent of the landlord necessary ?
66. Sub-let it ? If so, to what restrictions is he subject ? Is the consent of the landlord necessary ?
67. Otherwise dispose of it ?
68. Is a raiyat entitled to—
  - (i) Patta ?
  - (ii) Rent receipt ?

*V.—Sairat.*

69. A *Jalkar* (fisheries). Who has any right to fish in a bandh or stream in the village ?
- B *Bankar* and *Phalkar*.
70. Where do the villagers get—
  - (a) Fuel ?
  - (b) Timber for construction and repair of their houses ?
  - (c) Timber for the construction and repair of their agricultural implements ?
  - (d) Timber for the construction and repair of the implements of their trade ?
  - (e) Sabai, chop-fibre, fruit and other uncultivated forest produce ?
71. Are they legally bound to make any payment ? If so, at what rates and to whom ?
  - (a) For the fuel and timber required for their own use ?
  - (b) For the timber required for the construction of agricultural implements ?
  - (c) For the timber and fuel required for use in their handicraft ?
  - (d) For mahua taken for their own use ?
  - (e) For mahua taken for sale ?
  - (f) For fruit taken from trees standing on their own holdings for their own use ?
  - (g) For fruit taken from trees standing on their own holdings for sale ?
  - (h) For fruit taken from jungle or waste lands for their own use ?
  - (i) For fruit taken from jungle or waste land for sale ?
  - (j) For other uncultivated forest produce (state details) ?
  - (k) For other uncultivated forest produce taken for sale. (If so, state details) ?

72. What are the rights of a villager in trees or bamboos planted by himself or his ancestor?—

- (a) Has he an exclusive right to the enjoyment of leaves and fruits?
- (b) May he sell the leaves and fruit?
- (c) May he sell bamboos?
- (d) May he cut such trees green—
  - (i) if fruit-bearing?
  - (ii) if not fruit-bearing?

- (e) Has he an exclusive right to the dead wood?
- (f) May he sell the timber either green or dry?

73. Who may enjoy the leaves and fruit of self-sown trees generally—

- (a) on cultivated land?
- (b) on homestead land?
- (c) on waste land or in jungle?

74. Is there any special custom (and if so, what) regarding the produce of—

- (a) mahua trees?
- (b) any other trees?

75. Who may enjoy the timber of self-sown trees?

- (a) on cultivated land?
- (b) on homestead land?
- (c) on waste land or in jungle?

76. What trees are usually spared in clearing land for cultivation?

77. Is any permission of either zamindar or headman necessary—

- (i) to the cutting of any tree—
  - (a) in clearing land?
  - (b) for the construction and repair of houses?
  - (c) for the construction and repair of agricultural implements?
  - (d) for the construction or repair of implements of trade?
  - (e) for fuel?

- (ii) to the collection (*lens ka wats*) of sabai, chop—fibre, fruit and other uncultivated jungle produce?

78. Is custom opposed to the cutting of any particular species of trees, unless absolutely necessary?

79. What are the rights of the zamindars as regards sale of—

- (a) timber?
- (b) fuel?
- (c) other uncultivated forest produce?

80. What are the rights of the tenants as regards sale of—

- (a) timber?
- (b) fuel?
- (c) other uncultivated forest produce?

81. What is the custom regarding trees in jahiras?

#### Lac.

82. Is lac cultivated in this village?

83. On what kind of trees?

84. Is the cultivator legally bound to make payment to zamindar or headman for the cultivation of lac—

- (a) on self-sown trees?
- (b) on trees planted by himself or his ancestor?

85. At what stage does the cultivator become liable to make it?

86. What are the rates?

87. Has a tenant to obtain permission to cultivate lac on trees?—

- (a) planted by himself or his ancestor?
- (b) self sown trees—
  - (i) in jungle or in waste land?
  - (ii) on his own land?
  - (iii) on the homestead land of another raiyat?
  - (iv) on the other land of another raiyat?

88. Do the inhabitants of other villages cultivate lac in this village? If so, how are trees allotted to them?

89. What other customs exist with regard to the distribution of trees?

*Tasar.*

90. Is *tasar* grown in this village ?
91. Is the cultivator legally bound to make any payment to zamindar or headman ?
92. If so, at what rate ?
93. Do the inhabitants of other villages cultivate *tasar* in this village ?
94. If so, is there any difference in the rate payable by them ?
95. How are the trees distributed ?
96. Are the fees collected *khas* ?
97. If not, what remuneration, if any, does the headman receive for making collection ?
98. Have the villagers the right to graze their cattle free of cost in all the jungle and waste lands of the village and on the cultivated lands of the village whilst such are temporarily fallow ?
99. Have they similar rights over the lands of the neighbouring villages ?

*C.—Minerals.*

100. Can a villager use the minerals of the village—
  - (a) for himself ?
  - (b) for sale ?
  - (c) in the pursuit of his occupation ?
101. Is he entitled to the free use of minerals—
  - (a) for himself ?
  - (b) for sale ?
  - (c) for the purpose of his occupation ?
102. If not, at what rates does he have to pay when he takes them ?
103. Can a villager utilise the earth of his holding for making bricks for his house ?
104. Can he take limestone to turn it into lime for his personal use ?
105. Is any one's consent necessary ?
106. What is payable, and to whom ?
107. Can he take it for sale ?

*VI.—Miscellaneous incidents.*

108. Is the headman or any villager or any class of villagers legally bound to pay any of the following dues ? If so, to whom and at what rate ?—
  - (i) *chapparbandi*.
  - (ii) *tantkar* (on looms).
  - (iii) *kamarkar* (on iron workers).
  - (iv) *kumharkar* (on potters).
  - (v) *ghanikar* (on oil presses).
  - (vi) *mahalikar* (on basket makers).
  - (vii) *dalakar* (dues realised from traders who barter goods or paddy).
  - (viii) *patta-salami*.
  - (ix) *dasahara salami*.
  - (x) *dasahara* or *jantal* goat.
  - (xi) *shadikar* (on bridegrooms).
  - (xii) *kulikar* (on returned emigrants).
  - (xiii) any other dues (to be specified below).
109. Are they legally bound to render *bethbegari* (forced labour) ? If so, state details.
110. General remarks.

## APPENDIX II(A).

## NOTIFICATION.

*No. 5282 L.R.—The 30th November 1905.*—In exercise of the powers conferred upon him by section 101 (1) of the Bengal Tenancy Act, VIII of 1885, as extended to the Chota Nagpur Division, excepting the district of Manbhum, by Notification No. 721 L.R., dated 9th February 1903, published at page 172 of the *Calcutta Gazette* of the 11th idem, the Lieutenant-Governor of Bengal is pleased to direct that a record-of-rights shall be prepared in respect of all lands in the Porahat Estate and its allied tenures of Anandpur, Kera, Bandgaon and Chainpur, and also in villages Sitahaka, Simidiri, Samrai and Dalki, the property of the Chief of the Kharsuan State in the district of Singhbhum.

The particulars to be recorded in the record-of-rights shall be the following:—

(a) the customary rights, powers and duties of the zamindar or tenure-holder and in particular his right—

- (i) to levy *Dalkati*, *Tantkar*, *Kamarkar*, *Dalakar*, *Lahkar*, *Mahukar*, *Patta Salami*, *Dasahara* and *Jantal* goats, *Jangalkar*, *Ghanikar*, *Mahalikar*, *Shadikar*, *Kulikar*, and other dues of a like nature and the rates at which he is by custom entitled to levy such dues;

- (ii) to exact Bethbegari or forced labour ;
- (iii) to cut fruit-bearing and other trees and to obtain jungle produce either for his own use or for sale ;
- (iv) to grant or refuse permission to headmen and tenants to make bāndhs and tanks ;
- (v) to dismiss and appoint headmen ;
- (vi) to eject tenants ;
- (vii) to grant or refuse settlement of waste or vacant lands to tenants ;
- (viii) to fisheries ;
- (ix) to accept or refuse relinquishments of their holdings by tenants ;

(b) the status, rights, powers and duties, according to custom of the village headmen known by the name of Mundas, Ganjhus, Pradhans or Thikadars and in particular—

- (i) whether they are entitled to hold at fixed rates as khuntkattidars ;
- (ii) whether they have a right to be reappointed at the next settlement if they have observed the conditions of the patta and the record of-rights ;
- (iii) their power as regards the settlement of waste and vacant lands ;
- (iv) their power to grant or refuse permission to tenants to make tanks and bāndhs ;
- (v) their power to accept or refuse relinquishments of their lands by tenants ;
- (vi) their power to eject tenants for non-payment of rents ;

(c) the customary rights and duties of tenants and, in particular, their right—

- (i) to hold homesteads, fruit groves, water stores, threshing-floors and manure pits rent-free ;
- (ii) to sublet their holdings ;
- (iii) to settlement of waste or vacant lands according as they are aborigines or non-aborigines, resident or non-resident ;
- (iv) to reclaim lands and to convert uplands into embanked rice lands and to hold newly reclaimed lands at special rates ;
- (v) to the fruit, leaves and timber of fruit and other trees according as they stand within their holdings or on village waste land or were self-sown or planted by themselves, their ancestors or others ;
- (vi) to cut or otherwise use trees in *jahiras* or *sarnas* ;
- (vii) to obtain timber, firewood, bamboos, leaves, stone and other jungle products for their own use or for sale, either raw or manufactured from the jungles in their own or other villages ;
- (viii) to rear lac and silkworms ;
- (ix) to graze cattle in their own or other villages ;
- (x) to fisheries ;
- (xi) to make tanks and bāndhs ;
- (xii) in mango and other groves ;

and their duties as regards—

- (i) repair of tanks and bāndhs ;
- (ii) performance of labour free or at special rates for the zamindar or tenure-holders

(d) Nature and extent of the rights of Government and of private persons in or over the forest produce or waste land as referred to in Notification No. 3586 Forest, dated the 17th July 1894, published at page 779, Part I of the *Calcutta Gazette* of the 18th idem, and as provided by section 28 of the Forest Act ;

(e) any other custom or matter regulating the powers, rights and duties of the zamindars, headmen and tenants in general.

## APPENDIX II(B).

### NOTIFICATION.

No. 955 T.R.—The 30th April 1906.—In exercise of the powers conferred upon him by section 101 (1) of the Bengal Tenancy Act, VIII of 1885, as extended to the Chota Nagpur Division, excepting the district of Maubhum, by Notification No 721 L.R., dated the 9th February 1903, published at page 172 of the *Calcutta Gazette* of the 11th idem, the Lieutenant-Governor of Bengal is pleased to direct that, in addition to the particulars to be recorded in the record-of-rights which is being prepared in respect of all lands in the Porahat Estate and its allied tenures of Anandpur, Kera, Bandgaon, and Chainpur, and also in villages Sitahaka, Simidiri, Samrai and Dalki, the property of the Chief of the Kharsawan State in the district of Singhbhum, in accordance with Notification No. 3282 L.R., dated the 30th November 1905, published on pages 1995-96, Part I of the *Calcutta Gazette* of the 6th December 1905, the following shall be recorded—

“(f) The right of tenants to hold lands on special condition as Khuntkattidars.”

## APPENDIX III(A).

*No. 3283L.R.—The 30th November 1905.*—Under section 3(17) of the Bengal Tenancy Act, VIII of 1885, as extended to the Chota Nagpur Division, except the district of Manbhum, by Notification No. 721L.R., dated the 9th February 1903, published at page 172 of the *Calcutta Gazette* of the 11th idem, Mr. A. N. Moberly, i.c.s., Joint-Magistrate and Deputy Collector, is authorised to discharge the functions of a Revenue-officer, under the provisions of that Act so far as they relate to Revenue-officers, for the purposes of the preparation of a record-of-rights in the Porahat Estate and its allied tenures of Anandpur, Kera, Bandgaon, and Chainpur, and also in villages Sitahaku, Simidiri, Samrai and Dalki, the property of the Chief of the Kharsuan State, in the district of Singhbhum.

He is also vested with the powers of a Settlement Officer under Rule 1, Chapter II of the rules under the Bengal Tenancy Act, for the Chota Nagpur Division, except the district of Manbhum, in respect of the said estate and its tenures and the villages.

*Note.*—The notification applies to the whole of pargana Porahat except the "railway lands" which are not within the "Porahat Estate."

## APPENDIX III(B).

## NOTIFICATION.

*No. 2818L.R.—The 7th November 1906.*—In the same terms as Notification No. 3283L.R., of 30th November 1905, Mr. T. S. Macpherson, i.c.s., Joint Magistrate and Deputy Collector, is appointed "*vide* Mr. A. N. Moberly, i.c.s., on leave."

## APPENDICES III (C) AND III (D).

*Notification—No. 146T.R., of 20th April 1906*—Regarding Babu Rajani Kanta Sen Sub-Deputy Collector, and Notification No. 138L.R., of 8th January 1907, regarding Babu Jyoti Prasad Das, Sub-Deputy Collector, are in the same terms as the Notification detailed in Appendix III (A).

## APPENDIX IV(A).

*Translation of Patta of Khas Porahat Estate (including Bandgaon) in the settlement of 1880-81.*

In accordance with your expectation, thika has been given to you of village \_\_\_\_\_ in \_\_\_\_\_ (name of pir), Pargana Porahat, extending to \_\_\_\_\_ bāls<sup>(1)</sup> from \_\_\_\_\_ the jurisdiction of \_\_\_\_\_ 1880-81 to 1899-1900, a period of 20 years, at the rate of Rupees four<sup>(2)</sup> per hāl of five khandis<sup>(3)</sup> paran. Every year, and kist by kist you shall pay to Government without objection Rupees \_\_\_\_\_ being the rent of your village according to the terms of your agreement. Out of the total rent realised, you shall take for your commission (*nala*)  $2\frac{1}{2}$  annas [and *manki nala*  $1\frac{1}{2}$  annas, total annas four per rupee<sup>(4)</sup>]. No excuse on your part of flood, drought or 'ferari' will be listened to—the Government rent will be realised from you without (right of) objection. Should the Government rent fall into arrears, Government will realise what is due by attaching and putting to auction whatever property you own. Should you fail to pay the rent on due date or your character (*asharan*) be bad, Government, having ejected you from the thika, will make settlement with somebody else. To the further assessment (*durra bandobast*) that Government will make after the expiry of the present one you have no (right of) objection. You shall be loyal to Government, and carry out all orders in accordance with the terms of the patta. Whenever any crimes, serious or trivial, occur in your elaka, you shall immediately arrest and produce the offender at the thana of Government with the stolen property, etc., and you shall not give shelter to any bad character in your village. Whenever an army or regiment of the sarkar arrives in your elaka, you will arrange for whatever rasad, etc., is required. And on such new cultivation (*i.e.*, embanked land) as will be made in your elaka, you will, till the expiry of the period, take (not more than) one rupee per hāl of five khandis paran. A list of parjas in the village of your thika, with particulars of the holding of each and the rent of it is given below this patta. [And you shall not in any way interfere with the land which has been given to (entered in the name of) the several raiyats at the time of assessment, but the entries have been made with the consent of yourself and your heirs<sup>(5)</sup>]. Therefore this patta has been executed to be of use in future.

[Then follows a statement of the area, the amount payable by the headman at each of the three kists in the Sadant Pira, and at the Magh rent day in the Kolhan Pira, and a specification of boundaries with a list showing tenants and the embanked land held by each with the rent thereon.]

## APPENDIX IV (B).

*Translation of patta of Kera Estate for the year 1880-81.*

**PATTA** in favour of Saugar Munda, etc.—In accordance with your expectation, the *pradhani thika* with a patta on the following conditions has been given to you for the period of 20 years, beginning from 1288 up to 1307, in respect of village \_\_\_\_\_, pargana Kera, zilla, etc.,

in accordance with boundaries entered below, the area of the lands being (on the basis of a measurement of a bigha by a rope 100 cubits long and 50 bighas, or fifty maunds paran to the hāl) 11·3 hāls (after excluding *gharbari* and *gora* (upland) and sugarcane lands, the remainder 11·8 hāls) at the rate of fifty rupees a hāl, producing a total annual rent of Rs. , and a *dasahara salami* of one rupee and two rupees *salami* at the time of taking the *patta* (for which *salami a patta* and *kabuliyat* will be registered in the sarkari dafter) in all Rs. , according to the *jamabandi* given below.

1. You must pay the zamindar (*sarkar*) the assessed rent each year, and kist by kist, without objection; if you fail to do so, you will be liable to legal proceedings. On the whole rental you shall take your *pradhani minhai* at the rate of two annas per rupee.

The Commissioner in forwarding copy of the patta asked the Deputy Commissioner to use his influence to have the patta and *kabuliyat* registered.

2. No excuse of yours for not paying the rent on the ground of *fauti*, *ferari*, flood, drought, or the like, will be listened to.

3. You shall not realise any rent from the raiyats at a higher rate than has been settled. When a raiyat prepares new cultivation, you shall not take rent for it for five years. After five years you shall take (rent) till the term of the *patta* at half the rate which shall have been settled for (old lands in) the pargana. You shall never take from the raiyats rent for *dihbari*, *gora* and sugarcane lands, and you shall not interfere with such trees (mahua mango, jack and other trees) as are in the possession of raiyats.

4. You shall not be able, without my consent, to alienate by sale, gift or settlement your *pradhani* rights.

5. Should any raiyat abscond or relinquish his holding, you shall be entitled to settle it with another raiyat at the current rate.

6. Should any outsider come and settle in your village, you may not take away the land of any old raiyat to give to him. Should he (new raiyat) reclaim any new lands, he shall enjoy them free of rent for the first five years, but after that period rent will be realised from him at half the current rate [and the rent will be realised by you and paid to me\*].

\*I do not find the clause in the original patta in some villages e.g., Hatnatodang.

7. Should an old raiyat desire to reclaim new land, he will be entitled to do so without either your permission or mine. Should you yourself desire to reclaim any new lands, you shall be able to do so, and hold them rent-free till the term of the *patta*. Should you let any part of your own holding to any new raiyat, you shall take for it the rent that has been assessed on it, and shall in no case enhance it.

8. You shall carefully guard the jungle and *rakha* jungle, the trees, mango, mahua, and jack, etc., which are within your borders. When the raiyats or you require (wood) for agricultural purposes, for house-building, or making carts, or for fuel, etc., you are entitled to cut all trees, except those in the *rakha* jungle, but without reason you may not damage any tree. If in the aforesaid village there should be (*rahe*) no thatching grass, bamboos, or timber, you shall be entitled to take them from other villages with my consent.

9. Should any wood, etc., be required for my house, you shall have it conveyed to me, free of cost, on payment of wages of labour (outting and carrying).

10. Whenever any crime, serious or trivial, is committed in your village, you shall inform me, and forthwith arrest and produce the offender before the police with the stolen property, etc., You shall not give refuge to any thief, proclaimed offender, or bad character. Should there be any negligence or lack of diligence on your part in the discharge of this duty, the responsibility will be upon you.

11. Should any Government troops come into my elaka, you shall have arrangements made for whatever rasad is required, and must carefully cause to be carried out at once, without objection, whatever order or orders of Government are issued to you.

12. After the expiry of the term of this settlement (*bandobast*) if you consent to the new rate that will be fixed by panahayat or in accordance with the law in force, and if you shall have faithfully fulfilled the above conditions, then the new settlement will again be made with you or your heir.

13. You shall take half of whatever income (sometimes *dalkati mahsul*, sometimes *andani* is the term used) there will be from *dalkati* in the aforesaid village, and will regularly pay the other half to me.

14. Should you infringe the conditions specified above, or oppress the raiyats, or fail to pay the kists of rent, or realise any rent from the raiyats by oppressive methods, then with the sanction of the Court\* you will be ejected from your *pradhani*, wherefore, after *kabuliyat* was taken this *patta* was given to be of use when necessary.

\*The only Court was that of the Deputy Commissioner as Chief of Porahat.

Let it be noted here, regarding the *pradhani* nala, that without the consent of the Commissioner Sahab Bahadur, I have been pleased to grant two pice more as *minhai* for the term of the present settlement, that is, annas 2-6 per rupee, an addition of two pice for you.

[Boundaries, *jamabandi*, the three kists, and names of witnesses follow.]

## APPENDIX V.

## Statistics of Headmen in the Pargana.

ESTATE.	No. of villages.	No. of villages without headmen.	No. of villages, with headmen.			HEADMEN—				REMARKS.
			Diku a.	Abori- ginal. b.	Total. c.	Of village family.		Not of village family.		
						Diku a.	Abori- ginal. b.	Diku a.	Abori- ginal. b.	
1	2	3	4			5		6		7
Khas Porahat— (a) Kolhan Pirs	233	1	14	(a) 218	232	6	(c) 192	(b) 8	(a)(b) 26	(a) Includes two Tamarias. (b) Of those 34, 8 are descendants of headmen who have resettled deserted villages. Of the others, several of both classes have been introduced by the village family to help to maintain the settlement (see Appendix VI). (c) Includes 3 given khuntkatti rights on adoption into the village family. (d) All ejected since 1900: most since 1903, (see note below). (e) In two cases there are two headmen in the villages in one of which one headman is a Ho. (f) Nearly all are descendants of families who resettled the villages just after the Mutiny. (g) Nakti is held by the lakhrajdar; two villages (uninhabited) never had headmen; others recently made khas on analogy of Raja Narpal Singh's estate, including 1½ held by auction-purchaser. (h) One village Kurulia II, has three relatives as joint headmen and one, Padampur, two headmen, one a diku and one an aboriginal. Hathia has two headmen. (i) Excludes one khorposh village resumed recently. (j) 41 are held on clearing-lease, being in many cases resettled villages: in 19 of them rent has not yet been assessed. (k) A large number are deserted villages completely resettled by the present headmen themselves, and in a few cases by their fathers or grandfathers (section 301). (l) Of the 46 aboriginals, 7 are Sonthals, 6 Bhunj, 1 Kharia, 1 Oraon, 7 Hos and 24 Mundaris. (m) Most of these are in the Sadant Pir. (n) Includes one village where there is a pradhan and a muuda. (o) One village is khas and run by son of khorposhdar (under Encumbered Estates), as no tenant will accept the headmanship besides one is practically run by him. (p) Five of them long or always khas, being held by tenure-holders who have only one village; one is held by a servant; half of one village is held for the Thakur. (q) Illegal mukarraris given by Sukhlal Singh were cancelled by Government but out of commiseration the purchaser were permitted to remain as mundas. (r) All resettled villages; two recently, one very long ago. (s) Includes 3 headmen recently appointed by Deputy Commissioner in fiscal divisions of Chainpur village which was formerly khas. (t) The excess of 3 in 5 (b) and 6 (b) over 4 (b) is explained in (e) (h) and (u) above. (u) See (e) and (h) above.
(b) Sadant Pirs...	134½	(d) 44½	63	27	90	(e) 43 (+1)	(e) 25	(f) 20	(f) 3	
(c) Under-tenures in Sadant Pirs.	18½	(g) 8½	(h) 10	1 (h)	10	6 (+2) (h) (x1) (h)	1	4	...	
(d) Kharsawan...	4	...	4	...	4	2	...	2	...	
I (a) Anandpur Khas.	(j) 133	(i) 17	70	46	116	36	(l) 36	(k) 34	(k)(l) 10	
(b) Under-tenures	6	1½	4½	...	4½	1	...	3½	...	
III (a) Kera Khas	68	...	29	39	68	11	37	(m) (n) 18	(n) 3	
(b) J. N. Singh Khorposhdar.	8	(o) 1	1	6	7	...	5	1	(o) 1	
(c) Other Under- tenures.	14	(p) 6	5	3	8	1	3	4	...	
V Bandgaon ...	37	1	(q) 3	33	36	...	30	(g) 3	(r) 3	
V Chainpur ...	22	1	16	5	21	7	3	(s) 9	2	
TOTAL ...	678	81½	219½	377(t)	596½	113 (+4)(u)	332(t)	106½	48(t)	

NOTE.—Porahat Sadant Pirs (column 3). Of the 44½ villages of Raja Narpal Singh in the Sadant Pirs which are khas, none were khas in 1896. Of the headmen ejected, 27 are descendants of the founders of the village (several of the villages had moreover been held by the ancestors of the headmen as lakhiraj, for one or two lives for loyal services in the Mutiny) and of the 18 others, 14 held the village from immediately after the Mutiny, (one for loyal services). At the Mutiny, Porahat and a tola of it only and perhaps Chakardharpur were khas. There have been changes in the line of headmen in four only of these villages since the Mutiny:—[In two villages, the zamindar has wrongfully installed two outsiders as headman after taking large salami from them.]

Ejected headmen —	
Of village family	...
Not of village family—	...
Holding since Mutiny	14 (including Rajgaon.)
Change in line since Mutiny	4 (including Asentalia.)



## APPENDIX VI.

## Kolhan Pirs—Statistics of Mundas.

1	2	3	4	5	6	7
Pir.	No. of villages.	Munda of village family.	Munda not of village family.	Munda, a Mundari or Ho (H).	No. of villages where there are Mundari khuntkattidars.	REMARKS (c. §196).
Gudri ...	52	39	13(a)	47(M)	49	(a) Includes one Rautia who got the village at the Mutiny; the Jogi who was chosen for Jalmai (with its present offshoot Gandekeda) by the bhaiyads; two changed owing to the Birsa disturbances (§ 245). In Temna, the bhaiyads sent for a man of their own kili from another village, and in Tumranga resident parja was chosen by the bhaiyads of Gudri, who are the non-resident khuntkattidars. The others are resettled villages. One Rautia joined with Mundaris in making the village.
Taring ...	36	29	7(b)	33(M)	34	(b) Tamarias 2. See Appendix V(a). Khuntkattidars lost one by fraud, the other from poverty. A Bhogta took up a deserted village as did also one Mundari. In the other three the bhaiyads gave up the mundaship from poverty.
Mandrugutu ...	17	16	1(c)	17(M)	16	(c) Practically the originator of the present village in which a resident of a neighbouring village merely held goras when the munda occupied the village.
Mugra ...	23	22	1(d)	21(M)2(H)	21	(d) Kurjuli, where the sons of the Ho khuntkatti munda declined.
Mugra ...	17	16[18+8](e)	1(f)[4-3](e)	17(M)	16	(e) In these three villages the bhaiyads adopted the present Munda's family, in one on purchase of khuntkatti right.
Mirka— M—Jate ...	38	30	8(g)	27(H)	28	(f) Successive kilis have tried to maintain the village. (g) Rautias hold 4 of these villages, two being resettled, one an adjacent village, one to which they were called in by the village family (in one case holding one-third of the village separately), two are Mundari villages resettled by Hos, and two are resettled Mundari villages.
M—Kama ...	15	12	3(h)	15	12	(h) Resettled by Christians.
M—Pansuan ...	7	7	.....	7(H)	.....	.....
M—Gokera ...	13(i)	12(j)	.....	1, 10(H)	.....	(i) Gokera Bazar is a mere bazar separated from Gokera in 1902, and has never had a headman.
M—Mudraun ...	15	15	.....	1(M)14(H)	1	(j) Includes one Bhuin.
Total ...	233	198	34	216(M 179, H 37)	177*	(*) The Mundas are Mundaris (including Tamarias) 169, of whom 154 are of the village family. Dikus 8.

NOTE.—Villages held by Dikus 14, among whom are Rautias 10, Jogi 2 (held by one person—see above) Bhuia 1, Bhogta 1. Rautias held 4 villages, assisted in founding one, and a Bhuia founded one. The Jogi and one Rautia each hold two adjacent villages, the only cases in the pirs where a headman held two villages, and these are special cases. Tamarias 2.

\* For the other 72 villages containing Mundari Khuntkattidari tenanciers, see § 267.

APPENDIX VII.

*Demarcation of Protected Forest blocks in Khas Porahat (see § 259.)*

I HAVE the honour to submit the following brief report on the demarcation of the 25 "large" blocks of protected forest in Porahat.\*\*

2. The method which I followed was to take an amin with me and show him the points between which the lines were to be cut. The lines were then cut, and I subsequently went round them a second time to see that they had been properly done. I had difficulty in getting a sufficient number of amins at first, with the result that I had to give the duty of line-cutting to men to whom I had not personally shown the points. This involved a certain amount of subsequent correction which I was unable as a rule to check personally, and the lines in Block II and part of Block III were not completed until after I had left that part of the estate, and I was consequently unable to go round them.

3. It may, I think, be pointed out here that the lines as cut by me are not necessarily final, and the Forest Department, may if it sees fit, vary them by excluding some areas or taking in others. As the whole of the waste lands of the Porahat Estate are nominally protected forest, this will presumably need no formalities; all that will be necessary will be to convert undemarcated forest into demarcated or *vice-versa* by cutting a new line.

4. I found it necessary to abandon the lines laid down at the time of the recent settlement almost entirely. They were indistinguishable on the ground, and it was not always easy to find the post. The people had paid no attention whatever to them, and had extended cultivation as they thought fit. I made it my object as far as possible to exclude all cultivation. Where this could not be done, the cultivation included within the line was measured and compensation was tendered at the rate of Rs. 2-8 per acre for gora and Rs. 5 per acre embanked land. I did everything possible to discover all cultivation within the lines both by personal inspection and enquiry and by the issue of proclamation in each village in which the land lay. All land not entered in any tenant's name at the recent settlement and not cultivated since was treated as abandoned, though claims were frequently made to old *jhums* of this nature. Whilst however cultivation was as far as possible excluded, jungle which had not been included within the old boundaries, was added where this could be done without

\* This should apparently be 37.26 square miles = 23,846 acres.

T. S. M.

† 4.88 square miles.

T. S. M.

unduly lengthening the lines. The result was that the large blocks now contain an area of 36.68\* square miles. This gives an increase of just about 10 per cent.† both in area and in the length of the external boundaries. The total length of the external boundaries is now 216.77 miles, but of this only 175.49 miles will have to be cleared by the people, the balance being either rivers or reserved forest boundary. These figures have been arrived at by the use of the chain and compass; a more accurate survey might necessitate their modification to some extent. A detailed statement of former and present areas and boundaries will be found in annexure A. [Not reproduced here—T. S. M.]

5. Maps of the blocks have been made and traces of them supplied to the Forest Department. [The maps, with a register subsequently prepared, of the blocks demarcated by Mr. Moberly have been deposited in the record-room of the Deputy Commissioner—T. S. M.]

6. The people objected strongly to the demarcation, but their hostility did not as a rule take an active form. The amins were obstructed in the north of the Porahat Pir, but when the mundas were sent for, they promised to render assistance, and when I went there a few days later, did so. The Mundaris of Karla, Sankai and Todanghatu in Kundrugutu Pir obstructed the amins, and when sent for persisted in their obstructive attitude, and informed me that they would not permit the lines to be cut, although I warned them that I should be compelled to send for Police, unless they promised to assist. An armed force camped in these villages until the lines had been cut and inspected by me, and a certain amount of new cultivation was included in the protected blocks as a punishment.‡ I strongly

‡ Subsequently excluded in Karla making the area 37.12 sq. miles.

T. S. M.

suspect that the Manki had organised opposition throughout the pir, but I could not get sufficient evidence on which to proceed against him. The result of the action taken in the three villages mentioned above, however was that there was no active opposition in the other villages of Kundrugutu Pir or in Songra Pir.

7. The opposition was based mainly on the allegation that the bahar jungle, *i.e.*, the jungle outside the reserved forest, was made over to them when the reserved forest was first demarcated, to do with as they liked. They were prepared to admit that it would be a good thing if some jungle were left for their descendants, but they objected most strongly to the cutting of lines, saying that they were told when the reserved forest was demarcated, that they would only be prevented from cultivating within it, and that their other rights would not be infringed, and that they felt certain that the cutting of lines meant that they would be excluded from the newly demarcated blocks as well. They ignored the fact that all the waste lands in Porahat were nominally protected forest, and as the protected forest rules have never been enforced, were probably really ignorant of the fact. Their fears were moreover worked upon from dishonest motives by a subordinate of the Forest Department, the Deputy Ranger of Gudri, himself a Mundari, who was detected and departmentally punished. They have little knowledge of or confidence in the European officials, and much prefer to believe one of their own kind, even at the risk of being cheated. I took considerable trouble to explain to all that the sole object of the demarcation was their welfare and that of their descendants,

\*\* The report was in the form of a letter to the Commissioner of Chota Nagpur.

but the people of Songra and Kundrugutu Pirs flatly refused to believe that demarcation was not merely a preliminary to absolute reservation, and those of the other pirs were distinctly doubtful about it. They said that they were prepared to take steps to protect the jungle for themselves, but a glance at the condition of the small blocks of jungle set apart by Mr. Taylor with the consent of the people and of some of the larger blocks as well, is sufficient to show that they will never voluntarily take any action of this kind, at any rate until it is too late to be of any use, and that demarcation and management by the Forest Department is the only hope. Time may show that an excessive area of forest has been demarcated in some places; and if this is so, portions of forest may be given up for cultivation by altering the lines. But it is far from certain that the area is excessive anywhere. The fact can only be ascertained after some years of experiment, and it will become increasingly difficult to extend the forest area. It was therefore I think advisable to include as much jungle as possible without unduly lengthening the lines.

8. With this object in view I examined the Settlement maps of all the villages in Porahat proper and ascertained where additional blocks of reasonable size might be formed. After consultation with the Deputy Conservator of Forests as to the practicability of managing these blocks if demarcated, your approval was obtained, and they are now being demarcated, but so as to exclude all existing cultivation as well as all surveyed cultivation and all land on which tasar is cultivated, by a Deputy Collector who has been temporarily deputed for the purpose by the Deputy Commissioner in anticipation of the formal approval of Government. The work is urgent as the jungles are deteriorating very rapidly, and on some hills have already been reduced to scanty sal scrub jungle.

9. The actual cost incurred in paying amins, tindals and coolies for line cutting, in contingencies and compensation amounted to Rs. 1,470-1-6. This sum does not include the cost of the additional blocks for which the accounts have not as yet been closed. It was advanced by the Forest Department and has been fully accounted for to the Deputy Conservator. It includes a sum of Rs. 153-6-10 for compensation which I was unable to disburse, but which will be paid direct by the Forest Department, according to details supplied by me. Several of the Mundaris\* in the north of Porahat refused compensation apparently as a protest and part of this amount may be refused as well. The expenditure under the various heads is shown in Annexure B.

10. The above sum does not include my pay or allowances and those of the establishment which have been met from the Settlement budget and which will have to be debited to the account of the Raja of Porahat and recovered from him as part of the settlement costs. It is not very easy to calculate this sum with absolute accuracy, but I have proceeded on the following lines:—

- (i) The whole of the pay and allowances of myself and establishment for all days on which I was engaged on demarcation to the exclusion of settlement work proper.
- (ii) Half of the above pay and allowances for days on which I did both demarcation work and settlement work.
- (iii) The whole of the contingent charges incurred on the dates on which I was exclusively engaged on demarcation, except such items as purchase of books, carriage of forms, etc., which were obviously chargeable to settlement proper.

But no part of the following have been charged to demarcation:—

- (a) Pay and allowance of the Assistant Settlement Officer and his establishment of one muharrir and one orderly.
- (b) Pay of the Draft Publication establishment (kanungo and peons), except on days on which they or any of them were engaged on demarcation.

By this calculation the cost works out to Rs. 4,738-2-2 as per annexure. C The charge for the establishment, is I think, reasonable, as the map traces and accounts were prepared by it and took a good deal of time.

11. The above figures do not include the cost of the demarcation of the additional blocks which is being met by advances from the Forest Department.

12. It is I think unnecessary to refer here to the rights of the people which will be dealt with in the Settlement Report and are embodied in the record-of-rights or to

\* Published in *Calcutta Gazette* of 2nd January 1907.

T. S. M.

the proposed rules which were discussed at the conference at Purulia on 24th June.† I would only remark that the customary rights of the people are very extensive, and that for rules to be a success they must introduce the minimum of interference. At the same time in order that there may be no appearance of breach of faith with those people who are most tenacious of their jungle rights, they should not be subsequently modified so as to be made more stringent. The proportion of undemarcated protected forest is very much smaller than that excluded from the demarcated blocks in the Kolhan, and this means that the people will need to take from the demarcated

blocks at once whereas in many places in the Kolhan their village jungle still supplies practically all the forest produce which they need.

A. N. MOBERLY.

30th July 1906.

## APPENDIX VIII.

### NOTE ON THE DEMARICATION OF ADDITIONAL BLOCKS OF PROTECTED FORESTS IN KHAS PORAHAT (*vide* § 259).

DURING the demarcation of the large blocks of protected forest, it became apparent that Mr. Taylor's small blocks could only be retained as demarcated protected forest when they happen to adjoin the large blocks. Thus the total area demarcated by Mr. Moberly was only 37.26 square miles. Mr. Taylor had considered that even with 48.42 square miles, the area of the large and small blocks combined, the extent of protected forest would be insufficient, but the remedy he proposed, namely, the conversion of part of the reserved forest into protected forest was definitely disapproved. The officers of the Forest Department are of opinion that to manage the protected blocks efficiently, it will be necessary to adopt the coupé system, the effectiveness of which is enhanced with an increase in the area of forest available. And certainly if the idea of successful protection is the equalisation of supply and demand, it is advisable to start with a reasonable prospect of success. To attain this, blocks as large as possible should be formed wherever possible. Subsequently if the total culturable area outside the block has all been taken up, and the block contains more jungle than is required by those who draw on it, pieces of culturable jungle may be excluded, until the balance is level. A considerable area in the shape of irregular patches must always be excluded at the outset from protection to prevent the lines from becoming unmanageably long, so that there will be no sudden check to cultivation. But all protection must be futile if the initial protected area be barely sufficient for present needs, while a large area suitable for protected forest is deliberately left for extension of cultivation which implies a great increase in the population with increased drain on the protected forest. The result must be either the protected forests must speedily disappear, or the people must be prevented from obtaining all they require.

2. It is clear that the undemarcated areas must not be relied on for a supply of forest produce. They are required to provide for legitimate extension of cultivation. I am clearly of opinion that no rules could be proposed for undemarcated areas which would be of value and at the same time not oppressive. Custom in each village will prevent the cutting of fruit trees, and the munda, if he were under the Deputy Commissioner, as undoubtedly he ought to be, might be expected to control wasteful cutting. But it must be taken for granted that with so narrow a margin for reclamation, any undemarcated jungle will speedily disappear. The soundest principle clearly is to recognise this fact, and to demarcate whenever possible.

3. The position therefore was found to be that the twenty-five protected blocks are insufficient, probably for present, unquestionably for prospective, demands on them, but there is still a considerable area available, suitable for formation into blocks of about 250 acres. If, however, those areas were not taken up at once, it would be impossible to take them up later: cultivation does not extend in regular lines, and half-a-dozen plots of reclamation of a bigha each may suffice to ruin irretrievably for protection a block of jungle measuring 250 acres. It is easy to observe a forward policy in conservation, but it is extremely difficult to reforest a completely disforested tract. It therefore appeared essential that the area of demarcated protected forest should be increased, especially in the Porahat Pir, which is populous and more highly cultivated than other pirs where there is jungle, if the supply of timber is to be at all commensurate with the demand upon it even by the present population of the Sadant Pirs of which Chakradharpur Pir has no jungle at all. Accordingly, with the approval of the Commissioner and in anticipation of the sanction of Government, ten forest blocks situated in Porahat and Goilkera Pirs were marked off on the map and subsequently demarcated on the ground. The demarcation which was done by Mr. C. Prabal, Deputy Collector of Singhbhum, affects 30 villages, and the total area is about 3,244 acres (5.07 square miles), or an average of half-a-square mile, the smallest block being 214 and the largest 520 acres. Part of the area was included in some of Mr. Taylor's village blocks, but most of it he left alone, apparently because it is cultivable scrub, and Mr. Taylor understood that the directions of Government (paragraph 36 of Government letter No. 1825T.R. of 1st July 1902), precluded him from forming blocks when the jungle was not of good quality, and the land culturable. But the formation of protected forest implies restriction to some extent of extension of cultivation since no reasonably large block consists solely of uncultivable waste, and land entirely unfit for any sort of cultivation is probably equally incapable of producing good forest.

4. The method of demarcation was that adopted by Mr. Moberly in connection with the large blocks. In all cases, however, cultivation was excluded or demarcated since no notice of the intention to protect had been given and the cultivators were unwilling to accept compensation and quit. Here, as elsewhere, the people looked with displeasure and distrust on the demarcation, since they fear that the blocks will be ultimately reserved. In my opinion; it would be impolitic and unjust to make the rules more stringent later on so

as to give colour to such suspicions. Even if the coupe system is adopted, I think the villagers in whose village a block lies ought never to be prohibited from taking from the portion of the block within their own village. Anything else will be oppressive, if not in theory, at any rate in practice. The villagers affected are chiefly Hos, who do not see why their rights should be circumscribed for the benefit of dikus or other villagers who have destroyed their own jungle. Besides, there is at present plenty of jungle to look at, and they cannot be expected to understand that it won't last for ever.

5: The blocks being small, the boundaries are long in proportion to the area, but all things considered, the shapes are fairly compact, and better, for instance, than in the proposed reserves of Anandpur. The total area of the supplementary blocks now demarcated is 5.07 square miles, which, with the area demarcated by Mr. Moberly, makes the total area of demarcated forest 42.33 square miles against 48.42 square miles included by Mr. Taylor in his large and small blocks. Deducting this area plus 37.75 square miles, unculturable lands, that is 80.18 square miles from the total unoccupied area of 159.65 square miles, we find that in 1903, there was a total area of 79.47 square miles available for extension of cultivation, or to state it otherwise, two-fifths or 40 per cent. of the estate is reserved jungle of the zamindar, and of the remainder four-eighths or 30 per cent. is cultivated, two-eighths or fifteen per cent. culturable waste, one eighth or 7½ per cent. is demarcated protected forest, and the remainder also 7½ per cent. is uncultivable. If it be urged that for an undeveloped estate like Porahat the margin for extension of cultivation and the area of demarcated forest is too narrow, I am not concerned to deny it, but as of the total area available for cultivation and protected forest, the proportion allotted to each is the fairest division, the fault must be looked for else where. It will be found in the excessive proportion of reserved forest in the estate.

T. S. M.

#### APPENDIX IX.

Notes have also been submitted, on, among others, the following subjects:—

1. The proposal to release to the zamindar of Khas Porahat the undemarcated unreserved jungle (now protected forest) in that estate.
2. The proposal to apply the Forest Act to the 'Khas Jungle' of the Anandpur Estate.
3. The Kera Forest (by Mr. A. N. Moberly, i.c.s.)
4. The Bandgaon Forest.
5. The administration of the Kera Estate under Act VI of 1876.
6. The administration of the Bandgaon Estate under Act VI of 1876.

No. 345T.

FROM H. McPHERSON, Esq., I.C.S.,

*Director of Land Records, Bengal,*

TO THE SECRETARY TO THE BOARD OF REVENUE, L. P.,

LAND REVENUE DEPARTMENT,

(Through the Commissioner of the Chota Nagpur Division).

*Dated Darjeeling, the 6th July 1908.*

SIR,

I HAVE the honour to submit, for the consideration and orders of the Board, the final report of Mr. T. S. Macpherson, I.C.S., on the operations for the preparation of a record-of-rights in pargana Porahat of the Singhbhum district, which were begun in November 1905 and concluded in April 1907. The report is supplementary to Mr. J. H. Taylor's Report on the Porahat Settlement of 1900—03. It very considerably exceeds the maximum limit of 120 pages prescribed for District Settlement Reports in Revenue Circular No. 3 of January 1905, and might with advantage have been curtailed. Mr. Macpherson's justification is that he was not made acquainted with the orders of January 1905; and that he had instructions to make the report of each estate and sub-estate self-contained, instructions which involved much repetition of facts and arguments. In view of these considerations and of the fact that the Report could not be materially abridged without placing Mr. Macpherson on special duty for the purpose, the Board have agreed to accept it as it stands. These remarks regarding the length of the Report are not intended to be deprecatory of its general excellence from other points of view. It has been a task of enormous magnitude to Mr. Macpherson, who has had to write the bulk of the Report in the intervals of ordinary district and subdivisional work. To the District Officer of Singhbhum and other local officials it will be invaluable, as it contains a perfect mine of information regarding the history, the agrarian conditions, the forests, the village officials and the local customs of Porahat.

2. Mr. Taylor's settlement was conducted under the provisions of Bengal Act V of 1875 and Bengal Act I of 1879. In the course of the operations he drew up a record-of-rights and duties for the preparation of which there was no sanction in the Acts quoted. It was objected to by the Raja of Porahat and the other proprietors concerned as regards (a) its description of headmen's rights, (b) its prohibition of certain illegal exactions, and (c) its definition of forest rights. Government on the recommendation of the Deputy Commissioner ordered that an authoritative record-of-rights should be prepared under section 101 (1) of the Bengal Tenancy Act (VIII of 1885) which had been extended to Porahat as to other parts of the Chota Nagpur Division by Notification No. 3282L.R., of 30th November 1903. Mr. A. N. Moberly, I.C.S., was appointed Settlement Officer on 30th November 1905 to prepare the record and to demarcate 25 blocks of Protected Forest in Porahat. Mr. Moberly who was assisted by Babu Rajani Kanta Sen spent eight months on the work. His health broke down and he went on leave on 1st August 1906. Mr. Macpherson took over the enquiry on 3rd November 1906 and completed the work with the aid of Babu Jyoti Prasad Das.

3. It was settled by the Board's orders of 17th April 1906 that the record-of-rights should be prepared in the shape of question and answer

There were 110 of these, distributed over the subjects of enquiry as follows:—

14	questions	( 1 to 14)	dealt with rights	of Mankis.
20	ditto	( 15 to 34)	ditto	of Headmen.
3	ditto	( 35 to 37)	ditto	of Khuntkattidars.
32	ditto	( 38 to 69)	ditto	of other tenants.
31	ditto	( 70 to 100)	ditto	in trees and forests.
7	ditto	(101 to 107)	ditto	in minerals.
3	ditto	(108 to 110)	ditto	of a miscellaneous nature.

Enquiries were made in every village. For each village a separate record-of-rights was prepared, attested and draft published. Objections to the number of 1,559 were received and after their disposal, the records were finally published.

4. The number of villages dealt with was 678. The cost of the operations was Rs. 31,344, of which Rs. 4,738 was spent on forest demarcation. The balance, Rs. 26,606, was debited to the zamindars, sub-zamindars and tenure-holders concerned. The cost worked out to an average of Rs. 39-3-10 per village.

5. Mr. Macpherson has given an account of the history of the pargana which is necessary in order to understand the general features of its agrarian conditions and the nature of the problems that had to be tackled by the officers of settlement in framing the record-of-rights. Porahat was confiscated in 1858 on account of the rebellion of Raja Arjun Singh. Its revenue administration was made over to the Board of revenue in 1859, but it continued in other respects to be managed as a Tributary State. It was incorporated in Bengal by proclamation of 5th August 1892, and was included in the Singhbhum district by Act II of 1892. Up to that date, Bengal Act I of 1879 was not in force in the pargana. Many Acts were extended to it by Notification No. 1008 P. D. of 17th November 1897 issued under Act XIV of 1874. Raja Arjun Singh died in 1890. By indenture dated 10th of October 1895, Porahat was restored to his son, Raja Narpal Singh. It was restored "with full proprietary rights subject and without prejudice to all existing engagements with raiyats and under-tenure-holders," and various restrictions were imposed on the new zamindar, especially as regards forests. The Raja would like to ignore all the rights which accrued to his tenantry by local custom and usage during the 37 years that the estate was in the possession and management of Government and lays claim to all the unrestricted rights of absolute ownership which, he conceives, were exercised by his father, but his claim is clearly untenable in the face of facts and the terms of the indenture of restoration.

6. It is impossible for me in the present review to do more than summarize briefly the results of the enquiry regarding the various classes of rights dealt with. This may most conveniently be done under the six heads—(1) Mankis, (2) Headmen, (3) Khuntkattidars, (4) Raiyati rights, (5) Forest rights, (6) Miscellaneous—corresponding to the principal groups of enquiry in the village record-of-rights.

7. *Mankis*.—The mankis were military chiefs or original settlers under whom groups of villages were reclaimed, the headmen of which recognized their authority. They correspond to the "*parganaitis*" of the Sonthal Parganas. They survive only in the eight Kolhan Pirs of Porahat and in the sub-zamindari of Bandgaon. They have recently been done away with in the sub-zamindari of Kera. It has been found that succession to the office of manki is by primogeniture, subject to physical and mental fitness. If a manki is dismissed, a member of the family to which he belongs is entitled to succeed him. The manki is entitled to a "*nala*" or commission of six pice per rupee of the rental payable through him by his headmen to the proprietor. It is his business to supervise the headmen, to look after roads, boundaries, and forests, and to perform certain police duties, and he is responsible for the rent due to the proprietor. He is no mere tabsildar, dismissible at the will of the proprietor. Mr. Macpherson points out that the proprietor, by refusing to pay some mankis their commission, has intimidated the others and now uses them as instruments of oppression for the extortion of trade



taxes, forced labour, and illegal exactions of various kinds. The mankis are entitled to protection under the terms of the indenture. Mr. Macpherson has suggested, and I fully agree with him, that their appointment and dismissal should be controlled by the Deputy Commissioner. I would give the proprietor a mere right of nomination, but would let the appointment depend on the choice of the headmen, and be subject to the Deputy Commissioner's approval. This is the system of appointment followed in respect of village headmen in the Sonthal Parganas. No suggestion for the abolition of the manki should ever receive countenance. It is an ancient institution intimately connected with the tribal organization of these aboriginal peoples. To them, their communal system is their sole defence against their pushful Aryan neighbours, and no weakening of the system should be allowed. If the manki cannot be protected by executive authority, he should be protected by legislation.

8. *Headmen.*—The great majority of the village headmen are descendants of the original reclaimers of villages. This is almost invariably the case in the Kolhan Pirs. In the Sadant Pirs, many villages were deserted by their original reclaimers during the Mutiny. The deserted villages were after the outbreak settled with others whose position has in the course of the last 50 years been levelled up to that of ordinary khuntkatti headmen. The same has happened in the sub-estates of the pargana, but there are some recently settled villages, particularly in Anandpur, where the founder took his lease, for the purpose rather of settling tenants on the lands of the village than of reclaiming them himself.

It has been proved beyond the shadow of a doubt that the interest of the headman of Porahat in his village is permanent and hereditary subject to fitness. The issue of a *patta* for a given term of years does not make his interest temporary, nor entitle the proprietor to take *khas* possession or to appoint a new headman at the end of the term. The term merely affects the rent. The permanence of the headman's rights is not an incident which conflicts with the liability of his rent to enhancement. His rights are not transferable by sale, mortgage, gift or other transaction.

Succession is by primogeniture. Non-residence disqualifies, a rule to which there are reasonable exceptions. Sex also generally disqualifies, but there have been exceptional cases in which a sonless widow has held to the exclusion of the nearest male heir. If a headman is dismissed for misconduct or default in rent payment, a successor must be chosen from the village, and if he was of the original reclaiming family, the successor must, if possible, be chosen from that family. The selection is made by the village community in *panchayet*. A custom of confirmation by the zamindar has grown up, but the zamindar cannot refuse to confirm except on the ground of unfitness. In the Kolhan Pirs and Bandgaon, the approval of the manki is necessary. Anandpur is exceptional. There, save in Mundari khuntkatti villages and in villages where reclaiming leases distinctly specify to the contrary, the zamindar may in any headman he pleases or keep a vacant village *khas*.

A headman cannot be ejected save for well defined reasons, such as (1) non-payment of rent—this rarely happens because the villagers always take care that their headman pays up. When it does happen, it is usually due to the unlawful exactions of the zamindar—(2) serious misconduct, as for example, the commission of a criminal offence, or failure to perform duties renderable to the State; (3) oppression of the raiyats—the Judicial Commissioner has upheld ejection on this ground.

The duties of the headman are to collect and pay to the proprietor the rent due from the village according to his lease, to arrange for the provision of supplies, on payment, to Government officials on tour, troops on the march, etc., to supervise the work of the chaukidars; to look after bad characters; to preserve the village boundaries, regulate the reclamation of waste land, and protect village forest.

His remuneration consists of a commission on the village rental, which is usually 2 annas 6 pies per rupee of the whole. This commission has taken the place of the old system of remuneration whereby headmen enjoyed certain lands, called "*man*" free of rent. The *man* lands have now been assessed to rent and commission substituted, much to the relief of the headmen, who naturally feared that under section 6 of Act I of 1879 their occupancy rights

in these lands, mostly cleared by themselves and their ancestors, were endangered. I gather from the report that no lands have anywhere been recorded as the service or official holdings of the headmen. While it is reasonable that the headman's own reclamation and his ancestral lands should be recorded as his private holding with occupancy rights, I think it is unfortunate that lands which have come into his possession by virtue of his office, as *e.g.*, lands of other raiyats relinquished to him during his tenure of the headmanship, should not have been distinguished as lands attached to the office which will pass to his successor in the event of his ejection for misconduct or other reasons. Besides his commission, the headman enjoys many other privileges and perquisites which naturally attach to his position as head of the village community. It is his privilege to regulate the work of reclamation. In aboriginal villages, raiyats do not, as a rule, pay any additional rent for newly reclaimed lands between settlements; but in other villages there is a custom to the contrary and wherever rent is paid for such lands, it goes into the pockets of the headmen.

In his anxiety to prove that headmen are not mere farmers (*thikadars*) nor tahsildars of the proprietor, removeable on the expiry of temporary leases or at the proprietor's will, Mr. Macpherson endeavours to maintain the position that they are permanent tenure-holders, save in the case of Mundari khuntkattidars who are expressly excepted from the definition of tenure-holder given in section 2 (P) of Act I of 1879. In my opinion, it is a pity that any attempt should be made to bring village headmen within the four corners of the definition either of "tenure-holder" or of "raiya." To me they appear to be office-holders rather than tenure-holders. They are the men chosen by village communities, or accepted by village communities as their representatives in dealing with the rent-receiver. I do not see how their recognition as permanent tenure-holder is reconcileable with their liability to ejection for arrears or misconduct. Nor would their recognition as raiyats remove the difficulty. Under section 10A of Act I of 1879, a raiya's holding may be sold for arrears of rent. Under section 32, a farmer or other lease-holder not having a permanent or transferable interest in the land for which arrears are due may be ejected. Under section 123 permanent tenures may be brought to sale for arrears provided the Deputy Commissioner does not interfere to stop the sale. In the latest draft (30th March 1908) of the Chota Nagpur Tenancy and Settlement Bill, 1908, the definitions of tenure-holder and raiya are unaltered, clause 48 replaces section 10A of the Act, clause 60 replaces section 32, clause 206 replaces section 123. The position is apparently unaltered by the Amendment Bill.

It will be fatal, in my opinion, to the preservation of the communal system if the office or interest of a village headman be regarded as a permanent tenure liable to sale under section 123 of the Act or clause 206 of the Bill. If the tenure be saleable to the highest bidder, we shall have in an aggravated form all the evils that Mr. Macpherson represents as having already occurred in villages where outsiders have been introduced by oppressive proprietors. It is not enough to have the safeguard of the Deputy Commissioner's prohibition of sale so long as no working alternative is provided.

To me the simplest way out of the difficulty appears to be to except the village headman from the definition of tenure-holder just as the Mundari khuntkattidar is excepted and to make special provisions for dealing with him when he falls into arrears of rent or misconducts himself. He is admittedly in Porahat liable to ejection for such reasons, and, as far as I know, Porahat is no exception to the general custom. I see no reason why his liability to ejection for specified causes should not be declared in the Bill and suits or applications for ejection included amongst those which under section 134 of the Bill are cognizable by the Deputy Commissioner only.

Mr. Macpherson has suggested that the appointment of headmen as well as their dismissal should be controlled by the Deputy Commissioner (*vide* paragraphs 462—470 of the Report). I have already expressed my views regarding the necessity of maintaining the manki. It is even more essential to the welfare of these aboriginal peoples that the headman system should be maintained in its entirety. Mr. Macpherson has shown what breaches in the system have already been effected by the proprietor of *khas* Porahat. It is

all-important, that these should be repaired. Clause 234 of the amending Bill will enable wrongfully dispossessed headmen to recover possession up to a limit of six years. But something more than this is required. The Deputy Commissioner should be empowered of his own motion to step in and appoint a headman in all villages which are shown by their history to be entitled to a headman but by the negligence or intrigues of the proprietor have been kept vacant of recent years. I would make 12 years the limit for such interference. To prevent the occurrence of such vacancies in future, it should be prescribed that all successions by inheritance and vacancies must be reported to the Deputy Commissioner within six months of their occurrence by the proprietors, or in manki areas, by the manki. In the case of successions, the Deputy Commissioner would formally approve, in the case of vacancies he would take steps to ensure that suitable headmen be appointed.

9. *Khuntkattidars*.—Under section 154 of Act I of 1879, the rent of a Mundari khuntkatti tenancy cannot be enhanced when the tenancy has been in existence for more than 20 years. In section 2 of the Act there is a definition of "Mundari khuntkattidar." The definition covers both intact Mundari khuntkatti villages and also in 'broken' villages, such parcels of land as are held by descendants of the original Mundari founders. Section 19 of the Act attaches the same privilege of non-enhanceability of rent after 20 years to bhuhari, or "khudkatti" tenancies, but there is no definition in the Act of a khudkatti tenancy. This being the existing state of the law, Mr. Macpherson has recorded as Mundari khuntkattidars entitled to the privileges of section 154 of the Act all Mundari tenants both in intact and in broken villages who belong to the family of the original founders, but with regard to the latter he had no opportunity of ascertaining or recording in respect of what portions of their lands the special status subsists. This has been left to be determined, if necessary, at the next revision of settlement. According to local usage there have been in all these cases frequent enhancements of rent. But as pointed out by Mr. Macpherson, Act I of 1879 was not in force in Porahat till 1893. As soon as it came into force, those cultivators who satisfied the definition became entitled to the privileges conferred by law.

In the absence of a definition of the word "khudkatti" as used in section 19 of the Act, Mr. Macpherson has left open for future consideration the claims to special privileges of all non-Mundari founders of villages and their descendants, although his personal opinion is that all such tenants are entitled to the benefit of the section. In the latest draft of the new Bill, provision has been made for the claims of non-Mundari khuntkattidars. Clause 7 contains a definition of this class of cultivator, and clause 37 proposes that his rent shall not be liable to enhancement if his tenancy was created more than 20 years before the commencement of the new Act. This involves a considerable modification of section 19 of the existing Act which exempts from enhancement tenancies created more than 20 years before the institution of the suit for enhancement. So far as Porahat is concerned, no effect can be given either to the record of Mundari khuntkatti rights or the provisions of the Bill, should they pass into law, till the current settlement of Mr. Taylor expires.

10. *Raiyati-rights*.—The right of a cultivating raiyat is known as 'prajali.' 'Prajali' covers all that is denoted by 'occupancy rights.' The right accrues from the moment that the cultivator enters into possession of any land for the purpose of cultivation, and not as Mr. Taylor puts it, from the time that he pays rent for the land. Mr. Taylor was probably influenced by the words in section 6 of the Act, "so long as he pays the rent payable on account of the same" which were repealed by the Amendment Act V of 1903 and replaced by the last two paragraphs of the section as it now stands. I have no doubt that Mr. Taylor had in his mind rather the liability to rent than the actual payment. Any doubts which might be created by the language of section 6 of the existing Act regarding the extent to which rights of occupancy exist in Porahat or other portions of the Chota Nagpur Division will be set at rest by the new Act. Clause 15 of the Bill accepts the principle of the 'settled raiyat,' while clause 76 saves such a custom as that "whereby a raiyat obtains a right of occupancy as soon as he is admitted to occupation of the tenancy, whether he is a settled raiyat of the village or not."

The proprietor has no right of interference with the internal economy of a village. He has therefore nothing to do with the reclamation of waste land or the settlement of abandoned or otherwise vacant holdings. Nor has the headman exclusive or absolute rights over these. The waste land of a village is really the property of the village community. The relative rights of the headman and of his fellow-raiyats vary according as the village is an intact aboriginal one or a broken or mixed village. In pure aboriginal villages all the raiyats have an equal right of reclamation; the only controlling authority is the *panchayet*, and all new cultivation is rent-free for the period of the settlement. In mixed villages, where the headman is not of the original family of founders, he takes it upon himself to distribute the waste land and he sometimes levies rent for the new cultivation. Nowhere may an outsider be introduced to reclaim waste lands without the consent of the headman who must consult the *panchayet* before giving permission. The rates of rent that may be levied for new cultivation by the headman vary from one estate to another.

Vacant holdings must be settled with villagers. Relatives have the first claim. Generally raiyats of the same community as the original holder have a preferential claim to settlement in mixed villages. The headman has no prior claim. He must cultivate abandoned lands himself if he wants to keep them. He cannot sublet. If no village raiyat will take a vacant holding and the headman does not want it, he may settle with an outsider, but the outsider must be of local origin, that is, he must belong to Porahat or neighbourhood. The headman is not entitled to take *salami* on a re-settlement, and *salami*, as a matter of fact, is rarely taken in aboriginal villages. It would be too much to expect the Dikku pradhan of mixed villages to be beyond temptation. Enhanced rent cannot be taken from the new tenant, and it is contrary to the custom of the pargana for any land to pay rent at higher than village rates. In all the above respects, the customs of Porahat very strongly resemble those which obtain in the Sonthal Parganas and have become stereotyped by entry in the settlement record of that district.

As raiyats may reclaim lands, they may also construct such *bandhs* or water-reservoirs as are necessary for the purpose. They have to take the headman's permission when his permission is necessary for the reclamation itself. The only case in which the proprietor's permission is necessary is where the raiyat wants to make a large tank or water-reservoir out of rice land that has been assessed to rent. Abandoned tanks or *bandhs* become the property of the community.

Homesteads, fruit-groves, water-reservoirs, threshing-floors, and manure-pits are not assessed to rent. Nor may any rent be taken for fruit-trees planted by the raiyats. They are free to plant such without permission on their own holdings. In aboriginal villages they may also plant on the waste land without permission, but as a rule, in mixed villages, the headman's consent is necessary. Uplands may everywhere be converted into rice lands without permission, and no additional rent may be assessed after the conversion for the period of the settlement.

It is unnecessary to discuss local customs as to sale, mortgage, and sub-letting of raiyati holdings as these are now governed by section 10B of Act I of 1879. Raiyats are entitled by law to *pattas* and to rent-receipts. Mr. Macpherson shows that they never get the former and rarely the latter. Neither omission is of any practical importance. The settlement record makes the *patta* unnecessary, and the majority of the headmen are too illiterate to grant receipts and too honest to take advantage of the omission.

11. *Forest rights.*—The general position is that the raiyats are entitled to take free of cost all jungle produce that they require for fuel, for house-building and repairs, for all other domestic and agricultural purposes, and for the purposes of a handicraft, and they are not limited in the exercise of these privileges to the forest within their villages, but may take from any portion of the estate. They have nowhere the right to take for sale, save in the Mundari villages of the Kolhan Pirs, where the sale of minor forest produce by the Mundaris has long been customary. Certain limitations upon the source of supply have sprung up in khas Porahat through the interference of Government for forest conservation, and in other areas, by imitation of this interference and compromise

Originally the zamindars exercised no more rights over the jungle than the raiyats. That is, they took from it what they required for their own purposes. It was only when timber began to have a commercial value that they began to assert the right of sale. In the Kolhan Pirs of Porahat, 195.7 square miles of forest blocks were marked off between 1880 and 1882 and constituted Reserved Forest under the Forest Act in 1890. Four years later the rest of the forest and waste land of the estate was declared Protected Forest under the Act, not with the object of excluding or diminishing the rights of the tenantry, but with the object of regulating the exercise of these rights and preventing their wanton abuse by individuals to the prejudice of the community. When Porahat was restored to the Raja in 1895, the management of the forest was for very good reasons reserved by Government. In order that the management of the Forest Department within the "Protected" area should not unduly limit the extension of cultivation or interfere with the privileges of the raiyats, it was resolved that certain blocks of Protected Forest should be marked off for permanent maintenance by the Department and the remainder of the jungle and waste land be left uncontrolled. Twenty-five blocks covering 37 square miles, and subsequently ten blocks covering five square miles, were demarcated by Mr. Moberly in accordance with these proposals. Curiously enough the original proposal regarding the undemarcated area was that it should be left to the unrestrained control of the zamindar—an obvious confounding of the proprietor with the estate and tenantry. From the first, the "Protected" forest was to be managed on behalf of the village communities, the zamindar having already received his share of the forest in the shape of "Reserves." Mr. Taylor and Mr. Macpherson have both advanced unanswerable arguments that the undemarcated portions of the "Protected Forest" should be left to the management of the village headmen and mankis under the nominal supervision of the Forest Department, and that all claims of the proprietor over this area should be disallowed.

In Bandgaon, the zamindar has no rights of sale over the jungle because there is not more than will supply the legitimate requirements of the raiyats. In Anandpur, the zamindar and raiyats partitioned the jungle between them, the former taking certain blocks as his share and the raiyats the rest. But each party retains certain rights within the jungle of the other. The raiyats may graze within the reserve and fall back on it for minor produce, while the zamindar may sell big trees from the village jungle and any timber that is cut in the process of reclamation and not required for the villager's own use. In Kera the zamindar has been selling from every part of the jungle, but the raiyats also have a free right of supply, and the cess which the former has been endeavouring to realise from jungleless villages is illegal.

Custom places certain restrictions on the right of raiyats to cut trees for their own use. Trees of all kinds may be cut down in making rice land (*don*), but mahua, kusum and mango trees are always spared in preparing upland cultivation. The following trees are also generally saved: all fruit trees of value, asan when required for tasar, palas and other trees useful for lac cultivation, arjun, sal, piasal, and other good timber trees. The latter are, of course, freely cut when required for special purposes, as *e.g.*, the making of ploughs or the repair of houses. The former are spared because they are relatively of more use to the community when standing than when cut. In many villages the *panchayat* decides which trees may be cut. The list therefore varies with local circumstances. In villages devoid of jungle, no green trees may be cut. When a cultivator wishes to cut a tree of a species reserved by the *panchayat*, he has to get the headman's consent. In no other case is his consent necessary. No tree may be cut from the sacred groves (*sarnas* or *jahiras*) of the Mundaris or Hos, and, as a rule, not even the dry wood of fallen trees may be removed from them. It would be a sacrilege punishable under section 295, Indian Penal Code, for a zamindar or any outsider to cut a tree in a sacred grove.

It has already been remarked that raiyats have full rights over the fruit and timber of trees planted by themselves or their forefathers. They have also exclusive rights over the fruit and timber of self-sown fruit trees growing either on the cultivated or on the waste lands of their villages. Those on cultivated lands are usually enjoyed by the owner of the holding, those on waste land

by the whole community of villagers jointly, but they occasionally have a distribution for individual convenience. Mahua trees are often so distributed. There is no payment anywhere for mahua.

Local custom varies as regards the right of the proprietors to levy cesses for the rearing of tasar and the cultivation of lac. A tasar cess was first imposed by the Raja of Porahat in 1839. It was abolished by Government in 1858 when the estate was confiscated. It was not collected during the 40 years of State management and cannot now be revived by the Raja. Bandgaon is in the same position as khas Porahat, but in other sub-estates the cess has been levied from before the Mutiny and cannot now be disputed. Lac has been cultivated since the eighties. The analogy of tasar makes a lac cess unrealisable in khas Porahat and Bandgaon. It is a customary levy in Kera, Anandpur and Chainpur. The rates of collection vary according to the trees used for cultivation, as well as from estate to estate. It is only realisable when the lac is actually cultivated and the cultivation is successful. It is nowhere payable in respect of trees planted by the raiyats.

The raiyats have full grazing rights over all jungle, waste and fallow land of the pargana except the reserved forests of khas Porahat. Fallow land that is reserved for grazing cannot be broken up for cultivation without the consent of the headman and the village community.

The raiyats of each estate have the right to take free of charge and without the permission of the proprietor the less valuable minerals, such as stone, iron-ore, clay, gravel, limestone, so far as these are required for their own domestic and agricultural purposes, and artisans have the right to sell articles manufactured from such products. All other mineral rights belong to the proprietors.

12. *Miscellaneous incidents.*—Homestead lands of cultivators are everywhere rent-free. In some areas, artisans pay trade taxes but their homesteads are rent-free. Trade taxes are not realisable in khas Porahat and Bandgaon where they were abolished during the era of State management, nor in Chainpur where they were commuted in 1886, but they are leviable in Kera and Anandpur by ancient custom. A levy of two rupees on the renewal of a headman's lease is payable in Kera, but no such payment is elsewhere sanctioned by custom. It is the custom in Kera and Anandpur for each headman to pay the proprietor a *salami* of one rupee at the Dasahara festival, and in Anandpur a goat is also renderable to the proprietor by each village community, but these customs do not obtain in other estates of the pargana, and the illegal attempts of the Raja of Porahat to revive or re-introduce them must be characterised as acts of oppression. In six villages the right of the rent-receiver to "*Shadi gami panaha*" or a contribution to the expenses of marriages and deaths, has been recognised. All other claims of this or a similar nature have been disallowed. As to *beth-begari* or forced labour, Mr. Macpherson finds that it is nowhere renderable. It was not seriously claimed in khas Porahat. In other estates it was commuted at various dates and consolidated with the rent.

13. The first seven chapters of the Report deal with the general situation as I have reviewed it above. The rest of the Report discusses the record-of-rights estate by estate. Thus Chapters VII to XI treat of khas Porahat, divided over the heads: "Sadant Pirs" (Chapter VII), "Kolhan Pirs" (Chapter VIII), "Headmen" (Chapter IX), "Forest" (Chapter X), and "Mundari Khuntkatti" (Chapter XI). Chapter XII deals with Anandpur, Chapter XIII with Kera, Chapter XIV with Bandgaon, and Chapter XV with Chainpur. The plan of arrangement has involved a considerable amount of repetition. Valuable as the separate chapters on the various estates of the pargana will be to the District Officer charged with their general administration, to the local officers who have to decide disputes, and to the local Bar which has to advise clients, they are not of sufficient general interest to necessitate further detailed analysis in this review. The only point I should like to draw prominently to the attention of the Board is the account Mr. Macpherson has given of the wicked persistence of the Raja of Porahat in attempting to subvert the proved rights of his tenantry. He has attempted to convert the mankis of the Kolhan Pirs into instruments of oppression by withholding or threatening to withhold their dues. He has illegally ejected or refused to renew the leases of numerous headmen and is either holding their villages khas or has made them over to outsiders. He

treats the rest as tahsildars and refuses to give them rent-receipts. He has taken khas possession of ejected headmen's lands and of vacant holdings, to the settlement of which the village raiyats were exclusively entitled. He has assessed new cultivation to rent at full rates and for his own benefit within the period of settlement, quite contrary to law and custom. He has even interfered with Mr. Taylor's classification and enhanced rents within the village. He takes heavy *salam* on the settlement of vacant holdings even in pradhani villages. All this interference with the internal management of villages is a gross violation of custom and should be put down with a strong hand. The Raja's attempts to realise jungle fees and other illegal cesses and to extort forced labour which he had not even the effrontery to claim openly, should also be strictly checked. He should be warned that if he does not leave his tenantry to enjoy peaceably the rights which are theirs by custom and are guaranteed to them by the terms of the indenture of 1895, a possible consequence may be the cancellation of that deed and the resumption of the pargana.

14. Special attention may be directed to the last chapter of the Report in which Mr. Macpherson has offered "some suggestions." Many of them have already been discussed. Most important of all is the suggestion that the appointment and dismissal of headmen should be controlled by the Deputy Commissioner—an absolute necessity, if the welfare of these aboriginal races is to be secured against the dangers that threaten it. In paragraph 473 certain alterations in Act I of 1879 have been suggested. It will be found from a reference to the draft Tenancy Bill of 1908 that many of the suggestions have been considered and accepted. The Bill is expected to be introduced shortly for the consideration of the Council. Mr. Macpherson's report comes at an opportune moment. Stronger proof of the necessity of some of the proposed amendments of the law, than is obtainable in the pages of this Report, could nowhere else be found.

15. The thanks of the Board and of Government are due to Messrs. Moberly and Macpherson for the labour which they have bestowed on this work both in field and in office. Although, from a settlement point of view, the area and scope of the operations were comparatively limited, the work called for an unusual amount of personal effort and attention, and its results are of the greatest interest and value to the whole Division of Chota Nagpur.

I have the honour to be,

SIR,

Your most obedient servant,

H. MCPHERSON,

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