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MY EXPERIENCE OF AGRICULTURE

BEHAR AND BEHAREES

AND

SOME THOUGHTS ON THE

BENGAL TENANCY BILL.

BY

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Calcutta:

PRINTED AND PUBLISHED BY WOOMESH CHUNDER NUNDI,
IN "HINDOO PATRIOT" PRESS, 108, BARANUSKY GHOSE'S STREET.

1884.



MY EXPERIENCE OF AGRICULTURAL BEHAR AND
BEHAREES; AND SOME THOUGHTS ON THE
BENGAL TENANCY BILL.

PART I.

SO MUCH has been said and heard, and written and read, about the justice and injustice, equity and iniquity of the Bengal and Behar Tenancy Bill, since the day it was first placed before the Legislative Council of India, by Mr. Ilbert—so much, about the Settlement Laws of 1793, and those of subsequent years, and the construction to be put upon them—so much, about the Hindu *hastars*, traditions and customs, and very many extraneous matters besides, connected with the revenue system, or systems of the country, or the habits of the people in by-gone, and even “fabulous” times; and so much indeed, about curbing the license and rapacity of those sinning zemindars (of Behar especially) and protecting on the other hand, the dumb, helpless, guileless, friendless ryots (of Behar especially!) that were Government now to tell the public—Indian fashion of course—“Bas—chaprow!” Now people I fancy, would care to remark that the order was altogether an unreasonable one.

And so it is come to this; that people may now reasonably think that all, or very nearly all, that could possibly have been said for or against this Tenancy Bill, has been said—that the materials for arriving at a final decision have been gathered, and that the Bill may now be put into the hands of a “Select Committee,” to be moulded and fashioned according to its equities and wants—always keeping in view the *sub-dhan-baisari** (levelling) policy of the present Government.

*literally “all rice at 2½ Mds.” meaning an arbitrary equalizing of things by Government; therefore a levelling, or communal policy.

But what if an *oozoordari* should be forthcoming?—What if a man of Behar, of the ever-to-be condemned zemindari-type, should even now step forward from the obscurity of his Mofussil home, and on behalf of himself and his fellows, with the faith and earnestness of an idolator for his idol—that *Idol* being the “Surkar-bahadur!”—and in the vernacular of his own Province, address his Excellency the Viceroy, or the Most Noble the Secretary of State for India, as follows:—

“Hail cherisher of the poor! You have already heard the many learned Pandits, and other great and honorable men of your Indian Council about the Tenancy Bill; now be pleased to hear a humble, plain-spoken zemindar of Behar: let him tell you, that in the rush of many currents of political feeling, he and his unfortunate fellows, are on the eve of being swept into the abyss of *jehunnam*, which is but another name for annihilation!—and that amidst the din of many voices, the rivalry of debate, and the puzzling lore of the Pundits, many simple *facts*, well-known and common as household words in Behar, but *most material* to the honest decision of the one great issue, between the Government that created the Permanent Settlement, and the subject zemindars (often in those days an *impressed party** in that contract) *viz.*, as to whether, or not, there is any need or necessity for the one-sided legislation proposed under the Tenancy Bill?—have been lost sight of; or if remembered, have been ignored, or if neither ignored nor forgotten, are still (and this is the most astonishing circumstance of the whole) *unknown* to the English members of Her Majesty’s Indian Legislative Council!”

Can we suppose for a moment, that a prayer so modest and reasonable, would fail with men, like His Excellency, or the Secretary of State?—

* Mr. Shore said of them; “Nor indeed ought they to be permitted to do it; without assigning satisfactory reason for such refusal.” *Minute*, Para 36.

At any rate, with or without the leave of any body, the story of the zemindars of Behar has to be told; and in fairness should be *heard*. The employment of English in the story-telling—as the medium for expressing thoughts, ideas and feelings peculiarly oriental, is I apprehend, no gain to the Beharees; whatever it may be to the English-reading public. It may have been better also, if the task of spokesman, had been with some native zemindar; but the fact is, the elder generation of them, at least in the District of Bhaugulpore, know next to nothing of “the language of the Saxon;” and our youngsters, though wanting in nothing, are shy and lack the experience without which (they suppose) it is difficult to convince or to instruct. The writer, therefore, at the request of many friends, and because of his own love of the cause, has ventured to speak for the many, and to submit at the same time, his own experiences of Behari rural life and incidents, for the information of the public.

It is a notable fact, that although Hon’ble members, while discussing the provisions of the Tenancy Bill at the Legislative Council, had often occasion to allude to the *nugdi* and *bhowli** systems of rent existing in Behar, yet, strange as it may seem, Hon’ble members some how did not, or could not remember to explain to the public, or to one another, that there had been a time, and not so long ago either, when the said *nugdi* rent was attached not to the land, but to the growing crops or harvests, in a ryots’ field in Behar under the “Hustabood.” That system is no doubt a thing of the past, but its spirit lives, and is still a guide to men in all agricultural matters, in the Province.

The negligent overlooking of the *hustabood*, on that occasion, is to be regretted, not only on account of the discussion it may have produced, or provoked among Hon’ble members, on a very interesting and important topic; but it is regrettable beyond expression, when one thinks how deeply and seriously zemindars and zemindari operations and interests in Behar, are likely to be

* *Nugdi* means rent paid in cash and *bhowli* ditto in kind.

misunderstood, and to suffer in consequence of the unfortunate omission. One can easily enough understand the object in suppressing a straightforward, honest definition, like that of a "ryot," under Act X of 1859, for its crooked, incomplete, negative substitute, under the Tenancy Bill, without referring to Mr. Ilbert's "Objects and Reasons" for an explanation; but the omission in the other matter, is simply inexplicable!

While on the subject of the two definitions just referred to, I would solicit the reader's attention to *another* definition of the same matter, to be found in an old proverb of Upper Hindustan,—"*mal nahi to malgoozari nahi; malgoozari nahi, to malgoozar bhi nahi!*"—which may be rendered into English thus; where there is no ryotti land, there can be no rent; and where there is *no* rent, there can be no *ryot!*—The payment of rent is a condition absolute and inherent, to the enjoyment of land, as a *ryot*.

Scarce a generation of Indian Officials has passed away since the time when some of them in the Revenue Department, could find a day's good work, (while engaged in trying a rent case,) in poring over the broad sheet of a certain village account, with a formidable array of some 54 columns of closely knit figures, in the *karthee* character, with that clever rogue, the village Putwari smiling benignly at the *khodarwund* all the time, from his place in the witness-box. That account, known as the *dhudda*, still exists in Behar; but alas! it has lost all its glorious proportions, and charm of figures (so thinks the putwary) since the disappearance of the *hustabood* system, from the Province.

"What is, or was the *hustabood*; when, or where did it exist, and when, and how did it disappear?" Asks each curious reader.

There seems to be some difference about the etymology of the term *hustabood*. The most favoured opinion is, that it comes from *hust*, is and *bood* was; having its origin in the necessity (under the system) of keeping each ryot's account in a form capable of

showing the variations in the *jumma* (rent) at the end of each season, or year; thus, *bood*, the rent for paddy last season, *was* so much; *hust* the rent for ditto this season, *is* so much less.*

These were some of the most notable features of the *Hustabood*:

1. The rent was not levied on the land, but on the *crop*—on each succeeding crop in the same field, in the same year.

2. This created of course a yearly change in the *jumma* of each *hustabood* ryot—the rent of any two years being seldom the same, though the land and the rates might be so.

3. The rates followed the value of the crops raised, and not that of the land.

4. The system necessitated constant measurement of each ryot's *jote*, to ascertain the extent and nature of the crops.

5. And it supported a little army of village officials, of whom the following were the heads:—*putwari*, *mirdaha*, *chuklidar*, *tehsildar gorait*, and *pasban*.

6. Though the *hustabood* can be termed a *nugdi* (cash rent) tenure, to distinguish it from a *bhowli* (rent in kind) tenure; yet it was not in any sense a *ticca chukti* which may be defined, as a tenure saddled with a *fixed* cash rent.

7. Lastly a *hustabood* lease was called a *khoolla* (open) *potta*, in contradistinction to a *ba-kaid-chowhuddi*, that is a lease, with *boundaries defined*. It often happened therefore, that the ryot taking advantage of the *opening* in his title deed (with the village accountant's connivance of course) not only extended his cultivation beyond the number of acres contained in his lease, but shifted his *jote* as often as he could bodily, to quite a new, and different plot. This he did, however, only *after* exhausting the fertility of his old *jote*; and where of course, there was sufficient "elbow room" for shifting. The term of a *hustabood* lease

* Mr. Shore describes the *hustabood* thus: "A measurement of the land by each renter, immediately previous to the harvest; agreeable to which the lands are valued and rents received"—Para 230 Minute, 18th June 1789.

seldom went beyond five years, and never exceeded even to a *pykast* ryot.

In a land of castes, customs and tradition, and no authentic reliable history, or chronicle of any sort, it is impossible to say, when the system under discussion came into existence; but it may be fairly presumed, that as an agricultural institution (even if it went by another name) it is or was (while it lasted) as old, as any other time-honored institution of the Hindus. Bearing this in mind, one need not have the least hesitation in supposing, that it existed in such portions of the Province of Behar, as I shall mention presently, before, and we know for certain that it did, at the Permanent Settlement.

The land in which the *hustabood* found favor, and I may say flourished in Behar, for so many generations, and perhaps ages may be described, as the tract of land (and it is perhaps, the "big half" of the entire Province) lying parallel, with the Nepaulise frontier, in the North, which therefore would be its northern limit. In the East, the line might be drawn through the western half, if not along the eastern limit of the Purneah District; at any rate, it could not be carried westward across the old Kosi river, the historical boundary of the Mithila country. The Southern boundary should be the Ganges, and Western, perhaps the river Gunduck. In a word, the home of the *hustabood*, as far as I know, as far as I have heard, and as far, as I can judge, is or was the historical and venerable land of "Mithila,"—the country of Pundits, the home of the founder of the Mitakshara, and the ancient inheritance of the House of Durbhunga—a princely Raj, time-honored, time-tried, charitable, religious and *Hindu!**

I have found the *hustabood*, quite in the interior of th

* I have heard it stated that the Rajes of Nauthpore (once a District) share with Durbhunga the honor of supremacy in Mithila—I know for certain from old papers, that Rani Indrabutti, zamindarin of Nauthpore was a contemporary of Raja Madho Sing of Durbhunga; but my belief is that the latter is an offshoot, and the former was an off-shoot of the same old stock.

semi-mithila District of Purneah; and I know, that the system existed to some extent, even up to 1868, in the District of Bhaugulpore, south of the Ganges, though under a different name—"Sairabadi," with modifications, rather favourable to the ryot. Having fixed the locality of the *hustabood*, in Behar, I come now to meet the enquiry, as to when, and how that system ceased to exist there!

As far, as my own knowledge and experience go, the system worked well enough and prospered throughout North-Bhaugulpore, and the western Pergunnahs of the Purneah District, up to 1859.

The news of the passing of a new Rent Law in Calcutta that year, said to be very much in the interest of the ryot, did not seem to excite any great interest, or curiosity

Act X of 1859. and the reception it obtained from ryots.

in the peasantry. It was discussed some times in village *punchaits*,* and market places, under the presidency of course of the *Patwari*, or a *jet ryot*, but the popular mind seemed on such occasions, to direct itself chiefly to discover how far the new law affected some existing *zabta*,† such as *kanoon hufstum* or *kanoon punjm*: no body seemed to care for the new occupancy right of 12 years; or about the legal presumption of 20 years occupancy, at one uniform rent. These two provisions of Act X, were held in those days, to be of little use to the *hustabood* cultivator; as the first of them, confined him to a given plot (and he had always been a "rover!") and as for the second, it would have been utterly impossible for him to raise such a presumption, having never paid the same amount as rent, during any two years running, for his jote, the assessment having been on the *fussil* (crops) and not on the *land*. In fact, he knew well in those days, that his plea of uniform payment, would not stand the

* Derived probably from *panch* five and *rait*, a ryot or husbandman; therefore an assembly of five ryots—an Indian jury in fact.

† Procedure of the law.

production of his own yearly *chittas* (receipts) and the Patwari's Accounts; or the Zemindar's *potta*; and what's more, the trying *hakim** of the period would not have been such a simpleton as to have believed that a hustaboodi-ryot, pure and simple, could possibly have discharged his rent in a manner to be entitled to the presumption!

Of public ryotti feeling during the first two or three years after the passing of Act X of 1859, one may truly say, that it was neither very elated, nor very much cast down, with respect to the provision of the rent-law—at any rate it was not *restless*. Nevertheless, the next succeeding 4 or 5 years proved very eventful both to the ryot and zemindar, as will be seen presently.

Although the Collector's or the *Nazir's* (sheriff's) hammer had extinguished some 19 years previously the right and title of one of the oldest chiefs, (a Mahomedan-Rajpoot raja) of Bhagulpore, to his ancestral estate, the Mehalat Khurruckpore in the same District, on account of the paltry arear of revenue of a few rupees, yet the loyalty and attachment of the ryots to his house and person, had through all those years, thrown every obstacle to the auction purchaser's quiet possession of the estate, and 1859 still found the latter, fighting with his new tenants. The ghativals, or keepers of the Passes of the chain of the hills in the same estate, were another body of men that had to be subdued, or conciliated. In the midst of all this confusion and uproar, the auction purchaser (a Raja owning a separate large estate of his own besides, in the Districts of Purneah and N. Bhagulpore) died, leaving a young and inexperienced successor in his son.

* The man who gives *hookums*, orders; therefore an executive, or a Judicial Officer.

Then another great zemindar in the Districts of Purneah and N. Bhaugulpore, also a Raja and a resident of Furkia came to grief, though in a different way, about the same time, or a little earlier. This nobleman had to go through the insolvent court, a certified lunatic, and his vast estates were sold, and went into the hands of Bankers, and others.

After that, or about the same time His Highness, the old Maharaja of Durbhanga, sickened and died, leaving his estate quite a Principality, in 3 or 4 different Districts (but all in the Mithila country as I have already stated) to be managed by the Ward's Court during the minority of his heirs; or to express it more correctly the Ward's Court *took possession* of the estate during such minority.

Thus we find, that within the short space of five or six years, after the passing of the new Rent Law of that period, there had been no less than four deaths, civil and natural, of as many "heads (and hearts) of the people," and that owing to these causes, the managements, (temporary, or permanent) of their real estates had gone into the hands of *strangers*.

Perhaps the last observation may not be strictly correct, with reference to the Raj Khurruckpore; for the auction-purchaser of it had left an immediate successor, in his son and heir; nevertheless, for all practical and real contention, I think the observation should stand; for after the father's death, the *kumar* gave up the management of the property, to an "influential pleader" of the Bhaugulpore Court; who again farmed out the same—Taluk after Taluk, and Pergunna after Pergunna, to other "influential" men in the district, to subdue, or to conciliate the recusant ryots, and to make such profit out of the business, as they could!

It is neither my work, nor my inclination to criticise the manage-

ment of the estates, I have just been speaking of; but it is nevertheless quite necessary, to notice some of the incidents connected with the condition of those estates while in the hands of strangers, as to how the *nugdi* of the *hustabood*, come to be superseded, by the *nugdi-ticca-chookti*, of quite another system; and how ryoti rights, until then unknown in some of the estates, and otherwise *incompatible* with the *existing system*, came to get a footing, and to be recognised by the zemindar, or his *substitute*—the latter whether willingly, or unwillingly nominated; willingly as in the case of a Putnidar, or Mostajir; *unwillingly* as in the appointment of a *surbrakar* (manager) of the Court of Wards!

As regards the Mehallat Khurruckpore, the incidents were, enhancement of rent, and a general acquisition of the right of occupancy under Sec. VI. Act X. of 1859.

How occupancy rights came to be acquired so largely in estates.

To the purchasers of the insolvent Furkia, or Nauthpore Raja's estate, as *absentees* and men of "the rule of three," a fixed income, that would find its way straight and regularly into the Counting House, was worth all the rights, privileges and profits (if any) of the zemindar under an institution like the *hustabood*; and accordingly, they advertised for *putnidars*, and introduced the Putni system, probably for the first time, into Behar! The writer has some peculiarly *pleasant* experiences (?) of *his own*, as a Putnidar-by-purchase (not an original grantee) but they must be kept in the background, at present.

The Putni grants were followed by litigation (of course!) and a remarkable compromise, between putnidar and ryot; which introduced into the estate quite a new system called the "Ulgi"! The bases of the compromise were these; *hustabood* to cease, and the last year's *jumma* (rent) of each *jote* to stand, but 50 per cent, to be paid on that *jumma*, by the ryot *extra* as *ulgi*; no record was to be kept either by the village Putwari, the Zemindar or the ryot, of the extra payment, or *ulgi*;

Putni grants and the "Ulgi" system in Behar.

it was not to be shown even in the ordinary *haut chitta*, or ryot's rent receipt, and lastly tenants were to be allowed to acquire rights of occupancy. And so, principle was sacrificed to policy, but Nemesis in the form of bad-faith and combinations among the ryots to withhold and to resist—to *withhold* the *ulgi*, and rent in every form; and to *resist* the measurement of such excess *surkar purti* (fallow lands) that they had absorbed, or were absorbing into their *jotes*,—was not long in overtaking the foolish *putnidars*—they were sold out, one after another; and now all that remains of them, are the few European grantees, or their successors, who would not consent to the fraudulent *bundabust* (transaction) that had ensnared their native friends. The fate of those wretched *putnidars* of Behar, might show to many in “high places,” the folly and evils of allowing panic and political considerations, to override the claims of justice and equity: no good ever came from injustice, and *bad faith*!

The most noteworthy incidents connected with the Durbhanga *raj*, while in the Ward's Court, from a zemindari, or agricultural point of view (and I do not feel bound to wander to any other, at present) were these; (1) the employment of European agency exclusively in the management of the *raj*; (2) the creation of many permanent works on the estate, for the wants of the tenants, and many others, for the benefit of them, and the public jointly; (3) the distribution of unlimited *tuggavi*, and relief generally, to sufferers during the famine of 1873-74; (4) the scheme of a railway through the estate; (5) the farming out of villages, singly and in batches, in the western division of the *raj*, to European and other *ticcadars*, and the employment of sub-managers to look after the *khas mehals* (Dhurrumpore and Havailee) in the eastern and southern divisions of the said *raj*; (6) the increase in the rent-roll of the western division of the *raj* by the *ticcadar's* enhancements; (7) the increase in the eastern and southern

Raj Durbhanga, noteworthy works and incidents, under Ward's Court, benefitting ryots.

divisions by the overhauling and scrutiny of tenures and the ordinary assessment of *fazil*, or excess lands, without however any material enhancement of existing village rates; (8) the extinction of the *hustabood* system; (9) the establishment of the "Nugdi-chookti"* system; (10) the acquisition of rights of occupancy generally, in the two *khas mehals* of the raj; (11) and perhaps also of receipts by which the "presumption" under Sec. IV, Act X of 1859, could hereafter be raised.

The knowledge of these incidents had come to the writer from time to time, through public, as well as private sources; and a retentive memory (none the worse for wear and tear yet!) enables him to produce them to-day. They will in the main be found to be correct.

We may not feel disposed to look at matters, that do not fall directly, in the path we intend to traverse; but in the interest of Government Wards generally, may we not regret that the agents employed in the management of Ward's Estates, are not more strictly enjoined and instructed, to identify themselves more thoroughly, with the rights and interests of the persons they represent, in the estate? The carrying out of ideas that may sometimes appear to them, or those under whom they serve, as "beautiful," or "liberal," in the place of something horrid and old fashioned, such as a custom, or an existing agricultural system cramped and one-sided, but not on that account *unlawful*, may in very many cases, prove any thing but beneficial to the young heir; and perhaps be a source of life-long regret to him: the extinction of a system like the *hustabood*, or the general acquisition of rights of occupancy in an estate, may be taken as instances to the point.

Good example finds imitators in the world I think, as well as

Small Zemindars ready imitators of big ones—to a fault!—save in one respect.

bad ones, though perhaps not so readily: the holders of the many small estates around the large ones already

* Probably this term will not be found to exist in Bengal; it was evidently coined for local use, while the *Hustabood* yet existed in the Mithila country to some extent, to avoid mistakes between the two kinds of *nugdies*.

mentioned, were not long in adopting the innovation, or say the "reform" set afoot by their big neighbours—they imitated their very faults; and differed with them only in this, that they would not permit a tenant to acquire "right of occupancy under the new law, where he had it not already. Before making their settlement with such a ryot, they had it down in black and white in the lease, that he should not claim a right of occupancy, for holding under that lease; or some thing to that effect.

One of the faults just referred to was this;—the managers, *putnidars*, *mostajirs* and middle men generally, had instead of retaining the *aggregate* rent, or thereabouts, payable by the ryot, for the two or three crops he raised during the season (and which had been a reason hitherto for keeping the rates low) had assessed each field with the rate only of a *single* crop, payable as an annual charge on the land.

Thus, the rates of rent under the *hustabood* for the crops specified below, being *khareef* (winter paddy) Rs. 2, "*Rubbee*" (wheat, oats and barley,) Re. 1-8; *Bhaddoi* (Indian corn and early paddy As. 12 and "*Sausar*" (kooth, kullai, and *khaisari*) annas 8 (or in short Rs. 2 and 1-8, and annas 12 and 8) the ryot could easily have sown early paddy, transplanted late paddy, and finished with scattering *khaisari*, in one and the same field (size an acre) during the season; and he would then have rendered himself liable to pay for that field, Rs. 2 plus annas 12 plus As. 8 = Rs. 3-4; whereas under the new regime, he has been let off with a charge that seldom comes up to, and never exceeds, the rate of a single first class crop, under the old *hustabood* rates.

I have before me a Government Map No. 71, of Mouza Bheempore, Pergunnah Nauthpore (or Hurrou) in North Bhaugulpore, surveyed in January 1843; and looking into the rent-rates of that village,

An example.

* Total area, cultivated, culturable, barren, waste &c.—

Acres 3133—
Biggahs 4218

Rate per Biggah. 1st Class
Rs. 2 2nd Class Re. 1-8

3rd Class 12 annas and 4th
Class 8 annas. Proportion of

jumma yielded by each
harvest,

Bhaddoi .. Rs. 211 2 0

Khareef .. ,, 705 3 0

Rubbee .. ,, 1 5 6

Total *jumma* Rs. 1,091 11 6

at that period, as stated in the official Memo, attached to that Map,* and having some personal knowledge of the rates of that village, as they are to-day, I am in a position to remark, that the existing highest rate of the place, (being only one rupee a biggah, equal almost to an English acre, for land that *can* produce poppy and sugar-cane, and produces paddies, of both sorts, tobacco, wheat and oil seeds of

sorts) is much *too* low to be called a “fair rate,” by either friend, or foe of the Zemindar. And unhappily, the above is not an exceptional case—it is a case to be wept over, by land-owners in Dhurrumpore, Pergunnas Havaili, Hurrou, Dhuppahar, and many others, in the same *illaka*, extending up to Naredigur, and even further West, *perhaps*; but I can notice by name, only those places of which I have some personal, or a neighbours’ knowledge.

Fancy an old *hustaboodhi* ryot, who pays only 12, 18 or 24 pence for an acre of such land, as I have been just telling the reader, refusing

A serious thought.

to meet a reasonable or any enhancement at all, on the ground, that having paid that small rent for the past 20 years he is protected under the law, from paying any more!—Fancy such a ryot, with such a rate, and *such* a plea and then say, impartial reader, if such a fellow stands in need of a law, like the Tenancy Bill to “protect him” ?—

It may be hard to withhold from the zemindars of those days

the credit of having acted generously and liberally towards their tenants; although there are not people wanting,

Have Behar zemindars been liberal any where?

ill-natured and naughty enough to assert, that he acted throughout in the matter, under an “invisible pressure,” or at all events, under the impression that he would please at a time (so soon

after the mutinies !) when to please had become a great object with loyal zemindars throughout India. Be the reason, or the motive what it might, the *fact* however, should stand to the credit of the land-owners of a considerable portion of Behar, that they had voluntarily parted from time to time, with an ancient right in the *hustabood*; and allowed many rights and presumptions of law to come into existence unchallenged; and because of them, their tenants are not only better off, but are in a position to mock and defy them!

On second thoughts, I believe that the charge against the zemindars of having done away with the *hustabood* to please the authorities, was to a certain extent not without foundation. The wish to please a superior is a quality inherent in man—in the land-owners of Behar it had at one time been intensified almost into a passion. To him the Ruling Power under a by-gone regime, had been a friend—he had been trusted, petted and honored; and friendship and confidence had begotten love and confidence in return. So much so, that he not only respected official opinion, and obeyed official *hookums*, (orders) with cheerfulness, but he had come to believe that the Supreme Government was *incapable* of doing wrong—that it was “infallible”!* Act X of 1859 therefore came upon him in the midst of his—what shall I call it?—hallucinations; but strange to say, it did not cast off “the spell of other days,” that

Or only wished to please the Ruling Power? How had they been used under the old regime?

Zemindary Faith in the friendship of Government.

* The English reader would need, I fancy, some thing stronger than the mere *ipse dixit* of the humble author of this paper, to realize any thing so comical as a body of men in India, (either in, or out of Behar) believing seriously, in the “infallibility” of gentlemen, like Messrs. Ilbert & Co.,! But it would seem, that the men of Behar were somewhat different, under the Rule of John Company Bahadar, to what they may be to-day. What would an Englishman think of a Government Promissory Note, being called “God’s Note”—*Purmaishri* note! Can he believe that the note in question is really and truly sacred in the eyes of those men,—that they looked upon the promise of the British Government of that day (and why not to-day?) as inviolable, as the word of the King of kings?—

was still around him. It may be that his political education had been neglected, and he could not, in that generation realize the full scope of a revenue law, like the one that we are speaking of. He certainly did not know its history, or as to how, and why it had been kept back during the two years, that he had been risking his life and substance fighting on the side of order and good-government against anarchy and sedition. Then the new Act came hot after the mutinies; could he as a loyal brave man, though in many respects an—we shant call names—hesitate to obey it?—Was it not like putting his loyalty to the proof, to call him to obey, while disobedience was stalking the land from Allahabad to Agra?

There are people in India, as well as at home, who think, that because the zemindars of Bengal and Behar showed no opposition to the passing of Act X (sections 4 and 6, especially) that they have no right to say any thing against any of the provisions of that Act now; and what is more, that they should now hold their tongues, and swallow another dose of special and confiscating legislation, having submitted to the last bitter administration so quietly (tamely?). In fairness to the men of Behar (and Bengal equally) the writer (since he has the opportunity) has here submitted a sketch of the zemindar and his situation in the year 1859; and leaves it to explain to the reader the true motive, or motives of his inaction with reference to that particular Act of that year.

If he cannot believe,—then let me assure him, that he has to learn a good deal yet about the natives of Upper India.

“But” says he, “*Permaishri* sounds awfully like the English word promissory—it is no more than its *perversion*, or at any rate, it’s a curious coincident—a lucky find for native superstition!”

Perhaps such may be the case; but here then is *another* “lucky find.” English word, “Permanent Settlement,” Hindi of it, *permanund ki-sut-munt*; which means (I translate word for word) *purmanund* many blessings—bestowing, or conferring. *sut* a covenant, or truth, *munt*, a monument or temple, *ki* of—Therefore, “a monument or temple of many-blessings conferring covenant,” could better words be found, to express the national faith in Lord Cornwallis’ settlement?

The reader is always free to draw from the rough materials contained in the foregoing pages, such inferences and arguments as he pleases, with reference to Behar, its agricultural economy and customs and laws, past and present. To the writer, the most salient features and incidents connected with the Province, so far, appear to be these :

1. That the *hustabood* had ever been the great system of agriculture in the land denominated "Mithila," while the Bhowli had found equal favor in "Mugha"—the territory in Behar, south of the Ganges.

2. That under the *hustabood*, the rent had been derived from successive standing crops, measured at, or about harvest time, during the year.

3. That the crops determined the rates of rent, payable by the ryot to the Zemindar.

4. That those rates though low taken singly, were in the aggregate plenary.

5. That the "Open Pottas" under the said system, leave it an open question, (save as to *kuddimi khoodkast* holdings) as to whether the ryots of an estate, ever held the *same* lands as their jotes, prior to the advent of Act X of 1859.

6. That owing to the constant variableness of a *hustabood* ryot's rent, prior to, and since the Permanent Settlement, no such "presumption" as that under Sec. 4 of Act X, or Sec. 15 of the Tenancy Bill, can ever arise, or be legally pleaded by a ryot, who had been a cultivator in a Hustaboodi Estate.

7. That having "held at a *fixed rate*," or *rates** may be pleaded, and is all that can possibly be *presumed* in such a case.

8. That the right of selling his jote was not in the Hustaboodi Tenant, had not been and could not have been exercised.

* "Where the rents are adjusted upon a measurement of lands of the cultivator, the rates and terms of payment shall be expressed in the Potta." Mr. Shore's Minute 18 June 1793, para 589. Also, latter portion of Sec. 56, Reg. 8 of 1793, and Cl. 11, Sec. 57 Reg. ditto.

The supposition of such a right, moreover, is incompatible with the manner of the ryot's connection with the land; which had been through the medium of the crops raised and therefore temporary, and liable to cease in the absence of personal industry.

9. That even a *nugdi* ryot, with fixtures of land, and rent for the same, cannot (consistently with admitted and well established principles connected with proprietary right) claim to alienate his jote without his landlord's permission, but a *hustaboodi* ryot, would simply be "no where," in such a case!

10. That although the system in question, should have ceased to exist in the Province at any time, since the Permanent Settlement of Behar, yet the fact of its having existed in any estate (if legally proved) should I submit be reason sufficient in law, (as it is to common sense,) to exclude the legal presumption of 20 years, already referred to above.

11. And lastly, as regards this *hustabood*, although zemindars in Behar under legislative recommendation, (if not pressure) have given up custom,* to make room for CONTRACT,† yet having obeyed, they ought not to be forced by the same legislative Power now, to give up contract *also* (Sec. 47, Mr. Ilbert's Tenancy Bill) and—to shut up!

With these observations, I close Part I., of my paper.

PART II.

Conflicting interests no doubt, are worrying many hearts and heads in Bengal and Behar just now, in connection with Mr. Ilbert's Bills, and the Bengal Tenancy Bill perhaps, more than any other; but superior to every consideration whatever, to one who would assist Public opinion at such a crisis,

* Secs. 56 and 57, Reg. 8 of 1793.

† Sec. 7, Act X., of 1859, and Sec. 7, Act VIII. of 1863.

should be the obligation to speak honestly, that is to say, truly and in good faith.

It is very hard though, having to mix in any political, or social controversy, from an obscure Mofussil Station, far away from the aid of books and papers, to support views and opinions connected with a narrative of personal experience. Then again, the figure of "I by itself I," is one that men seldom care to bring forward on such occasions, when and where it is possible, to employ the anonymous. That the writer speaks in his own person, is because he believes, that a story is best told so, when credibility, and not sensation is the object.

The principal charges against the zemindars of Behar, and for which hard and confiscating legislation is being prepared, or proposed, as far as I can make out, refer to rack-renting and *zoolm* (oppression.)

It is being sought in England, as well as in India, by a party with very far advanced socialistic ideas, to make up a case for the Behari ryot, something like this;—(1) his condition is deplorable owing to the hard-heartedness and avarice of his landlord, or (2) the oppression of farming Indigo Planters; (3) he is stupid and ignorant and "has no fight in him;" (4) he has been swindled out of his right of occupancy by the Zemindar, (5) at least half the yearly produce of his field, paid in kind, goes to his landlord; (6) the existing laws are insufficient for his protection; and so forth.

"But the time is now come"—judgment is at hand! "A tremendous wave is rolling over India: the new Bengal Rent Bill is afloat! It is from the growing discontent of the country so urgent, that we do not care for it!—the interests involved, are so enormous, that we prefer to turn away our head (sic)—we will not look them in the face; we shut our

The writer's difficulties.

Charges against zemindars.

How the Radicals propagate them in England.

eyes; they are *too* big for our vision!" These quotations are from "The Dumb shall speak, and the Deaf shall hear" pamphlet,—as may be supposed; and when the poor creature (whoever he may be, ryot, or Viceroy?) does get back the use of his auricular organ, he will no doubt hear some thing "tremendous"—depend on it!

It is the age for tall, sensational talk, and æsthetic exhibition; and so no body need complain of any body for indulging in them. In England, unless a lecturer, or platform orator, can by dint of extravagant word-painting, produce scenes and situations, at once thrilling and horrifying, he is simply—nowhere!

But out here, in India, although we can work the hyperbole pretty hard sometimes, say at a small *darbar*, or a *moolakat*, with some official "griffin," yet in discussing a subject, like a Rent Bill, before an Anglo-Indian audience, it would be to its common sense, more than its nervous system, that the speaker would care to appeal for a favorable verdict.

As regards the pamphlet in question, I have individually, no fear that it can possibly do the cause of the zemindars of either Bengal or Behar any harm, with old experienced Anglo-Indians, or with sober-sided men in England either—out of Exeter Hall!—So I shall take no further notice of it—at least by quotation; but go back to my work of narrating facts and incidents; and I shall probably in this way meet the strictures in that pamphlet also.

As I may have to call in the aid of figures largely to prove that the rents are not high—to show that the ryot of Behar, (except in some particular Districts, for which there may be some special local reason, or cause,) is not assessed with any rent that could give even the shadow of a pretext to any one to say that he (the ryot) is being "rack-rented;" or

Sensational oratory of the period about ryotti misery.

Pamphleteering at home.

Real condition of the average Behar ryot; or the "dumb animals."

that the average landlord in the Province of Behar is so fond of money, or is habitually so cruel, as to deserve being styled "avaricious and hard-hearted;" and moreover, as figures can be better dealt with at the end of the chapter, than at its commencement, I would with the reader's leave, select at present the condition of the average Behar peasant—his moral, physical and fiscal condition, as well as his ability to help himself to fight his own battle, and the sufficiency of the existing rent law (Act X of 1859) to protect him in his rights (such as they are under any law, or admitted usage) as the proper subjects for a primary discussion.

One more remark, it is quite a mistake in Englishmen fresh in the country, (or some "incurables" who have aged in it!) when dealing with the agrarian population in the two Provinces, and questions like "rent," "enhancement of rent," "occupancy rights" and so forth, connected with the tillage of land, to treat the *individual* ryot, as the unsupported opponent of the Zemindar. The individual ability, means and resources of the former, have nothing to do—should go but a small way, in deciding the real merits, or the strength of the parties, in such cases.

The "weakness" of the ryot—if it is *never* to be called strength; —in these contests, is the combined force and action of the entire village community; and the "strength" of the Zemindar—since it must not be called weakness!—is the isolated struggle of one man, deprived of *viva-voce* evidence, cut short of the "sinews of war," and with his own *Patwary* often a secret adviser in the enemy's camp!

Such is but too often the real position of the two parties in a village *gole-mal*, row. "*Hooka-pani bund*, or down with your contributions to fight the *ticcadar*," (or the Zemindar) cry the half a dozen "autocrats of all the Russias," in the persons of as many

uncrowned and breechless *Munduls*,* or *Manjuns* of castes, presiding at a punchyat to their respective caste fellows, in a village in Behar; and away go the slaves to fetch their money. Say, impartial reader, if you have any experience of Behar—if you have lived for any time, not in towns, but in the country, amid a rural population, and have acquired some knowledge of their every-day language, customs, religion and domestic habits—say if the foregoing sketch of village combination, under the pressure of *caste*, is correct or not?—Now listen to this story.

In the year 1873, the writer became by purchase at an arrear of rent sale at the Collectorate of *Story of a Putni Taluk in Behar.* B——e, the owner of a Putney Taluk known as “Lot S——i” comprising three Mouzas, called S——i, B——e Godra and B——pur, with an area of 7,000 local Biggahs, equal nearly to so many acres, and a consolidated annual rent of Rs. 1,600, payable to the Zemindar. Nearly all the lands of the Taluk were said to be under cultivation, with nearly every grain or product common to Behar, the exceptions being sugar-cane and poppy, which however would grow, if cultivated, but the ryots seemed to be indifferent about them. Paddy, both early and late, tobacco, wheat and hemp seemed to be their favourite crops.

At the time of my purchase, the Putwary of the Taluk, happened to be filing the Road Cess papers, and was obliging enough to [accommodate me with a copy of the *jumma-bundi* the originals of which are, or should be, in the Collector’s, or the Road Cess Office of the District. I submit below, a literal translation of the Abstract of the papers referred to :

* We have some account of them in the settlement literature of 1793. “Munduls. Their power and influence over the inferior ryot is great. * * They make a traffic in Pattas. * * If any attempt is made to check the abuses, they urge the ryots to complain and to resist. * * The head Munduls are become the real masters of the land,” &c.—para, 241 Mr. Shore’s minute of 13 June 1793—

Extracts from them. "Terij-jummabundi of Mouzas S...i, &c, Perg.
H-----t, in the District of B...e, 1279 Fs.

NAMES OF VILLAGES.	BIGGAS.			RUPRES		
	(under cultivation.)			(annual rent.)		
Mouza S.-----i.	1,850	12	0	920	9	3 $\frac{3}{4}$
Do. B.-----e-godra.	1,791	8	0	461	7	6 $\frac{3}{4}$
Do. B.-----pur.....	787	7	0	315	11	11 $\frac{1}{4}$

Total Biggas..... 4,429 7 0 Total Rs. 1,697 12 9 $\frac{1}{2}$

From the above, I gathered this much; that since the whole of the Taluk was said to be under cultivation, the Putwary's papers failed somehow, to account for the remaining land appertaining to it, that is to say, the difference between Biggahs 7,000, and Biggas 4429-7; in the next place, it struck me that the rent rates, were very low, to produce the cash result, shown in the Abstract, against the total quantity of land, under cultivation, and lastly I discovered—any thing but a lucky find!—that I should have to pay out annually to the zemindars nearly all that I should collect from the ryots and have to depend on the "main chance," for a profit!

I was comforted somewhat though, after a little conversation with master Putwary, and when I came to look into the *jummabundi* papers. The village rates were certainly low: lands that had been fallow (*partti*) or jungly, or but lately broken up (*chowmas*) some 8 or 9 years ago, were still being paid for as fallow &c., and at rates peculiar to the *hustabood*—in fact, there had been no measurement, or reassessment of the lands since the abolition of the *hustabood*, by the present zemindar (an auction purchaser) in 1273 Fs. and all the incidents and peculiarities of that system, were yet discernible in the *jummabundi* papers.

Let me here produce some specimens of the ryots' account from those *jummabundi* papers, for the examination of the reader, my translations shall be, as nigh to the originals, as possible:

Specimens of an Ex-hustaboodi ryot's account, from the village *jummabundi* papers.

• "The detailed account of ryots of Mouza
S—— i, in Perg H——t, for 1279 Fs."

GHUNSIAM MUNDUL (ryot.)

NAMES. (specification of lands, original- ly "crops.")	BIGGAS.			RATES.- (rates of assess- ment per Bigga.)			TOTAL RUPEES. (Total amount.)				
	B.	C.	d.	Rs.	As.	Gds.	Rs.	As.	Gds.		
Paddies generally	...	4	9	0	0	6	0	1	10	15	
Paddy transplanted	...	2	0	0	0	5	0	0	10	0	
Single crops	...	2	18	0	0	4	0	0	11	12½	
Lately broken land	...	1	14	0	0	4	5	0	8	17½	
Jungly crops i. e. koolty, pease, &c.	...	30	7	0	0	2	10	4	12	0	
Garden vegetables	...	1	19	0	0	7	10	0	14	12½	
Fallow land	...	2	6	0	0	1	0	0	2	7½	
Bastu land	...	0	9	0	0	0	0	0	0	0	
		46	4	0	...	...	...	9	7	3
Add Batta on Cos., Rs.								0	10	0	
Add decrease in last year's jumma								5	10	9	
								Rupees.....	15	10	11

"The detailed account of ryots of Mouza,
B——e-Godra in Perg. H——t, for 1279 Fs."

KASI MUNDUL (ryot.)

NAMES.	BIGGAHS.			RATES.			TOTAL RUPEES.				
Paddies generally	...	22	9	0	0	4	7½	6	2	2½	
Paddy transplanted	...	4	0	0	0	3	15	0	15	0	
Single crops	...	4	11	0	0	3	15	1	1	5	
Lately broken up	...	2	12	0	0	3	15	0	9	15	
Jungly crops	...	10	0	0	0	2	0	1	9	0	
Vegetables	...	1	0	0	0	7	0	0	7	0	
Fallow	...	27	2	0	0	1	0	1	11	2½	
		71	8	4	.....			12	7	3
Add Batta on Co's., Rupees.....								0	13	3	
Add decrease in last year's jumma								0	7	6	
								Rupees.....	13	12	0

I took an early opportunity to visit my new Estate, and to make the personal acquaintance of my future tenants. They belonged to "the masses of poor low castes" indeed, that an English lady commiserates so much,—*gualas, koerees, khungars* and *dhanuks*; but they were fat and well-to-do husbandmen nevertheless; and as comfortable in their huts, as their peculiar style of living would admit of. I took a survey also of the village-lands, and felt satisfied that they were yielding a tremendous profit to the cultivators: tobacco alone, (raised *without* any irrigation, owing to the peculiarity in the soil of retaining moisture, throughout the twelve-months of the year) could yield nothing short of Rs. 45 or 50 per Biggah,—fancy lands yielding, or capable of yielding a profit like that, being let at 4 annas and 5 annas the Biggah, or in English money at 6 or 7 ds. an acre, and an Exeter Hall audience going into fits, over the miseries of "the mass of poor low-caste ryots of Behar, crushed by constant and excessive increase of rent!"

I thought it best to tell the assembled ryots on the spot, that I was not—I could not be satisfied with the *rates* they were paying, and by and bye, it might be necessary for us to come to some friendly understanding about *increasing* them. They meekly held up their folded hands—*jub our jo hukum hoe, sirkar!*—whatever or whenever the *sirkar* might order, we obey! I could detect the irony at the bottom of so many soft words,—the term "sirkar" was there quite as applicable to the Government of India, as to your humble servant; and therefore retorted with—"In that case, let us settle the matter at once; let the rates be doubled from next year?" This set the fellows agiggling—they had been taken in their own trap!

The first six months of my possession were uneventful. The time for the payment of the zemindars's rent came, and the jet-ryots,

The first lesson in six months: no receipts wanted!!!

the head men, (to whom by the way, I had entrusted the rent-collections as an act of confidence) now produced the money, At first they paid in the rents due for the half year, and then they added a further sum, which they said was the *Ulg*i being a proportion of 8 annas in the rupee of the *mal*, or actual rent; and for which *no receipt*, would be wanted!

The *Ulg*i system. This was my first experience of the *Ulg*i system.

At the close of that year, I was asked to sign *faraks*, acquittances, but only to the extent of the sums shown against each ryot's name in the Patwari's *jumabandi* papers, and no more: the *Ulg*i, or extra payments were left out of the documents.

I had been in peaceable possession now for a year; but without even a hundred rupees to show as a profit—I therefore resolved to make one more effort for a friendly settlement of the matter of rent enhancement, with my putni ryots. I had no wish to protect the *Ulg*i fraud, (for fraud it was and nothing else; since it kept from the knowledge of the zemindar, the reversioner, a very material information,—the *actual* income of the estate!)—I could not retain the Putni, without some increase of income, but I wanted that increase to be down in black and white in the village-papers.

It is difficult to paint the mock humility and submission, with which my "low castes" received the proposition of no *Ulg*i, but reasonable enhancement for the coming new year;—they were poor men and were unable to bear any increase of rent; their *jaut* and *jyjout** would certainly go!—but still how could they contradict the *malik*?—he should have his commands obeyed, but—but not *that* year; the paddy harvest had been indifferent; the caterpillars had been grubbing the *tori* (mustard); the grass-hoppers the tobacco; and—and besides,

* Literally "their castes and their goods would go"—they would be ruined.

was not the *luggan* at hand?—the marriage expences would be so dreadful!—and—and so, would not the *malik* wait till *next* year?

Of course he would—the fellows had made out *such* a case; but every word of it he disbelieved! He had however one more proposal for them: since there could be no adjustment of the rent dispute that year, would the men attend and have their fields measured in the presence of my own *amlas*? They hemmed and hawed a good deal, and at last agreed to the proposition.

The measurement commenced. On the first day a great many were present; on the second day a few only; on the third day none at all, and on the fourth, whole villages turned out *en masse* with *latees* (clubs) and drove the measurers clean out of the field!

The Putnidar, that is to say, your humble servant, reader, was very wrath when he heard of the ill treatment of his servants. He would parley no more with such ryots; he would go to law—he would have an *Amin* (Government Surveyor) from the Sub-Divisional Court, and get a *khait-but* measurement of all the 3 Patni-villages. He wrote and forwarded instructions to his lawyer at once on the subject.

The ryots were not long in finding out the measures taken against them by the Putnidar. They sent a deputation with the Patwari at its head. The latter came to pay the rents he had been collecting, and the jet-ryots brought the *Ulgi*, as an olive branch from the contrite ryots. The Patwari was also the spokesman;—

“The ryots are sorry that the Saheb’s *Amlas* could not finish the *jurreeb*, measurement, but—

“Were they not *driven* away?”—Interrupt.

“So they were; but how can I say *such* a thing!”

“Well?”

Land measurement, and how it ended.

Ryotty deputation and Patwari as spokesman: instructive dialogue.

"The ryots are very sorry; but perhaps the Saheb is not aware, that it is not customary to measure ryots' fields while the crops are on them; it brings *bad* luck! The ryots therefore ask *khodawand* (my lord) to put off the *jurreeb*, till after the *Bysaki fussil*, (crop) next year?"

"It's a case of another put off for a year I see," I answer; "but as I have sent for the *Surkari Amin* (Government Surveyor) the ryots had better wait and settle with *him*, the question of bad or good luck."

"In that case," returns the spokesman; "I fear there will be *burra golemal* (a great row)—too much trouble and expence for every body; and—you are but a *Putnidar*, Sir — the *third* in succession; and the tenure has been in existence only some 8 or 9 years altogether! The ryots will oppose the measurement, as "kuddimi khoodkasts" and "mokurridars."

"But did you not tell me, and do not your papers show, that these villages were *hustaboodi* not very long ago?"

"So I *did!*" says, the rascal, with a smile lurking about his blue-black, *ganja* tainted lips;—"so I did; but *mamla is mamla*,* who can say, but that the ryots may have *receipts*, that they can produce."

"Receipts of which you must know a good deal you villain," I remarked.

"Cant say just now perhaps" he answers.

But the fellow's shot about *too* much trouble and expence for a putnidar—"the third in succession!"—had hit its mark: I felt disposed once again to accept a compromise.

To cut a long story short. The ryots allowed their fields to be measured, in the ensuing April, as they had promised; but when they were asked to sign the measurement

Negotiations broken off, and why?—

* "A law suit is a law suit." That is to say, in such a case, a man, according to a Behari ryot's code of morals, need not be overcrupulous about the *means*, of flooring his opponent.

papers, they one and all refused to do so. The reason of their refusal was, that the papers showed a large *increase* in each man's *jote*, as contained in the *jummabundi* papers. Then came the offer of another compromise from their side: they would not sign the measurement papers, but would pay extra for the excess lands all the same, provided they were not entered in the *jummabundies*. So in fact, I was to sanction another *Ulgi*, in addition to the existing one: the first had been for rent; this one would be for *land*. But I had no mind to be so accommodating, and thereon negotiations came to an end; and either party prepared for fight.

The Putnidar then served the ryots with Notices in form, under Sections VIII and XIV of Act VIII of 1869, that is to say, notices to quit, (or to pay) and of enhancement of existing rates. The ryots retaliated by stopping the collection of zemindari dues, and voting a year's rent, into the hands of the jet-ryots and "mundals," to be used in fighting and worrying the Putnidar.

In course of time, the suits (founded on the notices referred to) were filed against the ryots, in the Sub-Divisional Civil Court. Can the reader guess the line of defence, or pleas, set up by the two sets of ryots—non-occupancy and occupancy, concerned in those suits? Probably he imagines, that the first set of them, pleaded "occupancy rights," and the second, total denial of any of the reasons, that could make him (an occupancy ryot) liable for enhancement under the law? No such thing!—the men despised such low pleas: they hoisted themselves on to a higher platform; and produced receipts showing an *uniform* payment of rent, &c, for 20 years, and asked the Court to believe, that they had been *kuddimi—khudkasts*, and *mokurridars*, from and before the Permanent Settlement of the Province! Section IV of the Act favoured that plea.

The production of forged receipts in rent suits, especially

Forged rent receipts : ryot's remedy. The dog that barks not, but *bites*.

when and where the village accountant, the redoubtable Patwari, is on the side of the ryots, is as every body, official or non-official, knows quite a common occurrence in Behar, though *perhaps* less frequent in Bengal. I hastened to instruct my lawyer, to apply to the Court for some extension of time on the ground of surprise ; while I sent to my zemindar's cutcherry, for old village papers to rebut the presumption alluded to, as well as to show the incompatibility of any plea of that sort generally, with the existence of the *Hustaboodi* system, in a Mouza. The application to my zemindar for old papers proved unsuccessful ; he had no papers of any period beyond his own time, and he was but a recent auction-purchaser : he referred me to the servants of the old proprietor. They had not the papers either : when the *raj* went, the papers went also—to *shaitan* (the devil) or the white ants ! My last recourse was the Patwari—he had all along been in the enemy's camp, I knew ; but I would still *try* him. I do not think my people offered him enough though, for he made all sorts of pretences : he was an old man ; his memory was getting defective ; copies of originals had certainly been in his possession for years, but he could not say what had become of them, thought they had all been burnt in his *basa* (house) during a dreadful conflagration in 1273, but was not sure : at any rate, he did not think he would be able to put his hands on any old papers, just then.

I was disappointed and annoyed, and felt puzzled what to do ; when happily a message arrived from my man of business : “ the jet ryots would refund costs and settle, if you should agree to withdraw the cases.”

I agreed to every thing. I felt now that I was no match—a putnidar unaided by the zemindar, to fight *such* ryots ! I quite made up my mind too, to sever my connection with the Putni-Taluk—to sell out, or be sold out of it, the very

Putnidar surrenders at discretion, and parts with Putni Taluk no match for the ryots !

next *kist* day. I defaulted paying that *kist* (instalment of rent) and awaited my release. But it came not—the Zemindar did not care to have me sold out; neither would he permit me to throw up the lease. What's more, I could not relinquish it, under the existing Law !!!—Then I stopped paying rent, and became a habitual defaulter: my ryots cared no longer to pay me either. The putni had eventually to be sold (not before the arrears had accumulated against me to the tune of some Rs. 4 or 5,000) and I became free again.

My story is not all told yet. In 1878, I happened to be a party

A curious discovery. The victim of legal presumption.

in a large boundary dispute case; which necessitated the procuring of many Revenue Survey Maps, from the Office in Calcutta. Among these were the plans of my late Putni villages. Guess, reader, what I discovered in those plans? Simply this; that out of the three, two of the villages had actually been *in the bed* of a large navigable river, in the year of the survey, 1843 !!! That knowledge however, came *too late* to be useful to me, in any way—*this hour excepted!*

I shall leave it to each reader, to draw his own moral—should it have one—from my story. But I lay

Moral of the story

before him certain facts, derived from some experience of the Behari ryot, as he is in North Bhaugulpore (and why not elsewhere also?) and I ask him:—Are these people rack-rented, or down-trodden, or stupid, or “without any fight” in them?—Are they incapable of protecting themselves or their ryoti rights; and is not the existing rent-law (Act X of 1859, or Act VIII of 1869 B. C.) already sufficient, and even more, for their protection? To invest men like them, with greater powers (as the new Rent Bill contemplates) without any special necessity, and merely to humble the friendly zemindar; or at the best, to try in an oriental, foreign land, some advanced, far-fetched occidental theory of the equality of all men,

is more like creating an element of mischief, than a "tower of strength" to the State!

Few minds—English or native, can coax themselves, I apprehend, into the belief that Mr. Ilbert's Tenaney Bill is really intended to restore the Bengal or Behar ryot to his rights and status, as they had been before, or at the time of the Permanent Settlement of the Provinces, or at any rate, that the framers of the Bill have not willfully, or otherwise, deceived themselves into the belief that they are, bringing about such restoration of things.

Why, if these persons are really anxious to effect a restoration, ~~let~~ them do it properly and wholesale.

What should be restored ;
to realize "restoration?"

For instance ;

1. Let them return to the broad distinction between a "resident" and "non-resident ryot"—the *baskita* and the *pahi*,* and their respective rights and liabilities—advantages and disadvantages.

2. Let it be that a ryot may become *pullap*,† through relinquishing even a portion of his jote—the *bad* portion of it say: *nurrum*, or *gurrum*,‡ let him still keep every part of it, if he wishes to keep the *whole*.§

* *Khoodkast* and *pykast*, are but the substitutes in Persian of those two words, and occur chiefly in the literature of the Regulations; but the others are as household words in Behar.

† i. e. he deemed an "absconder"—

‡ i. e. "weak and hot"—terms employed in agriculture in Behar; productive strength of the soil—

§ I would as a zemindar of the Patna District, call the attention of legislative members most respectfully to the hardship and injustice of not allowing the zemindar to have some voice in the selection of the crops for his *dhowli* lands, as of yore. The result is, that where a ryot has a *dhowli*, as well as a *nugdi* field, in the same area of a village, he is as a rule, quite careless and negligent about the former, cultivating it with the coarsest grains, while he bestows every care on the latter, and cultivates it with rich paying crops; such as sugarcane, poppy, tobacco, wheat, barley, and paddy, &c. The quality of the soil in both the fields being alike, the absence of power in the landlord to interfere in cases of neglect, or unjust preference, is held to be a grievance.

3. Let the ryot be bound to cultivate his crops according to the wishes and approval of the zemindar—especially in BHOWLI lands.

4. Let the rates be fixed according to the produce grown, and not with reference to the quality of the soil—virgin, or otherwise.

5. Let the *Hustabood* return in all its glory to Behar, with rents charged on the crops, (not on the land) and rising or falling according to the number and description of the crops in each season, or Fusily year, and all the rights and incidents connected with that system, &c.

It is useless going on with the enumeration of things at, or prior to the Permanent Settlement. Although one hears a great deal about the provisions of the Bill being restorative, and not confiscatory, one does not somehow find in it, any provision, that at all resembles any thing, that had been—any thing of which one has read, or heard, as belonging to any by-gone custom, or system of Behar (in the agricultural way) existing at the Permanent Settlement.

On the other hand, it is as plain, as the noon-day sun to any body (not looking at it with closed eye!) that such things, as “compensation for disturbance,” “fixity of tenure” or “occupancy rights” (excepting in the case of the *kuddimi khoodkast* ryot) “free sale” of jotes by ryots, &c. are foreign to the soil of ancient, or even modern Behar—they (those provisions) are simply cuttings from a foreign Code, now being forcibly engrafted on Indian soil—without necessity. Then what can be said of the withdrawal of the powers of distraint and ejectment from zemindars; were the ryots of Behar never subject to them—I mean to those two incidents?

There is also this to be observed with regard to the Tenancy Bill, that Hon'ble Members in charge of it, as well as many others who have to deliberate upon it, are looking *too far* into the future—often into contingencies impossible, or possible

But cuttings from a foreign code, can't do it.

What the writer thinks of the legislation of to-day.

because contingent ! While they overlook more important matters, many momentous issues, nearer *to-day*. It is an outcome of the Radical Government at home, according to many disinterested lookers on, that the Indian statesman also of to-day, delights so much in communistic theories and mob sympathies; but the writer ventures on no opinion here : he is *gิร์hust* and a “ Mofussil man,” not a politician.

It may not be correct, yet it is the surmise of many, that the one-sided provisions of Mr. Ilbert’s Tenancy Bill, as altered from the original draft prepared by the Rent Commissioners, would never have been tolerated, much less approved of by many high-principled, high-minded men either in India, or in England, but for the prejudice created against the Bengal and Behar zemindars, through mischievous, political pamphleteering and lecturing. Less by words, than by implication, the seat of zemindary mismanagement and planter’s oppression in Behar, has come to be fixed somewhere, about the centre of the Province, that is to say, in Tirhoot Proper, where that great industry, Indigo, under European supervision and capital has made for itself a home.

It is a noteworthy fact also, that either on account of the industry just referred to, or the presence of

Tirhoot and the Indigo planters; Tirhoot stands for Behar with English folk.

so many European planters in it, or any other special cause, this Tirhoot is the

best known of all the places and Districts, in Behar, to the European world ; and in fact, the place but too often, fills the space of the *entire* Province, in the English mind ! When therefore an ex-joint-magistrate of Tirhoot talks about the “ ruin of a Province,” he cannot be understood to mean—he really does not mean the *whole* of the Province of Behar, but only that portion of it, of which he might have acquired some knowledge—some “ official” knowledge. That knowledge, in a joint-Magistrate, or even a full Magistrate, would not be expected to extend, would not extend in fact, beyond his own district, or territorial jurisdiction. Again in the case of an Englishman (or a lady we will suppose) delivering a

lecture, or a speech in London, in some public saloon, or hall in Piccadilly, or at the Strand, and before a purely English audience about "Behar" and its oppressive Zemindars and Indigo Planters, one may without the smallest chance of a mistake conclude, that the tirade is levelled at, or that the speaker has in his, or her mind's eye, all the time, the unfortunate men of Tirhoot alone !

But Tirhoot is not *all* Behar, gentle reader : look at a map, and judge.

As regards Tirhoot even, although I have no personal knowledge

Some remarks about Tir-
hoot.

of it, it is not, I am certain, any thing,

so wicked, (even if it be wicked at all !)

as some political mischief-makers,

would have us believe it. It is alleged against it, that the rents

around Durbhanga and Mozafferpore are "high;" but high rent

does not necessarily mean "rack-rent;" for instance, Rs. 10 per

biggah may be a very moderate charge in one locality ; while half

that money might be a very heavy charge in another locality.

And it might be, that the land in both the localities, might have

the same identical soil too ; with only this difference, that in the

one case, there might be some special local demand for a product,

which might not be in the other place. The law of supply and

demand can no more be ignored in agricultural economy, than in

any other. Take this case (and it is not an imaginary, but a true

case.) At Durbhanga, a very centre of Mithila population, ryots

cultivate very largely *Sukkurkund* ; for which the cultivators pay

as high, as Rs. 16. a biggah. The yield is 200 maunds per biggah

(without any irrigation) and the article sells at 1½ maund, say

even 2 maunds for the rupee : the sale proceeds therefore amount

to, about, Rs. 100 per biggah. In such a case, no reasonable man

would think of charging the Zemindar, with rack-renting those

ryots. But say, that those Brahmins of Tirhoot, were not so fond

of eating *Sukkurkunds* ; and there was no market at hand for its

ready disposal (for it is a very perishable article) ; or if those

same lands had been let out for some cheap grain, Indian corn, or

marrooa, then there can be no doubt, that even the half of Rs. 16 would have been rack-rent.

There may be a different way of assessing land in England, or even in India, where the *Fussli* system does not exist, or never has been, known ; but where it has existed, as in Tirhoot (and generally all over Behar) the experience and wisdom of ages have founded the custom, that the value of the field must be reckoned by the crop it grows and the market for it ; and not with reference to the soil alone. I find, I am supported in this view, by so eminent an authority as Mr. Shore. He says ; “ it would be impossible, I conceive, to fix specific rates for any one species of produce in any district generally ; the quality of the soil, and the *situation* of the land, as enjoying the advantages of market and water carriage, must determine it. The remark applies to every species of *produce*.” Para 400, Minute of 18th June 1789.

I have no wish to create troubles for my neighbours ; but if it should be a fact, beyond any doubt, that such a thing as rack-renting or any other evil, exists in any remarkable degree in Tirhoot, then, in that case, a better and more equitable course, would be to enact some special *local* law for that place alone, instead of revolutionising the entire system and economy of a whole Province, by a Bill, like Mr. Ilbert's No. 2. In the writer's humble opinion however, there can scarcely be any thing so wrong in agricultural matters there, that the existing Rent law is incapable—if *strictly* administered—to cope with, and to subdue.

I cannot close Part II of my paper, without quoting a passage, about the Zemindars and ryots of Behar, from Bishop Heber's Narrative p. p. 294-5 vol. I. (I think.) The testimony of a person so eminent, so disinterested, as the learned and pious Bishop, is all the more valuable, (and welcome) that few persons, at the present moment, can pass an opinion on Indian agricultural topics, without being biassed either one way, or the other :—

Bishop Heber and Behar,
ryot and Zemindar reviewed
alike,

"I dined with him (the Magistrate and Collector of Monghyr) and he afterwards drove me through what is really one of the prettiest countries I have ever seen, very populous, but cultivated in a rude and slovenly manner. The rent of the best land is about 2 Rs. for a customary biggah, nearly equal to an English acre, or 3 Bengali biggahs. They get 3 crops in succession every year, from the same lands, beginning with Indian corn, then sowing rice, between which, when it is grown to a certain height, they dibble in pulse, which rises to maturity after the rice is reaped. The District is very fertile, and most articles of production cheap. The people are quiet and industrious. * * The peasants are more prosperous than in either, (Bengal or Hindustan) which may of itself account for their decency of conduct. But Mr. Templer (the Magistrate and Collector) was inclined to ascribe both these advantages in a great degree to the fact, that the zemindaries in this neighbourhood are mostly very large, and possessed by the representatives of ancient families, who by the estimation in which they are held, have the more authority over the peasants, and as being wealthy have less temptation to oppress them, or to connive at the oppression of others."

PART III.

I HAVE not yet exhausted the topic of the condition of the Behar ryot. We have yet to make his acquaintance in a part of the Province where it is stated he is met with in his greatest wretchedness—in the tract of country bordering on Nepaul.

The denial of home and personal comfort, excepting in the case of some religious mendicant orders is quite inexplicable to the European mind in connection with the existence of the means to procure material comfort ! It does happen though, that the appearance

and habitations of the people of the locality we are speaking of, are precisely such, as to warrant in some degree the belief, not only of tourists and travellers from Europe, but also of some occasional Anglo-Indian visitors, that the creatures are wretchedly destitute ; and because they are so (or seem to be so) and follow agricultural pursuits, the conclusion arrived at is, that they are poor and miserable because of rack-renting and Zemindari oppression !!

Speaking of our frontier peasantry, " How is it," asks the Editor of a well-known Calcutta Newspaper, " that while the masses of the people in Nepal alongside Behar, are well fed, well clothed, well housed and so prosperous, as to excite remark,* the masses of our own contiguous Districts, are in so deplorable a state?"

It strikes me that such a question should be answered—that some explanation is needed with reference to the "deplorable state" complained of ; otherwise the public will keep drawing any amount of inferences prejudicial to the land-owners of Behar.

As the writer happens to be the owner of a Zemindary close to the Nepal frontier, so close indeed, that the very boundary pillars, stand upon what had been in 1842-43, a portion of his village lands, he may be allowed to know some thing about the deplorable matters complained of, if they exist.

To put it beyond any doubt, that he is speaking of people with whom he is personally acquainted, and not of the British frontier ryots out of any book of travel or fiction, he gives here the first and last letters of his village K—ha ditto of the Pergunna, D—r and ditto of the District, N—h, B—re, to which the two first named belong. While the writer does not hesitate to admit that the

* " It would be a puzzle to a professor of Political Economy to account for such a lying and murderous Durbar (as that of Nepal) and such a prosperous, well-fed well-clothed, well lodged population, all crowded into that bit of a valley."

Letter of Lady, H. Lawrence to Sir George Clark, 1845,

ryots of the village K—ha, are wretchedly housed, ill clothed, and dirty and filthy in their habits, to a degree indescribable, he cannot on the other hand, let it be supposed, that they are because of their filthiness, either poor, or ill-fed, or unhappy. They are contented to be ill-housed and filthy—their fathers had gloried in the same state of things before them, and they neither care, nor desire to create a different state of things for themselves! According to any European standard of comfort, these same creatures should be deemed miserable. According to their own ideas on the subject, they are positively happy, and in fact would be *otherwise*, if they were in any state other than the existing!

Let me draw here, for the English reader's information, a rough sketch of the border-ryot's home and habitation: it shall be the sketch of a home in the village of K—ha also. The peasant dwells with his family, of say half-a-dozen members, in a group of huts thatched with paddy straw, or some such material: the side or supporting walls of which, are constructed of reed—*khurri*. The huts may number from four to half-a-dozen, according to the strength of the family; and are usually erected in the form of an irregular square, with an *ungna*, a court in the centre. While the huts on the three sides of the square are usually used as bed rooms, as well as kitchens, the one on the fourth side (it is invariably a single long thatch) answers equally for a cattle shed, and an assembly room for the men during the day. It is the reception quarters moreover of visitors and strangers, (including any luckless "white,") that may be in need of a night's shelter and hospitality from the owner. The inside walls of all these huts, as well as the flooring, are plastered daily with a mixture of cow-dung and mud by the female inmates. The only out-let for the smoke in these hovels (for as I have said already, they are used as kitchens also) is the one single door, by which each hut is entered by its occupant. The fuel employed in cooking, is dried cow-dung.

Now let the reader fancy the whole of this group of huts to be covered with the rank green of the
 His "Kitchen Garden." *kuddoo* creeper, intermingled with the yet more rank *jhingli* ditto, during the rainy season ; and black or brown with their decayed leaves and tendrils during the dry months—let him fancy the said group of huts surrounded with a *khana-bari*—"eating garden"—Heaven bless the eaters!—of a tangled jungle of bamboos, castor plants, *khurri* grass, horse radish, horse beans and plantains, and he will then have realized a native Behary's paradise, quite beyond the ken and comprehension of the ordinary English tourist."

We have the man's habitation ; now let us examine his habiliments. We feel bound to give the
 His wife and her toilette. toilette of his women kind however, the place of honor in the picture. Wife, widow, maid—no, not the little village maidens, married at 3 or 4 years of age ; they wear *no* clothing at all, until their 7th or 8th birth-day!—well then, wife, widow, mother, daughter and daughter-in-law, they all follow the same fashion in attire. One *single* piece of cotton stuff (called a *sari*) just 16 cubits in length, neither longer nor shorter, answers the purpose of a skirt, and head and body covering. No garment with any seam in it, is permitted to be in contact with the person of a woman of the Mithila race be she a *soodar*, or a dame of the three upper, "thrice-born" classes ; and the border Hindu woman of Behar, in 95 cases out of a hundred, is a Mithila Hindu. This accounts for the absence in them of the bodice, or jacket, usually worn by the women of the Upper-Provinces of India. Another peculiar custom among the border peasantry of Behar is, that the women receive no more than two pieces of wearing cloth of the kind already described, in the course of the twelve month ; hence it follows that they are ever filthy, ever dirty, and are subjects of disgust, even when they are not in actual rags—which is commonly the case, long before the annual renewal of their wardrobes, at the happy

festival of "Bussant Punchmi"—the Indian *May Day*. The village washerman's post is fairly a sinecure in the border-lands, as regards laundry work; but he has other duties to perform to the community, which need not be described here.

A third custom appertaining to the sex: the women are not encouraged, if not directly forbidden

Peculiar customs of the sex.

(for some reason quite inexplicable to the out-side world, but which the writer hopes to be able to unriddle) to employ a comb in dressing their hair; though the article can hardly be unknown to the inhabitants, for many of them annually attend great fairs, like the one at Burra-chuttar in Nepaul, or the Sonapore and Singhessar *melas*, within our own territories, where rough wooden combs exchange hands at one anna, or six pies a piece. A substitute indeed is found for the more civilized article, in a short stiff broom, constructed of split bamboos, locally known as the *thokra*; which as far as can be judged from its construction, is better adapted to entangle and tear out the tresses by the roots, than to dress them! Hence it follows, that the border peasant woman sports, as a rule, a "bird's nest" on the top of her head, instead of a Grecian knot at the back of it. It is a part of their day's occupation, or whenever gossips meet one another after the mid-day meal, to pick each other's heads, monkey fashion of—the creatures!

To wear habitually a clear *sari*, or to possess long hair, is sure to bring a young woman into trouble

The reward of cleanliness in young women.

with her sex—if not with *both* the sexes. Such a girl would at once be dubbed a "Lut-chitki"—a lass who wears fine clothes, and sports long side-locks, for the admiration of *strange* men!

Before I have done with the Border peasant woman, let me note something very material, to determine the question, as to whether

Is she poor?

the rural population to which she belongs is poverty-stricken,—at any rate, is as poverty stricken as they seem to the English

traveller, by their dress and habitations. Notwithstanding that the woman in question, is a sloven in her person, and often a personification of down-right beggary in her single garment; yet it is nevertheless quite true, that if you will uncover her head and throat of the dirty cloth that conceals both, you will find that she wears a solid silver *husli* (necklace)—some times as many as *three* necklaces of sizes,—weighing from 10 to 30 rupees each, while her ears are ornamented with solid gold drops of the value of from 10 to 20 Rupees the pair. This incongruity in the outfit of the average peasant woman of a Frontier District, has ever been a puzzle to the European: it is no secret to the native.

Let me speak now of the frontier or border men. I have taken up already so much of the reader's time talking of their women, that I find I shall have to be sparing of details somewhat about the men.

The border man, his out-fit and pass time.

up already so much of the reader's time talking of their women, that I find I shall have to be sparing of details

In their stock of clothing the men can hardly be considered to be better off than their wives and daughters. But of course as the male creature is so much less encumbered with the same length and breadth of cloth around his person, and has not an equal number of filthy domestic duties to attend to, as his *cara sposa*, he is able to keep himself just a trifle cleaner. His ordinary wear is a *dhoti*, a piece of long cloth measuring, just 8 cubits in length, to cover his loins, and he has also an *angocha*, another piece of long cloth, (but two cubits, shorter, than the other piece) to answer for a change during field-labour, a bathing-sheet after the day's work, a head covering while he is ploughing and a towel when he needs to wipe his person dry of sweat and perspiration. The only other garment he may have in stock, besides the two named already, is his *puggia* (turban) which he keeps safe on a *cheeka*, a bamboo frame-work suspended to the highest rafter of his hut; but this *puggia*, or turban he seldom needs, excepting when he goes to "make *darbar*"—when he pays his official visit to his landlord's office, or attends a *punchait*

or a Magistrate's Court. Then having clapped his *puggia* on his head, thrown his *angocha* over his shoulders, and lowered his *dhoti* just three inches *below* his knees, the hero considers himself "full-dressed!"

Such is the man; but reader, is he poor, is he ill-fed?—Look at his herd of horned cattle—the poorest man of his set, has nothing short of a pair of plough bullocks, a stock of say half a dozen cows, and a milch buffalo, or two, in his cow-shed. He has sometimes a round-shed, called a *bakhari*, which answers for a granary, alongside of his cowshed;* but he prefers at the present day, to bury his grain, to keep it out of the reach of village conflagration and thieves. Then as to his or his "better half" being ill-fed—Well, look at them! the woman is well-grown, full fleshed and symmetrical in form, and the man—if a youth, is tall or middle sized, supple, wiry, and athletic, a trained wrestler from his boy-hood; and if middle aged, he is tough, broad-shouldered and hardy. I would refer any one desirous of knowing something more about the frontier peasant and his athletic training, to Mr. Ingle's instructive book, "Work and Sport in Northern India." It is difficult—it is almost impossible, to believe, that a half starved, care-worn peasantry can have the time, the means, or the desire to train themselves, into athletes!

Before concluding the subject, let me show the means that the ryot possesses of making himself comfortable, if he pleases. Take the condition of the village that has already been named, K—ha, for instance. The lands of this village, are what a Behari calls *balsoondri*—they are capable of retaining moisture throughout the year, without the help of irrigation. The

* "August 19th 1825. I walked about a good deal, and was much interested. At the nearest village to which I walked, were two or three cottages, which though mere hovels of mud and thatch, yet from the size of their out-buildings, and the treading of many cattle around them, I should conceive were really the residences of tolerably wealthy farmers!"

Heber's Narrative. p. 310.

customary biggah in the place, is just the size of the Nepaulese biggah, of 20 cottas with a pole of 9 cubits, almost equal to 2 English acres. The lands yield, or are capable of yielding, almost every product common to the soil of Behar or Bengal. The rates of rent are Rs. 2 and 1-8 per biggah aforementioned. Note that the highest rate is only Rs. 2 per biggah.

Now alongside of this village, and the Pergunna in which it is situated, is Purgunna Bhojni-Khaj, in the district of Sub-turri, in the territory of Nepaul, the rent-rates of which are Rs. 3 and 2-8 per biggah aforesaid.

Note that the rates here are full one-third higher than those prevailing in the contiguous village named in British Territory.

If then the masses in the Independent native state, show a marked contrast (and I admit that they do) to our own people in several

A contrast in men.

respects, the cause of such difference, does not to a certainty, arise from rack-renting, in our territory ! The fact is, the Gorkha and the Behari belong to distinct races—the Tartar, and the Aryan ; and they have nothing in common between them, whether in language, religion, or habits. Were I to account for the habitual disregard in our Border ryot of cleanliness and home-comfort, I should perhaps attribute it to two causes ; 1st to gross ignorance and caste scruples, and 2ndly to a long standing habit of dissimulation, arising out of, and connected with their frontier situation, and helplessness against the hill-tribes. To put on a show of poverty, and to create uncompliancy in the persons of their women (naturally good-looking) were perhaps the only means in the power of the poor creatures to disarm Gorkha ferocity and lust. Even up to date, tradition lingers sorrowfully in songs and ballads, in those parts, over the fate of the two or three hundred Tirhoot girls said to having been cruelly abducted into Nepaul, by the Gorkha robbers in the days of the Mogul Empire.

It has taken up a good deal of space, to answer the editorial

question, quoted at the commencement of this division of my paper ; but I trust, I have been able to show sufficient cause against the presumption it covers (if so intended) that the borderlandowners of Behar, are " rack-renters."

I feel that I should omit a very important topic, and one also that in some degree comes within the scope of my own experience, were I to pass over in silence, the next most important agricultural system of Behar, after the *hustabood*, known as the *bhowli*. This last word however, brings me into another train of thought, in connection with Mr. Ilbert's *khamar* theory,* from which I should like to extricate myself, before saying any more about the *bhowli*.

To any one acquainted with the traditions of Behar (and they perhaps give us all the information we possess in the absence of authentic history) it must be known that the original technical term, for land assessed with rent in *kind*, was not "*bhowli*" but *khamar*.†

And this *khamar* again, in the sense of a Zemindar's *peculium* was not only the restricted and reserved tract of land, constituting his *nij-jote* (private cultivation) but as a matter of fact and right, it extended to all the jungly lands in his estate that he caused to be broken up under a *buttai* contract;‡ and which remained distinct and separate, so long as it was possible, from the ordinary malgoozari lands, and was not allowed besides, to appear in the *jummabundi* papers of the village, and if allowed, then as the Zemindar's *khamar*, and not as the ryot's *mal* land. These incidents appertain to a period, prior to the grant of the *Dewani*, to the E. I. Company.

* " Mr. Shore says. " But in some places the produce is divided in different proportions between the cultivator and Zemindar. This custom chiefly respects lands under the denomination of *khamar*." p. 140. Mr. Shore's minute 18th June 1789. And again. " The land is divided into *ryoti* and *khamar* ; the rents of the former are paid in money and of the latter in kind." p. 164. idem.

† At the present day however *khamar* in Behar means merely threshing floor.

‡ A contract to share,

Could one have access to the village *jumabundi* papers of Bengal or Behar prior to 1765, it would be nothing difficult to show I fancy, that the *bhowli* of to-day, was often the *khamar* of that day, and that as *khamar*, it was held to be a part of the zemindar's *nij-jote*, as described in Section 37 Reg. 8 of 1793, quoted by His Honor the Lieutenant-Governor, in his recently published Resolution.

As far as the writer has been able to ascertain the secret history of the *bhowli* remaining, or being kept apart, as the Zemindar's reserve, or perquisite in many Districts in Behar, even at a period immediately preceding the Permanent Settlement (while the system of *farming out* zemindaries was yet in existence) was this; the Governors and Collectors of those days, did not care to be too hard on the zemindar about a thing in which he might have invested labour and capital, and which besides may have come into existence piecemeal, with no specific certain income, (or if certain, a small and a very gradually increasing one) while the poor *malik* or owner, was really starving on his *malikana* of 10 per cent. in cash, or commuted into land, yielding that income. Be the reason what it may, the zemindars did manage very often to have the then *khamar*, (or *bhowli*) thrown into his *nij-jote*, or *malikana*, as a tit-bit; and whether that was brought about through a sense of justice in the donor, through hard pleading by the zemindar, or through some *other* means not necessary to mention, is immaterial to the point.*

When therefore after many years of farming out zemindaries, granting *malikanas*, and allowing themselves to be cheated (perhaps!) the Hon'ble E. I. Company's Directors decided on making a Permanent Settlement of Behar (including Bengal and Orissa of course) they recalled and re-annexed every description

* The writer claims no further credibility for this version of the *khamar* theory, than that it is traditional, and appears certainly to be much nearer to common sense, than the romance of *khamar* and "ryotti land," in Mr. Iibert's Tenancy Bill!

of private land, such as *nankar*, *khamar*, *nij-jote*, excepting *lakhiraj*, in the possession of the Zemindar, and reassessed them with the public revenue, along with the hitherto pure and simple *mal*, or *malgoozari* lands of each estate; and then made a settlement of the whole, (as one consolidated estate, chargeable with a consolidated jumma, or revenue) with the Zemindar; whom they further declared to be the owner, or proprietor of that estate for ever.

Now it is evident that if the *kkamar* ever existed, as a separate unassessed property of the Zemindar, (and that it so existed up to the Permanent Settlement nobody doubts)

The Khamar as assessed, and unassessed land.

ceased to be such only, by reason of its having been merged into a better title and higher interest, by the settlement proceedings of Lord Cornwallis. The *khamar* thenceforth, became a united and inseparable part of the Zemindar's permanently settled estate, to be dealt with and enjoyed by him with every and all other lands of that estate (the exclusive right to the possession and use of which was not then and at that very moment, in some body else) in such manner, as he might will.

Is it surprising then, that after this—after having acquired peace and security, and a permanent title, on the pledge of a nation's honor, that the good man went to sleep—

Zemindary security after the P. S. and how disturbed?

that he cared no more to preserve any special distinction between his lands that had been *khamar*, and the lands that were *malgoozari*? It was only after the passing of Act X of 1859, that he was made aware, that the *khāmar* still lived in the memory of man, but as I have endeavoured to show in the preceding part of this paper, he had still considerable confidence in the wisdom and good faith of his rulers; and did not, could not any how suspect, that the innocent matter in Sec. the Act, would be, or could be converted into the thin edge, under the clever manipulation of Messrs. Ilbert might knock to pieces the entire fabric, raised on the

foundation of British Faith, by the less clever men of a past generation !

Although one is prepared to admit Mr. Ilbert's uncommon
cleverness and ingenuity, yet one cannot at the same time help condemning
the false and unsound reasoning of that gentleman, his friends and supporters, that because the *khamar*, the *nij-jote*, and the *zeraat* had at one time been the private and separate domain of the Zemindar, that he is bound whether he wills or no, to keep them separate still, and to add nothing to them, notwithstanding that he is lord and master now of his estate, as a consolidated *whole*, under the Permanent Settlement compact !

Before taking leave finally of the subject, I would note the two different terms *khamar* and *zeraat* employed in the Tenancy Bill (cls. 1 and 2 Sec 5) to designate, as far as I can make out, the same thing in the Province of Bengal, and that of Behar, respectively. I believe, I know the sense in which the word *zeraat* is used by Indigo Planters and others in Tirhoot ; but I have never heard the word so used, throughout the remaining length and breadth of this great Province of Behar. The term, in the sense of *khamar* or *niz-jote*, or *kamut*, would simply be a riddle to Zemindar and ryot alike, in Eastern Behar.

It seems to me, but of course I am open to correction, that the key-note to the whole scheme, and reason for separating the *khamar* from the remainder of a Zemindar's estate, may be found in Chapter II. of His Honor the Lieutenant-Governor of Bengal's resolution under the heading of "Distinction between ryoti and *khamar* land." Substitute the word "Indigo Planters" for landlords, and "Tirhoot" for Behar in this document and then perhaps we shall be as close as possible, to the unuttered thoughts of the many, who consider any increase, or addition to the *khamar*, to be a public grievance.

In such a case, a local remedy would be much more sensible, as the writer has already submitted.

Let me now return to the subject of *bhowli*, pure and simple.

I regret, I cannot admit the hitherto accepted definition of the word *bhowli*, as "a tenure for which the rent is payable in kind," to be wholly correct. I would contend that the English "rent in kind" is far more closely met by the Hindi "*ticca-mun-koot*," which expresses the idea of a fixed rent payable in corn, at so many maunds the Biggah absolutely. My own idea of rent carries with it the ingredients of fixity and finality, whether the payment be in cash, or in kind. Now in the *bhowli*, there may be a fixed proportion of produce, but not a fixed quantity; and there is besides that other ingredient wanting in it—the payment is not *absolute*, the rent being contingent on success. In the event of *failure* in the crop, the cultivator pays *nothing* to the owner of the land cultivated: in the *ticca-mun-koot* the reverse is the case, as regards payment.

I scarcely think the good lady in England, who has taken the "dumb animals" of Behar in hand, would have said—"At least half the gross produce—but often more—generally *paid in kind*, goes to the Zemindar, who supplies nothing but the land," if she had understood *bhowli* to mean what it *does*—a contract in which rent in kind is payable only in the event of the cultivators being *successful*, in reaping a crop!* Is there anything like it, in England?—

As the *jungle-bori* is, and has been the favourite cash system of breaking up forest lands in Bengal, so the *bhowli* has been the chosen rent-in-kind system for clearing such lands in Behar, in the dis-

* The Officiating Collector of Bhagulpore in his letter to the Select Committee on the affairs of the E. I. Company dated 6th December 1787, alludes thus to the *bhowli*;—"His (the Zemindar's) collection on the *bhowli* harvests instead of proving advantageous, might fall off from the cheapness of grain, or he might lose from an unfavourable season." Mr. Shaw's minute p. 220.

tricts South of the Ganges especially, known to Hinduism as the "Mugha country," the 2nd great division of the Province. The rent in such cases, as may be supposed, kept pace with the advance, or development of cultivation. Thus in its *kheel* stage, the ryot obtained a larger proportion of the produce of the field than the Zemindar; in its *kunail* stage the ryot's share had diminished somewhat while the zemindars had increased, and in the *pah* or final stage, the ryot's share had decreased to $\frac{1}{3}$ or $\frac{1}{4}$ of the gross produce, while the zemindar's had received a corresponding increase.

This was the manner in which the division of the *bhowli* used to be adjusted in Southern Behar at, or about the time of the Permanent Settlement; and the *dustoor* holds good up to date. We have happily evidence yet in existence, proving the system of cultivation, and the proportions of zemindari and ryoti shares, to guide our legislature (if the members of it really mean to restore by-gone rates, and conditions of things generally, to Behar) in finding the exact limit to which a landlord's right might be extended, or confined in *bhowli* lands:—

EXTRACTS FROM THE FIFTH REPORT.

Bhowli land—kheel.

			m.	s.	c.
Specimens of rates: The khal, the <i>kunail</i> and the <i>Pah</i> .	Malgoozari assul, i. e. the zemindar's share per maund, of produce	...	13	8	
	Naikdari (establishment)	...	2	4	
	Ryot's share remains	...	24	4	
	Maund	...	1		

Bhowli land—kunail.

Malgoozari assul	...	...	...	16	..
Naikdari	...	...	...	2	4
Ryot's share	...	...	...	21	12
Maund	...	...	...	1	..

Bhowli land—Pah.

Malgoozari assul	20	..
Naikdari	2	4
Ryot's share	17	12

Maund	1	..
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In some places the ryot's share is stated to have been (per maund of produce)—

						m.	s.	c.
In	kheel	...	...	...	...	...	22	4
	Kanail	...	...	...	...	...	17	12
	Pah	...	...	...	...	...	10	..

Then again in other places they were,—

kheel	...	...	...	...	...	22	4
ail	...	...	...	...	...	17	4
	...	...	...	...	...	13	8

ates," the report continues, "have existed beyond the public record, and were certainly fixed long before acquired the Dewany."

... assistant on Deputation to the Collector of ...
Bore, Dated 11th August 1790 p. 215-217.

... the above, that the produce of a *bhowli* field in its *pah* condition, was not shared half limit in Behar, at all events in the proportion of "half and half," between master

Permanent Settlement!

... and the means of ascertaining from any owner of an *entirely bhowli* village, either in the Patna or Gya *illaka*, his real feeling on the subject of having to the *nagdi*—the corn into the cash rent; ... village himself, Mouza C—ky, (with the two unhappily mixed up,) situated between ... er could certainly wish that he had either the systems alone, to deal with. For this

reason, and because of its fairness, he is disposed to concur in his Honor the Lieutenant-Governor's "policy of facilitating the conversion of corn rents into money rents * * and of affording to both parties—to the landlords, as well as the tenant—the facilities, which the Bill now allows to the ryot *alone* !"

In no other description of tenure, or system existing in either Bengal or Behar are watchfulness, supervision and good-will, on the side of the Zemindar so needed— in none is his lien on the field-crops so strong and undisputed—in none is his risk so great, and in none is his title to be called "master" so good; and yet—perhaps because every thing is so straight and fair with him, in all other respects—in none is he so *helpless* he is under the Bengal and Behar Tenancy Bill, as a *bhoi* owner in Behar.

His future is pretty well chalked out. Deprived of contract, it will be far more to his interest to let for fire wood and *shikar*. than for cultivation; of distraint, he will be plundered of half produce, ere the "commissoner" appears on the scene share the same—I mean the produce, not the from enhancing within 10 years, he must let the a nice run of so many number of years, between *kheel*, *kunail*, and *pah*, or bid good bye to an ever—*cui bono*?—; disallowed to eject, he must day for his rent—if his ryot but chooses —having no voice in the selection of must let the ryot take his own way t &c.—by easy culture and cheap food gra.

I must stop now. I see no necessity

Conclusion. was necessary men, to show based only on radical expediency, and to terms and conditions in Behar of which