

(83)  
REPORT

OF THE

GOVERNMENT OF BENGAL

ON THE

PROPOSED AMENDMENT OF THE LAW OF LANDLORD AND  
TENANT IN THAT PROVINCE

WITH

A REVISED BILL AND APPENDICES.

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VOLUME II,

CONTAINING REPORTS AND MEMORIALS ON THE RENT COMMISSION'S  
DRAFT BILL, AND OTHER PAPERS.

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1883.

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**GOVERNMENT OF BENGAL**

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**SCHEDULE I.**

*Reports and Memorials received on the Report and Draft Bill of the Rent Commission.*

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**A.**

*Memorials, Reports, and Remarks by Associations, Landholders, Pleaders, and other non-officials.*

1. Memorial by the Behar Landholders' Association, with notes on the proposed Rent Law.
2. Remarks by Baboo Lallechand Chowdhry and others, Zemindars of Chittagong, appended to letter No. 57, dated the 11th December 1880, from the Commissioner of Chittagong.
3. Letter from Baboo Kishorilall Sirkar, Pleader of the High Court, dated the 21st January 1881.
4. Note on the Report and Draft Bill of the Rent Commission, by Rajah Promothonath Roy of Dighaputtia.
5. Memorial by landholders of the district of Monghyr, dated the 25th December 1880.
6. Note on the Draft Rent Bill by Baboo Joykissen Mookerjea of Utterpara, dated the 4th October 1880 (appended to letter No. 1381, dated the 5th October 1880, from Collector of Hooghly).
7. Letter from Baboo Surjinarain Singh, Pleader, Bhagulpore, dated the 9th September 1880 (appended to letter No. 3570, dated the 27th November 1880, from Commissioner of Bhagulpore).
8. Memorial by the landholders of Backergunge (without date) received on the 1st February 1881.
9. Letter from the Secretary to the Behar Indigo Planters' Association, dated the 21st November 1880.
10. Proposals for the amendment of Regulation VIII of 1819, by His Highness the Maharajah of Burdwan, dated the 9th May 1881.
11. Memorial by the landholders of Chittagong, dated the 20th November 1880.
12. Memorandum on the Bengal and Central Provinces Rent Bill, dated Lucknow, the 28th February 1881, by Luchmee Narain Pundit, Pleader of the High Court.
13. Memorandum on a Table of Rates, and the Procedure for Enhancement, by Baboo Joykissen Mookerjea (without date).
14. Petition from Hakimullah and others, Ryots of the Attia (Tangail) sub-division of district Mymensingh, in favour of the Rent Bill.
15. Petition from Khadiram Mundul and others, Ryots of district Nuddea, in favour of the Rent Bill, dated the 28th February 1881.
16. Note by the Eastern Bengal Landholders' Association on the Draft Rent Bill (received 9th March 1881).

## APPENDIX A.

## ROUGH TRANSLATION.

## No. 7 Registry, 1845.

ROOBACARY from Revenue Commissioner's Cutcherry for 18 Zillas with Jessore, and held at Allipore, by Mr. Thomas Reed Davidson, Commissioner, 1845, 12th March, Bengali 1251, 30th Falgoon.

## ZILLAH 24-PERGUNNAHS.

Khus No. 4 alluvion Boro Pyecan Pergunnah, fixing rent, &c., settlement of new chur land in Howrah.

Ten-anna zamindar, late Hurish Chunder Roy's son,—minor children Jogindro Chunder Roy and Poorno Chunder Roy. Six-annas zamindar Raja Radacant Deb.

This day having had before me and examined the papers that in the year 1839, the Deputy Collector, Baboo Woomacant Sen Bahadoor, having measured 261-18-9 beegahs of alluvion or chur land, fixed the rents with the ryots at Rs. 5-5-4 per beega, and from which being deducted the establishment and proprietor's charges, he had settled with the proprietors of the land named in the margin.

This settlement was made from 1240 Bengali year, and all these papers of the settlement

Total land in Beega of 80 cubits.	Land of re-siding.	Yards.	Gardens.	Best chur land.	Second chur land.	Fit for cultivation.	Not fit for cultivation.
261-18-9	16-0-12	22-4-0	42-8-14	35-17-14	3-0-0	35-4	7-17

were sent to the Sudder Board for approval. Afterwards on 21st July in the year by the English letter No. 19, the Sudder Board, after considering the reduced settlement by Woomacant Sen Bahadoor and having sanctioned the said settlement to be then made for three years, and ordered settlement to be then made afterwards in the year 1250, a general settlement was made at the former

fixed rate. After which Baboo Radanauth Gungopadia, Deputy Collector, in the year 1844, remeasured the land, which was proved by him to be as per margin, and the Collector on examining and correcting the settlement as fixed by the Deputy Collector, Gungopadia Bahadoor, fixed the rent with the ryots at Rs. 20 per beega, and the paper to this Court for acceptance. The Acting Commissioner, on seeing the said paper, forwarded it, on 21st November. The Board having made a roobacary for the Collector to ascertain and report if the proprietors of the land were agreed or not to this settlement, the Collector, in his reply thereto of 4th February last, sent together with the copy of the Roobacary, and the land proprietors' petitions and other papers, the Board's order of 13th February (No. 37 English letter) containing some remarks as to the power and direction of this Court, and the order for settlement is arrived. On seeing all the papers of this matter, it appears that it was the first duty and proper course of the parties who had in charge to settle and make arrangement of the said alluvial land to ascertain the rates established for the neighbouring land around it, and to fix the rate accordingly for such alluvion. By the papers it appears that the rate of rent was first fixed in 1835, by order of the Acting Collector, Mr. Henry Palmer, after such an enquiry as to the rates paid on land in the neighbourhood; and that in 1839 Baboo Radanauth Gungopadia, Deputy Collector, and Acting Collector, Mr. Brown Beresford, have fixed the rate at Rs. 20 per beegah, because they only consider the present condition and circumstances of the neighbouring lands and their rate of rent, but without considering that docks, gardens and buildings have been made on the river bank, and increased gradually by the outlay of the ryots, who have made it thus valuable; and by considering only in this way they have fixed the rate exceedingly high; but it does not anywhere appear by these papers what were the lands respecting which they made investigation for ascertaining the customary rent paid by other ryots in the vicinity where they paid this rate. Besides, if any Government officer should fix the rates of such land merely by observing the improvements made on them by the ryot's own expenditure, they might in that manner fix any unreasonable and excessive rent, and such could not be considered as proper or fair, and could not be agreed to by Government. However, it appears that many people from ancient time, that is to say, before the chur land was formed, took pottahs on the west bank of the river from the owners of the land, and they built and prepared docks, yards and different work places, buildings and gardens upon them; and subsequently the chur land formed opposite to them by which all their places of business being made further from the river, and thrown back from it. If Government should fix the rents of such alluvial land at excessively high rates, as now proposed by Gungopadia Bahadoor, Deputy Collector, and the Acting Collector, then the ryots will suffer loss and be distressed in two ways, inasmuch as the new chur has formed in front of their original land on which they have built factories and such like; and, secondly, their rent would be three or four times that of their original lands, against which the new land has formed, more especially as they did not wish, nor have any occasion for such land. Only on account of their various ancient buildings becoming useless by the formation of the new land, it is become absolutely necessary for them to take it.

Upon this ground it will not be according to justice to fix *more rent on this new land than on the original land*. And by what proof Gungopadia Bahadoor, the Deputy Collector, and Mr. Acting Collector, fixed the rates at Rs. 20 per beega, does not appear anywhere written in their papers, nor for what reason such rate can be said to be a proper one, seeing that if any arrangement was to be made, and the rates fixed, as they endeavoured, by guess, *why then was it not settled at twice Rs. 20 or 40 per beegah even at any higher or more unreasonable rate?* But if Government wishes to get just and proper rent for the alluvial land, as it in nowise appears for what reason or on what grounds this Deputy Collector and Acting Collector could have fixed the rate at Rs. 20, it is certainly proved that they, without considering what are proper rules for settling rates of rent of alluvial lands in their mehal, and without taking *the rent facts into consideration* for making a proper arrangement about the rents, merely by seeing the Sudder Board's letter above mentioned, in which nothing was particularly set forth in these matters, have thus very unfairly fixed the rent. Therefore, in my consideration, it is proper and most necessary to cancel their present arrangement, and proceed on the former one, the rate of rent therein being, as I consider, the just and proper one; and both the Deputy Collector and Acting Collector at the conclusion of their settlement robcary having set aside the mourosi pottahs of Mr. Homfray, a ryot of 16 beghas of land, at the annual rent of Rs. 73-12, and of Mr. Stern of 4 beghas 8 cottas at Rs. 13-14 annual rent, and made a settlement for them at the new rate. According to the purport of Regulation XI of 1825, section 4, first paragraph, it is written that without getting an istemrary from Government, no zamindar can settle alluvial land with ryots or has power to fix the rate of rent at less than is customary; their doing so cannot be considered in any way just and proper *with respect to the above-mentioned chur lands, and according to the decrees referring to alluvial land; the Government is the only party entitled to get the rent and no ryots can lease from the zamindar, or obtain by purchase any such lands or get decrees of Court or take possession without an arrangement with the Government for the proper rent.*

It is ordered that a copy of this robcary, together with all the settlement papers of this order, be sent to the Collector, according to the above-written particulars, and according to the measurement of the land made in the year 1844, and the settlement then made at the fixed rate of Rs. 5-5-4 per beegah; and after arranging with the above-mentioned owners of the the land and deducting their expenses of collections and malikana, the settlement papers be sent to this Court for approval.

## APPENDIX B.

*List of Tenants in No. 12 Char Land at Salkea.*

Settled by Regulation 7 of 1822, with the ryot at Rs. 5-5-4 per beegha, and afterwards with the zamindars for collection, who are paid 25 per cent. of the gross total of collections for their trouble. All the ryots paying alike, therefore, all are paying the prevailing rate. This present state of the jammabundi has been arrived by decrees given through the ignorance of logic and law by the various Judges. All improvements by which the earnings are alone realised have been made solely by the exertions and expenditure of the ryot, consequently the rates were raised contrary even to Act X of 1859 which gives all the profits made by the exertions of the ryot to him.

Chitta No.	Names of Tenants.	Joint 10 and 6-anna zamindars.	10-anna zamindars.	6-anna zamindars.	Total rate per bigha now levied.
					Rs.A.P.
1	Doyaram Nusker, Present Annkul Mookerjee	...	50 0 0	5 5 4	{ 50 0 0 5 5 4
2	John Stalkartt & William Stalkartt	5 5 4	...	...	5 5 4
3	John Stalkartt	...	...	...	...
4	Biswanath Biswas	5 5 4	...	...	5 5 4
7	Modu Mohun Banerjee, Present Rameshwar Malia	5 5 4	...	...	5 5 4
6 & 8	Akter Sirkar, Present Jetan Bibee	...	33 0 0	20 0 0	{ 33 0 0 20 0 0
9	Ram Sing Chowdhari, Present Mohur Sing Chowdhari	20 0 0	...	...	20 0 0
11	Mukdom Bibee, Sadat Alli	26 0 0	...	...	26 0 0
12	Nyaj Bibee, Sadat Alli	10 0 0	...	...	10 0 0
13	Joynarain Shaw, minor son Denendronath Shaw, executrix Sundari Dasee	20 0 0	—	...	20 0 0
14	Doyal & Luckhynarain Sett	...	32 0 0	20 0 0	{ 32 0 0 20 0 0
16	Rajkishore Mukerjee	...	In dispute.		...
17	Modhu Sooden Koondoo	...	...	240 0 0	240 0 0
18	Biswanath Banerjee, Devis Doorgamoni and Brahamoyie	25 0 0	—	—	25 0 0
19	Brindaban Chunder Dutt	20 0 0	...	...	20 0 0
21	Bhongazie, Present Madhow Chunder Ghose	50 0 0	...	...	50 0 0
22	Inambuksoc Jarnadar, Present Sadat Alli	20 0 0	...	...	28 0 0
24	Asutoah Dew, Ghaut	...	Rent-free.		...
26	O. P. N. Company	120 0 0	...	—	120 0 0
28	Mr. Reid, Dwarkanath Mullick	100 0 0	...	—	100 0 0
30	Mackinnon, Mackenzie & Co.	100 0 0	...	—	100 0 0

The zamindars have tried by law-suit to raise the rental of plot No. 2 from Rs. 77 to Rs. 2,778. This will give some idea of the oppression of which we speak.

## SUPPLEMENT.

*Meeting held at Raputa by the Ryots of the surrounding villages, 25th March 1881.*

BABU RANGALAL MUKERJEE, *in the chair.*

*First Resolution.*—Moved by Babu Upendro Nath Mukerjee-Raputa,  
Seconded by Babu Rakhaldass Mukerjee—

That among the many blessings which the Government have conferred on the people of Bengal, the Permanent Settlement,—Regs. 1-48 of 1793—is the greatest and noblest. Its provision for the non-enhancement of rates of rent upon the ryots has occasioned their settling, and thereby they have given their attention to the cultivation of the soil, consequently their industry under the protection of God has enabled the Government to ward off the blows of famine, and in some measure improved the position of the people till the year 1859, when Act X of that year came into operation, since when the zamindars through the Courts of Judicature have greatly oppressed the ryots; therefore the Meeting proposes that the opinion of the late Maharajah Rammohun Roy, (himself a zamindar of considerable estates), expressed at the Committee in England appointed by Parliament to enquire into this present question in 1831-32, be forwarded *in extenso* to Government, as it almost expresses the same opinion by the Marquis Cornwallis in 1790.—Page 441, Report of Rent Commission.

- (1) "A declaration by Government that the zamindars and farmers had oppressed the ryots."
- (2) "A public declaration by Government that it did not intend to enhance rents, but to fix such as were legal on a permanent basis; to secure the ryots in the enjoyment of their property against all oppressions by zamindars or farmers; and that *the residue of the produce, after satisfying the Government demand, should be retained by the ryot for the support of his family.*"
- (3) "A declaration by Government that it was necessary to secure the ryots in the perpetual and undisturbed possession of their lands, and to guard them against arbitrary exactions."
- (4) "A declaration by Government that there was no foundation of right, no colour of pretence, for the ejection of ryots."

*Extract from the Report of the Committee in England, 1831-32, on the Examination of the late Maharajah Rammohun Roy (to be found in the Bengali School Books).*

Q. "What is the condition of the cultivators under the present zamindari system of Bengal and Ryotwary system of the Madras Presidency?"

A. "Under both systems the condition of the cultivators is *very miserable*; in the one they are placed at the mercy of zamindar's avarice and ambition, in the other they are subjected to the extortions and intrigues of the surveyors and other Government revenue officers. I deeply compassionate both, with this difference, with regard to the peasantry of Bengal that the landlords have met with indulgence from Government in the assessment of their revenue, while no part of this indulgence is extended towards the cultivators. In an abundant season, when the price of corn is low, the sale for their whole crops is required to meet the demands of the land-holders, leaving little or nothing for seed or subsistence to the labourer or his family.

Q. "Can you propose any plan of improving the state of cultivators and inhabitants at large?"

A. "The new system acted upon during the last forty years having enabled the landlords to ascertain the full measurement of the lands to their own satisfaction, and by successive exactions to raise the rents of the cultivators to the utmost possible extent, the very least I can propose, and the least which Government can do for bettering the condition of the peasantry, is absolutely to interdict any further increase of rent on any pretence whatsoever."

*Second Resolution.*—Moved by Babu Annadaprosad Chatterjee,  
Seconded by Babu Aghar Nath Banerjee.

That having regard to the provisions of the Permanent Settlement in 1793 by the Marquis Cornwallis, which re-assure to the ryots' protection from all hard-

ships and arbitrary extortion, "future ease and happiness," this Meeting begs to record its emphatic protestation against the draft Rents Bill amended by Mr. Reynolds, which vitally destroy the rights and interests of the ryot.

*1st.*—In section 10 doubling the rent every ten years; this for every rupee of rent paid this year would become at the end of a century from Rs. 1,000 to Rs. 2,000 per bigha, and the cost of rice Rs. 250 to Rs. 500 per maund. This defeats the object of all good Governments, which is to supply cheap food to the masses of the people. In England they have abolished the Cornlaws. In France if the price of bread exceeds a certain fixed rate, then the Government pay the excess.

*2nd.*—In continuing the objectionable clauses at page 11, section 22, clauses I, III and IV, to retain No. 1 under the nomenclature of enhancement is improper, as this solely refers (1) to the equalising of rates of revenue. No. 3—For that which it supposes that the productive powers of the lands can increase without the agency of the ryots is literally impossible, which is so true that there is no occasion for us to discuss this matter, so we simply say it should be struck out of the Rent Bill.

*4th.*—In Bengal the zamindars are in most cases mohajuns or bankers of the ryots, so it is impossible for the ryot to get any advantage from the prices in the locality or the usual markets having advanced, therefore, if the ryot gets any increase it must be by his own cleverness or agency; therefore this clause is a nonentity, and should be struck out. If by these two clauses the rate could be enhanced, then it must be reduced to that of the prevailing rate,—that of the 1st clause, and overrules the others.

*Section 6, Chapter 6.*—This is not so favourable to the ryots as in Act X, for in that Act the ryot had only to show that his rent had not been changed for 20 years, whereas by the new law it is from 1839 to this present time, 1881, this is 42 years, and every year makes it worse and worse instead of better. It is also almost impossible for the ryot to shew receipts of rent for 20 years; *1stly*, because the paper on which it is given is so inferior, that they cannot possibly last for great length of time, considering they have no proper place to keep the papers in—perhaps, only an earthen vessel or *handi*, without cover, where insects can easily attack it.

The houses of the people are really only what would be called hovels in England. They are principally made of mud with a roof of bamboos and thatch, which certainly requires to be renewed every six years; in renewing it requires taking down of the whole of the thatch, so that the interior of the house is exposed to winds of heaven: of course, this is seven times in 42 years. There is also chances of fire, as the huts have no chimneys. It materially lessens the probability of the ryot being able to shew receipts for 40 years. The utmost length of time for which we can expect the ryots to shew their receipts is 10 years, but as we ask fixity of rates, last year's receipts would be sufficient. Again the receipts are such little pieces of paper that it is a wonder that they are not lost.

*Section 21, Clause III.*—No rent should ever exceed one quarter of the gross produce, *where payments have been originally made in kind*, and where a suit is liable.

That according to the custom in Bengal at the time before and after the Permanent Settlement, payment in money has always been the custom, therefore in Bengal, we wish that this custom be continued. To apply the above rule will lead to much confusion, as the rates would vary year by year, and the zamindar's object of prompt payment of the ryots' rent would be defeated. The zamindar's desire is to get payment from the ryot before he has to pay the Government rent, and if he has to sell the produce he could not receive it till 3 to 6 months after the time when Government revenue is due, unless he sold it at a loss. Hence all payments should be in money, and as the above rule of division of crop is not applicable, we desire that fixed rents, if there is any dispute, may be determined without intervention of a law suit. In other words, the Collector may be appointed to adjust the rates before they are due; and till this takes place, the rent paid last year should be the only one at present authorised by law.

When the zamindar refuses to take the year's rents due on the basis of last year's rent, then the ryot shall have the privilege of paying it into the

The Association would, in the next place, venture to draw His Honour's attention to the provisions of Sections 36 and 77 of the Bill as drafted by Mr. Reynolds, and of the alterations that have been made in them, very much to the prejudice of the ryots. Section 36 of the Rent Bill as drafted by the Commissioners provides that a ryot may, without the permission of the zamindar, erect upon land let for purposes of agriculture a brick-built or other dwelling-house suitable for himself and his family. Section 31 of Mr. Reynolds' Bill, which corresponds to Section 36 of the old Rent Bill, omits all reference to a brick-built house, and under the section as drafted by Mr. Reynolds, it will not be possible for a ryot to build a *pukka* house without the previous consent of the zamindar having been obtained. The mention of the brick-built house is said to be unnecessary, because "it is believed that a ryot hardly ever builds a *pukka* house without first securing a permanent lease of the land." But a zamindar may not grant him a permanent lease of the land, and it is obviously to the advantage of the ryot and of the country that he should be encouraged to cultivate habits of thrift and to erect substantial buildings. The Association would accordingly submit that the right of building *pukka* houses with or without the consent of the zamindar as proposed to be conceded to the ryot by the provisions of Section 36 of the Rent Commissioners' Bill may be embodied into law.

27. Further, the Association would also crave leave to be allowed to take exception to the modification introduced by Mr. Reynolds in Section 77 of the Bill as drafted by the Rent Commissioners. Clause (b) of Section 77 says that "a ryot is entitled, *any custom to the contrary notwithstanding*, to cut down and appropriate trees on his holding planted by himself or by any ryot from whom such holding was derived by public or private sale, &c." This clause has been altogether omitted from the Bill, and "the question," says Mr. Reynolds, "will be left to be governed by local custom and contract as at present." Local custom in the Mofussil, the Association regret to say, in most cases, means the power of the strongest; and the helpless ryots will often find it hard to prove the existence of a local custom against the power and influence of the zamindars. The Association are of opinion that Clause (b) of Section 77 of the old Bill should be embodied into law.

28. In conclusion, the Association have to express their gratitude to the Government for its earnest effort to bring to a satisfactory settlement this important question which now for some time has greatly stirred the public mind of this province. It would scarcely be possible to conceive of a question more intimately connected with the agricultural prosperity of Bengal and the material welfare of her people. It would indeed be a matter of sincere congratulation, if the relations between landlords and tenants could once for all be placed on a satisfactory footing. Agriculture cannot prosper, wealth cannot advance, there can be no real improvement in the condition of the people, unless the two great sections of the community—landlords and tenants—live in mutual amity, anxious to guard their own interests, but careful also about the interests of their neighbours. The Association look upon the proposed Rent Law as an honest effort on the part of the Government to settle the present unhappy relations between landlords and tenants, and it is on this account they feel deeply grateful to the Government. The Association have to express their regret for the unavoidable delay that has taken place in the submission of this letter. The delay has taken place owing partly to the endeavour made by the Association to obtain from different parts of the country the opinion of those who are known to take a deep interest in the Rent question and who have studied it carefully.



To the HONOURABLE SIR ASHLEY EDEN, K.C.S.I., *Lieutenant-Governor of Bengal.*

The humble Memorial of the undersigned  
Ryots of Burdwan, Beerbhun, Hooghly and  
the 24-Pergunnahs.

RESPECTFULLY SHEWETH,—that Your Petitioners feel deeply grateful to Your Honour for the anxious interest you have always felt in the welfare of the peasantry of Bengal. It was with a view to improve the condition of the peasants, and to place on a satisfactory footing the existing relation between landlords and tenants, that Your Honour was pleased to appoint a Commission to collect information and to draft a Bill on the Rent question. To make the inquiry still more complete, Your Honour was pleased to appoint the Hon'ble Mr. Reynolds especially in charge of the Bill, and portions of Mr. Reynolds' Bill have already been published.

2. Your Petitioners regret that they are obliged to take exception to several of the provisions of the new Bill and to the changes which have been introduced by the Hon'ble Mr. Reynolds in several important sections of the Bill as drafted by the Rent Commissioners. In the first place, your petitioners will beg leave to protest against the provisions of sections 6 and 16 of the new Bill. Under the provisions of Act X of 1859 and of Act VIII of 1869 (B.C.), as under those of the Bill as drafted by the Rent Commissioners, it was necessary for ryots and tenure-holders claiming a fixed rent to shew that they had been in possession of their holding at such fixed rent for twenty years previous to the institution of the suit. This salutary provision of the law it is now proposed to alter, and if the sections to which your Petitioner have called attention were to be incorporated in the proposed Rent Law, a serious blow would be dealt at the interests of the ryots. Your Honour, whose knowledge of the country is so great, cannot be unfamiliar with the fact that rent receipts are for the most part given in loose sheets of paper of the worst kind, which are stored away by the ryots in *handis* and other receptacles of a similar nature; and that it would be next to impossible, in a climate like that of this country, to preserve them for more than twenty years at the outside. But admitting that these receipts might be preserved, if proper care were taken of them, it is hopeless to expect that men in the position of your Petitioners, without any education, and who cannot take care of their own interests, would be found able, as a rule, to produce receipts extending over a period of nearly 40 years. It must also be obvious that with each year it would be more and more difficult for the ryot to substantiate his claim to a fixed rent. If the sections were to be in force from next year, it would be necessary for the ryot or the tenure-holder to shew that for 43 years previous to the institution of the suit he had been in possession of his holding at a fixed rent; the year after it would be necessary to shew that for 44 years the holding had been in his possession at a fixed rent. Thus from year to year, the ryot would find it more and more difficult to substantiate his claim to be allowed to retain his holding at a fixed rent, until at last after the lapse of a few years, it will no longer be possible for any ryot or tenure-holder to substantiate such a claim. Your Petitioners would therefore most respectfully pray that Your Honour will be pleased not to allow any change in the existing law. Indeed Your Petitioners would be glad if, instead of being called upon to produce evidence extending over 20 years to substantiate a claim for fixed rent, the period was reduced to 12 years.

3. That your Petitioners are deeply grateful to Your Honour for the intention you have expressed to confer the occupancy-right upon all settled cultivators, the *khodkhasht* ryots of the Permanent Settlement; but they regret to find that the Bill as drafted by Mr. Reynolds takes away a right, which the Rent Commissioners desired to confer upon them under their Bill. Ryots who had been in continued possession of their holdings for a period of 12 years and more were declared occupancy-ryots under the old Bill. This right is taken away from Paikast ryots under the provisions of the new Bill. Your Petitioners would respectfully pray that Paikast ryots, who have been or shall be in con-

tinued possession of their land for a period of 12 years and more, may be placed on the same footing with *khodkásht* ryots and may be declared to be ryots enjoying the occupancy-right. It cannot be to the good of the State or conducive to the welfare of the agricultural community that any portion of that community should be reduced to the position of mere tenants-at-will, who may be evicted from their lands at the will of the zamindar, and who, in this respect, is at liberty to exercise an unbounded discretion, unfettered by any salutary provision of the law. But under the Bill as drafted by Mr. Reynolds, paikast ryots have virtually been reduced to this position, for, under its provisions, ryots are not allowed to retain their land against the will of the zamindar, though under the Bill, as drafted by the Rent Commissioners, ryots who had paid rent for three years could not be evicted so long as they paid their rent regularly. Your Petitioners would respectfully pray that in this respect the provisions of the old Bill might be embodied in the law which Your Honour may think necessary to enact.

4. Referring to the provisions for enhancement of rent, your Petitioners would submit that Your Honour will be pleased to enact that the rate of enhanced rent shall not be liable to a further enhancement during a period of thirty years for land held for ordinary agricultural purposes, and for sixty years as regards land on which permanent works have been raised. Your Petitioners claim the Permanent Settlement as their *Magna Charta* as much as the zamindars do, and as under the regulations relating to that settlement, it is not competent to the Government to claim an enhanced revenue from the zamindars, so in the same way, and under the self-same provisions, it is not competent to the zamindars to demand from the ryots a higher rate of rent than the pergunnah *nirikh*. But the intention of this benevolent provision has been more honoured in the breach than in the observance thereof. The zamindars have been all-powerful; and though the rent payable to the zamindar was fixed in the same way as the revenue payable by him to Government, the zamindar has gone on enhancing his rent, and what indeed is truly remarkable, the Legislature has ratified with its authority the power of the zamindar to claim enhancement of rent, a power expressly taken away from him by the provisions of the Permanent Settlement. Under the provisions of the Permanent Settlement, your Petitioners may claim that the pergunnah *nirikh* of those days be declared to be fixed for ever. But they are aware that it would now be extremely difficult, after the lapse of a century, to ascertain the pergunnah *nirikh* that obtained at the time of the permanent Settlement; it would be equally difficult now perhaps on the part of the Government to declare the rate of rent of the ryots to be fixed for ever, for the Government has practically recognized the right of the zamindar to enhance the rate of rent payable by the ryot, from time to time. But your Petitioners cannot but complain that the time during which rents shall not be liable to enhancement has been limited to only ten years, which actually places the Bengal ryot in a worse position than that of the ryot in Upper India and Bombay, with whom the Government fixes the rent for 30 years, during which it is not liable to enhancement. Further, your Petitioners cannot but regret that it is proposed to allow the zamindar to raise the rent to double its former rate. It must be obvious that less the liability on the part of the ryots to comply with constant demands to pay increased rents, the greater is the chance of their spending capital upon their land, and thus improving their property and enriching the country. Your Petitioners would therefore pray that Your Honour will be pleased to enact that the limit of enhancement shall not exceed an anna in the rupee of the old rent, and that as regards land used for ordinary purposes, the rate of enhanced rent shall not be liable to enhancement for a period of thirty years, and that as regards land where buildings or other permanent erections are raised, the rate of enhanced rent shall not be liable to enhancement for a period of 60 years from the date on which such enhancement takes effect. The question of measurement is intimately connected with that of enhancement. Different standards of measurement lead to a great deal of oppression. Your Petitioners therefore pray that a uniform standard of measurement should be adopted throughout the province, and that no departure from this uniform standard should be allowed in deference to local custom.

5. Your Petitioners would crave leave to be allowed to protest against

those sections of the draft Bill, as prepared by the Rent Commissioners, under which jurisdiction is conferred upon the revenue authorities to take cognizance of rent-suits. Your Petitioners are of opinion that the cumbrous machinery provided for the disposal of rent-suits in the Rent Bill is unnecessary, and that the rapid disposal of such cases would be greatly facilitated by the appointment, if necessary, of additional Moonsiffs, who shall take cognizance exclusively of rent-suits. Your Petitioners submit that it would also be a great advantage if they were allowed to deposit their rents in the Moonsiff's Court, and by means of Money Order. Your Petitioners regret to say that in Mr. Reynolds' Bill, the law of distraint has been introduced which the Rent Commissioners thought was oppressive, and which they had removed from their Bill. Your Petitioners can bear their personal testimony to the oppression which the practical working of this law is attended with in the Mofussil; and they fervently hope that the exceptional powers implied in this law will be taken away from the zamindars.

6. Your Petitioners have now laid their prayers before Your Honour in connection with that important question which Your Honour is so anxious to settle. Your Honour is the truest friend of the people; Your Honour was the champion of the people during the indigo-crisis; and your Petitioners hope that the last act of Your Honour's distinguished career in India will be the enactment of a law, which, while it will not interfere with the just rights of the zamindar, will at the same time restore to the ryots some of those precious rights which were guaranteed to them by the Permanent Settlement, but which have been taken away from them, because they themselves were ignorant and poor, and the zamindars were all-powerful.

And Your Petitioners, as in duty bound, shall ever pray.

Dated 27th June 1881.

*From—The Honorary Secretary, Indian Association, Calcutta,  
To—The Secretary to the Government of Bengal.*

I AM requested by the Indian Association to submit the following observations in reply to the letter of Government dated the 19th July 1880.

2. Since the receipt of the Government letter, the Association have endeavoured to ascertain the views of the ryots and of those interested in their welfare. The public meetings of the ryots that have been held in different parts of the country—at Kissengunge, Poradaha, Gooshpara and Gopalpur, in the Nuddea district, at Lagusai in Beerbhoom, at Rahita in the 24-Pergunnahs, at Boidyabatti in Hooghly, at Burdwan, and in the town of Calcutta itself, have enabled the Association to form a tolerably correct idea of the views of the ryots themselves upon the many important provisions of the Rent Bill; and while the Association will not give their unqualified support to the views expressed by the ryots at their different meetings, they think it important that Government should know what the views of the ryots are, in connection with those questions in which they, more than any other section of the community, perhaps, feel deeply interested.

3. The Association cannot sufficiently express their obligations to the Government of Sir Ashley Eden for the warm interest it has felt in the welfare of the ryots. It is notorious that the relations between landlords and tenants are in a most unsatisfactory state and have been so for a number of years. The circumstances of the case urgently called for legislative interference. Sir Richard Temple, on the eve of his laying down the reins of office, was anxious to introduce a Bill which would place the relations between landlords and tenants on a more satisfactory footing; and among the questions which Sir Ashley Eden took up at once, on assuming the government, was this question relating to the settlement of the relations between landlords and tenants. That Government has every right to interfere for the benefit of the ryots by legislative enactment is what will not admit of a moment's doubt. Section VIII of Regulation I of 1793 expressly reserves this power to the Government. The section says:—

To prevent any misconstruction of the foregoing articles (fixing the Government revenue for ever) the Governor General in Council thinks it necessary to make the following declarations to the zamindars, independent talukdars, and other actual proprietors of land. *First*—It being the duty of the ruling power to protect all classes of people, and more particularly those who from their situation are most helpless, the Governor General in Council will, whenever he may deem it proper, enact such regulations as he may think necessary for the protection and welfare of the dependent talukdars, ryots and other cultivators of the soil; and no zamindar, independent talukdar, or other actual proprietor of land shall be entitled on this account to make any objection to the discharge of the fixed assessment, which they have respectively agreed to pay.

Then, again, the Court of Directors, in one of their despatches, previous to the conclusion of the Permanent Settlement, declared as follows:—

We, therefore, wish to have it distinctly understood that, while we confirm to the landlords the possession of the districts which they now hold, and subject only to the revenue now settled, and while we disclaim any interference with respect to the situation of the ryots, or the sums paid by them, with any view to an addition of revenue to ourselves, we expressly reserve the right which clearly belongs to us, as sovereigns, of interposing our authority in making from time to time all such regulations as may be necessary to prevent the ryots being improperly disturbed in their possession, or loaded with unwarrantable exactions. A power, exercised for the purpose we have mentioned, and which has no view to our own interests, except as they are connected with the general industry and prosperity of the country can be no object of jealousy to the landholders, and instead of diminishing, will ultimately enhance the value of their proprietary rights. Our interposition, where it is necessary, seems also to be clearly consistent with the practice of the Mogul Government, under which it appeared to be a general maxim, that the cultivator of the soil, duly paying his rent, should not be dispossessed of the land he occupied.

4. The power of the Government to enact laws from time to time for the benefit of the ryot being thus unquestioned, and the necessity for such interference in the present relations between landlords and tenants being equally

clear, the Association venture to think, the Government very wisely resolved to appoint a Commission which would collect information, digest the materials, and finish their labours by the submission of a Bill. The *personnel* of the Commission was such as was calculated to assure the friends of the ryots that substantial justice would be done to them. Mr. Mackenzie, Mr. O'Kinealy, and Mr. Harrison were gentlemen who combined an intimate knowledge of the land system of the country with deep sympathy with the peasantry, and a living interest in their welfare; and with certain modifications, to which attention will presently be drawn, the Association are prepared to offer their support to the draft Bill. They certainly prefer the draft Bill of the Rent Commissioners to that prepared by the Hon'ble Mr. Reynolds. Mr. Reynolds' Bill does not traverse the entire ground covered by the Bill of the Rent Commissioners, and the Bill prepared by that gentleman, as it is, is open to serious objections, and is, the Association submit, highly detrimental to the interests of the ryots in many important respects.

5. The most important portions of the Bill, as drafted by the Commissioners, may be divided under the following heads:—

- (1) The provisions relating to occupancy holdings.
- (2) The provisions connected with enhancement of rent and the law of distraint.
- (3) The law of procedure.

6. Now with reference to occupancy-holdings, the Association are of opinion that such tenures should be made transferable, and they have great pleasure therefore in giving their support to Clause B of Section 20 of the draft Bill of the Rent Commissioners. As a matter of fact, in many districts, local custom has already made occupancy-tenures transferable, and the tendency is indeed general for such holdings to become saleable. It is to be regretted that the zamindars have thought it fit to object to this incidence being attached to occupancy-tenures. They say, the incidence involves a direct infringement of the old Regulations. It might be asked—are the zamindars prepared to go back in every particular to the old Regulations connected with the Permanent Settlement? If they are, the ryots and their friends would want nothing more; for it cannot be forgotten that under the Regulations of the Permanent Settlement, the zamindars have no power to enhance rents beyond the *pergunnah*-rate—the rate that prevailed in the *pergunnah* at the time of the Permanent Settlement. It is to be feared the zamindars would object to the *pergunnah* rate of rent being unalterably fixed, beyond which it would not be possible for them to raise the rate. But surely it is both opposed to reason and to all sense of fairness that zamindars should repudiate the portion of the Regulations which would be to the benefit of the ryot, but that they should be allowed to seek shelter behind that, which, if it is not an omission in the old Regulations, is certainly not opposed to their tenor, and for which authority has been reserved by the terms of those Regulations.

7. Nor is it possible to over-estimate the benefit which the bestowal of this right would confer on the peasantry as well as on the zamindars. The prosperity of the peasantry means the prosperity of the zamindar. A teeming population of impoverished ryots is what no prudent zamindar would like to have on his estate. If the ryots find it hard to maintain themselves, they will find it much harder to pay their rents. If, on the contrary, they are prosperous and well-to-do, they will pay the rents punctually, the zamindars will get their dues, there will be less of litigation, less of those bitter and angry feelings which now unhappily characterize the relations between landlords and tenants. Moreover, the draft Bill provides that the occupancy-holding is liable to sale, for the realization of arrears of rent. It is a decided advantage to the landlord to have another ready means placed at his disposal for the realization of arrears of rent. This will ensure the more punctual and regular realization of his dues. The benefit to the ryot, on the other hand, will be simply incalculable. Fixity of tenure on fair and equitable rents is the foundation of the agricultural prosperity of a country. Assure the ryot that so long as he pays his rents regularly, he will be left in the undisturbed enjoyment of his holding, and he is furnished with the strongest incentive to the improvement of the land. To cite a few instances out of many which might be quoted, the cultivators of the district of Chittagong enjoy a fair degree of security of tenure, and His

Honour is aware what large sums they expend out of their own incomes to build embankments to keep out the sea-water and improve their land. In Backergunge also, where the cultivators enjoy a very fair degree of fixity of tenure, the expenses which they incur to improve their lands, and specially their homestead lands, are not unknown to the authorities. On obtaining or buying a holding, the cultivator often plants it out with mandar plants, if he intends to make it into a betel-nut garden. A few years pass, and the mandar plants grow up, and then the cultivator plants young betel-nut trees in the shade of the mandar. Years pass on before these young plants are able to bear fruit, and all this time the ryot has been paying rent *kist* after *kist* from his own pocket without a penny of return from the land. His reward, however, comes in the end, and an extensive forest of betel-nut trees smiles round his homestead in time, and ensures to him a source of income which he hopes to transmit to his sons and his sons' sons. Visitors have been struck with the extensive and lucrative betel-nut gardens almost all over this district; but few have stopped to think that the secret of this phenomenon is the security of tenure of the Backergunge ryot, and the possession of a kind of property in the soil which induces and enables him to labour patiently year after year to enrich the land and the country. When these instances are compared with that of the ryots of Behar under the *ticcadari* system,—ryots who spend no money on their lands, who have no idea to improve their lands, it will be at once manifest that in Bengal at least, improvement of land, and the consequent enrichment of the country, depend on protection and security bestowed on the cultivators. Withdraw that security, and the Bengal ryot who well understands his own interests will cease to spend any capital on his land, will decline to improve the soil which may pass to the zamindar the next day. Extend that security, and the strongest of human motives,—self-interest,—will induce the ryot to enrich his land and enrich his country. The absolute correctness of these facts are known to every impartial observer who has marked the progress of agriculture in Bengal, and must surely be known to so careful and accurate an observer as His Honour the Lieutenant-Governor of Bengal. And it is the knowledge of these facts that makes the Indian Association welcome the new provisions relating to the protection of all resident cultivators, provisions which will necessarily conduce to the prosperity and well-being of the country and the people.

8. The Association rejoice that both in the draft Bill and the Bill prepared by Mr. Reynolds, it is proposed to make occupancy-holdings saleable. But if the tenure is made saleable, the Association are of opinion that it should be also allowed to be mortgaged. They are glad to find that in the Bill, as amended by Mr. Reynolds, the clause which prohibited the mortgage of occupancy-holdings has been omitted. The privilege, however, has been rendered practically null by prohibiting the sale of the holding in execution of a decree upon the mortgage bond; for the draft Bill as well as Mr. Reynolds' Bill provide that an occupancy-holding shall not be saleable in execution of any other decree, save and except a decree "passed for arrears of rent." Now the effect of the restriction would be that it would be impossible for the ryot to obtain money upon the mortgage of his tenure, for no man would advance him money on the mortgage of property which could not be sold in execution of a decree obtained upon the mortgage bond. If it should be thought proper to allow the ryot to raise money upon the mortgage of his tenure, it does not appear very clear why the right of the mortgagee should be fettered to an extent which will practically deprive the ryot of the boon which is sought to be conferred upon him. The restriction, the Association would repeat, would practically amount to a withdrawal with the one hand of a boon which is sought to be conferred with the other. The Association do not share the alarm that is felt in some quarters at the ryots being allowed to mortgage their holdings. They do not apprehend that the result of such a concession would be a wholesale transfer of occupancy-holdings into the hands of money-lenders. It is altogether a mistake to suppose that the Bengal ryot, when he has the opportunity, will run into debt, in order that he may have the pleasure of depriving himself of any kind of property that he may possess. In Backergunge, Chittagong and other districts, the salutary effect of the possession of property upon the habits and character of the peasant is very evident. In these districts, as has already been seen, where the ryots enjoy a certain degree of fixity of tenure, and possess a certain kind of property, instead of wasting their pro-

perty upon expensive marriages and expensive *shrads*, they take every care of their holdings, and no pains are spared to improve them and to make them a source of profit. The right to mortgage the occupancy-tenure will again enable ryots to borrow money at a comparatively lesser rate of interest than what is now paid. The greater the security the creditor has for the realization of his money, the less will be the rate of interest he will charge; but if he does not possess the right to sell the property mortgaged to him, it is evident that he does not possess a ready means for the realization of his money, and must therefore charge a higher rate of interest. The greater the facilities created by the Legislature for the realization of money lent to the ryots, the less will be the difficulties capitalists will feel in helping them with loans; and it is not perhaps unreasonable to expect that increased facilities in this direction may eventually lead to the establishment of Agricultural Banks in the Mofussil which, by lending the ryot money at a low rate of interest, will materially tend to improve the agricultural prospects of the country and the condition of the ryot himself. Altogether, therefore, the Association submit, there is no prospect whatever of the ryots ruining themselves by being allowed to mortgage their holdings. As the right has been conferred upon the ryot to mortgage his holding, by the withdrawal of the restriction provided in the draft Bill, and which has been referred to above, the Association would respectfully urge upon the Government the propriety of allowing the ordinary law of the land to take effect in regard to mortgage-bonds relating to occupancy-tenures.

9. The Association will now proceed to consider the question as to what will constitute an occupancy-tenure. Section 19 of the draft Bill says that "subject to the provisions of section 11, any ryot who, for a continuous period of 12 years, has, as a tenant, held or has, as a tenant, occupied and cultivated land, and paid rent for the same, has a right of occupancy in the land so held or occupied and cultivated by him, whether held or occupied under a lease or otherwise." Continuous possession for 12 years, and the payment of rent during that period entitle the ryot to the rights incidental to the occupancy-tenure. This has been the law since 1859. Mr. Reynolds' Bill, however, seeks to introduce an important change in the Bill. Section 18 of that Bill provides that "every settled ryot has a right of occupancy in the land which he holds or cultivates as a tenant, whether such land be held under a lease or otherwise.

"*Explanation 1.*—A settled ryot is a ryot who has his fixed habitation in the village or estate in which he holds or cultivates land as a tenant; or whose fixed habitation is within a distance of two miles from the lands which he holds or cultivates as a tenant."

10. By the old regulations, the *khodkast* ryots are entitled to the privileges attached to the occupancy-tenure, and the Association are deeply grateful to His Honour for his declaration that the "Lieutenant-Governor desires to see occupancy-tenure made the rule and not the exception." Unquestionably "a substantial tenantry, free from debt and in a position to save and bear the pressure of occasional bad seasons, is what Bengal requires."

11. The Association appreciate the spirit of the section just quoted from Mr. Reynolds' Bill. They feel that all resident cultivators should enjoy the occupancy-right, but they cannot accept the explanation given. The explanation given will deprive all *paekast* ryots of the occupancy-right which, ever since 1859, they have been able to acquire by continued possession, extending over a period of 12 years. If, as His Honour the Lieutenant-Governor proposes, and the Association venture to think very properly, that the occupancy-tenure should be made the rule and not the exception, it would hardly be consistent with that declaration that the boon should be confined only to ryots who have a fixed habitation in the village or estate in which they cultivate or hold land as tenants, or to those whose fixed habitation is within a distance of two miles from the lands which they hold or cultivate. Nor is the consideration to be overlooked that it often happens that ryots hold land in several villages; and in the sense of a fixed habitation in any village they have none, for they move from one place to another according to their requirements. These ryots are known under the name of *Dowallabari* ryots. Surely it is not intended that they should not enjoy the occupancy-right; but under the terms of the explanation appended to section 18 of Mr. Reynolds' Bill, they certainly could never come to possess the occupancy-right. The Association would accordingly

submit that a settled ryot, under the provisions of section 18 of Mr. Reynolds' Bill, should be defined as a ryot who, for a continuous period of three years, has, as a tenant, held, or has, as a tenant, occupied and cultivated, land and paid rent for the same. This was the view of His Honour the Lieutenant-Governor, expressed in a letter addressed to the British Indian Association last year; and the Indian Association have great pleasure in supporting this view.

12. The Association would now proceed to offer their observations on the provisions relating to enhancement of rent. His Honour the Lieutenant-Governor is resolved to secure fixity of tenure to all occupancy-ryots. It is true that ryots enjoying the occupancy-tenure cannot be evicted even for non-payment of arrears of rent; but their holdings might be sold in execution of a decree for arrears of rent. The question of enhancement is thus intimately connected with that of fixity of tenure; for it is obvious that, if the power of enhancing rents is not controlled by proper checks, fixity of tenure can only exist in name. If landlords were at liberty to enhance rents whenever they pleased, and to any amount they pleased, ryots could not be expected to continue in possession of their land for any length of time; and though fixity of tenure might be secured to them by the most stringent provisions of the law, the boon would be incompatible with unlimited facilities given to landlords to enhance rents. As regards occupancy-ryots, under the provisions of the draft Bill, as well as those of Mr. Reynolds' Bill, a landlord is entitled to enhance the rent payable to him in money upon any one or more of the following grounds:—

- (1) On the ground that the rate of rent paid by such ryot is below the prevailing rate payable by the same class of ryots for land of a similar description and with similar advantages in the vicinity;
- (2) on the ground that the quantity of land held by such ryot has been shown by measurement to be greater than the quantity for which rent has been previously paid by him;
- (3) on the ground that the productive powers of the land held by such ryot as compared with such powers at the time when the rent was fixed, or at any subsequent time, have increased otherwise than by the agency or at the expense of the ryot, and from causes not merely temporary or casual;
- (4) on the ground that the prices of produce in the locality, or at the usual markets, as compared with similar prices at the time when the rent was fixed or at any subsequent time, have increased otherwise than by the agency or at the expense of the ryot, and from causes not merely temporary or casual.

In any case, in which the rent of an occupancy-holding is enhanced upon the third or fourth ground, the enhanced rent shall not be more than double the rent previously paid (Section 23 of the draft Bill). Such are the provisions relating to enhancement of rent as regards occupancy-holdings. With regard to ryots not enjoying the occupancy-right, the provisions in Mr. Reynolds' Bill relating to enhancement of rent are as follows:—

29. (1) A ryot who does not possess a right of occupancy shall not be liable to pay a higher rent than that payable by him for the previous year, unless a written agreement has been entered into by him and his landlord for the payment of such higher rent; or unless a notice demanding such higher rent has been served upon him within the time provided in Clause (2) of Section 27 for the notice therein mentioned.

(2) When a notice demanding higher rent has been served upon any such ryot as provided in Clause (1), such ryot, if he is unwilling to pay such enhanced rent, may relinquish the land before the first day of the year next ensuing after service of such notice. If he does not so relinquish the land, he shall be liable to pay the increased rent demanded by such notice from such first day of the year next ensuing: provided that he shall not in any case under this rule be liable to pay more than double the former rent.

*Explanation.*—When any such ryot is served with a notice to quit or pay a specified increased rent, and he elects to remain in possession of the land mentioned in such notice, the tenancy is not thereby determined, and such notice shall be treated as a notice under Clause (1).

13. The Association gratefully acknowledge an improvement in the law as regards the provisions relating to enhancement of rent in the case of such ryots as do not enjoy the occupancy right. Under the existing law, as the Rent Commissioners point out, "there are no express provisions for enhancement, and the practical result is that if any ryot not having right of occupancy refuses to pay an enhanced rent demanded of him, he is evicted by his landlord," though it is true that if he is allowed to remain, more than a reasonable rent cannot be



recovered from him. It is much more satisfactory that the maximum limit of enhancement should be definitely laid down, than that it should be left to the discretion of the authorities in each particular case, as to what constitutes "reasonable rent." But while the Association have to record their acknowledgments for the proposed change, they cannot help thinking that the maximum limit of enhancement has been fixed too high.

14. The Association would recommend that the increment should not be over half the former rent, and that this rule should be applicable when the rent is enhanced on the first ground, as well as when it is enhanced on the third and fourth. The Association cannot state their reasons for this recommendation better than in the words of the Report of the Rent Law Commission: "It usually happens that the causes \* \* are gradual in their operation, and the cultivator gradually gets accustomed to the enjoyment of the increase. To have to give up and hand over to his landlord any part of what he has appropriated and learned to regard as his own, seems hard to a person who, like an uneducated cultivator, is more prone to consider the present grievance than the past benefit which he has been enjoying. If so much is suddenly taken as to affect a sensible change in his position and standard of comfort, a feeling of injury is excited which, it is impossible to say, has not some foundation in reason." If a man who has paid Rs. 2 per bigha for years past, is suddenly called upon to pay Rs. 3 per bigha, there is no doubt he will feel the difference very much, as his standard of living has probably improved in proportion to the profit he has got out of his land after paying rent. Nevertheless, the Association would allow this enhancement, but they would fix it as the maximum. To ask that cultivator to pay Rs. 4 would indeed be a grievous injury to him, and would be little short of compelling him to leave his land. The Association approve of the retaining of the old grounds of enhancement in the case of occupancy-ryots; but when rent is enhanced on the third and fourth grounds, the Association agree with Messrs. Mackenzie and O'Kinealy in thinking that two-thirds of the increment should be given to the ryot and one-third to zamindars.

15. The Association consider it only fair and equitable to allow the ryot to sue for abatement of rent in cases in which his rent is excessive. It is proposed to allow him to do so on three grounds only, corresponding to the second, third and fourth grounds of enhancement, both in Mr. Reynolds' Bill and in the Bill drafted by the Commissioners. In the opinion of the Commissioners, the first ground of enhancement finds no converse. In the opinion of the Indian Association, however, there is a converse to the first ground of enhancement. When the rate of rent paid by a ryot is above the prevailing rate payable by the same class of ryots for land of a similar description, such ryot should surely be allowed to sue for abatement. Justice requires that the grounds which are allowed to the landlord for enhancement should also be allowed to the ryot for abatement, and it would be unfair and invidious to make any exception. The Association therefore recommend that the same four grounds should be allowed both for enhancement and for abatement of rent.

16. Intimately connected with the question of enhancement of rent, is the question as to how long rents once raised should be considered as fixed. The ryots in their various meetings have expressed a very decided opinion on the matter. They would fix the rents for a period of thirty years, the lifetime of a generation. They hold, and it is impossible to call in question the justice of their contention, that as there was a Permanent Settlement between the Government and the zamindars, there was a settlement equally binding and equally obligatory between zamindars and ryots, *viz.*, that the former were not to increase the rate of rent beyond the *pergana nirikh*. But the zamindars have systematically violated this solemn contract, and, strange to say, under the authority of the Legislature; for laws have from time to time been enacted sanctioning enhanced rates of rent, and affording facilities to the zamindar for their realisation. The ryots would not indeed ask the Government to go back to the old *pergana nirikh*, but they would most earnestly beg that at least the rate of rent should be declared fixed during 30 years, the lifetime of a generation. It is impossible not to admit that there is considerable force in this contention. The Association will at once admit that it is impossible to go back to the old *pergana* rate; but it is the duty of the Government to do all that lies in its power to make

amends, so to speak, for the mistakes of former Governments in allowing the *pergana nirikh* to be exceeded. If the Government should find it difficult to declare the rates of rent fixed for a period of 30 years, the Association hope that, following the provisions of the Irish Land Act, the rates shall be declared unalterable and fixed for a period of fifteen years at least.

17. The Association will now proceed to consider the law relating to distraint. The Association regret to say that they cannot support the provisions of Mr. Reynolds' Bill in this respect, and which represent the views of His Honour the Lieutenant-Governor. It is worthy of note that the law of distraint has been altogether omitted from the Rent Bill, as drafted by the Rent Commissioners, as it was felt that the existence of such a law on the statute-book would be the source of endless oppression. The Rent Commissioners observe in Section 40 of the Report:—

The Bill does not reproduce the provisions of the existing law upon the subject of distraint, and we propose to abolish altogether this mode of proceeding for the recovery of rent. This off-set of English law was originally introduced into this country by Regulation XVII of 1793, which empowered certain specified landlords to distraint and sell the crops and products of the earth of every description; the grain, cattle, and all other personal property (whether found in the house or on the premises of the defaulter, or of any other person) belonging to their tenants. This continued to be the law until 1859, when the power of distraint was limited to the produce of the land on account of which the rent is due. There can be little doubt that this change considerably impaired the coercive efficacy of this procedure as a means of recovering rent; and we are afraid that the provisions of the present law are not always strictly attended to. There is evidence of positive abuse of these provisions in Behar; and the experience of some of us is that they have not always been used in a regular manner in other parts of the country. We have had before us certain suggestions for shortening and improving this procedure, and have considered whether by their adoption it might not be made safely efficacious to a greater extent than it hitherto has been; but a majority of us finally came to the conclusion that it might well be omitted from any consolidating and amending Act. It is to be observed that this conclusion is in accordance with the greater number of the votes of the Members of the Behar Rent Committee and of the Behar Indigo Planters' Association.

It is, however, now proposed by Mr. Reynolds to set aside the suggestions of the Rent Commission, and to retain on the statute-book those coercive provisions which, the Rent Commissioners complained, were in Behar, at least, attended with "positive abuse."

18. It is indeed true that these summary provisions are to be enforced, only as regards the realisation of current rents, and through the medium of the courts of law. But the whole procedure is to be *ex-parte*. It is the zamindar or his agent who is to make the application; the ryot is not represented in Court; he is not heard; and upon this one-sided and *ex-parte* statement, if the application is admitted, the Court shall depute an officer to distraint the crops. The property distrained is to be sold within seven days, from the date of distraint at the latest, unless in the meantime the unhappy ryot has been able to find means for depositing the amount claimed, together with cost of distraint. It is needless to add that if these provisions became law, a powerful instrument of oppression would be placed in the hands of unscrupulous zamindars. Far be it from the Association to assume that all zamindars are unscrupulous; amongst them, indeed, there are men who are the ornaments of native Indian society; but also amongst them, as indeed amongst all other sections of the community, there are men who are deterred from evil-doing by the terrors of the law alone. An unscrupulous zamindar, if he wants to ruin a refractory ryot, will have no difficulty whatever in proving before a court of law, which has not the opportunity of hearing the other side, a claim for money to which he is not fairly entitled. When the Rent Commission, consisting of men who were appointed to their work for their special knowledge, deliberately omitted the provisions relating to distraint, it must be assumed that they had the gravest reasons for making the change. The Association fail to see how, without these provisions, the zamindars would be put to any serious inconvenience. Chapter XVIII of the Rent Bill of the Commissioners affords them unusual facilities for the realization of arrears of rent. The Legislature, in the Chapter referred to, seems to be anxious, and justly so, that no unnecessary delay should take place in the disposal of rent suits. Section 173 of the Bill says:—

173. The summons shall be for the final disposal of the suit. It shall direct the defendant

Summons to be for final disposal of case, and to direct defendant to produce documents and witnesses.

to produce any document, the production of which is required by the plaintiff, or upon which such defendant may desire to rely in support of his defence. It shall further instruct the defendant to bring his witnesses on the day specified, if they are willing to attend without summons, or, if they are not so willing, to have summons served upon them in sufficient time to enable them to be present on such day.

Then again Section 194 says that, after the evidence has been taken, the Court shall pronounce judgment "usually at once." When such facilities have been provided for the realization of arrears of rent, the Association would submit that a sufficient case has not been made out to invest zamindars, under the provisions of the proposed law, with exceptional powers which are productive of a great deal of abuse. It is no argument to say that the zamindars enjoy such powers under the existing law. The question before the Government is—in what respects the existing law is capable of improvement? The Association are humbly of opinion that as regards the law of distraint, the present law should be modified, and the opinion of the Rent Commissioners should be given effect to.

19. Lastly, the Association would venture to draw the attention of Government to the subject of the procedure laid down in the Bill for affording facilities to zamindars to enhance rent. The Indian Association confess they have grave misgivings as to the practical effect of the operation of the new procedure. The transference of enhancement suits from the Civil Courts to the hands of the Collectors, who have already a variety and multiplicity of work to do, will not, the Association feel, be conducive to strict and proper justice. The very little time which Magistrate-Collectors can spare from their executive work, make them unable, as a rule, to try criminal cases arising in their districts, and will certainly render them unable to properly try enhancement suits, involving minute questions and careful enquiries for which Civil Court officers alone are by their training best fitted. The placing too of "the executive agency of Government at the disposal of the zamindar," for the purposes of enhancement of rent, is undoubtedly a great concession to the demands of the zamindar, but is scarcely fair to the ryot. Lastly, as zamindars would, under the new procedure, have to pay for the "executive agency of Government" they employ, including the pay of the Collector or Deputy Collector and Ministerial Officers, the concession would benefit only rich and powerful zamindars, that is, those who require no help; while it would scarcely benefit the smaller zamindars all over the country who perhaps really require some help. The Indian Association are aware that some rich zamindars, holding estates near the metropolis, have since some years past proposed and loudly demanded a measure of this sort; but this demand, the Association humbly submit, is not the demand of zamindars, as a class, all over the country, and the concession will not benefit the vast majority of them who hold only small estates with small incomes. Whether it is expedient to make to the demands of a few rich and powerful zamindars a concession which will not largely benefit landlords as a class, which will involve an entire change of the existing procedure, and which will certainly be obnoxious to cultivators in the greatest degree, is a point which the Association humbly leave to His Honour the Lieutenant-Governor for decision.

20. The preliminary work of the Collector on the application of a zamindar for enhancement of rent will, under the new provisions, be to prepare a table of rates for the estate or tenure in question. He will have to classify lands under different heads, and determine after due enquiry the prevailing rate of rent for each class of land. This, the Association feel, will be an impossible task. Lands in the same vicinity are of such varying degrees of fertility and quality, that a table, in order to be correct, must necessarily be so elaborate and complex as to be useless for all practical purposes. The Collector, under these circumstances, must necessarily strike averages in order to fix the rate for each description of land; but the rate so fixed must be unfair to the holder of lands slightly inferior to the average land selected by the Collector. To take an example, *Sali Awal* land, *i.e.*, first class *sali* land, will, on practical inspection, be found not to be paying a uniform rate of Rs. 4 a bigha, but to be paying say between Rs. 3 and Rs. 4 a bigha according to shades of difference in the quality and situation and fertility existing among different pieces of this description of land. What is the Collector then to do? If he strikes an average and fixes the rate

for *Sali Awal* land at Rs. 3-8 per bigha it would be unfair to the zamindar in half the cases, and unfair to the ryot in the other half cases. If, on the other hand, the Collector conscientiously records the prevailing rate of this land to be between Rs. 3 and Rs. 4, then his table of rate will be useless, for the whole question will have to be gone into again in settling the rent of every piece of *Sali Awal* land. The case here referred to is not a remote and possible difficulty, but one which the Association consider as likely to arise in every instance in which a table of rates will have to be drawn up. They are not aware of any single estate or zamindari in which lands of the same description pay exactly the same rate, except in cases in which zamindars have introduced such uniformity after a vast amount of litigation and much harassment of their ryots.

21. For these reasons the Association think that any attempt to make a uniform table of rates of rent for any estate or tenure will cause serious disturbance and irritation, and will practically be found impossible, unless it is done in such a manner as to involve injustice either to the zamindar or to the ryot. The Association, however, have no objection to the Collector's classifying lands, and preparing a table shewing the *average* rate of each class of land.

22. But when the table of rates is prepared, the Collector's work is not half done yet. Unless the ryots forthwith consent to pay these rates, the zamindar will, under the new provisions, either have to go to the Civil Court for enforcing these rates against any or all of his ryots, or will have to ask the Collector to do this. Although the general rate may have been fixed by the Collector's table of rates, particular ryots may have various objections as to any particular rates applying to their lands, and all these will now have to be determined after patient and minute enquiries regarding every piece of land about which objection is raised. The Indian Association think that this certainly is a task which should be left to the Civil Court and not to the Collector. If the Government consider it possible to have general tables of rates prepared, that task may well be left to the Civil Court authorities. And when that general table is fixed the task of hearing the objections of particular ryots, of making minute enquiries about particular pieces of land, may also be left to the Civil Court, and not to the executive. The Civil Court officers have always done this work; they are best qualified, by the training they have always received, to decide these minute points and carry on these minute enquiries, and from them alone people expect full justice in these matters. Indeed, the Association fail to see any valid reason why this work should be transferred from the Civil Court officers, who have never been found wanting in ability or hard work, to the executive. On the other hand, it is needless to remark that justice requires that in cases where the Government itself is a party, as in rent-suits relating to *khas mehals*, they should be tried by an independent tribunal unconnected with the Collector. The Association are unwilling to allow ryots greater privilege than zamindars, and they therefore desire that abatement suits too may be tried by Civil Courts only.

23. The Association have the same objection to the Collector's making a "settlement jumabundi," as have been urged in the preceding paragraphs to the Collector's making an "enhanced jumabundi." It is said that the difficulties of the purchaser of a zamindari from a hostile proprietor who withholds papers and information are such that Government should interfere in his favour, and settle with his ryots for him. This seems to the Association to be an innovation in principle. Purchasers of all classes are left to their own prudence and discretion, and never expect any help from Government, however great their difficulty, for the simple reason that Government never compelled them to purchase. The Association fail to see any reason why an exception should be made in the case of purchasers of estates. As a fact, the risk of such purchasers is not such as is often represented to be; the rates previously paid by cultivators can never be long concealed from the purchaser, although the former proprietor may do his worst. Purchasers know this, and therefore a valuable zamindari never sells at a low price, although the former proprietor may be hostile and be known to be such. Surely, if the risk and difficulties of a purchaser were as great as they are sometimes represented to be, they must have affected the price at the time of the sale. It must be remembered that newcomers not unoften try to cause a general rise in the rates, and then it is their interest, when there is a combination among ryots, to obtain the sympathy and

the help of the authorities by representations not always accurate. From the very nature of things, the other side of the story seldom reaches the authorities.

24. For these reasons the Association think that when disputes as to rates occur the parties should be left, as hitherto, to settle their disputes in the Civil Court, and the new purchaser of an estate should not have "the executive agency of the Government" at his disposal to settle his differences with the ryots. If the former proprietor withholds papers, the Collector may be empowered to obtain them for the benefit of the new purchaser, but the obstinacy of the previous landholder should be no reason why the Collector should interfere between the purchaser and his ryots. The "executive agency of Government" has vast influence, power, and prestige in this country, and land-owners are naturally anxious to enlist and employ this prestige and influence in their service. The impartiality and perfect integrity of the executive are beyond a doubt; nevertheless, the very fact of the employment of that power at the cost and in the service of zamindars will have its natural effect with ignorant ryots, and the Association have grave fears there will often be failure of justice. It were far better if Government held aloof from these disputes, as it has hitherto done, leaving its Courts open to all, those Courts in which the poor and rich can plead their causes with equal confidence. The procedure in these Courts may be simplified in enhancement suits, as has been done in rent suits by the present draft Bill, and then no party will have reason to complain. Government has taught the people of India to look to these Courts as the seats of justice in all matters of civil disputes; and even in disputes between Government itself and private parties, these Courts are the final arbiters. To have the rates of rent settled by the executive on the instance of landlords without an appeal to these Courts would be, according to the ideas of the cultivators, a denial of justice and of right. It would be unwise to create such an impression, as it would be unwise to place the executive agency of Government at the disposal of any party to a dispute. Let the procedure of the Civil Courts be simplified, but let enhancement suits be still tried by those Courts, and justice will be done to all parties,—that justice in which, under the present arrangements, the ryot has as implicit a confidence as the zamindar. The Association would suggest the appointment of Additional Moonsiffs, if need be, which would greatly facilitate the trial of rent-suits.

25. The Association feel obliged to take exception to the provisions of Sections 6 and 16 of Mr. Reynolds' draft Bill. The law, as it stands at present, presumes that where a ryot is able to shew that he has been holding land at a fixed rent for a period of twenty years previous to the institution of the suit, he has been holding the land at such a rate since the Permanent Settlement, and his rent is accordingly not liable to enhancement. The change now proposed is, that it will be necessary for the ryot to shew, if he prefers a claim for fixity of rent, that he has been holding his land at a fixed rent not for the last twenty years, but for the last forty years and more; and it is obvious that from year to year the ryot would find it more and more difficult to substantiate a claim for fixity of rent. If the section were to come into force from next year, it would be necessary for the ryot to shew that for 43 years previous to the institution of the suit, he had been in possession of his holding at a fixed rent; the year after, it would be necessary to shew that for 44 years the holding had been in his possession at a fixed rent. Thus after the lapse of a few years, it will no longer be possible for any ryot or tenure-holder to substantiate such a claim. It is difficult to understand why the law in this respect should be changed. It is notorious that rent receipts in this country are given in loose sheets of paper of the worst kind, which it is very difficult to preserve and which are deposited by the ryots in very insecure places, and that it would be next to impossible, in a climate like that of this country, to preserve them for more than twenty years at the outside. But admitting that these receipts might be preserved if proper care were taken of them, it is hopeless to expect that ryots without any education, and who cannot take care of their own interests, would be found able, as a rule, to produce receipts extending over a period of nearly 40 years. The Association would therefore, under the circumstances, submit that the present law should remain uninterfered with, and that the existing presumption as regards fixity of rent should remain intact.

The Association would, in the next place, venture to draw His Honour's attention to the provisions of Sections 36 and 77 of the Bill as drafted by Mr. Reynolds, and of the alterations that have been made in them, very much to the prejudice of the ryots. Section 36 of the Rent Bill as drafted by the Commissioners provides that a ryot may, without the permission of the zamindar, erect upon land let for purposes of agriculture a brick-built or other dwelling-house suitable for himself and his family. Section 31 of Mr. Reynolds' Bill, which corresponds to Section 36 of the old Rent Bill, omits all reference to a brick-built house, and under the section as drafted by Mr. Reynolds, it will not be possible for a ryot to build a *pukka* house without the previous consent of the zamindar having been obtained. The mention of the brick-built house is said to be unnecessary, because "it is believed that a ryot hardly ever builds a *pukka* house without first securing a permanent lease of the land." But a zamindar may not grant him a permanent lease of the land, and it is obviously to the advantage of the ryot and of the country that he should be encouraged to cultivate habits of thrift and to erect substantial buildings. The Association would accordingly submit that the right of building *pukka* houses with or without the consent of the zamindar as proposed to be conceded to the ryot by the provisions of Section 36 of the Rent Commissioners' Bill may be embodied into law.

27. Further, the Association would also crave leave to be allowed to take exception to the modification introduced by Mr. Reynolds in Section 77 of the Bill as drafted by the Rent Commissioners. Clause (b) of Section 77 says that "a ryot is entitled, *any custom to the contrary notwithstanding*, to cut down and appropriate trees on his holding planted by himself or by any ryot from whom such holding was derived by public or private sale, &c." This clause has been altogether omitted from the Bill, and "the question," says Mr. Reynolds, "will be left to be governed by local custom and contract as at present." Local custom in the Mofussil, the Association regret to say, in most cases, means the power of the strongest; and the helpless ryots will often find it hard to prove the existence of a local custom against the power and influence of the zamindars. The Association are of opinion that Clause (b) of Section 77 of the old Bill should be embodied into law.

28. In conclusion, the Association have to express their gratitude to the Government for its earnest effort to bring to a satisfactory settlement this important question which now for some time has greatly stirred the public mind of this province. It would scarcely be possible to conceive of a question more intimately connected with the agricultural prosperity of Bengal and the material welfare of her people. It would indeed be a matter of sincere congratulation, if the relations between landlords and tenants could once for all be placed on a satisfactory footing. Agriculture cannot prosper, wealth cannot advance, there can be no real improvement in the condition of the people, unless the two great sections of the community—landlords and tenants—live in mutual amity, anxious to guard their own interests, but careful also about the interests of their neighbours. The Association look upon the proposed Rent Law as an honest effort on the part of the Government to settle the present unhappy relations between landlords and tenants, and it is on this account they feel deeply grateful to the Government. The Association have to express their regret for the unavoidable delay that has taken place in the submission of this letter. The delay has taken place owing partly to the endeavour made by the Association to obtain from different parts of the country the opinion of those who are known to take a deep interest in the Rent question and who have studied it carefully.