REPORT OF THE SPECIAL OFFICERS FOR THE INVESTIGATION OF LAND TENURES, ON THE RECOMMENDATIONS OF THE MALABAR TENANCY COMMITTEE.

MAY-1947.

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CHAPTER I.—INTRODUCTION.

1. The circumstances which led to the appointment of the Malabar Tenancy Committee and the terms of reference to the Committee are given in the following extracts from G.O. No. 1666, Revenue, dated 5th July 1939 :—

"In October 1938, the Government gave notice of introduction in the Legislative Assembly of a Bill to amend the Malabar Tenancy Act, 1929 (Madras Act XIV of 1930). The scope of this amending Bill was restricted to the removal of certain difficulties experienced in the working of the Act. The Bill, however, was not actually introduced as it was subsequently decided, in view of the persistent demand for a more thorough revision of the Act, that the necessity for legislation of a more comprehensive character should be considered. It has accordingly been decided that a Committee should be appointed to study on the spot the nature and effects of the land tenures prevailing in the Malabar district and in adjacent areas where similar tenures are prevalent and to suggest for the consideration of the Government such legislative measures as it might consider necessary for the regulation of tenancy and similar relations in these areas.

SCOPE OF THE INVESTIGATION.

"The Committee is requested in particular to investigate and report on the following points :—

(1) The origin and nature of the several interests held by the janmis, the intermediary tenure holders of land and the cultivating tenants,

(2) the respective rights of the janmis and of the various kinds of tenure holders, viz., kanamdars, melkanamdars, kuzhikanamdars, sub-kanamdars, kudiyiruppus, verumpattamdars, etc.

(3) the basis of the assessment of rent and the factors that should be taken into consideration in fixing a fair rental for dry, garden and wet lands in the case of the various kinds of tenure holders,

(4) the necessity of securing fixity of tenure to the various tenure holders,

(5) the origin and nature of "renewal fees" and the necessity for controlling these by legislation,

(6) the desirability of revising the present legal provisions regarding relinquishment, eviction and compensation for improvements and of extending the provisions of tenancy legislation to fugitive cultivation and the cultivation of pepper,

(7) the necessity for making legal provisions to prohibit levies of feudal character and to secure the standardization of the weights and measures to be used in tenancy and rental transactions,

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(8) the suitability of the legal processes, penalties and procedure provided by the present Tenancy Act, and

(9) whether the intended legislation should be extended to the kasaragod taluk in the South Kanara district and the Gudalur taluk in the Nilgiri district."

PERSONNEL OF THE COMMITTEE.

2. The personnel of the Committee appointed in the Government Order already quoted was as follows:—

(1) Sri K. Kuttikrishna Menon, B.A., B.L. (*Chairman*).
(2) Sri R. M. Palat, Bar.-at-Law, M.L.A.
(3) Sri Raja Sir V. Vasudeva Raja Valia Nambidi of Kollengode, C.I.E. (died after attending the first meeting).
(4) Khan Bahadur P. M. Attakoya Thangal, M.L.A.
(5) Sultan Adi Raja Abdur Rahiman Ali Raja Avargal of Cannanore, M.L.A.
(6) Sri E. M. Sankaran Nambudiripad, M.L.A.
(7) Sri A. Karunakara Menon, M.L.A.
(8) P. K. Moideen Kutti Sahib Bahadur, M.L.A.
(9) Sri R. Raghava Menon, M.L.A.
(10) Sri M. Narayana Menon, M.L.C.
(11) Sri C. K. Govindan Nayar, M.L.A.
(12) Sri M. P. Damodaran, M.L.A.
(13) Sri P. K. Kunhisankara Menon, B.A., B.L.
(14) Sri N. S. Krishnan.
(15) Sri E. Kannan, M.L.A.
(16) Sri K. Madhva Menon, M.L.C.
(17) Sri P. I. Kunhammad Kutti Haji Sahib Bahadur, M.L.A.
(18) Sri U. Gopala Menon, B.A., B.L.
(19) Muhammad Abdur Rahman Sahib Bahadur, M.L.A.

MATTERS DEALT WITH BY THE COMMITTEE.

3. After thorough investigation and examination of witnesses, the Committee sent their report dealing with the question in fifteen chapters noted below:—

Chapter I—Introduction.
Chapter II—History of Tenancy Legislation.
Chapter III.—Origin and nature of the tenures.
Chapter IV.—A brief review of the economic position of the agriculturist.
Chapter V—The necessity for legislation.
Chapter VI.—Fixity of tenure, eviction and relinquishment.
Chapter VII—Rent and Revenue.
Chapter VIII—Renewals and Renewal fees.
Chapter IX—Intermediaries and under-tenure holders.
Chapter X—Compensation for improvements.
Chapter XI—Kudiyiruppus.
Chapter XII—Forests, Waste lands and Irrigation sources.
Chapter XIII—Miscellaneous.
Chapter XIV—Extensions of the proposed legislation to parts not included in the Malabar district.
Chapter XV—Summary of Recommendations.

My remarks are submitted in the following Report.

CHAPTER II.—HISTORY OF TENANCY LEGISLATION.

Origin for legislation.—The question of land tenures first attracted the serious attention of the Government owing to the several Mappilla outbreaks from 1836 onwards for a very long time. Originally, the relationship between the landlords and the tenants was regulated by custom. There was no trouble till custom was superseded by contract and later on by competition. Population increased without corresponding increase in the area of cultivation. Prices rose with the corresponding increase in the demand for land. Consequently there was keen competition for land and evictions became frequent, leading to unrest among the ryots.

2. *Appointment of Mr. Strange as Special Commissioner.*—In 1852, the Government appointed Mr. Strange as Special Commissioner to consider whether, in view of the serious outbreaks and breaches of the peace, any measures were necessary for defining the land tenures of the district and placing them on a better basis. After enquiry, Mr. Strange came to the conclusion that the outbreak or the threat of outbreak was not in any way due to the oppression of the tenants by the landlords. As a result of his recommendation, however, the Sadr Adalat Court, in their proceedings, dated 5th August 1856, issued instructions for the guidance of the civil courts, defining the main incidents of the important tenures, as established either by precedent or immemorial usages. These instructions were to be used by the civil courts as guidance when adjudicating disputes between the landlords and the tenants.

3. *Investigation by Mr. Logan.*—In September 1880, a Mappilla murdered a Cheruma. The Collector was of opinion that this murder was primarily due to agrarian disputes and this view was accepted by the Government. In the next month, Government received an anonymous petition predicting that a terrible outbreak would occur on account of the strained relationship between the landlords and the tenants in Malabar. This petition was sent for report to the Collector, the District Judge and to a former Collector of the district. All of them were agreed that there was considerable agrarian discontent in many parts of the district. The Government thereupon appointed Mr. Logan as Special Commissioner for a thorough investigation of the grievances of the tenants of Malabar. He was specially asked to enquire into (1) the general question of the tenure of land and of tenant right in Malabar and the alleged insufficiency of the compensation offered by the landlord and awarded for land improvements made by the tenants and (2) to submit suggestions for the remedy of any grievances which he considered well-founded.

4. *Mr. Logan's conclusions.*—After a thorough investigation, he came to the conclusions summed up by him in paragraph 38 of his report—

"(1) that the only person interested in the soil to whom the Government should look was the actual cultivator;

(2) that the landlord's power of *ouster* must, in public interests, be curtailed;

(3) that the landlord was perfectly entitled to take a competitive rent provided he was dealing with capitalists; and

(4) that the tenants must have the full benefits of the ancient customary law entitling them to sell the improvements on their holdings."

His findings on these points are as follows: The actual cultivator was terribly rack-rented especially in respect of wet lands. His customary share of one-third of the net produce was encroached upon very considerably. Similarly, the renewal fees paid by the kanamdars were exorbitant and this reacted on the actual cultivators who had to bear a considerable portion of the increased burden. For raising the rent, the usual mode adopted by the janmi was to file suits for eviction. Only when the tenant refused to pay the increased rent, the decree was being executed. As a result of this attitude, eviction suits increased in large numbers. About one in every twenty cultivators had a decree for eviction passed annually against him and the rate of increase quadrupled itself in twenty years. In regard to the compensation for improvements, he found that the tenants did not at all get adequate amount. Compensation was paid with reference to certain fixed schedules of rates laid down several years ago and which had become antiquated and inflexible. For coconut trees alone, there were 74 different rates, varying from 10 pies to Rs. 14. The old custom of paying for the improvements at the full market value had been lost sight of.

5. *Remedies suggested by Mr. Logan.*—To remedy these evils, Mr. Logan suggested measures for the protection of small actual cultivators. He was not in favour of recognizing the rights of non-cultivating kanamdars for the reason that they were merely investors of money on land. His proposal was to confer permanency of tenure to such small holdings which were not to exceed 25 acres of wet or dry lands or 5 acres of garden. The rights proposed to be conferred on the tenants and on the landlords are briefly as follows :—

Rights of the tenants.—Fixity of tenure, right of permanency of tenure, alienable and assignable.

Freedom of alienations.—(1) Right to sell or transfer the entire holding; (2) right to do so in respect of a portion of the holding with the permission of the landlord; (3) right of mortgaging the whole or a portion of the holding or the right to sublet or subdivide the holding except for temporary purposes was denied.

Fixity of rent.—Right to not less than one-third of the net produce and right to use the land to the best advantage for the purpose of cultivation.

RIGHTS OF THE LANDLORDS.

The landlord had the following rights :—

(1) Right to sell, for the best obtainable price, the cultivator's right over the land.

(2) Right to reserve as rent a share not exceeding two-thirds of the net produce of the holding.

(3) Right of pre-emption of the actual cultivator's interest in the holding.

(4) A reasonable veto on the exercise of the tenant's right of sale.

(5) A right of veto on the sale of a portion of the holding or a right of ouster in the case of mortgage, sub-letting or subdivision.

(6) Right to recover the land for utilizing it for other purposes than agriculture or for improving the property.

(7) Right to recover rent as a first charge on the actual cultivator's interest in the holding.

(8) Right to let the land for temporary purposes.

(9) Right to eject the tenant for wilful waste.

Mr. Logan did not, however, suggest any effective measures to secure to the cultivator his customary share of the produce as rent. He left the question of rent to be settled between the parties and it was open to the cultivator to move the authorities concerned if he was aggrieved by the settlement.

Mr. Logan is now well known for his theory as to the origin of janmam and kanam rights than for these proposals. He considered that the janmi was not the absolute proprietor of the land. He, the kanamdar, and the cultivator had each a customary share in the produce of the land. He had no other right over the land.

6. *Opinions on Mr. Logan's propsals.*—This report was referred to the several officers whose remarks are noted below :—

Mr. Wigram.—He says that "the agrarian discontent still exists." The tenants pay "extreme rack-rent aggravated in some cases by exorbitant fines." The remedies suggested by him are one uniform system for valuing the compensation for improvements should be adopted. The elimination of the kanamdar will be to revolutionize the agrarian situation. The position of the kanamdar and those holding directly under the janmi should be made secure. Janmi to be responsible for the payment of revenue. Every householder should be given a statutory lease for the kudiyiruppus. There should be a perfect freedom of sale. The Settlement Department should determine the net produce of each holding.

Mr. Macgregor.—He referred to the extreme rack-renting and excessive renewal fees and the insufficiency of compensation awarded for improvements. He considered that the tenant should be given full value of the improvements.

Sir Hutchins.—He has remarked: "It seems that the great body of cultivators are rack-rented." He supported the recommendation of Mr. Logan in respect of the full compensation being paid for improvements and in respect of kudiyiruppus. He considered that the work of fixing the fair rent should not be entrusted to the civil courts and that this work should be done, by the Settlement Officer, with an appeal to the temporary Land Tribunal.

Mr. Huddleston.—In his opinion, "uncertainty of tenure with its concomitants of rack-renting and reckless evictions constitute the disease." He suggested that the existing occupiers, kudiyans and kanakkars of all classes, without reference to the extent of their holdings, should be recognized and that the proposed purchase of the occupancy right should be discarded.

Mr. Ballard.—He was not for the grant of occupancy rights as proposed by Mr. Logan. He suggested the regulation of leases of small holdings subject to payment of fair rent, length of the lease, etc., and payment of compensation. He considered that five years for grain lands and twelve years for gardens should be the statutory period of occupation. Either party should have the right to declaim renewal of the lease at the expiration of the lease period.

Mr. Kunhiraman Nair.—His main proposals were (1) "Tenants, holding directly under the janmis on otti, kanam and kuzhikanam tenures of parambas or garden lands of small extent (say, two or three acres) originally waste, and subsequently reclaimed by themselves, without the assistance of the janmi, should, when a suit for ejectment is brought against them on any other ground than wilful default to pay rent for three years after notice in writing, have the option of continuing in possession of their homestead on their agreeing to pay the janmi in such instalments as may be determined by the court with due regard to their (tenants') circumstances, the janmam value of the land to be ascertained by the court. The janmi may be allowed interest at 5 per cent per annum on the unpaid portion of the janmam value till payment."

(2) The existing kanamdars and pattamdars of devaswams in Malabar, whose original entry into possession took place at a period anterior to the paimash of Mr. Graeme in 1820–1825, should be protected from arbitrary ejectment so long as they pay regularly rent and customary dues payable to devaswams, who should, in their turn, have the right to enhance rents at the end of every twelve years, to levy the customary fees, etc., and also to eject such of the tenants as make wilful default in the payment of rent for three years at a time after express demand.

Sir Sankaran Nair.—He was for restoring the old kanakkars and verumpattamdars to the position which they had occupied previously and for protecting them from eviction. He has said that the kanamdars and the verumpattam holders under the Rajahs were entitled to a definite share in the produce of the land and therefore, of course, to a permanent right of occupancy.

Mr. K. Krishna Menon.—He objected to Mr. Logan's proposals. He was not for giving permanency of tenure to verumpattamdars. A verumpattam tenant, according to him, does not now expect his tenancy to be permanent any more than he expects to become the ruler of Malabar. He has referred to an adage in Malayalam to the effect that no one can expect to be safe on the threshold and on verumpattam land. His remedy is the restoration of the permanent right to the kanam tenure which it possessed before the commencement of the British rule.

7. *Raja Sir Madhava Rao's Commission.*—In view of the complicated nature of the subject, the Government appointed a Special Commission, with Rajah Sir T. Madhava Rao as President, for considering the whole question. Their view was that the right of the janmi was originally nothing more than a right in the produce and that the kanamdar or the verumpattamdar were settled occupants of the land and could not be turned out so long as they acted up to the unwritten law of custom by paying rent or renewal fees. They had as much right to a customary share in the produce as the janmi had to his. With the increase in the price of the produce of land, the janmi was not slow in availing himself of the law which placed no restriction on his power of eviction and no limit to the rent and renewal fee as he might demand. Their main proposal was to confer occupancy rights on the following classes of tenants: (1) A tenant who had held the same land on any tenure or tenures not inferior to verumpattam continuously for not less than thirty years. (2) A tenant who had held the same land on any such tenure for not less than fifteen years provided that the land was reclaimed within thirty years and that it was not made resumable by the express terms of the contract. (3) The customary tenant holding land which had been held on customary tenure continuously for not more than thirty years. (4) A tenant who may hereafter acquire the right of an occupancy ryot.

The occupancy ryots could be disturbed only for specified reasons, such as, wilful denial of the janmi's title, grave insult to the janmi or persistent refusal to pay rent. Renewal fees were limited to one year's net produce. Non-occupancy tenancies were for a term of not less than ten years. Rents were limited to specified proportions of the net produce, the proportions varying in the case of occupancy tenants and sub-tenants.

The Commission have also laid down principles for working out the value of the improvements to be paid to the tenant and for the grant of waste lands on cowle to landless people for cultivation and also for constructing dwelling houses. In the draft Bill prepared by them, they have described what constitute the improvements and how the value should be estimated in each case. Similarly, rules for the grant of cowles have been embodied in the draft Bill. The effect of the changes proposed by them is summed up in paragraphs 57 to 61 of their report. The proposals have limited the janmi's right of ouster; but he has been protected from objectionable tenants. The rent and renewal fees which the janmi can claim have been limited. The janmi obtains largely increased facilities for recovering the rent and renewal fees. The occupancy tenant practically gets permanence of tenure defeasible only by misconduct. His power of alienation has been restricted. The non-occupancy tenant then in possession may continue in possession as tenant from year to year if his janmi consented, or he may obtain a ten years' lease. The non-occupancy tenant may sell his holding, but he cannot, under any circumstances, mortgage or sub-let it.

In the meanwhile, Mr. Logan submitted alternative proposals for the protection of the actual cultivator. His proposal was to confer occupancy rights on all occupants of land permanently brought under cultivation, irrespective of the length of their occupation and that such rights should be attached to and pass with such lands. The settled cultivator was to be secured in his holding, while the temporary cultivator was to be governed by the terms of his contract.

8. *The opinion of the High Court.*—The draft Bill prepared by the Commission was referred by the Government to the High Court for opinion. Sir Charles Turner, the Chief Justice, criticised Mr. Logan's views. He defended the views already taken by the Civil Courts. His report is an elaborate review on the incidents of the kanam tenure. His suggestions for the legislation are contained in paragraphs 4, 5, 6 and 7 of the report in Chapter VII. They are "(1) an actual cultivator who holds whether in kanam or on simple lease a certain area of paddy or grain land or a certain area of garden land should be dealt with as a cultivator; a kanamdar who holds lands in excess of the specified areas should be dealt with as a tenure-holder; (2) the tenure-holders and persons who do not actually engage in cultivation should be left unaffected by legislation; (3) the cultivator, whether a holder on kanam or on simple lease should obtain a right of occupancy in respect of any land held by him for fifteen years, and a person should be deemed to be a cultivator although by sickness or old age he might be unable to take part in the cultivation, if it was carreid on, on his behalf; and (4) the holding with the right of occupancy if acquired should be heritable and transferable at the will of the cultivator, provided that if by inheritance or transfer the holding or any part of it came to the hands of a person, who was not an actual cultivator, or who held other lands from the same landlord of which the area with the lands so acquired exceeded the area specified as the maximum to which a right would attach under the Act, the right of occupancy should cease."

9. *The Hon'ble Master's Committee.*—Since the views of the High Court were divergent from those of the previous Commission, the Government appointed a Committee presided over by the Hon'ble Mr. Master (one of the Members of Council) to review the whole question in the light of the previous reports in the matter.

The discussions of the Committee centred round two important issues. First, regarding the question of compensation payable for tenants' improvements on eviction and, second, the more general question of creating, on behalf of the tenant, an occupancy right in the soil, or otherwise imposing a direct check on the power of eviction. The Committee were practically unanimous in holding that a resort to legislation was necessary immediately in order to secure to the tenants on eviction the full value of their improvements. Accordingly they prepared a draft Bill for this purpose and submitted to Government, which was subsequently passed into law as Madras Act I of 1887. On the second issue, namely, legislation in restraint of eviction, there was difference of opinion among the members of the Committee. Some considered that the Act for compensation for improvements would prove a sufficient protection to the tenants, while others were in favour of the

adoption of much stronger measures including the creation of an occupancy right. Some of the members of the Committee considered that the ruling of the Sadr Court in 1852 that the kanam was redeemable mortgage for twelve years had revolutionized the customary law of Malabar and that it was therefore equitable to restore the tenant to his former position. This view was embodied in a draft Bill appended as Appendix A to the report. But the consideration of that Bill was not taken up by the Committee since the same question was included in another draft Bill appended as Appendix B to the report. One section of the Committee considered, that irrespective of the historical ground, there was still sufficient reason to give the tenant some stability of tenure. It was, therefore, proposed to confer an occupancy right on long-standing tenants and kanamdars. With this object, the draft Bill, Appendix B, was framed. It provided that the renewal fees should be fixed either by express agreement between the parties or in accordance with the custom, but it should never exceed 20 per cent of the kanam amount or one year's net produce less the land revenue. The rent should be fixed by agreement between the parties or by reference to a Court to decide what the customary rent was. Every tenant who had held the same land for sixty years or who having held the same land for thirty years, was presumed in the absence of proof to the contrary, to have held for sixty years, should subject to the payment of rent and renewal fees and the appropriate use of the land, have an indefeasible right to the renewal of his tenure at the end of his contract or every twelve years. But the opinion on this Bill was equally divided among the members of the Committee. The Bill was therefore not carried.

Some of the members considered that eviction could be checked not by the creation of an occupancy right but by giving to the courts an option to refuse to grant a decree for eviction, if they should come to the conclusion that it would be harsh and unfair to evict. But this proposal which was embodied in the draft Bill in Appendix C to the report was rejected by the majority of the Committee. Another draft Bill embodied in Appendix D was prepared with provisions regarding notice prior to eviction, payment of rent into court, grant of small allotments of land for cultivation, etc. These provisions were intended to restrain the indiscriminate exercise of eviction. and for making land available for small tenants. After discussion of the various proposals the Committee recommended that no further legislation was necessary beyond the Bill for compensation for tenants' improvements, and the draft Bill in Appendix D. The Government did not accept the Bill in Appendix D but only the Bill for Compensation for Improvements was passed into law as Act I of 1887.

10. *Compensation for Improvements Act.*—A few years after the Act was passed, the Government considered, on a report from the Collector that the protection afforded by Tenants' Improvements Act was not adequate. The Board and the High Court were consulted and the Government came to the conclusion that further legislation would perhaps be necessary. Accordingly, a report from the Collector was called for at the end of 1893. With reference to this order, the Collector submitted a report in which

he said that the Act did not give sufficient security to the tenants and that it had not checked evictions which were on the increase or the practice of giving melcharths. He suggested legislation prohibiting melcharths, and amending certain provisions of the Act. The Government agreed with this view and came to the conclusion that legislation should be undertaken to amend certain provisions of the Act, to fix maximum rates of fees at renewals and to prevent the landlords from throwing the whole of the new assessment after settlement on the tenants. They considered that the last two questions should be dealt with in a separate Tenancy Bill. At this juncture, the Government of India also desired that the local Government should take early action on the question of Tenancy Bill for Malabar. Sir Charles Benson who was put on special duty, prepared a draft Bill re-enacting Act I of 1887. Mr. Ross who was put on special duty to prepare a Tenancy Bill for Malabar, prepared a draft Bill. The Government considered it desirable that a consolidated Tenancy Bill embodying the provisions of the compensation for Improvements Act was desirable, and Mr. Ross was entrusted with the work of consolidating both the Bills. But on the death of Mr. Ross, no further action was taken in respect of the Tenancy Bill prepared by him. In 1898, Government decided on proceeding further with the amendment of Act I of 1887 and on dropping temporarily the idea of a Comprehensive Tenancy Law. Accordingly the amended Act of the Compensation for Improvements Act was passed as Act I of 1900. In 1899, Mr. Dance, the then Collector of Malabar, drafted Malabar Melcharths Bill with a view to prevent melcharths; but this Bill was not accepted by the Government.

11. *Need for comprehensive tenancy law.*—This question relating to the Compensation for Improvements Act was being reviewed from time to time. In 1911, the Government reviewed on the working of the Compensation for Tenants Improvements Act of 1900. This led to the re-opening of the question of enacting a comprehensive tenancy law for Malabar. The High Court's view was that the Compensation Act I of 1900 was working satisfactorily and that there was no need for fresh legislation in regard to compensation. Sir Sankaran Nair considered that the only legislation that he was prepared to recommend was that no person should be turned out of his homestead by his landlord except where that was absolutely necessary for the landlord for the cultivation or enjoyment of his other land. Mr. Justice Sundara Ayyar was in favour of legislation in respect of land held by ancient janmis and temples holding lands. Sir William Philips was not for making invidious distinction between the old janmis and the temples and those of the other landlords. Sir Charles Innes, Collector of Malabar, stated that Act I of 1900 was only a qualified success and considered that a comprehensive Tenancy Bill was necessary. The Board of Revenue, however, was not prepared to recommend legislation without further enquiry. So Mr. Innes was asked to report in 1913 whether legislation was practicable or desirable, and if so, to indicate the lines on which the legislation should be undertaken. On this, Sir Charles Innes submitted his comprehensive note in 1915.

Note by Sir Charles Innes.—He considered that the Tenants' Improvements Act was merely a partial and ineffective solution of the tenancy problem in Malabar and that it had done nothing for the tenant of the wet lands. He declared it as his settled conviction that the position of the tenant in Malabar was in many respects deplorable. He held that there was a case for legislation on the following grounds :—

(1) The prevalence of rack-renting and arbitrary and capricious evictions.

(2) Inadequacy of the compensation paid for the improvements.

(3) Insecurity of tenure.

(4) Levy of exorbitant renewal fees.

(5) The social tyranny and miscellaneous exactions of the janmis.

(6) The ownership of the land being in the monopoly of a small landed aristocracy who do not cultivate and who rarely contribute to the improvements of the lands.

His proposal was to confer occupancy rights on ryots who had cultivated their land continuously for a period of 15 years. Though he was not in favour of intermediaries, he was for including in the legislation certain classes of permanent leases and kanams which had been continuously held for 40 years. In any comprehensive tenancy legislation, he held that the middleman should be included in it for the sake of completeness. He suggested various degrees of protection for the cultivating and non-cultivating tenants. While submitting, Sir Charles Innes' note to the Government, the Board recommended the appointment of a strong commission for a public enquiry, or the deputation of a Special Officer for private enquiry. Mr. Evans who succeeded Sir Charles Innes as the Collector, was not in favour of any legislation for the reasons that there were neither political nor economic reasons for it. On this report, the question of tenancy legislation was dropped.

12. *Sir M. Krishnan Nair's Bills.*—After the formation of the Reformed Legislative Council, Sir Krishnan Nair prepared a draft Tenancy Bill and submitted a copy to Government. In June 1922, he submitted to Government a copy of a Tenancy Bill conferring permanent occupancy rights on kanamdars of 25 years standing. This Bill, however, was not introduced in the Council. In 1924, he introduced in the Council a revised Bill. This Bill conferred occupancy right on all kanam tenures irrespective of the period of their possession and on actual cultivators of the soil who were in possession for six years or more. It prohibited the grant of melcharths. Provisions for fixing the rent and renewal fees were also made. The Select Committee which considered the Bill altered it considerably. As modified, it conferred permanent rights on all kanamdars, except non-cultivating kanamdars whose rights originated in malakanams, and on all kuzhikanam tenants and cultivating verumpattamdar tenants. Renewal fees were disallowed. The Bill was finally passed by the Legislative Council in September 1926, with modifications on two questions, viz., (1) in regard to the non-cultivating kanamdars and kuzhikanamdars, the

permanent right of tenure was limited to those whose leases were made in or before 1853, and had since been periodically renewed, and (2) provisions regarding the renewal fees were restored. His Excellency the Governor, however, withheld assent on the ground that the Bill contained ambiguous and other defects of form which would increase litigation and render the Bill unworkable in practice and that it proposed to take away legal rights without adequate compensation. While withholding his assent, His Excellency the Governor expressed his proposal to have the whole question re-examined. As a result of this decision, Mr. Diwan Bahadur Raghavayya Committee was constituted. As a result of their labours, the present Act was passed.

13. *The present Act (Tenancy Act of 1930).*—The main features of the present Act are as follows :—

(1) The Act excludes leases which are not purely of an agricultural nature such as those granted for felling timber or for tea or coffee or cinchona estates, those which are for fugitive cultivation or for pepper cultivation exclusively or which are for plantations and those for buildings owned by the landlord with the lands appurtenant thereto.

(2) Qualified fixity of tenure is conferred on *all* cultivating verumpattamdars. But under the definition of verumpattamdar, such fixity is confined *only* to holdings which include at least some small extent of wet land. Thus dry or garden lands exclusively or dry and gardens do not get this benefit. This right is subject to regular payment of " fair rent " and also an advance of one year's rent or furnishing of security therefor, if demanded by the landlord.

(3) Cultivating verumpattamdars shall not be bound to pay to the landlord anything more than the " fair rent." Principles for fixing the fair rent for different classes of lands have been laid down. In the case of wet lands, it is two-thirds of the *net* produce on the land. For gardens, it is based on gross produce. Different rates are specified for trees planted by the landlord and those planted by the tenant.

The fair rent on each holding may be determined by the parties themselves, or either of them may apply to the civil court for this purpose.

(4) All customary verumpattamdars, kanamdars and kuzhikanamdars, have, after the expiry of the period of tenure, the option to have a renewal of their tenures on payment of the prescribed renewal fee. The scale of renewal fees has been fixed in the Act with reference to the income from the land. The renewal may be arranged by the parties themselves; or the kanamdar and others of his category *may* apply to the civil court for such renewal.

It is to be noted that no time limit has been fixed for the application for renewal by kanamdar, etc. The janmi has no right to move the Court by a similar application when the kanamdar does not choose to renew the tenure on the first occasion after the passing of the Act. He can however file a suit for eviction on this ground. But the janmi gets a right to sue him for renewal fees *only* after the tenure is *once* at least renewed.

(5) The Act has prescribed the procedure for applying to the Court for the renewal of the kanam, etc., tenures.

(6) On such renewals by the Court, the customary verumpattamdars or the kanamdars, or the kuzhikanamdars are entitled to hold on the land for another 12 years under the terms of the expiring transactions. In the case of cultivating kuzhikanamdars, they are liable to pay " fair rent " fixed by the court.

(7) The Act has specified the grounds under which the kanamdars, etc., or the cultivating verumpattamdars can be evicted. The main grounds are : (i) failure to pay rent by the cultivating verumpattamdar or to pay the advance of rent or furnish security for such rent when demanded; (ii) wilful waste, denial of title of the landlord and when the land is required for the bona fide cultivation of the landlord. In the case of kanamdars, etc., failure to pay annual rent is not one of the grounds for eviction; but failure to apply for renewal is a ground. These provisions apply only to what may be termed as " Real kanams." Cases where the kanam amount is more than 49 per cent in South Malabar and more than 60 per cent in North Malabar are excluded from the scope of the Act.

(8) A cultivating kanamdar or a cultivating customary verumpattamdar who gives up his rights as such tenure holder, may continue to hold on the land as an ordinary cultivating verumpattamdar.

(9) If an intermediary who has granted a renewal to his immediate tenant does not himself choose to get a renewal of his tenure from his immediate landlord, the tenant who got renewal from such defaulting intermediary will be unaffected by the default. He will be deemed to have contracted with the immediate landlord of his landlord. Thus the tenant who gets a renewal of his tenure is protected, even though his immediate landlord does not choose to do so.

(10) The holder of a decree for evicting a kuzhikanamdar from the holding has the right to apply for the sale of holding. This is a great relief to the decree-holders who may be unable to pay the value of the improvements effected by the tenants.

(11) Miscellaneous provisions, such as, the nature of the tenant's rights (they are heritable and alienable; the tenants may also surrender their holdings), the facilities for easy realization of the arrears of rent and renewal fees, by making them a first charge on the interests of the defaulters in the land subject to the Government and other statutory charges.

14. *The report of the present committee.*—The present committee have dealt with the following main points :—

(1) Origin and nature of the janmam, kanam and other important tenures.

(2) The economic condition of the agriculturist in Malabar.

(3) Qualified fixity of tenure to be extended to all classes of tenants—even to holdings containing dry or garden lands exclusively.

The fixity thus conferred should be made more comprehensive.

(4) *Rents.*—Machinery for determining the fair rent for all lands has been suggested. A few slight modifications in the existing rates of rent have been proposed. Renewal fees to be reduced and collected in annual instalments.

(5) Question of the elimination of intermediaries.

(6) Suggestions for amending some of the provisions in compensation for Improvements Act.

(7) Kudiyiruppus.

(8) Proposals for the better utilization of forests and waste lands and for the construction and maintenance of irrigation sources by the Government.

(9) Proposals for extending the Act to Gudalur and Kasaragod taluk.

(10) A few miscellaneous matters about weights and measures, rates of interest to be charged and the levy of feudal levies.

CHAPTER III.—ORIGIN AND NATURE OF THE TENURES.

1. This chapter deals with two main questions—(1) The origin and nature of janmam and kanam rights (paragraphs 24 to 41), and (2) the main incidents of the various tenures now existing, as recognized by law at present (paragraph 42).

Opinion of the Committee on item (1).

2. In regard to (1), the opinion of the majority of the Committee is summed up in paragraph 41 as follows: "There is no evidence to show that the janmi was the absolute owner of the soil and the kanamdar was a mere tenant-at-will. As the kanamdar was the occupier, he must have been the original owner." In considering this question, the Committee have referred to the four important sources noted below.

Four sources of information.

(1) *Manu.*—He has laid down in C. 9, Sl. 44, that the property in the land vests in the person who first reclaims it and cultivates it.

(2) *Indigenous old writings.*—There are only a few such writings dealing with the ancient land tenures. They are not useful in coming to any decision.

(3) *The reports of the early foreign writers on this question.*—They are of—

(1) Jocobus Canter Vischer, a Dutch traveller who was in Cochin from 1717–1723.
(2) Mr. Farmer (1793).
(3) Dr. Buchannan.
(4) Mr. Warden.
(5) Mr. Richards.
(6) Mr. Thackray.
(7) Major Walker.
(8) Sir Thomas Munroe.

(9) The report of the Board of Revenue.
(10) Mr. Greame.
(11) The proceedings of the Sadr., dated 5th August 1856.

(4) *Mr. Logan's theory.*—After a close examination of several old ocuments, Mr. Logan came to the conclusion that the word 'janm' (janmam) connoted only a dignity or stanam, family and hereditary rights and titles and it had nothing to do with the proprietary interest in land. Only from the beginning of the 17th century, the term came to be associated as a tenure of land. The several classes of people, janmis, kanamdars and the actual cultivators were each entitled to a definite share in the produce.

Source (1) examined.

3. In regard to the first source, I submit that there seems to be no sufficient material for the premises on which the final conclusion based nor does it appear that the conclusion is justified from the premises. The text from the Manu relied on is this: "Sages who knew former times . . . pronounce cultivated land to be the property of him who cut away the wood or who cleared and tilled it and the antelope of the first hunter who mortally wounded it." One solitary text from one of the several ancient books does not at all appear to be sufficient for the decision of an important question affecting the rights of several lakhs of people. It is not also known under what circumstances, and with what limitations, if any, the principle was laid down.

4. Both the parties—janmis and kanamdars—are agreed that occupation was the origin of the property. But there is dispute as to who the original occupier was. Each party claims to have been the first occupier of the land. Against the janmi, it is contended that it was not possible for the ancient janmis to have reclaimed the vast stretches of land situated in different places of the district. Most of the lands belong to the ancient rajahs, devasthanams, stanams and Nambudri Brahmans. Both by birth and temperament, these janmis could not have attended to the cultivation of the extensive lands owned by them. The representatives of the janmis did not claim before the present Committee that their original ancestors had reclaimed the lands and brought them under effective cultivation. On behalf of the kanamdars, it was represented that they were responsible for the original reclamation and cultivation of the lands from the beginning. There is no clear evidence to show that these kanamdars were let in possession of the lands by the janmis. On these grounds, they claim to have been the owners of the land.

5. In support of the kanamdars, it is also contended that they were all along enjoying substantial rights in the property. The kanam tenure was considered irredeemable so long as the customary dues were paid to the janmi till 1856 when the civil court held it to be otherwise. In the old kanam deeds, there was no stipulation of redemption, nor was any period of tenure mentioned. High values were set on the kanam tenure, as would be evidence from several Malayalam proverbs. It cannot be regarded as a mere mortgage or lease, since the amount advanced is comparatively small and cannot be considered as the loan (for mortgage) or the security (for lease). The kanam amount was regarded only as

a token of fealty, due to janmi for some particular dignities attached to him. The janmi's status was measured by the number and the nature of the kanamdars under him.

6. The reference to the substantial nature of the rights of the kanamdars is not relevant for the present purpose. The main question for consideration is whether these ancient kanamdars took up the cultivation of the lands under their own right or under some others. The Committee consider that there is no evidence to show that they were let into possession of the lands by the janmis. At the same time, it is not clear whether there is evidence that they were in such enjoyment in their own rights and without reference to the janmis. It will be relevant to know whether they were not paying the rent to others. In the "Fifth Report," it is said that the janmis have enjoyed a landlord's rent. Even as early as 1793, Mr. Farmer has reported that the kanamdar was paying the rent to the janmi. The Committee concede the payment of a portion of the produce to the janmi; but the payment is said to have been for the rights of "overlordship." Thus it seems that the grounds urged are not sufficient to establish this theory.

SOURCE (2) EXAMINED.

7. The second source of information referred to, viz., indigenous books, is not helpful either for or against the view of the Committee.

SOURCE (3) EXAMINED.

8. The third source, viz., the reports of the early British writers, do not at all support the conclusion of the majority view. Their clear finding is that the janmi has been regarded, from the beginning, as the absolute owner of the land and that the kanamdar is only a tenure holder with subordinate interests. This will be discussed further after referring to the fourth source.

SOURCE (4) EXAMINED—LOGAN'S THEORY.

9. In regard to the fourth source, I shall briefly refer to the theory of Mr. Logan and the views of others on it. According to Mr. Logan, nobody, in olden times, enjoyed absolute proprietary rights over the land. The society was then organized like a well ordered household into several guilds or corporate bodies, each of which had to attend to certain specified functions in the body politic. In return for services rendered, each had a share in the produce of the land. There were then three classes of people connected with the land, viz., the janmi, kanamdar and cultivator. The janmi held only an office or stanam. The kanamdars were the Nayars or the hereditary protectors of the Nad or country. According to the customary law, the produce of the land was divided equally among these three classes. The janmi had no better claims than the kanamdars or the cultivators. The kanamdars, who were regarded as the protectors of the Nad, were also entrusted with the collection of 'pattam' (rent) from the actual cultivators. The pattam which was collected was paid to the king (kon) and to the pati (overlord) in equal shares. The pati's share was divided originally among the families, i.e., tarwads, who had authority (or pad) in each tarwad. These people were entitled to various privileges, mainly of a social character. Later on, the share due

to the 'pati' or overlord gradually came to be enjoyed by individual members of the families. Mr. Logan is not able to explain how this gradual change was brought about. It is these people who were later on called janmis from the beginning of the 17th century. According to Mr. Logan, the term "janmi" was not in use before the 17th century, and the overlord was called "pati". With the gradual decay of the guild system, the relationship between the guild and "the overlord" became one between individuals. As all the parties had a share in the produce, their rights became related to land and each was held entitled to one-third of the produce. Thus the original guild system became developed into a system of joint proprietorship by individuals, janmi, kanamdar and the actual cultivator.

REMARKS ON MR. LOGAN'S VIEWS BY OTHERS.

10. Sir W. Robinson examined all the old documents relied on by Mr. Logan in considerable detail with reference to other important documents and official reports. For the translation of the old documents, he adopted the version of Mr. K. Kelu Nair who was "a judicial officer of great erudition on all matters connected with the history, institutions and usages of his native country." His conclusion was that the janmam in old days expressed only family and hereditary rights and titles, irrespective of ownership of land, though amongst these was included family property. In this matter alone, he agreed with Mr. Logan. But in all others, he disagreed with Mr. Logan. According to him, all land was private property and it was distributed amongst a multitude of prescriptive ryotwari landholders and proprietors of various classes and conditions from the native ruler, noble and religious institutions down to the verumpattamdar. The organization of the country for agrarian, civil, social and administrative purposes was similar to that of Tamil districts. The tenures in land were not in any way different from those prevailing in Kanara and in Tamil districts. He has criticised Mr. Logan's interpretation of the terms "Atti perai-nir," "Kanam" and the theory about the social structure of the society at that time.

11. Rajah Sir Madhava Rao's Committee agreed with Mr. Logan in considering that the term "janmam" did not signify the absolute property in the soil, and that the janmi had nothing more than a right to a share in the produce of the land. In their support, they rely on a passage in an ancient book known as "Keralolpatti." The Committee considered that there was also a community of rights in the ownership of land, the several classes holding the land jointly. The kanamdar was regarded as settled occupant of the land having as much right to his customary share of the produce as the janmi had to his. They assigned to the janmi the rights of the ruler who claimed a share in the produce.

12. When offering his remarks on Mr. Logan's report, Sir C. Sankaran Nair agreed with him in considering that the janmi was not the owner of the land in the modern sense of the term. He refers to the account in "Kerala Ulpatti" about the origin of the janmam and kanam tenures. According to this version, Parasurama granted janmam to the Nambudiris and kanam to the Nairs. This indicated that the kanam was not derived from the janmam right

and that it was as much substantial interest in the land as the janmam. What was granted to the janmi was not the land absolutely, but it was only a superior interest in it.

13. Mr. Krishna Menon, to whom also Mr. Logan's report was referred for remarks, has criticised his theory at great length with reference to the very same documents which were relied on by Mr. Logan. According to him, janmam is a Sanskrit word, which literally means "birth" or the time one's birth to last. When used in connection with land, it denotes one's absolute freehold property in land. The tenure in Europe to which it bears a close resemblance is allodium. It is a man's own land, which he posseses merely in his right, without owing any rent or service to any superior.

14. Mr. Wigram was fundamentally at variance with Mr. Logan in his theory. The title to land was by occupation and it was vested in the "taras" or village communities. With the break up of the village communities, corporate ownership passed from the larger unit of the village to the smaller unit of the family.

15. Sir Charles Turner who examined the reports of Mr. Logan and of the Commission criticised severely the views of Mr. Logan in this matter and justified fully the decision of the Civil Courts over a long period, in holding that the kanamdar was only a tenure holder under the janmi.

16. In his book on Land Tenure Systems in British India, Mr. Baden Powell has criticised the theory of Mr. Logan and has propounded a theory of his own on the origin of the janmam right. According to him, the process of the growth of the landlord's right reduces itself to an evolutionary process which is in all essentials the same as that which had taken place in other parts of India. The petty Rajahs or chieftains who had originally claimed only revenue without interfering with the proprietary title of the original occupiers assumed the roll of landlords, when their power was weakened. So long as the king and the petty chieftains were powerful, they were content with getting revenue on lands held by the cultivators who had been in undisturbed possession. When the last of the Perumals (supreme rulers) left the kingdom with no one to succeed him, several petty chieftains held the land in small estates or groups. Under them the cultivators agreed to hold lands as privileged tenants or as ordinary tenants. With the Mysore conquest, there was disruption of the petty chiefships. The chieftains clung to their lands not as rulers but as landlords receiving rent from the cultivator. Mr. Baden Powell holds that the janmi was the absolute owner of the land and that the kanamdar was only a tenure holder under him.

17. The theory of Mr. Powell has been criticised by Sir Charles Innes in the District Gazetteer as having been based on incorrect and doubtful assertions. The theory proceeds on the wrong assumption that there was a well organized system for land revenue collection during the time of the Perumals. Further there is nothing to show that the janmis based their claims on the fact that they represented the petty ruling chiefs.

18. The theory of Mr. Logan has been referred to in Mr. Moore's Malabar Law and Custom. Mr. A. Thompson went through the question in detail and he also has criticised Mr. Logan's theory. He considers that the interpretation given by Mr. Logan to important terms, such as kanam, nirattiper, pattam, etc., is not at all correct. In regard to the terms "Janmam" and "janmi", he suggested that they might have been the nearest approach in Sanskrit to the Mussalman terms "zamin" and "zamindars." Whether this suggestion may be correct or not, the incidents are however identical. The janmi has the same absolute rights over the property as the zamindar. Mr. Thompson's criticism has been generally held to be, in the main, sound.

Basis of Mr. Logan's theory.

19. Next, I shall refer to the basis on which Mr. Logan founded his theory. After examining in detail several old documents, Mr. Logan noticed some peculiar features in the sale deeds and the kanam documents, which led to his conclusion that the janmam did not imply any proprietary right over the soil. These documents indicated also what the political and social structure of the society was during those early times. The old documents relevant for the purpose are the sale deeds executed by the janmis of their rights and the old kanam documents. The sale deeds do not at all refer to the rights in the property in question. The subject matter of the sale is the social status and rights of the janmi in the body politic. Similarly the kanam deeds do not contain any provision for redemption by the janmi, thus leading to the conclusion that the tenure was of a permanent character.

20. In regard to the last point, viz., absence of the provision for redemption in the kanam deeds, Sir Charles Turner has explained that the custom was too well established and known to all concerned that it did not require any special mention in the deeds. Cases of redemption were not uncommon, though rare. Mr. Warden also was of the same opinion that the custom was too well established and that, in spite of such omission in the kanam deed, the tenure was renewed.

21. Mr. Logan's theory depends on the interpretation of some of the old words, such as, kanam, peru, attiperu, etc. According to Mr. Logan, "the history of Malabar tenures may be said with much truth to be wrapped up in the history of the following four words, namely, janmam, attiperu, kanam and pattam." But the interpretation given by Mr. Logan is not accepted by some of the best authorities on the subject. Mr. Baden Powell, in his book on Land Tenures, has remarked that the peculiar theory almost wholly depends on a peculiar interpretation of local terms giving them a meaning which, on the best authority, the language will not bear.

22. Sir Charles Turner also holds that the interpretation "is contradicted by considerable English and native authorities such as Sir William Robinson and Mr. Krishna Menon." The correct interpretation of the important terms has been the subject of careful study of the authorities referred to above, such as Sir William Robinson, Sri Krishna Menon, Mr. Baden Powell and Mr. A. Thompson. The last named officer has discussed fully about the

interpretation of the words, kanam, pattam and nirattiper. He is strongly of opinion that the term "kanam" does not mean "supervision" or "protection" and that the view that the kanamdars were "the supervisors and protectors of the various classes of people rests on nothing better than a baseless derivation." Sir William Robinson also came to the same conclusion. He has observed that the kanakkars of Malabar were not "overseers" or "protectors." Similarly the correct interpretation of attiperainir has been discussed by both these officers at length. Every one of these authorities is agreed that the interpretation of the important terms by Mr. Logan is not correct.

23. Next the theory regarding the organization of the country for agrarian, social and administrative purposes will be examined. Briefly stated, the theory is that the society was divided into "guilds" or "corporate bodies," each with specific functions to perform. The kanamdars are said to have been the "protectors" or "supervisors". But Sir W. Robinson considers that "kanam" implied property not "duty to the State". It did not mean that they were the custodians of the peace. There were no "heads of Nayar militia" for the protection of the people. Similarly Mr. Logan's view that the kanamdars were collecting and distributing public revenue or pattam is remarked "to be absolutely visionary." Mr. Logan's surmise that the janmi was the ancient "pati", overlord, who had a share in the produce is not correct. Sir Robinson's conclusion in this matter is that the "pati" never was and never could possibly have been "a body corporate of either Jews or Gentiles; nor could have been 600 or any other number of the inhabitants and proprietors of the nad." Mr. Baden Powell points out that this peculiar system of division of produce amongst several classes forming the corporate unity and with specific functions attached to each of them, does not exist in any other place of similar Dravidian races. In the Moor's Law and Custom, Mr. Thompson considers that the identification of the kanamdars with the Nayars and the Nayars with the "six hundred" referred to in Mr. Logan's report, is a mere hypothesis without any fact in support.

OPINIONS OF EARLY WRITERS ON THIS MATTER.

24. In this connection, it is relevant to refer to the opinions of other authorities who examined the old documents. Major Walker came across a large number of drafts of the deeds said to have been copied from a code called "Vyavahara" and the conclusions drawn by him are quite different. Sir Charles Turner has referred to this ancient work. He says that he could not get a copy of "Vyavahara Mala" referred to by Major Walker but he had occasion to peruse an old copy of a portion of it entitled "Vyavahara Samudram" which was shown to him by Sir C. Sankaran Nair. This authority, it is said, lent support to the decisions of the Civil Courts on those points attacked by Mr. Logan. Mr. Warden was another officer who examined several old documents. He was long in Malabar and had considerable experience on these matters. After referring to the old deeds of such tenures in Tanjore, Kanara and Malabar districts, he found striking resemblance in the wording of the deeds dealing with proprietary rights. Copies of such deeds are extracted in his report. The collection of deeds which are found in Mr. Ellis' Mirasi papers also show that right of property existed in Malabar from a very early period.

25. The investigation by Sir Thomas Munroe supported the views expressed by the previous authorities. He pointed out that private individual ownership of land had characterised its distribution from time immemorial. In a Bombay case, their Lordships of the High Court have held that the "Muli, the Mirasi, the Kaniatchi, the Swastium and the Janmakari tenures were merely so many various names for the ancient hereditary proprietary right of the ryot in the soil." In these circumstances, it is difficult to support the theory of Mr. Logan.

THE OPINION OF THE PRESENT COMMITTEE.

26. The opinion of the majority of the Committee is mainly based on the theory of Mr. Logan and on the text of Manu, (Source 1). The evidence in support of this theory is the interpretation given by him to some words and phrases, which, according to Mr. Baden Powell, "are capable of an entirely different interpretation". In an important question affecting the rights of several people, it does not appear to be safe to rely on such very old documents which are capable of different interpretations and especially in view of the positive evidence afforded by the writings of the early enquirers.

It is contended that these early British writers were influenced by the theories prevalent in Western countries about the rights of property. It is also said that the object of the early inquires was directed more to fix the suitable land revenue than to investigate into the system of tenures. But this is not correct. These inquirers devoted their attention to the aspect of land tenure also. Mr. Ellis' papers on Mirasi rights show that this subject also received equal attention. Sir Thomas Munroe who was familiar with the system of land tenures in other districts, was one of the early inquirers. His report is entitled to considerable weight. In these circumstances, I have to submit that I am unable to agree with the opinion of the majority of the Committee. As pointed out by the Committee, this discussion now has only an antiquarian interest.

SOURCE (3)—REPORTS OF EARLY WRITERS.

27. I submit below brief extracts from the reports of the early writers on this matter.

Jacob Canter Visscher (Dutch Traveller—1743).

In Letter No. 10, he refers to the absolute right of the janmi in the land and to the redeemability of kanam.

Voucher No. 39—Mr. Farmer's Report on the nature of the ancient Malabar Tenures, dated 25th February 1793.

"The possessors of land were said to be of two descriptions—

First.—Jelm-Kaars or Free-holders who hold their lands either by purchase or by hereditary descent.

Second.—Kanoom-kaars or Mortgagees, to whom an actual delivery of the land appeared to be made, although the money taken up on it was not at all proportioned to the value of the land."

Dr. Buchanan's Journal, dated December 1800.

"In fact, it is well-known that before the conquest by Hyder, they (Nambudiris) were the actual lords of the whole soil, except some small parts, appropriated to the support of religious ceremonies, and called Devastanah, and other portions called Cherical, which were appropriated for supporting the families of the Rajas. All the remainder, forming by far the greater part, was the janm or property of the Nambudiri Brahmins; and this right was and by them is, still considered as unalienable; nor will they allow that any other person can with propriety be called a jenmcar or proprietor of land.

"By far the greater part of the arable lands, however, had been long mortgaged or granted on Canum. . . The person who advanced money and who was called Canumcar, took upon himself the management of the estate. . . The proprietor always reserved a right of reassuming the estate whenever he pleased by paying up the sum originally advanced, and no allowance was made for improvements."

Mr. Warden's report, dated 19*th March* 1801.

"The Namburis are the principal original landlords of the country. . . The Malabar term for a landlord is Jenmkar. The common tenure upon which the ryot holds his ground of the jenmkar is upon what is called kanam; this is a species of tenure greatly resembling a mortgage, but the land is always redeemable upon the jenmkar repaying the money which he originally received from the kanamkar or lender in pledge of his ground. This redemption has been seldom known to occur." In his reports in 1815, he has compared the jenmkar to the mirasidar of other districts and the vargar of Kanara.

Major Walker's report.

"The jenmakaran possesses the entire right to the soil and no earthly authority can with justice deprive him of it. But his right is confined to the property and he possesses neither judicial nor political authority."

Extract from general report of the Board of Revenue, dated 31*st January* 1803.

"Jenmum is proprietary right."

"Kanumpatum, or tenure by mortgage. Here a sum of money is given by the mortgagee for the occupancy of the land made over by the mortgagor."

Mr. Thackeray's report, dated 4th August 1807.

"Almost the whole of the land in Malabar, cultivated and uncultivated, is private property, and held by jenmum right, which conveys full absolute property in the soil."

"The jenmum right conveys full absolute property in the land, is not liable to become extinct by laches or desertion."

Extract from fifth report, Volume II.

"In Malabar, where private property has also existed from the most ancient times, it is distinguished by the word, junmum signifying birthright."

"According to the tenure or kanum patum, the proprietor receives from the tenant, in addition to his rent, an advance of money which may be considered either as a loan or as a security for the due payment of the rent."

Mr. Warden's report, dated 12*th September* 1815.

"Kanumkar is a mortgagee, or one who has land pledged to him in security for the interest of money advanced to the jenmkar."

"It was a prerogative (and is still claimed) inherent in the jenm right, that the kaanumkar should renew his kaanum deed after the lapse of a certain number of years."

"The peculiarity of the kaanum tenure constitutes in my opinion the sole cause of the difference between the state of property in Tanjore and Malabar."

Sir Thomas Munroe's report, dated 4th July 1817.

"The rights of the head of the desim, whether Desway or Jelmiwar, were held in such veneration, that it was regarded as disgraceful to sell them. These rights, together with the landed property of the village, were originally obtained from the Nambudiri Brahmins, who were the ancient proprietors of the whole country."

Minute of the Board of Revenue, dated 5th January 1818.

"In the Province of Malabar, the exclusive right of the ryot to the hereditary possession and usufruct of the soil is known by the term jenm, or birthright."

"Nothing, therefore, could be more complete than the property in the soil vested in the jenmkars. . . The jenmkars possessed a property in the soil more absolute than even that of the landlord in Europe."

"Kanam is a peculiar kind of perpetually redeemable mortgage."

Sir C. A. Turner (1856).

"It appears to me impossible to resist the conclusion that whatever the right of the title, the janmis were and for centuries before British rule, had been the owners of the soil in full proprietary rights."

28. For nearly 150 years at least, the janmis have been regarded as the absolute owners of the soil. Even in 1807, Mr. Thackeray wrote "at all events, whether the rights existed or not, it would be now impolitic and unjust to call it in question." This observation should apply with much greater force now, after over a century. In any case, the rights of the janmis and the tenure holders have been laid down in the Statute book.

GENERAL REMARKS ABOUT THE JANMAM AND KANAM.

29. After the discussion of the origin of the janmam and kanam tenures, a few remarks about the present condition of these tenures are necessary for the proper understanding of the problem. The term "janmi" is generally associated with a rich landlord and the kanamdar is regarded only as a holder of a subordinate interest as a mortgagee or lessee. While it is true that there are about 100 janmis who hold very large estates, there are several thousands owning very small extents of land. The number of voters for the Landholders' Constituency in the Malabar was only between 200 and 250 (about 223) during the time when Mr. Raghavayya's Committee were investigating the tenancy problem. The latest statement showing the classification of the pattadars according to the assessment paid by them is appended. It shows that the percentage of small and poor janmis is considerable. Similarly the view that kanamdars are not well off is not wholly correct. There are several kanamdars who hold very large extents under kanam tenure and also kanamdars with small extents under them. Among the kanamdars, there are several who do not themselves cultivate the land, but who sublet to others. The kanam has now become a mode of investment of their surplus income by the middle class people. So it is steadily increasing in value. Further these two classes are not exclusive. Persons hold janmam lands and lands on kanam. This is a very common feature.

KANAMS IN NORTH MALABAR AND SOUTH MALABAR.

30. In regard to kanam, the incidents are not similar in North and South Malabar. The main points of difference are noted below in the wodrs of a North Malabar representative in the legislature in 1929, during the debates in the Council on the Bill which led to the present Act. The description then given is true even for the present.

"What is called kanam in South Malabar is a tenure, but kanam as a tenure is unknown in North Malabar. Kanam in North Malabar is nothing but mortgage. In South Malabar, generally the tenants approach the janmis for renewal or for lease of a kanam, but in North Malabar the janmi when he is in need of money goes in search of a moneyd man to borrow money on the security of his property. This mortgage is called kanam there. He goes whenever he is in need of money. He takes the records relating to his property and requests the moneyd man to give him money on the security of the land. Generally it is the big janmi that takes the property on kanam and it is the middle-class janmi of North Malabar that gives it on kanam. Generally in such cases money is given for a fixed rate of interest, the usual rate being 5 per cent. In South Malabar the kanamdar is a tenant, but in North Malabar the kanamdar is a mere mortgagee. In South Malabar the janmi considers it an honour to have a number of kanam tenants under him, but in North Malabar, to say that a janmi has leased out his property on kanam is considered to be a degradation . . . Generally the property on the security of which the janmi received money will be given possession of to kanamdar and the rent of the land will be adjusted to cover the interest of the money advanced. Very often the janmi himself agrees to be the tenant under his kanaree. That is when a property is given on kanam and when the janmi finds that the income from the land is higher than the interest on the money he received, he takes the land back on lease as a tenant under the kanamdar on condition that he will pay interest on kanam in cash. No janmi in South Malabar will agree to be a tenant under a kanamdar. In South Malabar kanam demises are always for a period of twelve years. It is one of the incidents of kanams of South Malabar. In North Malabar kanams are given for five or six or twelve or thirty-six years. In North Malabar in almost all the documents you will find there is a provision for the sale of property, because it is necessary for realising the mortgage money by the sale of the property in cases of usufructuary mortgages. In South Malabar kanam deeds, we cannot find such a provision. In North Malabar you will not find a single document in which there is an express or implied provision for a renewal of a kanam. Renewal of kanam is foreign to North Malabar, and North Malabar kanam is resorted to only on a commercial basis, and not as a system of tenure. Michavaram is never heard of in North Malabar."

AGENTS OF THE JANMIES.

31. In this connection, it will not be out of place to add a few remarks on the karyasthans or the agents of the rich jenmies. It cannot be denied that in several cases the relationship between the janmi and the tenant is regulated by the attitude of the "karyasthans." Mr. Logan and Sir Charles Innes have been rather hard on such persons and the former attributed several of the grievances of the tenants to these agents. In paragraph 231 of his report, Mr. Logan has remarked: "It is the class of hungry land agents employed on these big estates, who are chiefly to blame for the injustice which so frequently overtakes the tenant." In paragraph 257 of his report, he has referred to the tenants having been evicted at their instance and for their benefit. Sir Charles Innes has observed that "the picture drawn by Mr. Logan is still in the main true and the hungry land agent is still a curse on the land." Sir Innes has however found improvement in some big estates in this respect. In the matter of granting receipts, or in the estimating the pepper produce for fixing the janmi's share, or the area and the value of the crop on fugitive cultivation, there is considerable scope for abusing the power given to the agents. Though matters have improved considerably, there are still cases of undue influence of these agents resulting in hardship to the tenants. I had information recently from a reliable source that the janmi's agent had still some power which he could use against the tenant, if he chose.

32. In regard to the second question (main incidents of the tenures), I have no remarks to offer on the report of the Committee in paragraph 42. I support what has been stated therein.

CHAPTER IV.—A BRIEF REVIEW OF THE ECONOMIC POSITION OF THE AGRICULTURIST.

FINDING OF THE COMMITTEE.

The finding of the Committee in regard to the economic position of the agriculturist may be summed up in two sentences of theirs: 'All those depending on agriculture in Malabar lead a precarious existence right from the jenmi at the top through the intermediaries down to those who live by casual labour" (paragraph 50). "To sum up the present situation in Malabar, the condition of the people is deplorable and they are sunk in indebtedness, poverty and misery" (paragraph 60). The Committee's conclusion is that "it is clear that it is necessary to increase the productivity of the soil and the area under cultivation (paragraph 51).

MAIN POINTS DEALT WITH BY THE COMMITTEE.

2. The main points dealt with in the chapter are summarized below :—

(1) The gross average annual income from land is only Rs. 50 an acre and this is to be distributed to all who depend on agriculture. When it is done, each such person gets only Rs. 2-8-0 a month or less than $1\frac{1}{2}$ annas a day (paragraph 45).

(2) The general features of the cultivation of paddy, pepper and coconut (paragraphs 46 and 47).

(3) Suggestions for the improvement of agriculture: The main suggestion is about the pressing necessity for providing irrigation facilities. There are suggestions for the improvement of transport and marketing facilities (paragraphs 51 to 55).

(4) The high incidence of land revenue, especially of garden lands (paragraphs 57 and 58).

(5) Remedies suggested by the Committee (paragraph 61). These are briefly as follows :—

(a) *Immediate* relief in the matter of assessment where ' it is out of all proportion to the income ';

(b) provision for land colonization with a view to increase the area under cultivation;

(c) provision for irrigation facilities and improvement of transport facilities;

(d) starting of rural co-operative societies for giving credit facilities;

(e) steps for ensuring the trade of coconuts, pepper and arecanut from ruin; and

(f) organization of cottage industries to supplement the income from the land.

3. I shall take up these items one by one.

Item (1)—*Average income of an agriculturist.*—Agricultural operations are confined to only some months in the year and even then, they do not engage all the people fully. Such being the case, it is too much to expect that agriculture, by itself, will be able to support entirely the population dependent on it all through the year. This must be true with greater force to Malabar with its large population, but with the old mode of cultivation continuing still. Forests and a long seaboard are the peculiar features of the district. Exploitation of forests is also an agricultural operation. This supports a very large number of wood-cutters, sawyers and carpenters. The transport of timber by canal gives employment to a large number of boatmen. The main garden produce affords opportunities for subsidiary industries connected with the product. The coir industry gives work to the garden cultivators also. Palmyras in Palghat taluk employ considerable people for tapping or for manufacture of sweet toddy. The sea teems with fish and provides a large population of fishermen "with full work and with an inexhaustible supply of cheap and wholesome food."

4. In regard to the gross annual income calculated, I wish to point out that the calculation does not take into account the minor produce of the coconuts and also catch crops on the land. In every garden, plantains are invariably cultivated near the homesteads. Some dry crops also such as, tapioca or sweet potato, are grown. Mangoes and jacks are very largely grown and these form a major item of the food of the poorer classes. Even in wet lands, plantains are grown on small extents. Pepper on a fairly large scale and ginger are commercial crops and fetch higher prices than food crops. If the value of all the crops raised is taken into calculation, the gross income per head of agricultural population will be increased. One striking feature in Malabar is a large percentage of cultivation under money crops—coconuts, fruits and roots. Such crops fetch normally better income to the ryots than paddy or other cereals.

5. *Item* (2)—*Cultivation of major crops.*—Before dealing with it, a few general remarks on the peculiar features of the agricultural operations will be useful. The district is favoured with heavy, unfailing and seasonal rainfall. Famine is unknown and seasonal remissions are extremely very rare. Owing to the heavy rains, the district is not suitable for the cultivation of dry cereal crops such as ragi, cholam, cumbu, etc. Only in the south-eastern portion of Palghat taluk, the rainfall is not very heavy, and the soil is suited for dry crops. Groundnut is cultivated on fairly large extents. Only here and there, some dry crops are grown. The soil is more suited for garden crops than for ordinary cereals. The district is mainly a land of horticulture. Coconuts, pepper, jack and arecas form the main garden crops. Mangoes are very widely grown. It may be that the quality of the mangoes is not superior. But the food value cannot be ignored. The extent under fruit trees is very considerable. It stands first in the province in the area under fruit trees. Recently, cultivation of cashewnuts is becoming popular. These peculiar general features are well reflected in the area under different crops in the district. The latest figures available are noted below. In the light of these particulars, the general condition of the ryots has to be considered. Extent of cultivation under different crops—1945-46 :—

	ACS.		ACS.
(1) Groundnut	4,988	(8) Chillies	5,644
(2) Coconut	360,615	(9) Pepper	8,938
(3) Plantains	56,838	(10) Ginger	686
(4) Mangoes	45,705	(11) Paddy	825,140
(5) Other fruits and vegetables	32,043	(12) Ragi	5,[illegible]
(6) Sweet potatoes	5,043	(13) Samai	7,[illegible]
(7) Tapioca	21,750	(14) Korra	1,[illegible]

6. *Salient features in the cultivation.*—I shall now deal with the salient features in the cultivation of the main crops.

Paddy is the main food crop and the extent under it is large. The best wet lands in the district are in Palghat, Walluvanad and the eastern villages of Ponnani taluk. The lands near the coast are sandy and the soil is not good for paddy. The soil even of the good lands in the district is not as rich as the soil in some of the East Coast districts. The Committee refers to the fact that the district which was once self-sufficient in regard to paddy has now to import it for its own requirements. The extent under paddy has not increased proportionately to the increase in population. The yield is reported to be not on the increase and to compare unfavourably with other rice producing countries, such as Japan. The yield in other countries and in other Provinces is noted below. It is true that the yield is comparatively poor in this district.

	Lb. per acre (rice).		Lb. per acre (rice).
Egypt	2,998	Bihar	519
Germany	..	Bombay	912
Italy	4,568	Central Provinces and Berar	419
Japan	3,444	Coorg	1,622
United States of America ..	2,185	Madras	1,074
Java	..	Orissa	605
China	2,433	Punjab	709
India	1,240	Average for British India.	684
Bengal	652		

The normal yield of paddy per acre in different districts is noted below (season and crop report. These normal yields were worked out in 1919).

	Normal yield in lb (paddy).		Normal yield in lb (paddy).
Vizagapatam	1,400	Chittoor	1,900
East Godavari	2,000	North Arcot	1,900
West Godavari	2,000	Salem	1,900
Kistna	1,800	Coimbatore	1,900
Guntur	1,800	Trichinopoly	1,900
Kurnool	1,600	Tanjore	1,750
Bellary	1,700	Madura	1,950
Anantapur	1,700	Ramnad	1,800
Cuddapah	1,800	Tinnevelly .. + ..	2,000
Nellore	1,550	Malabar	1,400
Chingleput	1,550	South Kanara	1,500
South Arcot	1,850	The Nilgiris	1,800

Even within the Province, the yield in the district is poor when compared with other districts with irrigational facilities.

7. *Reasons for poor yield of paddy.*—What is this poor yield due to? The Committee would attribute it to a large extent to the absence of irrigational facilities. They say that "for this (increased production and yield), the first desideratum is a plentiful supply of water." They consider that though the rainfall is heavy, it is not seasonal and falls occasionally when it is required. I would submit that this opinion does not seem to be fully justified. Malabar is served by the south-west monsoon, which is very rarely unsuccessful. During this season, the main first crop (kanni) is raised. The past history clearly shows that, during the first crop season, scarcity is not at all felt. "Even a partial failure of the south-west monsoon is unknown; it may, in August and September, fail to

maintain its earlier promise, but it is always abundant enough to ensure the safety of the kanni crop." Very occasionally north-east monsoon may fail and it is only then that there is scarcity felt in parts. The ryots in most cases, have constructed small ponds and temporary wells on their holdings particularly in Palghat taluk on a large scale, which supplement irrigation and save the second crop when there is inadequate rainfall during the second crop season. Owing to the almost unfailing rainfall, remissions are practically nil. Only in a few years, small seasonal remission was granted for failure of a second crop in some areas. In these circumstances, it seems that the reason for the poor yield cannot be attributed to the absence of irrigational facilities.

8. The reasons for the poor yield have therefore to be looked for elsewhere. As stated by Prof. Marshall, one of the famous economists, "the agents of production are commonly classed as land, labour and capital." Labour and capital are as much necessary for production as land. I shall examine how far both these factors are adequately operative.

9. *Labour.*—"The standard of wet cultivation is lower than in the East Coast. Under the influence of the unfailing rains, the soil responds too readily with moderate crops and the ryots' wits are not sharpened by a constant struggle with the force of nature." The average Malabar ryot generally takes to cultivation rather easily. Ploughing is not deep. In several places, especially in North Malabar, it is mere surface stirring. Weeding is neglected. In this connexion, the general remarks of the Settlement Officer, Mr. MacEwen, who had considerable experience on this question are worth quoting :—

"In another important detail the Malabar ryot seems to be very much lacking in initiative. I remember that in his introduction report on the last settlement Mr. MacMichael remarked on the failure of the Ernad ryots to make any attempt to increase their outturn by properly draining their paddy flats. This is true of a very considerable part of the district; and any one with considerable experience of both Malabar and South Kanara must have been struck by the difference between the two districts. In Malabar one sees little or nothing of the stone revetting of channels that is so carefully attended to in South Kanara. The Malabar ryot appears to be quite content to take things as he finds them—what was good enough for his forefathers is quite good enough for him. There are many places, especially in South Malabar, where a little attention to the deepening of the 'thodus' that run through the paddy flats would enable the holders of the lower lying lands to start cultivation much earlier than they do at present and so to extend their double crop lands; and simple temporary dams would easily enough divert the stream to their fields as the season goes on and the direct rainfall grows less. The same is true of wells; where a little digging in a river bed, or the existence of a natural water-hold, ensures a supplementary supply late in the season, one sees a fair number of water-lifts. But the ryot seems to make little or no attempt to make his second crop more secure or to convert his single crop land into double crop by sinking wells anywhere except on such favourable sites."

In North Malabar particularly and in the coastal areas in Ponnani the soil is more suitable for garden cultivation. So paddy is neglected and it is slowly being replaced by gardens. Persons who have both gardens and paddy lands devote their attention mostly to gardens. Whatever manure is available is used for gardens. Paddy is cultivated more for the straw for the cattle which are required for garden cultivation than for the grain.

10. The methods of cultivation are traditional but not progressive. The modern and improved methods of cultivation are not generally followed. Even the small iron ploughs are not in use widely owing to the poor condition of the cattle. It is now well-recognized that improved strains and manure contribute to appreciable increase in yield. In his report on rural planning in Gwalior, Dr. Radhakamal Mukherjee considers that multiplication of improved seeds and supply of better manure and implements will raise production in Gwalior by 73 per cent in 20 years. We cannot be sure whether it is not a very optimistic estimate. Seeds of good variety have not come into popular use. The area covered by improved seeds is only very little. It is said to be only 5·3 per cent of the cultivated extent under paddy in India. Experiments in America have shown that intensive manuring is responsible for 25 per cent increase in production. By adopting improved methods of cultivation and by adequate manuring, the yield was increased by 39·9 per cent in the Agricultural Research Station, Pattambi (South Malabar). It may not be possible for the ordinary ryot to devote as much attention and spend as much as in the Research Station. But it is however possible to have very much increased yield if proper manuring and good seeds are used, Without adequate manures, the soil deteriorates slowly resulting in gradual decrease in yield. In 1946, the Government sanctioned a scheme of free supply of manures on a large scale for paddy lands in Palghat and Walluvanad taluks. The result of manuring is an increase in the yield as shown in the statement below :—

Average acre yields of paddy in lb. in the Walluvanad taluk.

Firka.	Varieties. Late. Manured.	Late. Not manured.	Medium. Manured.	Medium. Not manured.	Early. Manured.	Early. Not manured.
Srikrishnapuram	2,107	1,800	1,930	1,280	..	..
Mannarghat	2,477	2,020	2,140	1,820	..	..
Pattambi	1 807	1,480	1,640	1,220	1,520	1,060
Perintalmanna	1,812	1,460	1,922	1,150	..	..
Mankada	2.463	1,810	2,530	..	1,848	1,850
Ottappalam	..	..	1,790	1,010	..	..

Average acre yields of paddy in lb. in the Palghat taluk.

Firka.	Errappa Poochampan. Manured.	Errappa Poochampan. Not manured.	Vallachampan. Manured.	Vallachampan. Not manured.	Annachampan. Manured.	Annachampan. Not manured.	Late varieties. Manured.	Late varieties. Not manured.
Kollengode	2,180	1,490	2,540	1,440	2,810	1,950	2,680	2.060
Kuzhalamanna	1,507	1,130	1,970	1,700	1,670	1,250	2,060	1,790
Elapulli	2,780	1,040	1,600	1,360	..	..	2,140	1,320
Palghat	1,320	1.130	1,930	1,450	1,940	1,190	1,949	1,590
Pasli	..	..	..	..	..	..	1,970	[illegible]
Alathur	1,690	1,380	1,220	1,470	1,310	1,160	[illegible]	[illegible]

It cannot be said that the lands are now adequately manured. Farm yard manure and green leaf are the only kinds of manures used. But the former is not adequate, while the latter cannot be had in sufficient quantity in the coastal areas. Whatever manure the ryot can manage to get with his efforts is being used. The lands lying at a distance from his house are often neglected. The chemical manures and organic manures, like groundnut cake, are not generally used for paddy lands. From a long time, there are firms in Calicut dealing in chemical manure and in groundnut oil cakes. But the manures which are imported are being sent away to other places. I know that in 1945–46, ryots from Tinnevelly and Coimbatore districts were anxious to get imported groundnut cakes from Malabar, but the local ryots would not use them except in some cases. The ryots have not yet realized the advantages of the use of manures. Similarly, the agricultural departmental improved seeds have not become popular with the ryots. In some of the East Coast districts, there is very keen demand for good and departmental seeds. But there is not any enthusiasm displayed in this district.

11. *Capital.*—It seems that under the old custom, capital has no place in the scheme of agricultural operations. The cost of cultivation, under the old custom, was twice the seed, including the seed required. It was named " Vithu Valli." Vithu means ' seed ' and ' valli ' means ' labour.' The farmyard manure available with the ryot and the green leaves which he could get were all the manure contemplated. The need for capital cannot be over-estimated. It is required for the purchase of manures and improved instruments and for the repairs to the lands and the water courses. The cultivating verumpattamdar is generally poor and he does not spend anything more than what is necessary to secure the usual crop. It is said that the kanamdars are attending to these affairs. But the capital spent will be limited to the strict requirements to ensure their usual income from the land. There is no incentive to spend more, because, the surplus yield is not to be his exclusively but it has to be shared with others. Unless the man who spends money gets the full benefit of the expenditure, he has no incentive to do so. It is undeniable that between the various persons interested in the land, substantial improvement is not generally undertaken.

Coconut cultivation.

12. Next in importance is *coconut*. The soil and the climate are eminently suited for coconut cultivation. The best gardens are in the coastal areas and in the interior of Kurumbranad taluk. Economically this is important since its products are in great demand is ever on the increase and it does not appear likely that common fault in cultivation is over-planting of trees. This leads to the slow deterioration of the soil, besides affecting the yield. The committee feels that the cultivation of coconuts may not be profitable in view of the large supplies from other countries. But the demand is ever on the increase and it does not appear likely that the cultivation will be a losing game. Pepper and areca are other important garden crops. The committee refer to the fall in the prices of paper and arecanuts and the consequent decrease in cultivation.

13. *Item* (3)—*Suggestions for the improvement of agriculture*.—The Committee's main suggestion is that irrigation facilities should be afforded at the cost of the Government. Government do not spend any money towards maintaining irrigation sources as in other districts. In the absence of such sources, it is said that there is occasionally partial failure of water-supply to the crops. The construction of irrigation sources will increase the area under wet. Large extents of dry land can then be converted into wet. In Chapter VII, the Committee have further dealt with this question in detail.

14. Without in any way minimising the value of irrigation works and facilities for easy transport and for marketing, I would submit that much better intensive cultivation is necessary to bring about better results. Deeper ploughing, better and improved seeds and intensive manuring are needed. Better seeds and intensive manuring should be taken up in right earnest without any delay, if any increase in the yield is desired. The ordinary ryots do not seem to have realised fully the importance of these two factors. In regard to manures, the cost stands in the way of the ryots. But now the price of paddy is fairly high and it will be paying to spend money on chemical manures and oil cakes.

15. Another suggestion is to improve the defects pointed out in the previous paragraph in regard to the drainage of the excess water, and the improvement of small ponds and channels in the fields. Adequate drainage measures should be taken up for draining away the surplus water from the fields by deepening the water courses.

16. *Item* (4)—*Land revenue*.—Next comes the heavy incidence of land revenue both in Karasaragod taluk and in Malabar. It is said that though the conditions in Kasaragod are similar to those in Malabar, the rate of assessment is high in Kasaragod. The grievance is that in Kasaragod the assessment has been fixed at half the net produce, whereas it is only one-third of it in Malabar. The main principle of settlement in Malabar differs from that in all other districts. In all other districts, the Government's share is theoretically one-half of the net produce. But in Malabar, it was fixed at one-third. The reason is that in Malabar, the landlord is regarded as the absolute owner of the soil. Government have no right over the waste lands. Private ownership of the lands in Malabar has been recognised from the very beginning, from the first Settlement Scheme formulated by Mr. Rickards. But in South Kanara, this principle has never been recognized and it is treated like any other district in the Province. The similarities pointed out (the languages spoken, customs and practices of the people, the laws of inheritance and the methods of cultivation) are not relevant for the consideration of the question of settlement which is based on quite a different principle altogether. There are thus no grounds for changing the principle which has been followed for about a century and a half. The question of revision of land revenue assessment in this district can be taken up when the question for the whole Province is considered.

17. Complaints have been made that considerable extents of wastes on which nothing can be grown, have been assessed in Kasaragod taluk at 1 anna to 3 annas per acre. If lands are unfit for cultivation or are useless for any purpose, it is open to the pattadars to relinquish the lands. These are owned by a few rich pattadars who do not care to make any profitable use of such lands. On these wastes, kumari cultivation is carried on and a reasonable rent is secured in years when they are cultivated. These rents are sufficient to meet the low assessment in all the years. Recently, some of these lands have been sold to some people from Travancore. There are no reasons to take up this question as a special case. During the general revision of the land revenue settlement, this may be considered.

18. *Main proposals of the committee in regard to item* (4).—In regard to Malabar, their proposals are briefly as follows:—

(*a*) They do not seem to have any complaint about the existing rates on *wet* lands.

(*b*) The garden rates are high. Even though there are only 10 coconut trees or 120 areca or 5 jacks, and there are implanted areas in it, the full assessment is charged.

(*c*) Transfers from wet to dry or from gardens to dry are permitted only if, for reasons beyond the control of the ryot, the land is rendered unfit permanently for such cultivation.

(*d*) When a dry unoccupied land is under continuous cultivation or effective occupation for 3 years, assessment is charged later on, even though the cultivation may be given up.

(*e*) The price of coconuts was much lower than the commutation rate adopted at the resettlement. In such contingencies, there should be a corresponding reduction in the rate of assessment, as in the Punjab.

(*f*) In spite of the assurance made in 1805, that the assessment will not be liable to revision in the future and even though the Tenancy Commission of 1884, was against the enhancement of the then existing rates by more than 20 per cent, the assessment was revised at high rates during the last resettlement.

19. I shall take up first the garden assessment [Proposal (*b*)]. Originally the gardens were assessed on the basis of a tax of varying rates on each fruit-bearing tree and this was the system when the British first occupied the district. Subsequently, attempts were made to revise the mode of assessment. During the settlement operations, the Board considered that the tree-tax system should be modified and that a maximum number of trees per acre must be fixed beyond which all trees planted were to be free from assessment. This was approved by Government. Eventually Government fixed 10 coconut trees for an acre as the minimum required for classification as garden.

20. Before the garden rates were settled in the original settlement, elaborate enquiries were made. "Lightning Surveys" of gardens in all taluks were conducted. The average number of trees growing on an acre in different taluks and the average yield in nuts were carefully ascertained. These figures were compared with the previous estimates made by several officers from time to time. Gardens engaged the particular attention of several officers from the very beginning. In the light of these previous records and of the result of the surveys made at the time of the settlement, the rates were fixed. For purposes of calculation one bearing jack tree

was considered to be equal to two coconut trees or 24 areca trees. Any land with less than 10 bearing coconuts or their equivalent in areca or jack was not registered as garden. The idea of fixing 10 coconut trees for an acre as the maximum for garden classification was to encourage the planting of gardens. Whatever may be the number of trees which may be planted, there was no increase in the rate of assessment. On one acre, about 60 coconut trees can be planted, though, in several gardens, this number is increased. Even taking 60 to be the average number, at least 40 trees will be bearing ones. It is estimated that one-third of the trees in a garden will not be yielding. On these 40 trees, the average number of nuts will be at least 1,600. Even if the estimate furnished by the committee in Appendix C (page 107) is taken into account, the yield is 1,500 nuts per acre, which were valued at Rs. 30 at the market rate in 1940. The Government assessment is only Rs. 5 which is one-sixth of the gross produce. In this calculation, the minor produce of the coconuts (leaves, etc.) and the income from other trees are not taken into account. There is no garden without any such trees. If the income from these items is also taken into account, the percentage of assessment to the value of the produce will be reduced.

21. The representation of the committee is that though there are only 10 coconut trees on one portion of an acre and the remaining extent left unplanted, the full assessment is levied. If a portion of the land useful for cultivation is left waste and neglected, the ryot concerned is to blame. He is not making full use of the opportunity and is also shutting out others from the land. I would submit that he does not deserve any consideration. If those 10 trees are carefully looked after, the value of the produce will not be less than the assessment. The remaining extent can be put to some profitable use, such as building a house or cultivation of catch crops. In several gardens, tapioca, plantains, etc., are grown.

22. It is a point for consideration whether there are gardens with only 10 coconut trees on an acre or their equivalent number of other trees. During the last resettlement, the settlement staff investigated whether there was any deterioration in the cultivation of gardens. All the gardens in six coastal amsams were inspected by the subordinate staff to find out whether there was any appreciable extent of garden lands which contained trees less than the standard number. The total extent of gardens with less than the standard number of trees was only 24 acres out of the total extent of 4,076 acres of gardens inspected. In some of these cases, the trees had been cut for building houses, while in some others, there were small plants. If these extents are excluded, the "deteriorated" area was only 29 cents in every 100 acres. The Gazetted Officers also carried on similar investigation on petitions received. In no case was there any deterioration on any appreciable scale. The Settlement Officer (Mr. MacEwen) "carefully watched the state of the gardens" and in his considered opinion, the intensiveness of the cultivation had in no way lessened (paragraph 62). He considered further that the gardens had lost nothing in productiveness and value. It is thus clear that the garden cultivation has not deteriorated in any way. It may be that during the slump season, the tenants were affected a bit, owing to the fall in the price of

coconuts. Since their rent was in cash, a larger number of coconuts had to be sold by them for the payment of rent. But now, the price has gone high again and there is now much greater incentive for garden cultivation than at any time before. The fact that wet lands are now being converted into gardens in North Malabar especially, shows that the garden cultivation has not ceased to be profitable. There is thus no case for reduction of assessment for gardens.

23. *Proposal (c)—Transfer from wet to dry or from garden to wet.*—Such cases are not allowed, unless the land has become permanently unfit for such cultivation owing to reasons beyond the control of the ryot. The committee recommend that such restriction should be removed. On a general principle, such transfers are not allowed anywhere in the Province. The ryot should make the best use of his land for the purpose for which it is suitable and if he neglects to do so, he cannot have any relief. Such a relief is a premium for inefficient cultivation. I am not aware of the existence of any such cases in large numbers. The Settlement Officer was of opinion, after a careful examination, that individual cases of deterioration are very rare indeed. Transfers from wet to dry should be very rare, except when land is required for building purposes. A wet land is on a low level generally and it is not fit for cultivation of any dry crops at all.

24. *Proposal (d)—Assessment on dry lands.*—One peculiar feature in Malabar is that unoccupied dry, though they are in the private ownership of the janmi, is not charged with assessment, if left waste. Continuous cultivation or effective occupation by putting up compound walls or such other method for a period of 3 years will disentitle the owner from the concession. In other districts, patta lands left waste are charged with assessment every year, even though in some districts, such lands *cannot* bear continuous cropping every year. After the land is cultivated continuously for 3 years, there is no reason for not cultivating it. It is not that the soil cannot bear successive cropping. If the landlord does not find it profitable to cultivate it continuously, he may allow it for cultivation by others. The relief recommended will strengthen the present land monopoly in Malabar and is not supported.

25. *Proposal (e)—Fall in the price of coconuts.*—The Committee points out that the price of coconuts was below the commutation rate adopted at the resettlement and suggest that in such contingency, there should be provision for reducing the rate of assessment as in the Punjab where the rates are fixed with reference to the price of the products. It is true that there was fall in price for some years but it has gone up again. Such a fall is not always common and is due to exceptional circumstances. The commutation rate is fixed as carefully as possible.

26. The Committee have referred in paragraph 47 that owing to the fall in the price of pepper and arecanuts, the cultivation of such crops has been neglected. It is true that during the Slump season the cultivation of these and coconuts was badly neglected. These are the three important money crops in the district. It is necessary that every encouragement should be given for their

cultivation. In the concluding portion of paragraph 61, the Committee have laid stress on the urgent necessity for protection of these three crops. The Director of Agriculture has suggested measures for the protection of the trade in these commodities. The Director of Industries is in general agreement with these proposals. They may be adopted. The suggestions made by the Director of Agriculture are as follows :—

"(1) The imports of these commodities into India have to be regulated on a quota basis so as to enable local production to meet the Indian demand.

(2) Protective duty has to be imposed on all foreign imports of coconut, coconut products, pepper and arecanut.

(3) The excess in import duty over the present duty may be set apart for research and propaganda in the sphere of cultivation and for the marketing of these crops.

(4) Separate Boards may be established for each of these commodities on the lines of the Indian Central Cotton Committee, Coffe or Tea-Cess Committees or Control Boards. As Travancore, Cochin and Mysore are also important producing areas, it may be necessary to have their co-operation also in any scheme of development.

(5) Such a Board will have to look after research in cultivation, improve production and develop trade by finding new markets and increased uses for these commodities.

(6) The cultivators have to be financed for cultivation and manuring.

(7) The Co-operative pooling, grading and marketing have to be encouraged.

(8) The manufacture of fibre, coir-ropes, yarn and mats is being carried out to a fairly large extent as a cottage industry. The co-operative system in the purchase of husk, retting, making and marketing yarn, etc., has to be encouraged and those engaged in the industry have to be provided with finance. The rotting of husks takes 6 to 8 months and the labourers cannot find sufficient finance at present for such long periods. They therefore buy retted husks at very high prices to make fibre and yarn.

(9) Since the war, the continental markets have been practically closed and the present demand for yarn and ropes are confined to the gulf ports. Propaganda has to be carried on in the North Indian markets for increased uses of mats and mattings and sale depots or licensed warehouses may be opened in important North Indian cities and towns.

(10) At present manufacture of iron drums is not undertaken in South India. The manufacture of iron drums as containers for oil should be encouraged by affording, if possible, facilities for the establishment of a factory at a convenient centre.

(11) Steamer freight rates should be controlled. The freight on oil and copra from Colombo to Bombay, Karachi and Calcutta should be brought at least to the level of the rates from the West Coast ports to Bombay, Karachi and Calcutta."

27. *Proposal (f)—Principle of assessment.*—The Committee do not press arguments in support of this matter. They have nothing to say in regard to their contention that in the original Proclamation in 1805, Government promised to ensure an unalterable assessment. In regard to the remarks of the Commission fixing the limit of 20 per cent over the then rates of assessment as the maximum, nothing further has been urged. This is also a general question to be dealt with for the whole Province.

28. *Remedies (item 5).*—Lastly, I shall deal with item (5)—Remedies suggested. Items (*d*), (*f*) and later portion of (*c*) in respect of road and marketing facilities, are general ones. I support the recommendation. Item (*d*) (facilities for rural credit). Very high rates of interest are prevailing in Malabar. Some of the witnesses examined by the Commission have referred to 18 per cent interest and 12 per cent for cash loans and 20 or 30 per cent for seeds. The tenant will be left very little after paying the debt with such high interest. It is very necessary that credit facilities should be afforded to the tenant. (*f*) The need for starting cottage industries to afford alternative or supplementary mode of employment to the ryots is pressing. The Committee have suggested the revival of salt industry, among other industries—This proposal is supported. Items (*b*) and (*c*) earlier portion are dealt with in detail later on in Chapter VII. Then items (*a*) and (*e*) alone remain.

29. In respect of (*a*), remedies in favour of reduction of assessments, the Committee recommend that immediate relief should be given in the matter of assessment in cases where the assessment is out of all proportion to the income. The general level of assessment is not heavy as will be evident from the Committee's calculation of the gross income from land. The average rate of assessment of wet land is only Rs. 5 an acre, for an average estimated gross yield of Rs. 75. Similarly, the assessment on garden is Rs. 5 an acre for an estimated income of Rs. 30. This figure has been shown to be rather low in paragraph 20 above, since it has not taken into account the value of the minor produce of coconuts and also the value from other trees or from any catch crop grown on the land. Thus, there are no special reasons for taking up this district alone now. This may be considered in the general proposal for revision of the land revenue assessment for the whole Province. Apparently, the Committee here refer to cases where the rent realised by the janmi is less than the assessment on the land. There are such cases, I know. But this is not due to the heavy incidence of land revenue, but it is due to the low rent. In fixing the rent, the kanam amount and the renewal fees are always taken into account. If the kanam amount and the renewal fees are comparatively high, the rent fixed is low. During the original settlement, the Settlement Officer (Mr. Moberly) has referred to this aspect and has remarked that the rents reserved are small in view of the kanam amount and the renewal fees and that it is only natural that Government's share worked out by settlement methods should appear to be excessive compared with that worked out from the rent. The same question was considered again during the last resettlement. The Settlement Officer (Mr. MacEwen) has explained how, in some cases, rent is lower than the assessment. Rent on gardens

was being fixed once in twelve years. The gardens are changing and the yield varies from time to time. So a young garden with only a few yielding trees will fetch a small rent for the period of twelve years. But when the rent is fixed at the end of the period, the yield would have increased and the rent also would be increased correspondingly. But the assessment remains constant. In some cases, rent is given on favourable terms for special reasons. There is no reason to reduce the assessment in such cases. The janmis however require relief in this matter. In such cases where the rent is lower than the present assessment, the rent may be allowed to be increased by the difference between the present rate of assessment and the assessment on the land at the time when the land was given on lease. A similar relief was given to the mulgeni tenures in South Kanara district.

30. In regard to item (e), the Committee recommend that the trade in coconuts, pepper and areca should be protected. Price of these articles depends on the demand in markets outside the Province. The Director of Agriculture has suggested remedies for the protection of coconut industry. These have been referred to in paragraph 26. These remedies are supported.

31. Besides the remedies recommended by the Committee, I would add a few suggestions for the consideration of the Government.

Facilities for getting manures.

32. The first and very important suggestion is that adequate measures should be taken for the supply of good manures at a reasonably cheap cost. "Next to the provision of an assured supply of water, the use of manure offers the most important single means of increasing the yield of crops." (Famine Commission's report.) It is well known that the use of manure in Malabar is very limited. The farm yard manure and the green leaf manure are not at all sufficient to meet the full demand. It is desirable that groundnut cakes and chemical manures are made available at cheap cost. The main reason for not using the manures adequately, is its cost. Unless there is sufficient margin of profit by increased yield of crop owing to the application of the manures, there is no incentive to an ordinary ryot to use it. For the last about 3 years, the manures are distributed to the ryots at a reasonable price under a subsidy from the Government of India. This subsidy cannot be expected to continue long. Permanent measures to keep down the prices are necessary. In paragraph 12 of Chapter II (Manures), the Famine Commission have made four suggestions for the consideration of the Government. It may be found desirable to entrust the distribution to non-official agencies. Besides these suggestions, I would submit that the export of oil-cakes should be under the control of Government. Groundnut is grown on very large extents in Madras. Previously it was being exported to foreign countries and foreign Provinces on a large scale. The result was that the Province could not get any benefit from the cakes. During the Royal Agricultural Commission, there was representation both from the Director of Agriculture and several non-officials that the export of manures should be banned, in the interests of the Province. Only about three or four years back, the export of groundnut cake was banned and the result is that the Province has the benefit of the use of the cakes. The Famine Commission have recommended that as much as possible of the oil-seeds grown in India should be crushed in India, so that the maximum amount of oil-cake may be available for cattle-feed and manure. I would submit that the oil-seeds produced in the Province should be crushed within it, so that the entire output of oil-cakes may be utilized here.

CHAPTER V.—THE NECESSITY FOR LEGISLATION.

In this chapter, the Committee have discussed the necessity for further legislation. They have considered the present difficulties of the tenants under the existing Act, in respect of important rights.

FIXITY OF TENURE.

1. Fixity of tenure is a highly prized right by the tenant. It is one of the three F's (the other two being fair rent and freedom of alienation) for which the tenants agitate everywhere. The yield of land depends on the interest taken by the cultivator. No cultivator will take sufficient interest in the land, unless he is sure of holding on it without necessary disturbance by his landlord. A short-term lessee is not interested in making any improvement on the land or in adequately manuring it. He will try to get as much as possible from it during his tenure of tenancy. The attachment to a land will arise only by long association with it. It is thus desirable, both in the interest of the tenant and in the interest of the landlord and the general public, who require the agricultural produce, that the tenant should be free from unnecessary eviction from the land cultivated by him.

2. The need for such a right is much greater in Malabar than elsewhere. There is relative monopoly of land. Fairly large extents of lands are owned by some janmis and only these extents are available for tenants. The innumerable small janmis have lands sufficient only for their own requirements. There are no Government sites in the district for building houses. Even for house-sites, the janmam lands are required. The tenants of house sites cannot hold their own against the demands of the janmis.

3. The agitation for tenancy reform arose mainly on account of insecurity of tenure of the tenants. Evictions became very frequent. Threats of eviction were common. The tenants were labouring under these difficulties when the first attempt for Tenancy Reform was undertaken. Mr. Logan found it absolutely necessary to devise some means for giving to the actual cultivator of a small holding full security that if "he plants trees, he will be left free to gather their fruits and that if he reclaims land from the wastes, he will be left free to enjoy the fruit of his labour and capital." In several subsequent reports, this necessity was urged from time to time.

4. It was considered that the payment of full and adequate compensation for the improvements made by the tenant might be sufficient safeguard against the eviction of tenants. So the Compensation for Improvements Act was passed in 1877, and later on

in 1900. But the Act was only a partial remedy against arbitrary eviction. So the Tenancy Reform, with provisions for fixity of tenure, fair rent and other matters, was undertaken. Diwan Bahadur Raghavayya Committee finally recommended the qualified fixity of tenure to some classes of tenants under certain conditions. This was accepted by the legislature in the existing Act.

Proposals for the grant of fixity of tenure.

5. The proposals made from time to time on this question are noted below, as summarized in paragraph 53 of the report of Mr. Raghavayya's Committee.

Proposals for legislation.	Class of holdings proposed to be invested with occupancy rights.	
	Kanams.	Verumpattams.
Mr. Logan's scheme, 1882 ..	No.	Actual cultivators of small holdings—25 acres of wet or dry and five acres of garden land, non-capitalists.
Raja Sir T. Madhava Rao's Commission 1883.	Thirty-years old kanams.	(i) any tenant who has held for 30 years; (ii) any tenant who has reclaimed land and held it for fifteen years.
Sir Charles Turner, 1883-4 ..	No.	Actual cultivator for a holding of certain size.
Hon'ble Mr. Master's Committee, 1885.	Sixty years old kanams.	Tenants who have held for 60 years (proposal made and lost by vote of the president).
Mr. Innes, 1915	Forty years old kanams.	Actual ryots of fifteen years standing.
Cochin State Regulation, 1914.	Thirty years old kanams.	No.
Travancore State Proclamation, 1867.	(i) Kanams under Nambudiri Brahman janmis, (ii) 25 years old kanams under others.	No.
Diwan Bahadur M. Krishnan Nair's Bill, 1922.	Twenty-five years old kanams.	No.
Diwan Bahadur M. Krishnan Nair's Second Bill, 1923-4.	All kanams ..	Six years old verumpattams under janmis, kanamdars, etc.
	Existing Act.	
The present Act (only qualified fixity of tenure has been allowed).	All kanamdars, kuzhikanamdars and customary verumpattamdars. (They have been given the option to renew the tenure or not. They cannot exercise similar option in subsequent renewals).	All cultivating verumpattamdars, i.e., in holdings which contain *wet lands*, with or without dry or gardens.

6. From the statement above, it will be noted that holdings containing dry lands and gardens alone *without wet* lands do not get the benefit of the Act. Thus where a dry land has been reclaimed and converted into garden, the tenant cannot have the fixity of tenure, unless there is some extent at least of wet land included in the same holding. This is causing hardship to tenants who reclaim waste lands. The Raghavayya Committee considered

that there was no demand for fixity of tenure for such cases. Hence they were left out of the scope of the Act. Now there is a need for the extension of the rights to such lands also.

Need for further legislation on this matter.

7. The Committee have also referred to the need for granting fixity of tenure to the kudiyiruppus also. The provisions of the existing Act allow the compulsory purchase of kudiyiruppus by the tenant only in some cases. Some further protection is necessary for kudiyiruppus also.

8. Further the fixity of tenure granted by the Act is qualified and is subject to some conditions. Some of these conditions have given rise to differences of views between the landlords and the tenants. The most important of these conditions relates to the landlord taking back the land for his bona fide cultivation or building. Irrespective of the period of enjoyment of the land by the tenant, or irrespective of the extent of land under his cultivation, a tenant has to give back the land if the landlord wants it bona fide for his cultivation or building. This is regarded as a great hardship to the tenant. On the contrary, the janmi feels that if and when he requires his land for his cultivation, and if his demand is bona fide and not with a view to lease it out to others later on, he should be allowed to have his own land. The need for such demand has now become great owing to the partition of the tarwad families and to the desire of the junior members of the family to take to own cultivation. Thus there are two conflicting interests and each deserves consideration. This is one of the very important points for re-examination in all aspects.

FAIR RENTS.

9. Next in importance is the fixation of "fair rent." The existing Act has laid down principles for fixing the "fair rent" for different classes of lands. The Act has merely recognized statutorily the old customary rates of rent in most of the cases. But the main difficulty was that the tenant could not get practically any benefit. He has been paying the contract rate which is higher than the fair rent in several cases. The rent for each holding has not been determined. The Act has made provision for the determination of fair rent by the civil courts, on the application of the tenant or the landlord. This is a costly and tedious course. Further the tenant in most cases will be reluctant to file an application to the civil court for this purpose. To obviate this difficulty, some machinery for determining the "fair rent" on each holding is necessary.

INTERMEDIARIES.

10. Thirdly, the question of intermediaries requires consideration. The most striking feature in the Malabar tenures is the existence of intermediaries between the janmi and the actual cultivator. When the profits on the land are shared by more than two, It is highly necessary that the cultivating verumpattamdar should intermediaries is one of the items of the tenancy reform. This subject requires consideration as to what functions, if any, these intermediaries perform, whether they are 'mere rent receivers' without taking any interest in the land and whether they can be eliminated in the present circumstances of the agricultural classes.

11. These are material questions affecting the interests of the tenants and the landlord and require re-examination in the light of past experience and of changes in the present conditions. The Committee have examined these important questions and some other matters also.

CHAPTER VI.—FIXITY OF TENURE, EVICTION AND RELINQUISHMENT.

In the previous chapter, the Committee have pointed out the necessity for the grant of fixity of tenure to tenants of agricultural lands. The existing Act has conferred qualified fixity to only certain classes of tenants. In this chapter, the Committee consider the desirability of extending these provisions to other classes of tenants and also of enlarging the rights conferred already.

2. *Classes of tenants now having fixity of tenure.*—Section 10 of the Act confers fixity of tenure automatically on every cultivating verumpattamdar. A verumpattamdar is defined in the Act as a tenant other than a kanamdar or kuzhikanamdar of a holding for agricultural purposes, which includes wet lands and may or may not include other kinds of land. Under sections 16, 17 and 18 of the Act all customary verumpattamdars and kanamdars, except where the kanam is in the nature of a mortgage and is excluded by section 17 (c) and kuzhikanamdars have the right to demand renewal which, for all practical purposes, is equal to fixity of tenure.

3. *Fixity of tenure different from the occupancy right.*—The fixity of tenure conferred by the Act on the verumpattamdar differs from permanent occupancy right in the sense in which that term is used in other Tenancy laws in the following respects: (1) that it is confined in its operation to the rights of its immediate landlord; (2) that it is subject to the provisions of section 14 of the Act under which the landlord may take back the land under certain specified conditions; (3) though the tenants' rights are alienable and hereditable, any sub-tenancy for cultivation will destroy the fixity; (4) that the man who actually cultivates the land will himself get fixity of tenure in such cases; (5) every cultivating verumpattamdar gets it, irrespective of the length of the period of his possession of the holding.

4. *Classes of tenants not having fixity of tenure at present.*—The existing Act has excluded the following classes of lands from its scope with the result that no fixity is conferred on persons holding such lands; (1) lands transferred for felling timber; (2) lands given for fugitive cultivation; (3) lands on which tea, coffee, rubber and other special crops are grown and buildings appurtenant thereto; and (4) lands cultivated with pepper as a principal crop. Besides these classes, holdings which do not include wet lands, i.e., holdings of dry lands and gardens are excluded from the scope of the Act.

5. *Question of extending the provision to some classes of tenants.*—The Committee have examined each of these classes to see whether fixity of tenure is necessary for them. Leases for felling timber are not agricultural leases, nor are they taken by agriculturists. Further what is usually granted to the lessee is only a right to fell the trees and to have access to the lands for the purpose. Cultivation is not the principal purpose of the lease. Lands under fugitive cultivation are not regularly cultivated. It is a shifting cultivation and the same plot will be cultivated only at intervals ranging from 4 or 5 years to even 12 years. In such cases, the grant of fixity of tenure is clearly disadvantageous to the tenants concerned. Sir Krishnan Nair's Bill also excluded this class of lands from the scope of the Tenancy Bill drafted by him. Leases of lands planted with tea, coffee, rubber and other special crops are of a special nature. The leases are drafted in the form of English conveyances and are for long periods. Such cases form a different category from the ordinary agricultural leases prevailing in the district. The lessees are either big companies or rich and educated people who can themselves protect their interests before they enter into a contract. Such leases are for a sufficiently long period and no one is likely to take up such cultivation unless he is assured of a long period of tenancy. It is understood that in Wynaad, there are some similar areas which have been recently planted up, where the period of lease is the customary period of 12 years as in kuzhikanam lease, but no special hardships in such cases have come to light. The Malabar Compensation for Tenants Improvements Act confers sufficient protection for such cases. No special provision need, therefore, be made in these cases.

6. *Pepper cultivation.*—Under the Act, lands cultivated with pepper do not get the benefit of the fixity of tenure. The reason for the exclusion is that pepper cultivation also is shifting in the sense that the garden which had pepper vines is not replanted with it as soon as the pepper vines perish. It is said that the soil is rendered unfit for immediate plantation again of pepper. Only after some years, fresh vines are planted. The Committee do not recommend fixity of tenure in these cases also since such cultivation is not carried on permanently. In this connexion, I would submit that some anomaly may arise in working out the principle. The Committee have recommended that dry lands also (those which are neither wet nor garden) might be granted fixity of tenure. On ordinary dry lands, pepper can be ordinarily cultivated as a dry crop. When a tenant who has acquired fixity of tenure under the Act in respect of that land, utilizes a portion of such holding for raising pepper as a principal crop, he would lose the protection of fixity and could be evicted. It is unfair that the tenant should lose this right which he had acquired under such circumstances. One of the members of the Committee considers that when a fixity of tenure is granted for all dry lands in the holding, there is no reason for excluding the dry lands where pepper is cultivated. After the pepper vines perish, the lands can be cultivated with other crops. He can have the same incidence attached to ordinary dry lands. When the Bill which led to the passing of this Act was under consideration by the Select Committee, one of the members pointed out this anomalous position. I submit that fixity of tenure may be extended to this class of tenants.

7. *Fixity of tenure to verumpattamdars of all lands.*—I shall next refer to the fixity of tenure in respect of verumpattam lands in greater detail. Under the Act, a cultivating verumpattamdar gets the benefit of the fixity only if his holding includes wet lands. Verumpattamdar who has only garden or dry lands does not get the benefit of the fixity of tenure. On the other hand, a verumpattamdar who has some wet lands, however small they may be in extent, gets the benefit of the fixity of tenure in respect of other lands in his holding, whatever may be the extent of such lands. The Committee proposes to do away with this anomaly and has therefore recommended grant of fixity of tenure to all verumpattamdars whatever may be the classification of the lands included in their holding. This proposal is in keeping with the trend of public opinion that a man who has made some improvements on his land included in his holding should be allowed to enjoy uninterruptedly the benefits of his labour and should have the incentive to make further improvements without the constant fear that he will be turned out. Payment of compensation for the improvements made which is provided by the Malabar Compensation for Tenants Improvements Act is *no substitute* for this. Further dry lands are cultivated with fruit trees. The area under fruits and roots is very considerable in Malabar. In the interests of such cultivation, fixity for dry lands is essential. The recommendation of the Committee to grant fixity of tenure to all verumpattamdars is supported.

8. The District Judge of South Malabar does not recommend fixity of tenure in the case of dry and garden lands for the reason that the tenants are sufficiently protected by the provisions of the Malabar Compensation for the Tenants Improvement Act of 1900. Two of the Honourable Judges of the High Court are of the opinion that fixity of tenure should be granted for verumpattamdar without any restriction as to the area and nature of the land held by him.

9. *Fixity of tenure to kanamdar, kuzhikanamdar and customary verumpattamdar.*—The Act confers qualified fixity of tenure to all customary verumpattamdars, kuzhikanamdars and such of the kanamdars as are not excluded under section 17 (*c*) of the Act.

10. *Kanamdars.*—The Committee do not propose to do away with the provision made in section 17 (*c*) of the Act excluding cases where kanartham exceeds 60 per cent in South Malabar and 40 per cent in North Malabar of the janmam value, since the kanamdars in such cases are really the mortgagees. As such, the mortgagor's right to redeem a mortgage should not be interfered with. As has been remarked already in Chapter III, the kanam in North Malabar is quite different from the kanam tenure in South Malabar. There is no kanam tenure in North Malabar so far as the wet lands are concerned, similar to the one which is met with generally in South Malabar. In cases where they exist, they are really mortgagees with possession. The mortgagee appropriates the rent towards the interest of the money advanced. Where the mortgage amount is low, he undertakes to give a small rent which is really the difference between the assessed rent and the amount required as interest on the mortgage amount. It is prevalent in some places and particularly in Kurumbranad taluk, that in ordinary leases by the kovilagams and other stanams, a few rupees

are shown as kanam, where really no amount is actually advanced. This was with a view to escape the heavy stamp duty and the registration fee and also court-fee, if a suit had to be filed for eviction later on. This small amount does not bear any interest. In some other cases of leases of gardens in Kurumbranad taluk, small amounts are shown as kanam amount. Such leases are known as kanam kuzhikanam. Really such tenures are under kuzhikanam. In both the Bills introduced by Sir Krishnan Nair, such "nominal kanams which are charged over kuzhikanam or lease of paddy lands shall not be deemed to be kanams for the purpose of this section." During the discussion of the Bill which led to the passing of this Act, there was a resolution to remove such kanams from the scope of the Act. But this was not accepted. There is a general complaint among the janmis and tenants in Kurumbranad taluk that as all such leases are treated as kanam, the rent has become inflexible which works to the disadvantage of both the landlord and the tenant. It is desirable that such cases should be treated only as kuzhikanams and not as kanams.

11. Section 17 (*c*) (2) excludes kanams where all the lands included in the holding are dry lands. Thus, a kanamdar whose holding consists of only dry lands has no right to demand renewal. There appears to be no reason to deny the right to claim renewal to such kanamdars. Diwan Bahadur Mr. Raghavayya's Committee has excluded such cases on the ground that there had been no demand for such a right and that legislation should proceed cautiously. Whatever might have been the justification for such a view at that time, it does not appear now to be reasonable to exclude those cases from the benefit under the Act. The Committee have, therefore, recommended to grant fixity of tenure to those kanamdars also. In view of the proposal to grant fixity of tenure even to verumpattamdars holding dry lands alone, the present recommendation is logical and I support it.

12. The District Judge, North Malabar, has observed that the grant of fixity to all intermediaries without any constructive proposal to solve the problem of intermediaries will eventually add to the burden on the land. One of the Honourable Judges of the High Court considers that non-cultivating kanamdars should be excluded from the benefit of the section. In regard to the objection of the District Judge it has to be pointed out that the tenancy legislation till now attempted in Malabar has not tried to introduce any violent changes in the existing order of things. What has been attempted hitherto is to evolve a scheme whereby necessary adjustments are made to improve the existing relationship between the landlord and the tenant and give the changes introduced a statutory basis. Further, it is well known that a good kanamdar is not evicted ordinarily. Janmi gets the usual renewal fees and the tenant is allowed to continue on the old terms. The present Committee has now merely proposed to give a statutory basis for the longstanding practice of the kanamdar continuing on the same holding for a long time. With reference to the opinion of the Honourable Judge of the High Court regarding the non-cultivating kanamdar, Diwan Bahadur Mr. Raghavayya's Committee has discussed the reasons why such kanamdars also should be given the

fixity of tenure. They came to the conclusion that no distinction should be made between a cultivating kanamdar and a non-cultivating one for three reasons. They are: (1) Even the non-cultivating kanamdar was very rarely evicted in the past; (2) kanamdars form a very large section of the middle classes of Malabar and in the interests of the general social well-being, their rights, which they were enjoying for a long time, should not be curtailed; and (3) it is believed that the kanamdars were originally responsible for all the improvements on the land; so, it is not fair that they should be liable to eviction.

13. It may be urged that this privilege need not have been extended to sub-kanams or kanams created in future. So long as the present system continues, there is no reason for excluding them from the benefits of the fixity of tenure. Even in the interests of cultivators, it is desirable that such fixity is enjoyed by all the kanamdars. If the kanamdars are ever at the risk of being evicted, the tenants under them will also be insecure. In every suit of eviction against the intermediary, the cultivating tenant also is impleaded. Further, this right is closely connected with the fixing of the renewal fees. Since fixity of tenure was conceded to the kanamdar, he was required to pay a higher rate of renewal fees than what he would have been asked to pay. If one right is affected, the other also will have to be interfered with. This will disturb the existing arrangements for the payment of renewal fees. In these circumstances, there is no case for interfering with the rights conferred by the Act. All that can be done now under the present circumstances is to see that no further benefit is extended in future.

14. The Committee next propose that the fixity of tenure should be extended in favour of all "real kanams" and tenures converted into mortgages. It is not clear as to what they mean by "real kanams." I presume that all tenures where some appreciable advance is made to the landlord will have the benefit of the fixity. I have submitted in paragraph 10, that kanams, kuzhikanams or verumpattams, where only a very small amount is paid as advance, might not be treated as kanams for the purpose of this rule.

15. During the enquiry by the Committee, it was brought to light that the existing tenures were recently converted to simple mortgages with a view to evade the provisions of the Act. The Committee recommend that such cases should be treated only as verumpattam, or kanam or kuzhikanam as the case may be. It is only reasonable that all cases where the mortgage is shown to have been granted in place of verumpattam, kanam or similar kanam with a view to evade the provisions of the Act, should be treated as verumpattam or kanam, as the case may be. This recommendation is reasonable and I support it.

16. *Commercial sites.*—The Committee have proposed to grant fixity of tenure for what are called "commercial sites." Commercial sites are defined as lands which are not used mainly for agricultural purposes or for kudiyiruppus. No special reason has been given for recommending fixity of tenure to tenants holding such lands. The janmis' representative on the Committee has strongly opposed this recommendation. The District Judges of North Malabar and South Malabar are against this proposal. Commercial sites are valuable and fetch higher rents than an ordinary site. There appears to be no reason why the janmis should not have the right to get a share of the increased income from such lands. I do not support the recommendation. The Compensation for the Tenants Improvements Act gives sufficient protection to the tenants in cases of eviction, if any.

17. *Restrictions for the grant of fixity of tenures.*—Two suggestions with a view to restrict the grant of this right, were made to the Committee. The first was that fixity of tenure should be restricted to the area required for an ideal farm or economic holding. The Committee have not proposed to fix the area in the possession of a cultivator which may be considered as an economic holding. This is not an easy matter. The economic holding depends on several factors, and the consideration of this question is beyond the scope of the present report. The second suggestion is about the sales by cultivators to non-cultivators. The Committee do not propose to place any restriction on the right of alienation enjoyed by the tenant. Their main reason is that such a proposal will affect the rural credit to the detriment of the tenants. Such a restriction necessarily means a limited market for the land and consequent diminution in the value of the rights. The tenants' representative on the Committee thinks that such restriction is necessary since otherwise the purpose of the tenancy legislation will be lost if rackrenting for the future is not prevented. This objection seems to have some force. It seems that some provision, as suggested by Diwan Bahadur Raghavayya Committee, may be made to prevent the alienation to non-cultivators. The suggestion then was that transfer from a cultivating tenant will be voidable at the instance of the landlord if the transferee will not himself become a cultivator within a reasonable time, say before the next cultivation season after the transfer is made. Such restriction seems to be necessary and I recommend it. The intention of the tenancy legislation is to protect the interests of the bona fide cultivators and not to give them facilities for speculating on land, and not to create further subordinate interests. There is a similar provision in the Punjab Land Alienation Act, 1900.

NATURE OF THE RIGHT NOW ENJOYED BY THE CULTIVATING VERUMPATTAMDARS.

18. The existing provisions of the fixity of tenure to the cultivating verumpattamdars are the result of important amendments in the original bill prepared on the recommendations of Diwan Bahadur Mr. Raghavayya's Committee report. The original bill contained provisions for granting fixity of tenure only on the tenant's application and on his furnishing security. The Committee considered that it should be left to the option of the tenant whether he would like to have the right with the corresponding obligation to furnish security. But the Select Committee altered these provisions with the result that all cultivating verumpattamdars got the right without any application, or liability to furnish security. The members of the Select Committee considered that though the verumpattamdar was only a tenant-at-will, he was not ordinarily disturbed and the award of the fixity of tenure was not doing anything violently repugnant to

the genius of the agricultural system or to the popular sentiment in the district. As regards security, the Committee felt that the insistence on it was really a denial of the fixity of tenure proposed to be granted since the tenants were poor. Further, in view of the facilities proposed for the collection of rent, there was no need for security. So these provisions were deleted by the Select Committee.

19. During the debates in the Legislative Council, there was heated discussion about the need for the security by the tenant. The Council accepted the deletion which the Select Committee had made. The Bill thus passed by the Council was, however, returned by His Excellency the Governor with a recommendation that the condition for furnishing security might be inserted. On this, the Legislative Council allowed the inclusion of the section in the Bill, but added a proviso that it should exempt from the operation of the Bill tenants of three years' standing who had not furnished any security previously. The Bill thus passed, was once again returned by His Excellency the Governor for the deletion of the proviso. Eventually, this was done in the Council and the existing provision in the Act inserted.

20. Under the existing Act, the freedom from arbitrary eviction can be claimed by the cultivating verumpattamdar only on suit by his landlord. The suit must be at the instance of 'his' landlord. But, under the original Bill, the right could be availed of not only against the landlord under whom he held, but against all interested in the land who might have superior rights over such landlord [clause (6) of the Bill]. The Bill required that, on applications by the tenants, notice should be issued to all persons interested in the land. They were to be consulted before the grant of the fixity of tenure. When once fixity was granted, the tenant was secure from eviction by *all* who had received such notice, except for the special grounds specified in the Act. In cases where the cultivating verumpattamdar hold the land under a verumpattamdar, his position is now insecure. The moment the cultivating verumpattamdar ceases to cultivate, he loses his right of the fixity of tenure. The relationship between him and his landlord will be regulated by the general law. In such a case, his landlord may file a suit for eviction under the ordinary law. The cultivating tenant under him (cultivating verumpattamdar) is then under no protection. The cultivator's possession is uncertain since his landlord's interests are precarious. It is likely that the cultivator may suffer. The elimination of not be disturbed from his possession by *any one* except for such grounds as are specified under section 14 of the Act.

At present, the cultivating verumpattamdar has to suffer for the default of others. If any of the intermediaries between him and the janmi is in arrears of rent to his superior landlord, eviction suits are filed in which all persons interested in the land, the cultivating verumpattamdar also, are impleaded as defendants. Even if the cultivator is regular in payment, he is not free from this trouble. This question has been dealt with at some length in the Chapter on Intermediaries and under tenure holders

(Chapter IX). I would submit here that the actual cultivating tenant should not be disturbed on any account, so long as he is not in arrears of rent, subject to the right of the landlord to proceed against him under Section 14 of the Act.

Fixity—Heritable and alienable.

21. Fixity of tenure at present enjoyed is both hereditary and alienable. This is in accord with the general sentiment in Malabar which has always recognised the right of transfer and sub-letting of rights in land. The Committee recommend that this practice may continue and no restrictions need be placed on the rights on heritability and alienability. I support the suggestions, except in some cases referred to in paragraph 17, where the transfer of the land to non-agriculturists is proposed to be prohibited.

Conclusion regarding fixity.

22. The Committee have proposed that fixity of tenure, both heritable and alienable, should be granted to all clasess of tenants, present and future, holding land of any class whatever, but not to kanamdars who are really mortgagees, or in respect of lands cultivated with pepper, as the principal crop, fugitive crops or products such as coffee, tea, rubber or cinchona. I support this recommendation except in respect of lands cultivated with pepper as the principal crop. Such lands also may have the benefit of fixity of tenure.

Grounds of eviction.

Need for making the existing provision more comprehensive.

23. The Committee next proceed to consider whether the fixity already conferred should be made more comprehensive. Under the Act, only a qualified fixity is granted, and it is subject to defeasance on certain conditions. The grounds for eviction are laid down in sections 14 and 20 of the Act. The main grounds for eviction are (1) denial of title, waste and collusive encroachment. These are covered by clauses (1), (2) and (4) of sections 14 and 20. (2) Failure to take a renewal by a kanamdar, kuzhikanamdar or customary verumpattamdar [clause (3) of section 20]. (3) Failure to pay rent [clause (3) of section 14]. (4) Failure to furnish security [clause (7) of section 14]. (5) Bona fide cultivation and building [clauses (5) and (6) of sections 14 and 20].

In regard to (1), namely, clauses (1), (2) and (4) of sections 14 and 20, there have not been any specific complaints. Very few suits have been filed on these grounds. The tenant cannot have a reasonable grievance if he is evicted for any of these grounds.

24. In this connexion, it is for consideration whether ground (2) in section 20, i.e., wilful waste, is adequate in the case of kuzhikanams. Under the Act, only intentional and wilful waste is a ground for eviction. This clause contemplates the doing of a positive act. Omission to do what is necessary has been excluded from the scope of the clause. Thus, if a tenant neglects to maintain the garden properly, he cannot be liable for eviction

under the Act. The land is given on kuzhikanam lease with the view of maintaining and improving the garden and also for planting fresh trees. In their proceedings, dated 5th August 1856, the Court of Sadr Adalat have recorded the then existing practice in the following terms: *Kuzhikanam*: "In the event of the tenant failing to reclaim the land, plant trees and otherwise fulfil the conditions of the deed, he may be dispossessed by the landlord before the expiration of the petriod specified." Even in the case of kuzhikanam of waste lands for improvement, the Court has laid down that "Failure in either of these respects, i.e., to pay a stipulated rent as well as to bring new land under cultrue" will render the tenant liable to ejection. Rajah Sir Madhava Rao's Committee recommended that waste or unhusbandlike cultivation should be one of the grounds for eviction. Thus, if the cultivation was not carried on properly, the tenant could be evicted. Sir Charles Turner has observed that the old customary law did not allow forfeiture in such cases. But such a provision seems to be necessary now, in the case of kuzhikanams. A few ryots represented to me that their gardens were neglected badly by their tenants, with the result that they had to suffer in their income owing to the indifference of the tenants.

I realize that this new provision will give room for different interpretations as to what is 'neglect', but it cannot be helped. Further, even the present provision of wilful waste would give rise to similar difficulties. Thus, I would submit that unhusbandlike cultivation or neglect in cultivation in the case of gardens be included in clause (2) as one of the grounds for eviction, under section 20 of the Act.

25. *Failure to take renewal.*—The Committee have proposed that the renewal may be abolished. In view of this recommendation, this ground will not be operative. I am not, however, for the proposal to abolish the renewal system. So, it is necessary to examine this provision. The present provision is necessary, and it may be retained. I would submit that the cultivating verumpattamdar or any intermediary between him and the defaulting intermediary, may be allowed to purchase the rights of the defaulter in preference over the janmi.

26. *Failure to pay rent.*—Clause (3) of section 14 provides that the landlord is entitled to get his tenant evicted if he fails to pay the rent within 3 months of the due date. This is a right very much valued by the landlord. When fair rent is fixed, the tenants cannot have any difficulty in paying the rent regularly. The Committee have recommended the retention of this provision with some modifications which they consider necessary. The modifications proposed by them are mainly with reference to the double crop wet lands. In regard to these lands, the ordinary stipulation is that the rent shouldb e paid in two instalments, the first instalment relating to the first crop in the months of Kanni, i.e., September-October, when the first crop harvest usually will be over, and the second instalment relating to the second crop in the months of Makaram, January-February, when the harvest of the second crop will be completed. The three months' time allowed for the tenants to pay up the rent has created some practical difficulties. In such cases, the suit for eviction cannot be filed before the summer vacation of the civil courts and consequently the possession of land cannot be secured in time for starting agricultural operations for the next season. It is to obviate this difficulty that the Committee have proposed to amend the provision by allowing time only up to 30th Kumbham (February-March) for payment of both the instalments, and default to do this is made a ground for eviction. This proposal is criticized by the representatives of the tenants on the Committee. Their main argument is that where the present Act has allowed the tenants three months' time to pay the rent, the Committee's proposal allows them only one month to do so in respect of the second instalment. One of the members of the Committee suggests that failure to pay the rent before 30th Kumbham may be a ground for the landlord to sue for arrears, but eviction should be allowed only if the rent for a year is not paid before the 30th Kumbham of next year. Another representative has gone a step further and considers that the landlord's right to sue for arrears should be restricted to cases where arrears are not paid before next Kanni and failure to pay the whole or any part of the rent for two consecutive years alone should make the tenant liable to be evicted.

27. After the fair rent is fixed, there should be no justification for any default or delay in the payment of rent. In Malabar, the tenants are not generally regular or prompt in the payment of rent of their landlords. A fairly large percentage of eviction suits relates to suits for non-payment of rent. Suits for sale under section 41 of the Act for default in payment of arrears are heavy in North Malabar. The number of suits filed in faslis 1350, 1351 and 1355 are 2,779, 3,192 and 2,037, respectively. Eviction is an effective weapon used against the tenants to enforce regularity in payment. The mere fear of eviction is sufficient to make them regular. If this provision is removed, realization of arrears will be almost impossible. I support the suggestion of the Committee for retaining the existing provision of the Act.

28. While holding that the tenant deserves no consideration when he defaults in payment for a long time and that eviction is not a harsh remedy, we have to consider whether the landlord should be enabled to take the land after eviction. It is now generally accepted that large extents are now locked up with some of the janmis, that the land monopoly in Malabar should be broken up, and that the landless people should be allowed to have lands for their cultivation. The right of the landlord to take back the lands for their own cultivation under clause (5) is allowed to be exercised only under strict conditions. The trend of the Tenancy reform in other countries and in other provinces is to prevent accumulataion of large extents of land under one landlord. Such being the case we have to consider whether in case of default by the tenant, the landlord should automatically get back his land from the defaulter. If this is done, our efforts to restrict the cases of eviction for the owner's cultivation under section 14 (5) are not worth taking. So I would submit that even in cases of

eviction due to non-payment of rent, the desirability of allowing the landlord to take back his land should be considered. If he has only small extents of land under his cultivation, he can have the land after the tenant is evicted. But if he has already large extents of lands, larger than what he needs, there will be no purpose in adding on this land also with his lands under occupation. I would submit that he should have the land only if he is really in need of lands for his cultivation for the maintenance of himself and of his family. If, all along, the land was only under a tenancy, there is no purpose in his getting it when the tenant defaults payment. It may be urged that when he gets it back, he may lease it out to others and that the discretion to use his land in any way he chooses need not be fettered. But the tendency with the landlords seems to be to get back the lands from the tenants as far as possible. Under the pretext of direct cultivation, lands are taken up. But they are really cultivated by the tenants under the name of agricultural wage-earners. The independent status of a tenant is reduced to that of a dependent wage-earner. If in an eviction suit the tenant pays in court the entire arrears with interest and cost, the suit shall be dismissed under section 15 (3) of the Act. If this is not done, it would appear that a decree for ejectment should be passed. But such a result when the janmi has enough and more of lands under his cultivation, is not desirable. I would therefore submit that the janmi should be given the option to choose a cultivating man as his tenant. In such a case the court may direct the land being delivered to him on behalf of the landlord subject to his paying the fair rent to him. But if the landlord fails to nominate such a person as his tenant within a reasonable time, the court should proceed against the interest of the tenant and bring it to sale under section 41 of the Act. The sale should be restricted to actual cultivators. Thus in a suit of this nature, the janmi should prove that the land is really necessary for the requirements of himself and of his family. But if this cannot be proved he should choose a cultivating tenant. This option is suggested to avoid the land passing on to the tenants who may not be acceptable to the janmi. I would submit that this procedure will break up the relative land monopoly in Malabar and will be an easy step for securing gradually lands for the cultivation by landless people and tenants with small extents under them.

29. This proposal will be strongly objected to by the janmis as infringing their rights over their property, but it is only recognizing statutorily what is taking place generally and what has to be done and what should be done in the changing conditions of the relationship between the landlord and the tenant. If the janmi could have allowed the land under a tenant for a long time, there is no justification for its being taken back on the default of the tenant unless it is really needed.

30. In regard to the time allowed for payment, the time-limit proposed by the Committee for filing a suit seems short. Suit should be the last resort but sufficient time should be given to the tenant. If he fails to pay up the arrears within that time, the remedy should be effective and deterrant. I would recommend that a two years' time may be given to the tenants. But, after that period, they should not be allowed to have any dilatory tactics.

In such cases, when suits are filed, tenants should not be allowed to plead unless they deposit at least one year's rent in court. Any plea which may be urged by the tenant to explain the delay in payment, should not be accepted unless he had previously intimated it to the landlord by a registered letter. He should not be allowed to plead any special difficulties which he might have had, if he had not intimated them to the landlord. The Malabar ryot may be poor and ignorant, but he is not generally a stranger to the civil courts and their main technicalities. I would, therefore, submit that two years' time may be given for the payment of rent before the landlord is allowed to file a suit for eviction.

Since a period of two years has been given, I would recommend that the tenant should not be allowed to continue as tenant, if the court should hold that there was no justification for the delay in payment. But there is now the provision under section 15 (3) under which the eviction suit can be got dismissed by the deposit of the arrears with interest and cost. To give the benefit of this provision also to the tenant, he may be allowed to avail of this provision for two occasions, i.e., for four years. Subsequent default does not deserve this special concession. I have already suggested that in such cases, the landlord should be required to lease it out to others, if the land is not needed for his own necessity.

31. The Committee considers that non-payment of rent should be a ground for eviction only in respect of verumpattamdars. The District Judge, North Malabar, considers that all tenants should be liable to be evicted for non-payment of rent within the prescribed period. Under Sir Krishnan Nair's bill, failure to pay rent for two years by such tenants (kanamdars, etc.) in spite of written notice, was a ground for eviction. The Committee's recommendation seems to be reasonable in view of the fact that the kanamdars and kuzhikanamdars are tenure-holders who are well off and who have advanced money to the janmi. If the provisions for the renewal of these tenures are rigidly followed the rent will not become accumulated. I support the proposal of the Committee in this respect.

32. *Failure to furnish security.*—The present Act gives the landlord the right to demand security from cultivating verumpattamdars and under clause (7) of section 14 of the Act, failure to furnish security is one of the grounds for eviction. This disability does not operate in the case of the following tenure-holders, viz., kanam, kuzhikanam and customary verumpattamdars. The Committee proposes to amend this provision by limiting the landlord's right to demand security to cases where the cultivating verumpattamdar has made default for one year. The reasons for this suggestion are (1) that the verumpattamdars, as a class, are so poor that they are not able to furnish security and (2) this exemption will have the effect of making them prompt in the payment of rent, for fear that otherwise security will be demanded. The right to evict where the tenant fails to comply with the demand to furnish security when he has become liable, is proposed to be retained. The Committee have restricted that the demand for security should be made within 12 months of the default and this liability should be attached only to verumpattamdars.

33. The tenants' representatives on the Committee are of the opinion that this provision relating to the furnishing of security should be abolished as the landlord can have the remedy of eviction for non-payment of rent. The landlords, however, generally want this provision to be retained, so that they may insist on advance rent being paid where the cultivating tenant defaulted.

34. Over this provision, there was a good deal of discussion during the debates in the Legislative Council as was referred to in paragraph 19 above. The Select Committee pointed out that this provision regarding the deposit or security, practically amounted to a denial of the fixity of tenure conferred under the Act. Hence, they deleted this provision in the original Bill. The main reason urged in favour of this provision, namely, demand of security or deposit, is that in certain parts of Malabar, there might be difficulty with regard to the use of section 15 of the Bill which gave the right to the landlord to distrain the movables for arrears of rent, and, to avoid this trouble, the power of distraint was removed and this provision was proposed to facilitate the realization of rent. Whatever might have been the reason for making this provision, it seems that it is now no longer necessary. In most places, security or deposit is not made actually. So, the provision is a dead letter, but in some other places, it has caused hardship to the ryots. It has proved a terrible weapon in the hands of some unscrupulous janmis. It is said that, in some cases, the tenants have mortgaged their lands to get money for paying the advance. Owing to the inability of the tenants to comply with the demands of the janmi, they are forced to surrender their holdings. A class of tenants, who invest money for this purpose, is said to be springing up in some portions of the district. The payment of advance, which is what the provision amounts to, is not common anywhere. In some places, in other districts, where there is keen competition, tenants pay large amounts as advance in consideration for allowing them to cultivate the lands; such cases are rare. Rent is the consideration for the use of the land. It is not equitable to demand any payment before the tenant could get any benefit from the land. Most of the tenants with small extents under them are poor and may not be able to comply with the demand for security. At any rate, the present provision is not availed of. In some places, it has led to hardship to the tenants. In either case, it is not necessary. The remedy of eviction can be tightened up rigorously.

35. *Bona fide cultivation and building [clauses (5) and (6) of sections 14 and 20].*—This has become a highly controversial point. Under clauses (5) and (6) of sections 14 and 20 of the present Act, the landlord can evict the cultivating verumpattamdars and certain other tenants when their term has expired, if he requires the holding bona fide for his own cultivation or for the cultivation by the members of his family or for building purposes for himself or his family. The tenants require that this right should be abolished or restricted. The landlords press for retention of this right, as, according to them, the tenancy legislation is intended only to prevent arbitrary evictions but not to do away with the landlord's right to get back his land for his own use. The Committee have found on the evidence tendered before them, that these provisions have been abused. Various suggestions were placed before the Committee to prevent abuses. They are examined below.

SUGGESTIONS MADE TO THE COMMITTEE EXAMINED.

36. The first suggestion is that the provisions of sections 15, 21 and 43 should be made more rigorous. Sections 15 and 21 of the present Act enable the tenants to get back possession of the land if leased out to a new tenant within six years or the house is not constructed within six years. The period in the latter case is suggested to be restricted. Section 43 requires that the landlord should be compensated before the tenant can regain possession. This also is suggested to be amended. The suggestion is that if the tenant is put back in possession under section 15 or 21, the tenant should not be asked to repay the cost of the improvements received by him at the time of eviction or asked to pay the value of the improvements made by the landlord during the interval. These suggestions were obviously made with the idea that, if they were strictly enforced, evictions would be made only in genuine cases. The Committee, however, considered these proposals to be very drastic and have not, therefore, accepted them.

37. The second suggestion made to the Committee was the total abolition of this right. This suggestion is against the accepted principle of relationship between the landlord and the tenant. It will work hardship on the middle class janmi families, where partition is taking place on a large scale as a result of the Marumakkattayam law. The Committee have not, therfore—accepted this suggestion.

38. The third suggestion is the imposition of a time-limit after which this right should not be available to the landlords. This also was rejected on the ground that it was unreasonable and drastic.

39. The fourth suggestion is to exempt certain classes of tenants from the liability to be evicted. The suggestion is that the tenants whose holding does not exceed 5 acres of wet land or 2 acres of garden land, should be exempt. If this is accepted, most of the landlords will have no tenant from whom they can get back any land for their own use. Even if the extent is reduced, the provision can be evaded by collusive sub-letting. Since this suggestion is practically denying the right of the landlord, the Committee have rejected this suggestion. Thus all the four suggestions made to the Committee were rejected by the Committee. I support their recommendation.

40. The fifth suggestion seeks to exclude three classes of landlords from exercising the right of eviction. Those classes are (*a*) poor class of janmis, (*b*) stanams or religious or charitable institutions and (*c*) landlords who have lands larger in extent than the limits fixed by the Committee. The term 'Poorer landlords' is difficult to be defined. To fix the definition on an income basis will result in unpleasant inquisitions into the landlord's means in every suit for eviction. So the Committee are not in favour of this suggestion in (*a*). In regard to item (*b*), the abolition of the right of eviction in the case of stanis and heads of charitable and religious institutions is accepted by the Committee with some

modifications. In the case of stanis, the total abolition is recommended. The main grounds for doing so are that the question of personal cultivation does not arise in the case of a stani, since he comes to the stanam at an advanced age when he is not likely to take up cultivation himself. I support the recommendation of the Committee. In regard to charitable and religious institutions, it is proposed to grant restricted right to evict the tenant where such bodies required the land for extending their premises. They have, however, to secure a certificate from the Collector of the district about the need for it and the extent actually required for the purpose. This proposal also is supported.

THE COMMITTEE'S RECOMMENDATION BASED ON THE LAST SUGGESTION.

41. The Committee's recommendation in regard to (*c*) is that the landlord may exercise the right of eviction subject to the proviso that the extent from which the tenant may be evicted for both the purposes of cultivation and building and the area which is already under the direct possession of the landlord or any member of his family shall not exceed the maximum extent fixed by the Committee. Thus any landlord who has more than this maximum extent cannot be allowed to exercise this right at all. If he has not got already sufficient land on the scale fixed by the Committee he is entitled to get back from tenant only that extent which is necessary to make up the limit fixed as being sufficient for his requirement. Even though janmi has a genuine intention to take up more lands for his cultivation he cannot do so. His right of ownership over his own property has been restricted to the extent that he cannot have, directly under his cultivation, more lands than are necessary, for the actual needs of himself and of his family.

42. The Committee then propose to lay down the maximum extent of land which will be deemed to be sufficient for the requirements of the landlord for working out the principle. They consider that five acres of land for every member of the family is reasonable. This extent has been fixed with reference to the average size of the holding in the Province and is therefore considered as an economic holding. Forest lands and waste lands and lands on which fugitive cultivation is carried on are not included in the limit of 5 acres. In the case of small joint families containing more than one but less than four members, the Committee have suggested that the maximum should be fixed as 30 acres. The tenant's representatives on the Committee require a lower limit to be fixed for the landlord's requirements. Further, one of the members of the Committee has suggested that a further restriction which may be imposed, viz., that where the landlord's family gets an income exceeding Rs. 1,500 for a year he should not be entitled to exercise the right to evict the tenant for his own cultivation or building purposes.

43. The principle of laying down one uniform scale for the size of the holding for each person is unworkable in practice and inequitable. This does not at all take into account the social status of the landlord. The needs of the poor man are very much less than those of a rich and ancient landlord who has been accustomed to a high standard of living all along. The attempt should be to raise slowly the standard of living of the poorer classes but not to lower down the standard of the higher classes all at once. Some of the poorer classes may not require much large extents and may not perhaps turn them to good and profitable account. The tendency will be only to get what they require from the increased extent of land with the result that the lands will not be cultivated as intensively as might be done. The poor landlord will have no incentive to tap the utmost resources of the land, for his wants are comparatively few. Further one uniform scale for the whole district will be equally unfair. The yield of the land varies from place to place according to the nature of the soil and the rainfall. One uniform scale for all localities and for all classes of people will thus result in considerable hardship. The actual requirements of the landlord can therefore be determined only with reference to each individual case.

INTERPRETATION OF "BONA FIDE CULTIVATION" AND THE PASSING OF THE AMENDING ACT OF 1945.

44. The existing provisions for eviction for bona fide cultivation by the janmis have given rise to considerable litigation. What bona fide cultivation is has been the subject-matter of several civil suits. This question was set at rest by a ruling of the Madras High Court in 1941. Their Lordships held that the words "requires the holding bona fide for his own cultivation" mean "a genuine intention on the part of the janmi to cultivate and not a real need to do so." Their Lordships further held that if the court is convinced that the janmi has really the intention of cultivating the land he is entitled to be put in possession of it. The fact that he has sufficient land under cultivation elsewhere to provide the needs for himself and his family matters not. After this decision there has been considerable increase in the filing of eviction suits. This period synchronises with the time of higher prices which give considerable impetus for cultivation and also the breaking up of families due to partition as the result of the Marumakkattayam law. It cannot be definitely said to what extent each of these causes is responsible for the increase in litigation. The fact, however, remains that suits have increased for getting back the lands by the janmis and the ruling of the High Court was helpful to the janmis. In this connexion attention is invited to the statistics appended. Eviction suits are rising in number. The figures for faslis 1351, 1352 and 1355 are—

North Malabar—448, 564, 1,410, respectively.
South Malabar—802, 999, 1,506, respectively.

On the report of the District Judge of North Malabar in 1942 to the Hon'ble the High Court, the latter invited the attention of the Government to the considerable increase in the number of eviction suits. The Government considered the question and came to the conclusion that the intention of the clauses was that there should be no eviction unless there was real necessity for the landlord to get possession of the land. So they held that the grounds specified in clauses 5 and 6 were based on the landlord's necessity. On this decision the Government passed an amending Act in 1945 giving effect to their interpretation of the two terms. Under the amended Act eviction under clause 5 of sections 14 and 20 should be allowed only if the landlord needs the holding for purposes of raising crops or other products for his own maintenance or for that of any member of his family, tarwad or tavazhi having a proprietary interest in the holding. Similarly eviction under clause 6 should be allowed only if the landlord needs the holding or part thereof for purposes of constructing the building for his own use or occupation or for that of any other member of his family, tarwad, tavazhi having a proprietary interest in the holding. The principle underlying this is the same as that recommended by the Committee.

Objection to Amending Act of 1945.

45. The recent amendment is being seriously objected to by the janmis. Recently the Malabar Landowners' Association has submitted a memorial to the Government representing that the latest Act has gone beyond the intention of the Legislature and Government and that it has taken away the proprietary interest of the landlord without any compensation. They request that in the future legislation such drastic changes may not be made and that the rights of the landlords may be restricted to the actual necessities of the situation.

46. The main representation that the amended Act is not in conformity with the avowed intention of the Legislature and the Government is not wholly ill-founded. It seems to me that the representation in this matter is partly correct. In support of this view I shall quote briefly the relevant portions from the statement of objects and reasons and from the speeches in the Legislative Council—

"*Statement of Objects and Reasons.*—The Government's position on this question . . . has been that it is not profitable to go behind decisions of Courts . . . which have recognized the full proprietary rights of the janmi. The Government are therefore of opinion that any future attempt at legislation should take that right as a settled fact and proceed on the basis thereof. As a corollary to that proposition they think that any attempt to take away the rights of the janmis in any substantial way whether it be by the grant of permanent occupancy rights or otherwise should be accompanied by adequate provision for reasonable compensation being paid to the janmi . . . They have accepted the recommendations of the Raghaviah's Committee with some variations . . ."

This is what Mr. Raghaviah's Committee says—

"This power of the landlord to take the land back for his own cultivation or use raises important considerations. The fixity given with the reservation of such a power may make the right somewhat illusory, but it must be said per contra . . . that except in the last Bill which Mr. Krishnan Nayar has sought leave to introduce no representative of the tenant's interests has ever objected to such a power being reserved. In fact it was in both the Bills of Mr. Krishnan Nayar. It is in the Bill as passed by the Legislature at his instance and it is in Mr. Kotieth Krishnan's New Bill. The tenant's representatives in the Committee were not only not against it but were keen on its retention. In short as a member of the Committee has put it, all Malabar wants it and no one has ever seriously objected to it. It seems therefore to the Committee that though theoretically it may seem an unreal thing to give a fixity with such a power retained in the hands of the landlord it solves many other difficulties which would arise if such a power is denied. . . It will be a means of encouraging cultivation of the land by the junior members of the growing landlord families in Malabar".

In notes on clauses, appended to the statement of objects and reasons the note appended against clause 7 A (4) is "this provides for the landlord's right to take back the land for his own cultivation or use."

47. *Proceedings in the Council.*—Mr. K. Madhavan Nayar, a representative of tenant's interests, has said "This Bill places a check on his absolute power of evicting his tenants capriciously and vindictively. What the tenants want is that the janmis should not use their powers arbitrarily. Let the janmis take back their lands for their own use. . . Only let him not dispossess the tenant for a real or fancied offence that the tenant has given him or to satisfy the needs or spite of a neighbouring tenant". . . The Hon'ble Mr. Campbell on 25th September 1929 has said:—"In this case if the small janmi wishes to do so under the provisions of this Bill, there are clauses included in it which will enable him to evict his tenant if he requires land for his own cultivation or for his family or tarwad or for building in certain cases". In another place he has remarked: "As far as I know there is nothing to prevent the janmi from recovering his land for cultivation by a member of his family or tarwad. That is provided for." In another place he has said thus: "I do not agree with the Hon'ble the mover of the amendment that the effect of this clause as it stands is to prevent a janmi from becoming a cultivator if he wishes to do so. In fact he is especially given the power under this clause of evicting the cultivating verumpattamdar for that purpose." On 3rd October 1939 Mr. B. Muniswami Nayudu has observed: "We give fixity in such cases but if the janmis think of cultivating their lands again and settle on the lands as honest cultivators and ask for an opportunity to do so, I do not think we can deprive them of that right. When honest janmis come forward and offer to be good cultivators and are prepared to invest all available capital on the land under their cultivation, they should be enabled to do so."

Sir A. P. Patro:—"If you recognize the fundamental principle that the janmi is the absolute owner of the land it follows that you should give him the right to cultivate his own land." Mr. K. Madhavan Nayar (a representative of the tenants of Malabar) has said: "For the time being let us have protection from arbitrary eviction." On 15th October 1929, Mr. Madhavan Nayar has said: "At the same time he (the janmi) can receive the land when he wants it for his own cultivation."

At the same time, the other view, namely, that actual need of the cultivator should be taken into account has not been ruled out completely from the discussions in the Legislative Council. The speeches of some of the members clearly indicate that considerations of actual need to the janmi are to be the main factor for consideration. The extracts from the speeches bearing on this point are noted below :—

Mr. B. Muniswami Nayudu has said on 3rd October 1929: "In such a case," (i.e., where a janmi who has large extent of land applies for eviction) "if the janmi comes forward and says that he wants the lands for his own cultivation then the court will hold that it is not bona fide claim." Sir A. P. Patro has said: "Only when he (the janmi) requires the land for bona fide purposes he should be allowed to have it. . . Whenever the janmi wants the land for his own purpose when there is a family necessity and he wants to cultivate the land for the maintenance of his family you cannot deny to him for all time." Mr. S. Satyamurthi has said on 3rd October 1929: "If a man says he wants the land for his own cultivation he will have to prove his bona fides. If he proves in a court of law that he really wants it for his own purposes or for members of his family he will have it." The Hon'ble Mr. Campbell: "If a landlord *really requires* the land for cultivation by himself or by members of his family, etc., he will be able to apply to the court which will require evidence to be adduced to show that the application is made bona fide. It is not sufficient for him to go to court and say "I want this land for cultivation. He must prove it. This is what we wish to insist upon."

It is thus apparent that it was even then realized that the need of the janmi was also relevant for the decision of the question.

48. The main reason why the first view was allowed to prevail then was to be found in the underlying principle with which all sections of the people interested in the legislation approached the subject. The Act was a matter of compromise between the interested parties in the several important matters. Each section of the people was actuated by a spirit of give and take in respect of the various conflicting matters. We see this anxiety in Mr. Raghaviah's Committee to evolve a common formula acceptable to both the parties. It is nowhere more patent than when dealing with this important matter. When the Committee's report was received by the Government they held a Round Table Conference of the janmis, kanamdars and tenants and tried to meet the wishes of all classes as much as possible consistent with the main principles of the Act which took into account the rights of the janmis over a very long period of years and the great hardships which the tenants were being put to in the past owing to arbitrary evictions. A few extracts from the speeches of the Members of the Legislative Council will be relevant in support of what has been stated above. Mr. B. Muniswami Nayudu has said "When for the first time we are taking away such rights (rights of the janmis) we must provide, when the janmis want to take the lands for their own cultivation and want an opportunity to be given to them for doing so, such an opportunity in this legislation. Mr. A. P. Patro refers to the Round Table Conference and has said "We had a principle enunciated by the Government and insisted upon as the fundamental principle upon which the Committee should proceed." At that conference the representatives of the janmis, kanamdars and the tenants were present and upon the principles agreed upon by them this Bill has been framed.

Mr. K. Madhavan Nayar has said: "The question of compensation is a very difficult question for the Government or for the Council to solve and the method of solution is that the janmi or the landlord be given the power to recover the lands when he wants it bona fide for his own cultivation. . . We have come to a compromise on this question. We have ourselves put forward our case very modestly. For the present let us have some protection from arbitrary eviction."

Thus it is apparent that the intention was to prevent arbitrary eviction. When the landlord wanted his land back bona fide; he was held entitled to it. His need for the land was also to be taken into consideration.

My suggestion.—What is to be the presnt attitude? Whatever may be the extent of the holding of a Malabar janmi, he is only a ryotwari pattadar though with some additional special rights over the soil. As all ryotwari pattadars, he has both the 'melwaram' and 'kudivaram' interest on the land. The actual cultivator cannot be considered as having kudivaram or permanent occupancy rights as a ryot in the zamindari area. It is true that the tenant has had a customary share in the produce of the land but no other right is clearly established. The landlord has the right to evict the tenant under certain restricted conditions. If he wants the land for his own cultivation he generally is given the right to take back the land. In Bombay, in the recent Tenancy Act (1946) there is a provision for the tenant being evicted when the landlord requires the land bona fide for his cultivation. Under section 7 (1) of the Act, the landlord has the right to terminate the protected tenancy after giving one year's notice, "if he bona fide requires the land for cultivating personaly or for any non-agricultural purposes." In the Tenancy Acts of some other Provinces there are no similar provisions. But they are zamindari areas mostly.

49. This right of the landlord cannot be considered to be absolute. It has been recognized that the Government can interfere with such rights in case of real necessity. The present position justifies such interference with such rights. Tenants as a class have not got sufficient extents of lands for cultivation. Some of the big janmis and rich kanamdars are having large extents under direct cultivation. Other are attempting to do so in some cases here and there. Such cultivation is carried on by the agents with the help of agricultural labourers. In such cases the agents get the benefit and the erstwhile tenant becomes the agricultural daily wage earner on the same land. In such circumstances it is necessary to consider carefully the application for taking back the land. The ruling by the High Court given to the provision in the tenancy Act of 1930 has resulted in the indiscriminate filing of suits. The

janmis have not been limiting this right to their bona fide needs. The test should be the actual need of the janmi with due regard to his social status and position and the number of members of his family. It is not desirable to lay down a uniform scale of maximum extent of lands for all janmis. Each case will have to be decided on its merits. At the same time we cannot ignore the fact that among the verumpattamdars there are several, who are holding large extents of lands cultivating them under their supervision. Some of them may have more lands than what they require and also more than what they can cultivate efficiently. In such cases it will be inequitable to decide the application of the janmi only on his needs. It is equally necessary to consider the needs of the tenant also. If the tenant has more lands than he needs then the janmi can get back the lands. As between the janmi and the tenant their needs being equal, the janmi should have the preference in having the lands which are owned by him. At the same time it should not be left to the tenant to refer the janmi to some other tenant who may have much larger extent than he needs. Such enquiry will be endless. So as between the two parties to the suit, the party who is in actual and pressing need of the land more than the other party should have preference.

50. I submit that this suggestion will meet the present situation. Neither party can have a legitimate grievance. Some of the janmis may however object to the proposal, but I would refer them to the past history. In the past, evictions were resorted to mostly for enhancing the rents. It does not at all appear that the lands were taken back by the janmis with a view to cultivate them directly. None of the proposals for the tenancy reform contain this clause. Mr. Logan's scheme allowed eviction in cases where the landlord required the land for non-agricultural purposes for improving generally the cultivation of his lands. There was no provision in Raja Sir Madhava Rao's proposals or in the Bill prepared by the Honourable Master's Committee. It is only in Sir Krishnan Nayar's Bill that we find this provision for the first time. It must be conceded that this right was never exercised or were rarely exercised by the janmis till the beginning of this century. It is true that times have now changed. The janmis may feel the necessity for cultivation of large extents owing to the partition of the Nayar family. Such cases are met by the provision that the janmi can get back the land when he is in real need for it. The proposal is merely to give a statutory recognition to the old practice with the modification found necessary for meeting the present-day conditions.

51. *Relinquishment.*—The present Act gives the tenant the right to relinquish after due notice but he has to tender all arrears and also forego kanam amount and the value of improvements. The conditions for surrender are stringent and the sacrifice involved in the exercise of the right is so great that the remedy would seem to be of doubtful benefit. In olden times also, there was a provision for surrender of the holding, but the penalty was not so heavy as at present. Major Walker has stated that in the case of surrender voluntarily, the kudian should sustain a loss of 20 per cent on the kanam amount. According to Mr. Graeme, the

mortgagor had a right to deduct from the principal 10 per cent to 20 per cent of the kanam amount, the rate depending on local custom. Sir Charles Turner noticed that the custom on this question varied in different places and that the courts eventually held that there could not be any surrender against the landlord's will before the expiry of the term.

52. The present provision under surrender is based on the recommendation of Diwan Bahadur Mr. Raghavayya's Committee, whose reasons are noted below briefly: "Any person who has obtained fixity cannot equitably be compelled to continue on the land if and when he finds it does not pay him to do so. His right to give up his tenancy seems to be implied in the general law, but to obviate any possible doubt the Committee thinks that express provision should be made permitting such a tenant to surrender his holding provided he gives sufficient notice to the landlord. As such surrender is without the consent of the landlord and might inconvenience him, it is equitable that, in such cases, the landlord should not be liable to pay compensation for improvements made by the tenant or his predecessor-in-title. The justice of this has been recognized by tenancy reformers as will be seen from Clause 29 of Sri Krishnan Nayar's Bill, as passed by the Legislative Council." The present Committee recommends to do away with the provision that the arrears of rent should be tendered before a tenant can relinquish his holding. The existing provision makes the defaulting tenant to continue in the tenancy and be adding to the arrears. There is no purpose in retaining this provision as a ryot relinquishes his holding only when it is unprofitable to him. The Committee's recommendation to delete this provision is supported. As recommended by the Committee, the tenant will continue to be personally liable for the balance of arrears, if any, after setting off the kanam amount and the value of the improvements.

The Committee recommend that the other conditions in the Act, namely, forgoing the kanam interest and the value of the improvements, may be retained. The tenants' representatives suggest that a tenant who surrenders his holding should be entitled to claim the balance of the kanam amount after adjusting the arrears of rent first towards the value of the improvement and then the kanam amount. Some others suggest that even the value of improvements remaining after such adjustments should be paid to the tenant. The District Judge, North Malabar, is in favour of this view. But these suggestions have been rejected by the Committee for the reasons given in paragraph 104 of their report. I agree with the Committee in this respect.

GENERAL REMARKS.

53. To my mind, it seems that the Malabar tenancy problem can be solved mostly, if not absolutely, if the question of security of tenure is satisfactorily settled. Heavy rents or the excessive renewal fees are not really serious troubles and worries to the tenant. Eviction or threat of eviction is the main cause of the worry and all the troubles of the tenant. From this scare, no tenant is safe. The poor and ignorant tenant and the rich, influential and educated kanamdar are alike affected by this. The former is afraid

of losing his means of livelihood; while the latter is dreadful of a fall in the estimation of the public. In the past, eviction was a ready weapon for the enhancement of the rent and also the means to satisfy the spite of the janmi or of some others against the particular tenant. Though rents or renewals cannot be enhanced, still some janmis threaten the tenants with eviction on other grounds, if increased rates are not paid. This is not very common. However, the weapon is available to serve the latter purpose, viz., to spite the particular tenant. If anyone who is ill-disposed to a tenant has any influence with his janmi, he can easily get a melcharth and cause him annoyance, whatever may be the ultimate result. The system of melcharth is still not dead, though it is restricted in its scope now. I would submit that freedom from unnecessary eviction is really the pressing need. Without it, the fixation of fair rent is not really helpful to the tenant. So long as there is the fear of eviction for some reason or other, the tenant will be inclined to meet the demand of higher rents than the 'fair rent.'

54. What is this present position due to? Two causes contribute for the present uncertainties of the tenure. They are: (1) default in payment of rent or renewal fees or the michavaram; (2) the difficulties in the system of working out the Compensation for Improvements Act.

55. It is notorious that the collection of rent in Malabar is difficult and that there are heavy arrears outstanding. In the East Coast districts, arrears are regularly realized and they are not allowed to accumulate as largely or on such a scale as in Malabar. This may appear to be inexplicable in view of the fact that the landlord in Malabar has the legal remedy of eviction, brought to the statute book. Eviction is the remedy; but as is true for all diseases, prevention is better than cure. It will be true to say that rent is but *really paid but it is actually realized* with the effect of the payee. The human tendency is to postpone any payment as far as possible, even though it may be a legitimate one and default may be to his own prejudice later on. Much depnds on the collecting agency. In the estates under the Court of Wards management, the accumulated arrears are collected without any difficulty, while in some private estates, even current rent is due. Koothali Estate (North Malabar) is under the management of the Government, as an escheat property. There is no doubt that the arrears are realized more regularly than in other estates. In Malabar, the collection work of most of the janmis is left to their agents, who are more interested in keeping the arrears than in collection. There is thus not sufficient pressure on the tenants to pay up their arrears. On the contrary, there seems to be some inducement for encouraging the default. The reason is that exorbitant rents are charged by the janmi for the arrears of rent. When the tenant agrees to pay such high rate of interest at 12 per cent or 18 percent, as is reported in paragraph 207 in Chapter XIII of the report, we can imagine with what earnestness the collection of arrears will be made by the janmi. The tenant is not above want. When instead of his being pressed to pay the fair rent, he is allowed to continue with such rates of interest, he is satisfied. He does not look to the ultimate consequences of such default. It is reported in the same paragraph that " instances are not rare where arrears of rent have

been allowed to multiply at the above rates for periods of forty and fifty years." When the arrears are allowed to accumulate, the tenants find it difficulty of even impossible to pay with the result that they stand to lose their holding.

56. Even without such high rates of interest, the arrears are allowed to accumulate in some cases. When a janmi gives a land on kanam to his favourite or near relation at favourable rates, he is indifferent in collecting the annual rent. The arrears are not thought of by him. When he dies, his successor may not be inclined to show the same concession to the tenant. The result is that the tenant is required to pay the accumulated arrears all at once. It would not have been a burden at all if he was required to pay the annual rent then and there. As a result of the accumulation of arrears, the tenant stands to lose his land. I understand that there are such cases.

The default of one tenant affects also the interests of others. If he should be a kanamdar, persons holding under him are also affected. If eviction suit is filed, all the tenants on the land are necessary parties, even though they are regular in payment of their rent.

57. It is, therefore, necessary, in the interests of all persons, *to ensure the regular payment of rent*. The recommendation in paragraph 207 in Chapter XIII of the report, to reduce the rate of interest will remove the inducement for the accumulation of arrears. Besides it, I would submit that the provision of eviction should be tightened up. If a tenant is in arrears for two years, eviction suit should be the rule and the tenant should be evicted. He should not be allowed to pay the rent then and escape from eviction. Sufficiently long time is given. If even after the enquiry of that period, he is in arrears, he does not deserve any concession. If necessary, the period of two years may be extended to three years. There is, however, the provision under section 15 (3) of the Act. Similarly, relief under *section 15 (3) of the Act for dismissal of the* suit can be made available for two occasions and should not be allowed to be availed of after that period. Delay in settlement of claims of rent will be only to the prejudice of the tenants. It is easy to prove the tenant's plea, if any, soon after three years. If the tenant finds that the existing rate of rent is high or if owing to failure of crops for reasons beyond his control, he is unable to pay the rent he may apply to the proper authorities, to get relief in time then and there. In the chapter on 'Rent', I have suggested the *permanent constitution of land tribunals*, presided over by the Revenue Divisional Officer and assisted by assessors, to deal with fixation of rents, revision of rents, etc. This proposal of eviction may appear to be hard on the tenants, but it seems to be a reasonable way of helping them in the long run. Regular payment of rent which will be fixed fairly should become a permanent feature of the tenancy. If this is achieved, it will have a great effect on the attitude of the janmis. The necessity for this cannot be overemphasised.

58. In case of kanams, opportunities for default are greater than in ordinary leases. There is no time limit fixed for the payment of michavaram. There is no provision for filing an eviction suit for default in payment of michavaram. I would wish that some

time limit is fixed for payment in this case also. But it will be against the long custom, and so I do not recommend it. The same result will ensure if the existing provisions of the Act regarding the renewal fee are enforced. If renewals are effected regularly, the previous rents will also be realized then. So, the remedy is to enforce the provisions of renewal rigidly. Thus, it seems to be that the remedy of eviction should be enforced, so that regular payment of rent and of renewal fees may be ensured. If the rents are paid regularly, much of the evil will disappear. At the same time, the tenants should be freed from the grant of melcharths in such cases, when there are no arrears at all.

Difficulties in working out the Compensation for Improvements Act.

59. The cultivating tenant often has to suffer for the default of one or other of the intermediaries on the land. When the intermediary is in arrears, the janmi proceeds against his interest on the land under section 41 of the Act. All persons interested in the land are impleaded as defendants. There may be disputes about the ownership of the improvements. Some of the improvements made by the tenant may be claimed by the intermediary. So the tenant is dragged in. To facilitate determination of such matters easily, I would suggest that everyone making any improvement on land should give intimation in writing to the Revenue authorities—Tahsildar preferably. In the deeds of kuzhikanams, mention is made about the ownership of the several trees. When any of these trees withers or is destroyed by natural causes or when new trees are planted, he should give intimation to the landlord and also get it registered in the registers of the Taluk office, on payment of a small fee. Disputes, if any, will be settled then and there by the Land Tribunal recommended to be constituted. The registration of rights in land in the records of the Taluk Office is not unknown. Similar procedure, with some modification, is found in the United Provinces Tenancy Act (section 77).

60. The suggestions made above are for the strict enforcement of regular payment of the lawful dues. If every one is regular in the payment of his dues, there will be very considerable reduction in litigation which is an important feature in Malabar. In this connexion, I would rely on the opinions of Mr. Wigram, who had considerable experience in Malabar and of Mr. Huddleston. After referring to the proclamation issued in Travancore, Mr. Wigram says: " The sum and substance of the proclamation is that tenants who pay their rent and customary fees for renewal cannot be ejected. Had a similar course been followed in Malabar, I firmly believe that it would have checked the rapacity of the landlord and encouraged the tenant to pay his rent regularly and to live on terms of amity with his landlord, instead of resisting him in the courts by false pleas and defences." Mr. Huddleston has said: " Thus the law would begin by expressly refusing to permit janmis or kanakkars to evict kanakkars or verumpattamdars except by sale of the latter's interest in their respective tenures for default of payment of the legal dues of their respective " Overlords ". Under some other grounds also, a tenant can now be evicted; but there is no doubt that the default in payment of lawful dues is the most important of them.

CHAPTER VII.—RENT AND REVENUE.

This Chapter deals with ' Rents ' and may be dealt with under two main heads—(1) relating to the kuzhikanams, kanams, customary verumpattamdars and other intermediaries and (2) rent on verumpattam tenure (ordinary lease).

PART I.

Rent on kuzhikanam, kanams and customary verumpattamdars.

2. *Rent on kuzhikanam.*—Fair rent has been fixed under the Act, but the cultivating kuzhikanamdar is liable to pay the fair rent only after the renewal of the tenure. What the ' fair rent ' is will be discussed later, when dealing with ' rent ' on gardens in the second part. The rent which the kanamdars, customary verumpattamdars and other intermediaries pay is based on contract and it is not changed. Generally such rents are favourable. There has been no demand for fixing the fair rent in such cases. They are tenure-holders and can look to their interests when entering into the contract. The Committee point out that there are some cases where the rent paid by the kanamdars and kanam kuzhikanamdars is higher than the ' fair rent ' payable under the Act. There is no reason why they should be required to pay more than the ' fair rent ' fixed for the verumpattamdars. They are in a worse position than the verumpattamdars, even though they have advanced money to the janmi. Their case deserves consideration as recommended by the Committee. The proposal of the Committee is that such persons should be allowed to convert their tenure into verumpattam tenure and that the money advanced should be treated as security for rent. In such cases, interest at $6\frac{1}{4}$ per cent should also be payable. I support this suggestion.

I understand that in some cases, the janmis are denying the benefits of the Act to the actual cultivators by not considering them as cultivating verumpattamdars but by treating them as mortgagees. There are verumpattamdars who have advanced small amounts as premium as ' munpattam ' or ' thalapad.' The amount of advance is nominal in most cases. It is either equal to or slightly less or slightly more than the annual rent. In such cases, the cultivator does not get the benefit of ' fair rent ' or ' fixity of tenure.' It seems necessary that such cases, where the premium is equal to or almost equal to the annual rent, the cultivator should be teated as a cultivating verumpattamdar. In some cases, the civil courts are reported to have held a contrary opinion.

PART II.

Rent on verumpattam holdings.

3. This may be considered under five main headings :—

(1) Quantum of fair rent (paragraphs 106–138).
(2) Machinery for fixing the fair rent (paragraphs 139–144).
(3) Procedure for payment of rent (paragraphs 144–145).
(4) Remission and revision of rent (paragraphs 146-147).
(5) Payment of assessment.

Rents.

4. Rent is the consideration payable or deliverable by the tenants for the use or occupation of land. In the case of agricultural land, rent is dependant on factors, such as (1) the fertility of the soil; (2) facilities for irrigation; (3) the pressure of population on the land; and (4) healthy or unhealthy nature of the locality. In Malabar, it depends also on another factor, viz., whether the tenant holds the land under a janmi direct or under an 'Intermediary' and, if under a janmi, whether he owns large extents of lands. It is well known that the rent under a rich and ancient janmi is comparatively less than the rent under an intermediary.

5. The modern theory of 'rent' is that it should leave enough to the cultivator of the soil to enable him to carry on the cultivation, to live in reasonable comfort and to participate to a reasonable extent in the progress and improving prosperity of his native land (Rent Law Commissioner). In Malabar, this wholesome principle has been recognized even from very early times. In the case of wet lands, the customary rate allowed to the tenant is one-third of the produce after meeting the cost of cultivation. This share is said to represent 'koloo labham' (or plough profit).

6. *Rate of rent for different kinds of lands.*—This may be considered under the following items :—

(1) Plains—Wet lands (ordinary cultivation).
(2) Wet lands—Punjakole and kaipad cultivation.
(3) Dry lands—Punam or Modam cultivation.
(4) Dry lands converted into wet.
(5) Dry lands cultivating ordinary crops.
(6) Dry lands cultivating groundnut crop and other commercial crops.
(7) Gardens.
(8) Fugitive cultivation.
(9) Pepper cultivation.
(10. Rents in Wynaad taluk.

Ordinary wet lands—Customary rent.

7. The ancient customary rent is two-thirds of the net produce. From the gross produce, the quantity of seed required for the land and an equal quantity to meet the other costs of cultivation were deducted and out of the balance, one-third was reserved to the tenant as 'koloo labham' (plough profit) while remaining two-thirds was paid as rent. In his report, dated 25th February 1793, Mr. Farmer has referred to this old custom of the actual cultivator getting one-third of the net profit as his share. Subsequently in every British settlement of Land Revenue, this principle was accepted and this share was always reserved to the cultivator. On 29th June 1803, the leading janmis agreed in writing before Mr. Rickard, the Principal Collector, to allow one-third net produce as cultivator's share. This agreement of the janmis was referred to by the Collector in his report to the Government containing proposals for land revenue assessment.

Thus, the old custom was recognized by the Government while working out the assessment during the very early period. In the existing Tenancy Act, this custom has been statutorily recognized as the tenant's share. Section 6 of the Act prescribes two-thirds net produce as the rent on wet lands. The present Committee also has not proposed any change in regard to this matter.

If the existing rate is enforced and the tenants get actually one-third of the net produce, several of them will have adequate relief. Any further increase now in the tenant's share will work hardship in places where the present yield is rather poor. For the present, therefore, I do not consider that any change is necessary. There is scope for better yield from the land, if the tenant should attend to the cultivation carefully. This extra income will be exclusively his. If the assessment is reduced, the tenant may be entitled to a portion of the relief.

Rack-renting of paddy lands.

8. Though the tenant's share is theoretically one-third of the net produce, it is reported that actually he has not been able to enjoy that portion of the produce. One of the important factors which has a bearing on this question is the prevalence of 'intermediaries' between the landlord and the actual tenant. In olden days, most of the lands in South Malabar were held on kanam tenure. The janmis were then satisfied with moderate rents. But, when prices of commodities rose, and the janmis requirements increased, the janmis attempted to raise the rents. The population increased, without any corresponding increase in the extent of cultivable land. There was keen competition for the land. The ancient right of 'ouster' of the tenant, whenever the janmi desired, was the ready weapon available to the janmi. The janmi was not often slow to take advantage of it. The tenant, however, was tenacious about the land cultivated by him. "The Malayali's tenancity to his land is such that he will even submit to the most impossible terms rather than surrender his birthright." As remarked by Mr. Moberly (the Settlement Officer), an Illuvan considers it to be honourable to have some straw stacks in his courtyard. In such circumstances the tenant was inclined to agree to the increased rents whenever demanded. Thus, it is reported that the tenant's share was grossly encroached upon and rack-renting has been prevalent from a long time past. Mr. Logan, who examined the prevailing rents in 98 estates, found that, only in two estates, the cultivator was receiving the full share of the produce reserved to him under the customary law. He came to the conclusion that the shares of the produce set aside for the cultivators by Mr. Rickard's scheme (one-third share) "have been encroached upon most seriously in most cases and most outrageously in some." From the statistics about the position of actual cultivators printed in Appendix IV to his report, it is seen that in several cases, the share left over to the tenant is less than what he was entitled to. Columns 232 to 234 are relevant for the purpose. Some other officers who had experience of Malabar supported Mr. Logan in this respect. The members of Raja Sir Madhava Rao's Commission who examined Mr. Logan's report

did not, however, find any definite evidence to establish the prevalence of high rents. With this opinion, Sir Charles Turner, who subsequently considered the reports of the Commission agreed. Subsequent investigators have supported, in the main, Mr. Logan's views on this question. In the original scheme report for the southern taluks of Malabar, Mr. Moberly who had considerable experience in Malabar, has referred to the existence of rack-renting in the cases of wet lands in Malabar. He has remarked that "South Malabar has earned the unenviable reputation of being the most rack-rented country . . ." Later on, Sir Charles Innes as the Collector of Malabar, after examining some lease deeds and after personal enquiry of several tenants, has summed up his finding thus: "I assert without fear of contradiction that the rice lands of the district are, speaking generally, grievously and terribly rack-rented." Mr. Evans, who succeeded Mr. Innes, did not entirely support Mr. Innes; but, all the same, he also came to the conclusion that in a fair percentage of cases, the rents were high. He investigated 70 cases. Out of them 47 relate to verumpattam tenures. The percentage of produce which the tenants enjoyed in tach of these cases is noted in Appendix I. The gross outurn of paddy adopted by Mr. Evans is entitled to great weight since he checked up the figures furnished by the cultivators and village officers, in the light of his experience, as a Settlement Officer. His investigation shows that at least in 23 per cent of the cases, the actual rent on verumpattam tenure was less than the customary rent.

9. The same question was again considered by Mr. Diwan Bahadur Raghavayya Committee. Though the Committee did not investigate and obtain accurate figures as to the degree and extent of rack-renting, it however, came to the conclusion that, even apart from such accurate data, there were circumstances favourable for the prevalence of high rents and that "the poorer verumpattam *tenant* is being rack-rented, as indeed he must always be, where the tenant class is very large and the extent of land available for tenant cultivators is below their requirements." In his minute of dissent, Mr. Pate, one of the members of the Committee, and who was the Collector of Malabar then, points out that, among the verumpattadars, there were several people getting fairly good income. He, however, concedes that "evidence that this tenant often pays excessive rent is not wanting." His finding in the matter is that "when all this has been said, the fact remains that a large and gradually increasing number of these tenants live very near the border line of bare subsistence" and that "their existence is from hand to mouth; they are at the mercy of the season and the money-lender." Several of the witnesses who were examined by the Committee did not speak of the existence of this evil; but most of such persons, when questioned, admitted that the tenant's share was only about 25 to 30 per cent of the net income.

10. Though Mr. Kuttikrishna Menon's Committee has not examined this question specifically, the report however refers to the complaints made to them "that the actual tiller of the soil is being rack-rented."

Suggestions for securing customary rent to the tenants.

11. Though it was being reported from time to time that the tenants were not actually enjoying the customary share of produce, effective steps were not taken to secure them their recognized rights. The suggestions made from time to time to give effect to the customary rule are examined below. For fixing the fair rent, it is necessary to ascertain the gross produce and the cost of cultivation. In regard to the latter, the old fixed formula was proposed to be adopted and later on it was modified slightly. The difficulty then was about the gross produce of the land. Mr. Logan considered that the parties themselves should estimate the produce and adjust the rent among themselves. The main principle recommendded by him is "to enable the people to do for themselves what cannot be done so well for them by the State." The estimate of the produce was required to be made by the parties themselves and the actual cultivator was allowed a reasonable time within which to apply to the authorities for a revision of the estimate if it was found to be grossly fallacious. This suggestion was not agreed to by Mr. Hutchins. He pointed out the difficulties in the tenant applying to the authorities for revising the estimate. He considered that a Settlement Officer should fix these estimates during the next resettlement operations and that there should be a provision made for a temporary land court to hear appeals from the decisions of the Settlement Officer. Mr. Ballard expressed the difficulties in fixing the rents and suggested however that the ascertainment of yields should be done by trained Revenue Officers. Under the existing Act, the parties have to apply to the civil court for fixing the "fair rent." The procedure laid down in the Act is to find out the gross yield of the three years previous to the date of the application. For arriving at the estimate, commissioners are appointed by the civil courts who make local enquires and esimate the gross outturn. Apart from the cost involved, the result cannot be considered to be thoroughly reliable. Anyhow, this remedy has not been availed of by the tenants. It was open to the tenants to have applied to the civil courts after 1942, for the fixation of fair rents. Though four years have elapsed, there are only very small number of applications (a few here and there) from the tenants for fixing the rent. This attitude is due to several reasons. The first is that most of them are ignorant and poor. Apart from this, several of them are afraid of the reaction to such attitude. They do not want to incur the displeasure of the janmi who may later on resort to the civil court for eviction on the ground that the land is required for their bona fide cultivation. Though the right of eviction has been greatly curtailed, still it is sufficient to deter the tenants from taking any steps against the janmis.

Recommendation of the present Committee.

12. Anticipating all these difficulties, the present Committee have recommended that the rents should be fixed by a Rent Settlement Officer assisted by assessors and that a record of rights should also be prepared. The Committee recommend that besides fixing the fair rent on all lands, the Rent Settlement Officer should frame a complete record of rights of the janmis, intermediaries and

tenants of all lands in a village. This recommendation will be considered later, when dealing with item (2), " Machinery for fixing fair rent."

13. Next, the recommendation of the Committee for the settlement of " fair rent " for *each land* is not likely to lead to successful result. This involves inspection or enquiry in respect of each field and determining the gross income and later work out the fair rent. It will be next to impossible to inspect or to enquire about each case and determine the yield. The ascertainment of gross produce in each case will involve considerable time. Unless the crop cutting experiment is conducted, there is no guarantee that the estimate from oral enquiry will be thoroughly reliable. It is generally said that in Malabar it is easy to ascertain the yielding capacity of each land in terms of a definite multiple of the seed required for one acre of land. A field is commonly described as " five fold " or " ten fold ", which means that the outturn will be as many times (5 or 10 as the case may be) as the quantity of seed required. From this information and the quantity of seed required for an acre, the outturn may be worked out. But such information may not be thoroughly reliable and undisputed always. Even if, after elaborate enquiry, the gross outturn is ascertained, there is no guarantee that in future also the same result will be obtained. Further the general principle is that the rent should be fixed with reference to the conditions at the time of the commencement of the tenancy. If the rent is fixed with reference to the present state of affairs, we should be taxing the tenant's improvements; the present yield of the land depends, to a large extent, on the labour and capital bestowed by the tenant in the past. If the present yield is taken as the basis, an inefficient and indiffrent tenant will stand to gain. The outturn now will be less than normal owing to the inefficient cultivation and the rent payable will be fixed with reference to it. An efficient cutivator will have to pay a higher rate of rent because of the increased outturn, due to his exertions. In view of these difficulties, it seems desirable to fix a normal gross outturn of paddy for purpose of working out the fair rent. It is true that the actual yield on the land will vary from the normal outturn which may be fixed and thus the tenant's share also will vary. But he cannot claim, as a matter of right, a fixed proportion of the produce on the land owned by another. What he is entitled to is a reasonable share in the produce and when fixing it, the old customary rate will be taken into account. Even assessment which purports to represent a fixed percentage of net income is worked out only on estimates. Since the rent is fixed long after the commencement of the tenancy, it is not unfair to have it fixed with reference to the " normal yield " which may be fixed.

Suggestion to base the rent on " normal yield."

14. The normal crop has been defined as " that crop which past experience has shown to be the most generally recurring crop in a series of years; the typical crop of the local area; the crop which the cultivator has a right (as it were) to expect, and with which he is (or should be) content, while if he gets more he has

reason to rejoice, and if less he has reason to complain "; or in other words, it is the " figure which in existing circumstances might be expected to be attained in the year if the rainfall and season were of a character ordinary for the tract under consideration, that is, neither very favourable nor the reverse."

Normal crop how to be estimated.

15. I shall next discuss how this " normal crop for each land " may be fixed. We have statistics of the outturn of crops on several lands, recorded from time to time. At the time of the original settlement of each district, the Settlement Officer determines the gross outturn of paddy on different classes and types of lands before fixing the rate of assessment. The gross outturn is arrived at after conducting a large number of crop-cutting experiments, in different localities. In the case of Malabar, the crop-cutting experiments were conducted in a very large number of cases. The result of the investigation is briefly noted below :—

Name of taluk.	Wet				Dry.
	Kanni.	Makaram.	Punja-kol.	Total.	Modan.
Palghat	81	64	..	145	..
Walluvanad	167	59	..	226	62
Ponnani	184	77	47	308	15
Kurumbranad	..	65	..	65	..
				744	77

16. Twenty-seven experiments on the kanni crop of 7–1 lands in the first group villages of Palghat and Walluvanad taluks gave an average outturn of 1,275 Madras measures per acre. Sixty experiments on the kanni crop of 7–2 lands in the first group of villages of these taluks gave an average outturn of 914 Madras measures per acre. Fifty-eight experiments on the kanni crop of 7–3 lands in first group villages gave an average outturn of 671·5 Madras measures per acre. The good crops, however, in 7–2 and 7–3 lands yielded on an average 1,075 and 906 Madras measures per acre.

17. In Malabar, it is necessary to allow for shrinkage since the crop is generally harvested when there is water on the ground. The ryots said that for the kanni crop, the shrinkage was 20 per cent. By experiment on sandy soil, the Settlement Officer who conducted the original settlement found it to be 15 per cent so that for 7–1 and 7–2 lands, it might well be 20 per cent. The following results were obtained by the Settlement Officer :—

	Madras measures.	Shrinkage.	Balance (Madras measure).
Average outturn of 7·1 lands	— 1,275	255	1,020
Do. good 7·2 lands	— 1,075	215	860
Do. good 7·3 lands	— 906	181	725

The figures adopted by the Board in its Proceedings of 15th March 1898. for the outturn of 7–1, 7–2 and 7–3 lands were 900, 800 and 700 Madras measures, respectively.

18. Nine experiments on good kanni crop of 7–4 lands in Walluvanad gave an average outturn of 788·27 Madras measures per acre, allowing 17 per cent for shrinkage, i.e., 134 Madras measures;

the balance is 654 Madras measures per acre as against the Board's figures of 625 Madras measures. No experiment was made with 7–5 land in a first group village of Palghat; but 10 experiments on good, middling and bad crops on 7–4 and 7–5 lands in second and third group villages of Palghat gave an average outturn of 291·6 Madras measures per acre; whilst ten experiments on 7–5 land in first group villages of Walluvanad and one experiment on a 7–4 land in a second group village of Walluvanad gave an average outturn of 382 Madras measures per acre. Most of the crops in these 7–4 and 7–5 were middling; four of the fields, however, yielded over 700 Madras measures per acre. Allowing 17 per cent for shrinkage, 550 Madras measures were taken as the outturn of 7–5 lands in a first group village.

19. The Settlement Officer obtained the following results in Ponnani taluk :—

From a 7-2 land	937	Madras measures per acre.
Do. 7-3 land	919	do.
Do. 8-2 land	810	do.
From a land classed as 8-3, but which was altered to 7-3 by the Settlement Officer.	855	do.

Allowing 18 per cent for shrinkage, the net result was 701 Madras measures or the outturn that was proposed for 7–3 land.

20. In Ernad taluk, 59 crop-cutting experiments were made on wet lands with the following results :—

Class.	Sort.	Number of experiments.	Average outturn in Madras measures.	Class.	Sort.	Number of experiments.	Average outturn in Madras measures.
			Group I.				
VII ..	1	6	1,001	VII	3	4	625
	2	4	779		4	4	435
	2	4	779		5	2	275
			Group II.				
VII ..	1	5	969	VII ..	4	5	476
	2	8	753	VIII ..	3	2	777
VIII ..	1	1	820	VI ..	3	3	470
VII ..	3	8	650	VII ..	5	2	361
VI ..	2	3	623	VIII ..	4	2	715

Forty-nine of these were made on a first crop and ten on a punja or hot weather crop. The value of these experiments lies in the test they furnish of the general accuracy of the settlement classification. The results of the experiments in the II group are on the whole more satisfactory and show that the classification has been done on a uniform standard.

21. The Board considered that the outturn proposed for the different groups which are shown below were generally fair for the Palghat and Walluvanad taluks :—

Taram.	Madras measures.			Taram.	Madras measures.		
	First group.	Second group.	Third group.		First group.	Second group.	Third group.
1	900	800	700	4	625	550	475
2	800	700	625	5	550	475	400
3	700	625	550	6	475	400	325

The Board recommended that in the Ponnani and Kurumbranad taluks, the classification of the lands must be reduced throughout by one sort. It considered that a further modification in

the estimated outturn for the two lowest tarams in each group was necessary. The outturns for these tarams were recommended to be modified as follows :—

From 550 Madras measures per acre to 500 Madras measures.
From 475 Madras measures per acre to 400 Madras measures.
From 400 Madras measures per acre to 300 Madras measures.
From 375 Madras measures per acre to 200 Madras measures.

22. In view of the number of experiments and also the modifications made in the light of experiment in the district, the outturns adopted cannot be rejected as unreliable. For the purpose of a normal estimate those figures may be taken as a safe and reliable basis. This course is not likely to cause any hardship either to the landlords or to the tenants. In most cases, the outturns finally adopted are likely to be less than what may be actually realized if the land is cultivated properly. If the yield now has gone down even below this level, the tenants themselves are responsible. As for the landlords, they can have no complaint, since, on these figures, the assessment on their lands was originally fixed and in the subsequent revision also, those were taken as the basis.

23. Besides these figures, ther are the results of the crop-cutting experiments conducted by the officers of the Agricultural department. The figures for the years from 1942 have been tabulated and they are not of any great help.

24. Under the Government of India scheme, a special staff under the Agricultural department has been appointed to conduct crop-cutting experiments. This work was taken up last year and the tabulated figures are not easily available. For a few more years at least, this work will be continued. The experiments are conducted carefully and under strict supervision. As such, the results also may be accepted as the basis for the present work.

25. In this district, accounts are not generally maintained by the cultivating landowners to show the outturn of crops. Only in stray cases, such information is available. Wherever available, such information has to be used in verifying the normal outturns. The yield in such cases, where the landlords directly cultivate the lands, is generally more than the yield in cases where the lands are cultivated by the tenants. Some small percentage deduction may have to be made from such outturns to arrive at the normal outturn. All these data, should be used before fixing a normal outturn on different soils and tarams. Crops-cutting experiments in the coastal taluks (where the yield is generally low) may be, conducted in a fairly large number of cases in some of the typical villages. This result also may be taken for consideration. Further remarks will be made when dealing with the machinery for fixing the fair rent (item 2, paragraphs 73 to 80).

Rent on two crops lands.

26. The rent on lands depends on the number of crops which are raised. Double crop lands pay higher rentals with reference to the yield of the second crop. But the outturn in the second crop will vary with that obtained in the first crop. During the first crop season, there is no difficulty for water. But occasionally, the second crop suffers for want of rains. The outturn for the second crop may be adopted as 80 per cent of the outturn obtained in the

first crop. This I have ascertained in my local enquiry. The Settlement Officer investigated this question in detail and the result is noted in paragraph 57 of the latest scheme report. He found that, in Ponnani taluk, the second-crop outturn was as good as in the first crop. Figures were collected in 30 amsams from every part of the district. In the majority of cases, the outturn ranged from 5/8 to slightly less than or equal to the first crop outturn. On an average, the outturn of the second crop may be taken to be about 80 per cent of the outturn in the first crop.

27. Against this proposal, an objection may be raised that in Malabar, one uniform standard of outturn cannot be adopted for the reason that lands of the same soil adjoining each other differ considerably in the point of the level and of irrigation facilities. Often times, even in the same field, some portions are on a higher level than the rest and consequently the yield differs in these cases. But those inequalities in the relative level and the irrigation facilities have been adjusted by changing the ' sort ' during the settlement. The quality of the irrigation supplies to each field was also one of the chief considerations in fixing the ' sort ' to the wet lands. From the original scheme report, it is evident that considerable time was spent in inspections of each field with the result that the original class was changed in very many cases. From the Introduction Report, it is seen that the classification of the wet lands of Palghat and Walluvanad taluks underwent considerable revision during the introduction of Settlement. Similarly, in other taluks also, such inequalities were set right. In Kottayam taluk, it has been reported that " care has been taken to allow in classification for differences of situation among lands in the same desam." In Chirakkal, each subdivision in a field was taken as the unit for purpose of classification, since this was the only satisfactory way of classifying lands in a district like Malabar where different subdivisions of the same survey number often differ in classification by two or more sorts. As a result of detailed work before the introduction of the original settlement, any disparity found between adjacent fields was set right by revising the classification. In the recent Resettlement Scheme Report, reference has been made to this method adopted in the previous Settlement for adjusting the differences between the adjacent fields.

Cost of cultivation.

28. Having said so far about the gross produce, I shall next refer to the cost of cultivation which is necessary for determining the net produce. The cost of cultivation varies from field to field according to the nature of the soil and with the interest and efficiency of the cultivator. It is not, therefore, possible to lay down a definite rate to be applicable for all lands. Only a rough estimate is possible. The old customary rate, as noted in Mr. Warden's Proclamation in 1805 was to allow twice the quantity of seed required for any particular field as the cost of cultivation of a paddy crop on it. The extra quantity of grain besides the seed (vithu) was to meet the cost of labour (i.e., valli). So, twice the seed was considered adequate for " Vithu valli."

29. Later on, Mr. Logan, in his report, has estimated the cost of cultivation at about $3\frac{1}{2}$ times the seed required. For the kanni crop (first crop), the seed required for sowing 1 acre of land was

50 edangalis and the other items of expenditure amounted to 178 edangalis. For the second crop, the seed required was 60 edangalis and the other items of expenditure came to 158 edangalis. During the first Settlement, the Settlement Officer, Mr. Moberly estimated the cost of cultivation at Rs. 12–8–0 for the best land; out of which Rs. 6–15–3 represented the cash expenditure and the balance was incurred in kind (203 edangalis). The total cost was 7 to 8 times the quantity of the seed required for the land.

30. Diwan Bahadur Raghavayya's Committee adopted, however, the cost at twice the seed required. They remarked that any extra amount might be required over and above twice the seed might be met from the tenants' share of the produce which was a fairly generous allowance. During the discussion in the Legislative Council, it was urged by some hon. Members (who came from other districts) that the cultivation expenses allowed were inadequate. Finally $2\frac{1}{2}$ times the seed required was allowed under the Act as the cost. The present Committee have recommended twenty Palghat paras to be adopted for the cost of cultivation of one acre.

31. The scale of the cost of cultivation will appear to be low to those who are not familiar with the conditions in Malabar. In the East Coast districts, this scale will be considered grossly inadequate. But in Malabar, the standard of cultivation is not generally high. The extra quantity of seed allowed under the old custom was only for the payment of any extra labour which may be required. The harvesting charges are always excluded from the gross outturn. No provision was made for the purchase of manure. It was expected that the farm yard manure of the cattle owned by the cultivator and the green leaves which are in abundance would be sufficient for the land. The straw from the crop was set off to feeding the cattle. The labour also is comparatively cheap. Even now, no money is spent on manures by the tenants. Whatever farm yard manure is available is utilized for the paddy field. If there are forests closeby, green leaves are used. In spite of the fact that there are big firms dealing in artificial chemical manures, the ryots have not taken to them in any appreciable extent. Mr. MacEven has referred to this aspect in his resettlement report. There are also firms dealing in groundnut cakes imported by sea from Kathiawar. The local demand is not appreciable. The demand is only from the East Coast districts. It is only in recent years the ryots have taken to adequate manuring of the lands with chemical manures and groundnut cakes. Similarly the cost allowed will not be sufficient if improved methods of agriculture are adopted. If improved and departmental seeds are used, the lands should have more and better manuring. Otherwise the land will be affected. Ordinarily however the scale is adequate. I have consulted several people—actual cultivators and officers of the Agricultural department also. For the present standard of cultivation, the provision now made by the present Committee is adequate. For our present purpose, this may be adopted. Perhaps it may be slightly increased to 25 paras. More than this is not necessary. If more money is spent on the land, the greater will be the income. Since the present estimate is only to fix the " fair rent " with reference to the present conditions and not for any other purpose, it (the Committee's recommendation) may be accepted.

32. A uniform scale for all the wet lands will result in hardship to the owners of the lands of poorer soils. The net produce after the deduction will not be appreciable in some cases, particularly in coastal taluks. Further for lands of different soils, different rates of cultivation expenses are generally adopted in settlement calculations. It will not be an easy matter to fix the rates for different soils and different places. Since the scale of the cultivation expenses is merely to fix the fair rent, there can be no harm in adopting it. If the yield is less the tenant will not spend much over it.

33. In view of the difficulties in fixing the cost of cultivation to different kinds of land, it is for consideration whether the rent should not be fixed with reference to the gross produce. This suggestion is against the ancient practice of basing the calculation on the net produce. But there seems to be no other reason why this cannot be adopted. I would suggest that half the gross produce may be deemed to be the "fair rent" in the case of wet lands. There is not likely to be much difference in the actual share to the tenant. In regard to the payment of assessment, the tenants in Palghat and Walluvanad taluks may be required to pay the full assessment and the water-rate if any. In the other taluks, the jenmi and the tenant may bear the cost in equal proportions. I would however prefer the existing principle of basing the rent on the net income.

Punjakol cultivation.

34. There are two peculiar forms of wet paddy cultivation known as "Punjakol" and "Kaipad." Punjakol cultivation is carried on in Enamakal and Viyyam lagoons of Ponnani taluk and in small extents in the coastal low-lying areas in the same taluk. This is described as follows in the District Gazetteer :—

"At the close of the rains the water, which in the monsoon is ten or twelve feet deep, is drained off by Persian wheels (not infrequently aided nowadays by pumps driven by steam) into the numerous channels which, separated from the fields or *kols* by substantial fences of wattles and mud, intersect the bed of the lake. Agricultural operations begin in November and the fences are repaired and strengthened. The water is then drained off, until the fields are ready for the plough and seedlings can be planted out. As the season advances, and the sun grows hotter, water has to be pumped back from the channels into the fields to save the crops from withering; but with the first thunder showers in April, harbingers of the south-west monsoon, the struggle with the rising floods begins again; and it is only by ceaseless labour day and night that the water can be kept under control and the crops saved."

The soil of these fields is good, "being a beautiful impalpable powder," due to the silt brought down by the streams and rivers from the surrounding high grounds. These lands yield a "very rich crop." But, when there are heavy floods or rains, the crops are likely to be damaged. So this cultivation was once considered "extremely precarious." But it is now not so risky as before. In the recent Resettlement report, it has been remarked that it (this cultivation) "is now less frequently and extensively damaged than it was fifteen or twenty years ago."

35. Ordinarily Punjakol lands are cultivated by the tenants and the rent is fixed as half the gross yield from the land. In some cases, the landlord's share is taken as 6/10 of the gross yield. Usually the landlord meets the cost of seed and the cost of pumping out water and deducts those from the gross yield before the division is made. Tenants take lands only on annual contract as they are reluctant to take these lands on registered lease with fixed rent as they will in that case be liable, to pay the rent due to the landlord even if the crop fails. Where the rent is fixed and the lands are taken on registered leases the rent is not more than 35 paras per acre.

36. The Committee considers, on the evidence of the witnesses, that half the gross produce may be allowed as the cost of cultivation and recommends that out of the balance two-thirds may be fixed as the rent to the jenmi. Thus, the rent will be $1/2 \times 2/3 = 1/3$ of the gross produce. The cost of cultivation suggested by the Committee does not appear to be high. Even during Mr. Logan's time, the cost of cultivation was very nearly half the gross produce. For an approximate yield of 800 edangalis of paddy, the cost was estimated at 348 edangalis. During the recent resettlement, the Settlement Officer has reported that the contractors fee for baling water amounted to Rs. 20 to Rs. 30 an acre. When other charges are taken into account, the cost will come to nearly half the produce. In the normal mode of cultivation, the tenant and members of his family contribute towards labour and get the benefit of a portion of the cultivation expenses. But, under the "punjakol," cash expenditure is high. In view of this feature, half the gross produce towards the cultivation charges cannot be considered as excessive. The recommendation is in perfect accord with the usual practice in similar cases in the East Coast districts, in North Arcot district, where cultivation is with the aid of private wells, one-third gross produce is normally the rent.

37. *Kaipad cultivation.*—This is resorted to on the low-lying lands on the edges of backwaters in North Malabar. The ordinary method of cultivation is by heaping the soil into mounds on which the seed is sown or seedlings are planted. In some cases, these mounds are left as they are while in some other cases, they are split up and more evenly distributed after the rains and the salt is washed away. The sowing is done on the mounds so that the seedlings may not be affected by high tides during the earlier stages before the rains when the salinity of the soil is very high. Ordinarily no ploughing is necessary. Instead of this, the cultivator has to engage coolies for digging and forming mounds. Little or no manure is added to the soil as the land gets the benefit of the silt deposited on these lands during the floods. Sometimes farm yard manure is put over the mounds. In some areas in Chirakkal taluk transplantation is done as in the case of other wet lands. The crop raised is a particular variety of coarse paddy with long stalk.

38. It cannot be said that the cost of cultivation of Kaipad lands is very much more than it is in the case of an ordinary single-crop wet land. The extra cost is incurred in strengthening the bunds to keep out salt water. The cost of forming the mounds is set off against the saving in the cost of ploughing. The cost of weeding is not high. Where transplantation is done, the cost may be high

as transplantation is more difficult owing to the slushy condition of the land. At the most, the cultivation expenses can be put at 25 per cent over that of the ordinary single-crop wet land.

39. The yield from kaipad lands normally is equal to the normal yield from ordinary single-crop wet lands. When the season is favourable, the yield is much more than an ordinary land. The crops are, however, liable to be damaged on account of seasonal variations, irregularity of the monsoon and floods as the lands are low-lying and subject to tidal actions. Hence the cultivation is risky.

40. In most cases, there is no fixed rent stipulated. The rent is fixed each year according to the condition of the crop. Usually it varies from Rs. 10 to Rs. 20 per acre. The rent is, in most cases, fixed in cash and not in kind. In a few cases, where it is fixed in kind, it works up to 50 paras per acre.

41. The Committee has proposed that the cultivation expenses may be fixed at half the gross yield and the net yield may be divided between the landlord and tenant in the proportion of 2/3 :1/3. It is not known on what basis the culivation expenses are fixed at half the gross yield by the Committee. There is no evidence of witnesses to support this recommendation. I do not find the particulars of cultivation expenses in the detailed note on Agriculture left by Mr. Logan or in the settlement report or any other old record. There is no reliable data also as to the extent of the total or partial failure of crops during the last five years. In the absence of reliable and complete data required for fixing the rent, I would suggest that it might be fixed at 50 per cent of the rent on the adjoining ordinary wet lands of similar classification.

42. *Dry land converted into wet.*—In cases where the conversion was due to the efforts of the tenant, the rate of rent is different. Under the existing Act, the rent is one-fifth of the net produce. For working out the net produce, cost of cultivation is taken to be thrice the seed for the first 20 years after conversion and thereafter at $2\frac{1}{2}$ times the seed. The Committee have recommended that the cost of cultivation may be taken as 20 Palghat paras. Under this recommendation, it is conceded that, in some cases, the assessment on the land may be higher than the rent. In such cases, the Committee recommend that the tenant should be required to pay the full assessment and be entitled to set off the assessment paid to the extent of his rent.

43. The need and the adequacy of this concession can be gauged only if some specific cases of such transfer are examined with particular reference to the amount of labour and cost involved, and the period of enjoyment of the benefits of the extra income from land. I tried my best to get at some specific cases. The Special Revenue Inspectors were instructed particularly to list out such cases, if any, in the villages visited by them and ascertain the particulars of improvements and the period of enjoyment. But they could not come across any such cases. In the absence of full details, I feel unable to offer useful remarks on this recommendation. From the old records, I notice that the practice was to treat the cost of improvement more or less as a charge on the land similar to kanam. The rent was then apparently fixed on the same principle as other lands. This distinction of a lower rate of rent was first made only in the existing Act. In the report of the Committee (Diwan Bahadur Raghavyya's), no such recommendation was made. It is however seen from the evidence of witnesses before Mr. Raghavayya's Committee that in some cases the practice was to charge 1 para for a para area of reclaimed land. I do not find any specific reference to this matter in the evidence of the witnesses now examined by the last committee. Cases of transfer to wet should be few and far between. In future, it is likely to be very much fewer than before, since there is little scope for further extension of wet cultivation, except perhaps in Palghat taluk, where irrigation projects are to be constructed by the Government. As remarked by Sir Charles Innes: "The area of wet or paddy lands however, is much the same as it was ten years ago, and speaking generally it may be said that in Malabar, there is little scope for further extension of wet cultivation, except possibly in Wynaad."

44. Even on ordinary dry lands, the landlord is entitled to rent at thrice the assessment of the land out of which he has to pay the assessment. His net income is thus twice the assessment of the land. He should be no worse off than this, if a tenant improves the land and converts it into wet. The minimum rent, after payment of assessment by the tenant, should be at least twice the dry rate of assessment on the land. But it will be inequitable to continue this rate of rent permanently. For the initiative and labour of the tenant, and the cost incurred by him, he may have the full benefits of the increased share of the produce for some years. Twenty years seem to be a very reasonable period, taking into account the fact that, but for the tenant, the landlord would not have done the improvement and that for some years after transfer, the yield is not adequate to allow a fair margin of profit. After this period, the tenant should pay the same rent as prescribed for ordinary wet lands. It is not likely that there will be several cases where this restriction of twenty years may work hardship. This may arise when the cost of improvement is very considerable. In such stray cases, it will be open to the tenant to apply to the proper authorities for extending the period. This suggestion is based on the general principle adopted in the Tenancy Acts in other Provinces, where the compensation payable to tenant is to depend on the amount spent and the period of enjoyment in the increased profits. But, in Malabar, compensation payable to the tenant does not depend on similar considerations. But, there is however, nothing in the present rule to be urged against this suggestion. My submission, therefore, is that in such cases the landlord should get for a period of twenty years twice the rate of dry assessment on the land, while the tenant should pay the assessment on the land. After twenty years, the rent as an ordinary wet lands may be fixed. In cases where the cost of improvement is considerable, the tenant may have the reduced rate for some longer period.

45. *Transfer of single-crop to double-crop.*—The transfer of land from single-crop to double-crop due to the labour of the tenant requires to be considerd. Such transfers are likely to be more than the transfer from dry to wet. Further, as a result of the recent Government policy, the maintenance and repairs to the irrigation sources will be taken up by Government. Then there will be sufficient and guaranteed supply of water for second-crop cultivation of large extents than at present. If the tenants take advantage of these facilities to improve the lands under their enjoyment, a

similar question will arise for the payment of increased rent. At present, in most of such transfers, it is the landlord who contributes to the expenses of conversion. What facilities for second-crop cultivation are afforded by the Government, the tenant should suggest to the landlord about the improvements considered necessary for such transfers. If the landlord is not prepared to effect the improvements at his cost, the tenant may do so and continue to enjoy the increased profits for six years. If either party considers the time-limit in any case inequitable, he may apply to the authorities for revising it. Normally the tenant may be allowed to have the benefit for 6 years, especially when the landlord is not prepared to take his responsibility to his land. The suggestion that the landlord should have the preference in the matter, is based on the principle land down in some of the Tenancy Acts, in the cases of ordinary tenants. If the landlord should effect the improvement, he will be entitled to an increase in rent.

46. *Dry lands.*—The lease of dry lands alone does not seem to be prevalent except in some places. In most of the leases, dry lands are included with wet lands. The dry lands supply green manure for the cultivation of paddy in the wet portion of the holding. In stray cases, the tenants sublet portions of dry lands to others for cultivation of some catch crops. Owing to excessive rains, the land is not generally fit for dry cultivation. Only in some places, such as portions of Palghat where the rainfall is not very heavy, dry crops are raised. The dry crops raised are cereals generally. Under the existing provision in the Act, the rent is three times the assessment. The Committee do not propose any change. There are no complaints in regard to the existing rates. I support the recommendation of the Committee.

Gardens.

47. The chief garden product in Malabar is coconut. Next in importance are jack, areca and pepper. These four kinds of trees are known as 'Nalubhayam' or the four improvements. In very old times, in the beginning of the 19th century, according to Mr. Farmer's account, the rent on gardens was said to have been one half of their gross-produce. But this version is disputed by Mr. Logan, on the strength of Mr. Rickard's report. Before drawing up the scheme of assessment to be payable to the Government, Mr. Rickards, the Principal Collector, made elaborate enquiries in 1803 about the prevailing rates of rent on different lands. For gardens, one-third of the gross-produce was the cultivator's share. In a general meeting of the Rajahs, Nambudiris and principal land owners of the district, they acquiesced in the rate referred to above. No distinction was then made as to whether the trees were planted by the janmi or by the tenant. There was no need for any such distinction to be made, since, at the time of entering into the agreement, it was usual for the jenmi to pay off the entire cost of the improvements effected by the tenant or to treat that amount as an advance or charge on the land. This customary share of one-third of the gross-produce was adhered to for a very long time. Rajah Sir Madhava Rao's Committee recommended different scales of rent for different classes of tenants. Diwan Bahadur Raghavayya's Committee recommended that the fair rent in the case of areca and coconut trees planted by landlords should be two-thirds of the average gross-produce, and in the case of trees planted by the tenant one-third of the similar produce. In regard to the minor produce of the coconut trees, the Committee recommended a payment of 3 pies per tree per annum, whether the tree belonged to the tenant or to the landlord. In regard to the other fruit-bearing trees, such as jack, mango, tamarind, etc., and also as regards pepper, the landlord's share was to be one-sixth of the gross-produce. This recommendation underwent considerable modification before it was introduced in the Legislative Council. A joint conference of the janmis and the tenants was convened by the Government in which both the parties offered their suggestions in detail on this provision. After an elaborate discussion, it was decided that the fair rent should be fixed as follows: In regard to the coconut trees for which the landlord is bound to pay compensation under the Improvement Act in case of eviction, the share shall be one-fifth of the gross-produce to the landlord and in regard to the trees in respect of which he is not bound to pay such compensation, the share shall be two-fifths of the produce. As regards areca trees and pepper vines, where pepper was not the principal crop on the land the share of the landlord was fixed at one-sixth of the gross-produce or one-third of the gross-produce in respect of trees in which the landlord is bound to pay compensation under the Improvements Act in case of eviction and trees in respect of which the landlord is not bound to pay compensation. This modification was approved by the Select Committee and later on passed in the Legislative Council and embodied in the existing Act as section 7. It may be noted that the fair rent is fixed with reference to only three kinds of trees and the income from other trees is not to be taken at all into account for fixing the fair rent. Similarly, the minor produce of the coconut trees is not taken into account in fixing the fair rent.

48. The Committee have considered the suggestion that the fair rent may be fixed with reference to the assessment on the land and have not rightly supported it. The assessment on the land is not fixed with reference to the actual number of trees on the land and has therefore no relation to the actual number of trees now standing on it. Thus the assessment will have no bearing on the income from it. Further, in most of the gardens, some trees were planted by the janmis while others were planted by the tenants. In some cases, where there are intermediaries, each one or some of them would have planted some trees. In cases like this, there will be difficulty in fixing the rent in proportion to the assessment. In view of these circumstances, the Committee have not approved the suggestion.

49. The Committee are of the opinion that the existing provision for fair rent is very satisfactory to the tenant. It is generally more than the prevailing rent. There is no reason to interfere with the existing provision of the Act in view of the fact that it was due mostly to the efforts of the tenants that the waste lands have been converted into gardens. The existing provision does not seem to require any change.

50. *Commercial crops.*—The important commercial crops are groundnut, ginger and cotton.

51. *Ginger.*—It is extensively cultivated in Ernad taluk and the area under it in other taluks is steadily on the increase. This

requires a good soil and timely rainfall. It is usually cultivated in small patches, not more than half an acre in extent. The expenses of cultivation are fairly heavy and the success of the crop is precarious, since any variation in the normal rainfall will affect the yield.

52. In the note on Agriculture and Horticulture, appended by Mr. Logan, he has referred to the cultivation of ginger and cotton, among other crops. In regard to ginger, the cost of cultivation was estimated at Rs. 100 per acre and the gross yield valued at the then market rate was Rs. 135. So there was a net profit of Rs. 35, but normally the cultivator would get something more. Mr. MacMichael, the Settlement Officer, considered in 1907, that it might safely be estimated at Rs. 100 an acre. Later on, Mr. Evans, who made enquiries in the matter estimated the net yield at figures varying from Rs. 60 to Rs. 300 an acre. At present, the net income is estimated at Rs. 100 an acre.

53. It will be thus seen that this is a valuable crop. There is no reason why the landlord should not get a share in the high income. In other districts, the commercial crops fetch a high rental to the landlord. I submit that the rent may be fixed at 1/6 of the gross-produce, as in the case of groundnut crop. If, however, the prevalent rate is lower than this proposed rate, the former may be adopted. The Committee have not recommended the fixing of fair rent for ginger cultivation on the ground that it is only fugitive cultivation. It is conceded that it is a valuable crop. There is no reason why the tenant should not pay the rent at this special rate when he grows this crop.

54. *Cotton.*—The cost of cultivation was estimated in Mr. Logan's time at Rs. 14–5–0 per acre, while the gross yield, under the then market rate was Rs. 27. There was thus a net profit of Rs. 12–11–0 an acre. But the cultivation of cotton is not extending and is not popular. The Committee does not propose any increased rent for this crop in view of the encouragement to be given to the cultivation of cotton. I support the recommendation. Though a commercial crop, a higher rate of rent does not seem necessary since the cultivation is generally shifting in such cases and it is not a popular crop.

55. *Groundnut.*—This crop is not mentioned in the note left by Mr. Logan, even though several other minor crops are referred to. This shows that the groundnut cultivation was not taken up then. Even during the original settlement, this was not one of the crops grown in the district. The cultivation was introduced only in the beginning of this century, as is evident, from the District Gazetteer. Since then, it has become popular. It is mostly grown in the south-east portion of Palghat, adjoining Coimbatore district. The lands of Palghat taluk cultivating this crop are very similar to the adjoining lands of Coimbatore district on which also the same crop is generally raised. The recommendation of the Committee to fix the rent at thrice the maximum dry rate (Rs. 3–12–0 an acre) or the existing rate whichever is less, seems to be inadequate. Groundnut cultivation is profitable and the landlord is entitled to a reasonable share of the profits. In the resettlement scheme report, it is said that the rents on dry lands in Palghat taluk (fit for groundnut) were Rs. 10 to Rs. 15 an acre (paragraph 14). In the case of acquisition of lands for the extension of railway from Palghat to Pollachi, a compensation of Rs. 25 per acre was allowed. In some other land acquisition proceedings also, the annual rent adopted was Rs. 25. Diwan Bahadur Raghavayya's Committee's report refers to a yield of Rs. 45 worth of groundnut on one acre of land. In Malabar district the yield is 1,120 lb. per acre and the value according to the market rate is Rs. 175. The price of groundnut depends on the demand in foreign market and is liable to fluctuation, unlike the other dry non-commercial crop. Even in spite of these circumstances, it is a paying crop. It seems desirable to fix the rent at a fixed percentage of the gross-produce. It is seen from the discussion in the Legislative Council in 1929, that the prevailing custom in Palghat and Walluvanad taluks was to levy one-fifth of the produce of the dry crops as the janmi's share. In the Select Committee report, one of the Hon. Members has referred to the same practice. In view of this practice, one-sixth of the gross-produce may be fixed as the fair rent. For purposes of calculation of the tenant's share, the gross yield may be taken to be the average outturn noted for each year in the Season and Crop report, or, in its absence, the normal outturn noted therein. The normal outturn for this district is 1,120 lb. At the present value, the produce will fetch Rs. 175 an acre. One-sixth of it will be reasonable. The present value is high and it is not likely to continue for a long time. If, however, the prevailing rent is lower than the value of the one-sixth of the gross yield, the former may be fixed. Thus one-sixth of the gross yield or the present prevailing rate of rent whichever is lower, may be adopted.

Wynaad.

56. Conditions in this taluk vary considerably from those in other taluks of the district. There are very large extents of land, both wet and dry, which are suitable for cultivation, but there is little demand for lands owing to the thin population in the area.

57. The place is very malarial and it was opened to bus traffic only about fifteen or twenty years back. Previously the place was difficult of access from the plains. Even now, labour is scarce and the available labour is attracted by high wages paid in coffee and tea estates in this taluk and in the Nilgiris. So there is very little competition for the cultivation of ordinary lands. Coconuts, areca and pepper, which are the peculiar feature of cultivation in the other taluks, are scarce. Large extents are fit for the plantation of tea and coffee.

58. The soil is very fair. Some of the paddy flats are reported to be 'distinctly good.' The rainfall is heavy and usually reliable. So the yield compares favourably with the wet lands of Palghat and Walluvanad. It is distinctly better than the yield in the coastal taluks of Malabar. The crops are however likely to be damaged by the ravages of wild beasts.

59. In view of the unhealthy nature of the tract, thin population and lack of labour, leases are very favourable. The ryot can get good and well irrigated land at a very moderate rate.

60. In the report of the Committee, the normal yield for one acre of wet land is said to be about 15 to 22½ pothis and the prevailing rent is noted as half pothi to two pothis per acre. In

view of the special difficulties in the tract, the Committee has recommended the fair rent to be fixed at one-tenth of the gross assessment *plus* the assessment or the existing rate of rent, whichever is lower.

61. In the resettlement scheme report, the lease value is noted at half to one pothi an acre rising sometimes to two pothis. In some cases, it is reported that the wet lands are let for the mere payment of the assessment on the land. My enquiries in some of the important villages show that the rent is three-fourth pothi (rare) to 1 or 1½ mostly and 2 pothis rarely. I have consulted the Agricultural Officer in charge of the Wynaad colonization scheme. I would suggest that, for the present, 1½ pothis may be fixed as the *maximum* which may be claimed as fair rent. The existing rent may be allowed to continue where it is less than 1½ pothies for an acre. In such cases, the tenant should be required to pay the assessment. The determining of the gross produce of each field contemplated by the Committee's recommendation is not an easy matter. This appears to be unnecessary. Sri Kunhappa Nambiyar who has had experience in this taluk, agrees in this suggestion. The rent suggested is favourable and it will be a sufficient inducement for outsiders to settle down in this taluk. In some of these leases, a small renewal fee is being collected by the landlord. This will be dispensed with if the Act is extended to the taluk.

62. *Dry lands converted to wet.*—The Committee recommend one-twentieth of the gross produce plus assessment or the existing rate in the contract, which is lower. For the reason stated above, the rent need not be fixed with reference to the gross income. I would submit that three-fourth pothi *plus* assessment or the existing rate, which is lower, may be adopted.

63. *Dry lands.*—The present rate is from Re. 1 to Rs. 6 per acre. In some cases, small renewal fee is collected. The Committee recommend that twice the assessment or the existing rate *plus* a portion of the renewal fee may be fixed as fair rent. My enquiries show that twice the assessment or about Rs. 4 is the prevailing rate of rent. I would submit that it is desirable to lay down one definite principle instead of offering two alternative proposals to be decided by the parties. I suggest that twice the present assessment may be reasonable. The present system of collecting renewal fees even in cases of ordinary leases may be discontinued. For easy reference, the recommendations of the Committee and my suggestions on the 'fair rent' are embodied in a statement at the end of this chapter.

Fugitive cultivation.

64. The main types under this are—(1) Punam, (2) Modan and (3) Pepper.

65. The Committee have not recommended fixity of tenure for such types of cultivation. But since the rent on such cultivation is now fixed arbitrarily, causing hardship to the cultivators, the Committee have proposed to fix the fair rent in these cases. In North Malabar in some places it is said that the right of cultivation is put to auction with the result that needy persons are forced to bid for high rents. The proposal is not to permit such a

practice and with this view, the Committee recommend that any amount due under the auction should not be realisable at law. In other cases, the rent is fixed with reference to the estimate made by the janmi's agent.

66. *Punam cultivation.*—Punam cultivation is carried on mostly on the farthest hills at the foot of the ghauts and on the ghaut slopes themselves. It was originally raised once in 12 years, but now it is cultivated at much shorter intervals. The process of cultivation begins by the cutting down and burning the tree and shrub growth on the hill slopes. The soil is thus cleared of all rank vegetation before sowing. This mode of cultivation is resorted to mostly by poor people who are themselves actual cultivators. They live in temporary huts close to the land to watch the crops from the depredation of the wild beasts. The cost of cultivation is rather high since the soil has to be cleared and watchmen have to be engaged to prevent the crop from being ravaged by wild beasts. The yield is generally good owing to the virginity of the soil. During the time of Mr. Logan, the gross and the net produce on 1 acre of land were estimated at 45 paras and 26½ paras, respectively. One-tenth of the gross produce, i.e., about 4½ paras which amounted to 1½ times the seed was given to the janmi as rent. For the payment of assessment, 1 para of paddy was required. In most cases, investigated personally by the officers at that time, the rent was twice the seed required for the land but the seed was grossly exaggerated.

67. At present, the rent charged for punam paddy varies with the janmis and from taluk to taluk. It ranges from 3 to 6 Palghat paras per acre in Chirakkal and Kottayam taluks. In a few taluks, it is collected at the rate of 16 seers for every 100 seers of yield and the yield is estimated by the janmi's agent. In Kurumbranad taluk, it is collected at the rate of one-tenth of the gross yield which is also estimated by the landlord's agent. In Kuttali estate which is now an escheat under Government, the rent is 12 annas per acre *plus* the assessment on the land. In all cases where the rent is collected in kind by the janmis, the assessment is paid by the tenants. The yield now is estimated at 50 to 60 paras per acre, and the cost of cultivation is estimated at about half the gross yield. Besides paddy, other cereals, pulses and vegetables are grown but no rent is paid usually for such crops raised.

68. In Hosdrug sub-taluk also of the South Kanara district such a shifting cultivation is carried on the slopes of the hills. There it is called *kumri* cultivation. In that district, the rent per acre is reported to be 10 paras. The normal yield per acre is estimated at 45 paras and the cost of cultivation is estimated at 28½ paras per acre. For purposes of procurement, the cost of cultivation is estimated at 21 paras or 7 muras of paddy per acre.

69. The Committee considered the suggestion that the best way of determining the rent for such cultivation would be with reference to the assessment on the land. They have pointed out that the fixing of rent on the basis of the gross produce is unsatisfactory, since the estimate is invariably made by the janmi's agent. The agent is generally paid commission on the amount of rent he collects. He is often tempted to assess the produce

highly, so that he might get a higher share of the commission. Similarly, there is the temptation to under-estimate the produce and to share the illegal profit thus made with the tenant. In either case, the janmi or the tenant loses. So, in the interests of both the parties, it is desirable that the matter is not left to the agent for estimating the gross produce of the land. Further the determination of the gross produce every year is likely to be very difficult. A rough and ready method will be better. This can be done if the rent is fixed with reference to the assessment. The Committee recommended twice the assessment as rent. This recommendation is based on the practice in one of the estates which is now under the control of the Government. The rent fixed twice the assessment is fair in view of the difficulties in the cultivation and also in view of the poverty of the tenants who generally take to such cultivation. I support the recommendation.

70. *Modan cultivation.*—Modan is another type of shifting cultivation. It is carried on in the low hills which abound in the plains of Malabar. The prevailing rent varies from 8 to 10 paras per acre. The yield is generally between 30 to 40 paras. The cost of cultivation is estimated at about 10 to 12 paras. After the harvest of paddy some other crops like gingelly, pulses, etc., are raised in the subsequent year, but no rent is paid for this and the tenant is to pay the assessment. For this also, the same formula of rent as for punam has been recommended.

71. *Cultivation of pepper.*—Pepper is historically the most interesting of the garden crops "the magnet which drew first the Moors and the Portuguese to Malabar." It is grown chiefly in the three northern taluks of the district. The best variety comes from the north of Chirakkal and is known commercially as Thaliparamba pepper. The initial cost of planting pepper is heavy but the maintenance charges are not heavy. About 600 vines can be grown on one acre of garden and each vine will yield about 7 or 8 edangalis of pepper. Taking 2 edangalis as the average per vine, the produce on 1 acre is roughly about 1,200 edangalis of green pepper which, when dried, makes nearly 1½ barams. The yield of pepper garden is variable since the crop is very much dependent on the seasonal conditions. The usual rate of rent for pepper gardens is 2 for 10 or one-fifth of the gross produce. Generally, the produce is estimated every year and one-fifth of it is taken as the landlord's share. This system is open to the same objections as were pointed out for punam cultivation, namely, that there was considerable scope for either over-estimating or under-estimating the yield by the janmi's agent. Almost every-one is agreed that it is not desirable to allow division of produce to continue every year. Instead of this procedure, the ryots generally prefer to allot the whole produce of one year to the landlord once in five years. This seems to be a much more satisfactory arrangement than the apportionment of the gross produce every year. There is, however, the difficulty that the janmi would prefer to have the produce only in years when the crop is good or when the price is high. But this difficulty can be overcome if he is allowed to have his share only in fixed years in rotation. The vines begin to yield generally in the 7th year after planting. The Committee's recommendation is that the tenant may take the entire profit for the first four years of bearing, i.e., from the 7th to 10th year, both inclusive, while the landlord may take the entire produce of the 11th year. The same regular rotation should then be followed, so that the landlord should be entitled to take the entire produce in the 11th, 16th, 21st, 26th, etc., years after planting. In the remaining years, the tenant will take the produce. For this proposal, there is the objection to the tenant being allowed to enjoy the first four years' produce. It is, however, reasonable that the tenant should have the benefit of the four years' produce at a stretch since, for the first seven years, he got nothing from the crop. The entire plantation is due to the efforts of the tenant and the landlord cannot have any reasonable grievance for this proposal. In regard to the payment of assessment, the Committee's recommendation is that whoever enjoys the produce in a particular year should pay the assessment for that particular year. This is reasonable and cannot be objected to by either party. Hence I support this proposal.

72. *Commercial sites.*—Section 9 of the Act prescribes a special rate of fair rent for commercial sites in municipal areas. The Committee consider that the fair rent of commercial sites throughout the district should be regulated on the same principles. They, therefore, propose that the fair rent of commercial sites should be the letting value of the site which may be defined on the lines of section 9 of the Act, as the rent paid or agreed to be paid in respect of similar lands of the same extent in the neighbourhood. This rate of fair rent should not however, apply to commercial sites held on kanam, kuzhikanam, kanam-kuzhikanam or customary verumpattam. I support this suggestion.

Fixation of rent.

73. It is widely known that the tenant is entitled to one-third of the net produce as his share of profits for cultivating the land. A fairly large number of tenants are not getting this customary rate of rent and have to be satisfied with much less of it. Any scheme to fix the fair rent will be incomplete and be of no avail to the tenants' class unless a satisfactory method is evolved to secure to the tenant his due share of the profits on the land. Under the existing Act the tenant is required to file an application to the Civil Court for the fixation of fair rent. This involves expenditure and delay. Further, the tenant runs the risk of incurring the displeasure of the landlord who may threaten him with eviction. Apart from these considerations it is doubtful if even after the elaborate procedure presented for the determination of the gross produce, the result will always represent the true state of affairs. At best the gross produce determined is only an estimate. In some cases at least this estimate will not be based on thoroughly reliable and satisfactory data. The Committee have conceded that it is difficult for the present day Commissioners who are appointed by the Civil Courts to determine the yield and to ascertain the facts correctly.

74. In view of the difficulties involved in the existing procedure laid down in the Act, the Committee have recommended that this work should be entrusted to a Rent Settlement Officer

of the rank of not lower than that of a Revenue Divisional Officer who should be assisted in his work by three assessors representing different interests to be nominated by the Government. In support of their recommendation, they have relied on the opinion of Mr. Justice P. P. Hutchins who had considerable experience of Malabar. He strongly protested to the Civil Court being entrusted with the work of settlement of rents and considered that nice estimates of outturns, rents, etc., could only be framed by a trained Settlement Officer on the spot. Similar opinion was expressed by some other officers also.

75. The Collector and both the District Judges support the recommendation of the Committee. The views expressed by four of the Hon'ble Judges of the High Court are strongly in favour of the machinery proposed for fixing the rents. They have expressed that no Civil Court should be called upon to determine fair rent and that a revision petition against the Revenue Settlement Officer's award should lie to the District Judge on the ground of grave errors of procedure causing loss to the petitioner.

In all Provinces, the rent is fixed generally by Revenue Officers. In the Estates Land Act, the agency for fixing the rent is only the Revenue department. In my opinion the Revenue Officers are the proper and qualified persons for this work. If however, an experienced senior officer of the Agricultural department is available, he may be put on the work. The main and important item of work is to ascertain the yield of crops. By long training in that sphere of work, such officer from the Agricultural department may be suitable. I would prefer a Revenue Divisional Officer.

76. Even now opinion is expressed by several people that there is no need for any interference. They contend that the tenants are satisfied generally with their share of the produce for their labour and that any difference between them may be left for adjustment between the parties. When a fair percentage of the tenants do not get a due share of the produce for their labour and when the existing remedy is not helpful and has not been availed of owing to the cost and the likely risks of incurring the displeasure of the janmi, it will not be open to the State to keep quiet on the old principle "to enable the people to do for themselves what cannot be done so well by the State." For long, they have waited for their due and reasonable share. The absence of any complaints from them should not lead us to infer that they are satisfied with their lot. In view of the large number of cases which may require revision of rents, it is necessary that the State takes up the question and decides the fair rent for all such cases, instead of allowing the individual ryots to apply to the Civil Courts or to be satisfied with the existing condition. I, therefore, support the recommendation of the Committee for the appointment of a Rent Settlement Officer.

77. *Procedure in regard to the work of the Rent Settlement Officer and the assessors.*—It is desirable to have the assistance of the assessors also for this work as recommended by the Committee. The High Court are not in favour of associating the assessors with the Rent Settlement Officer in this matter. In view of the need for clear information about the yield and other particulars, there can be no harm in having their advice. The Settlement Officer will, however, be responsible for the accuracy of the work. As regards appeals and revisions against the order of the Settlement Officer, the Committee's proposal is to allow a right of revision on exceptional grounds, such as miscarriage of justice due to serious defects in procedure. Questions of fact should not generally be a ground for revision unless the order was passed against the unanimous advice of the assessors. Such revision petitions may be presented to the Collector or the District Judge. The High Court object to the District Judge having co-ordinate jurisdiction with the Collector in the matter of revision against the Rent Settlement Officer's order and consider that the revision work may be assigned to the Collector. Their reason is that the Collector of Malabar has comparatively little revenue work and can well take up this work. They are, however, in favour of a revision petition to the District Judge on the ground of grave errors of procedure causing loss to the petitioner. It seems desirable that both the District Judge and the Collector have revisional powers in the matter. In ordinary cases, revision petitions may be presented to the Collector, but, in cases where there are errors of procedure, the revision may lie to the District Judge.

78. *Cost of the machinery.*—The Committee propose that the tenant whose fair rent is to be fixed and his immediate landlord should be asked to pay the cost of the machinery as the work is beneficial to both of them. The High Court consider that the proposal to recover the cost from the parties is a departure from the established procedure that settlement charges should be borne by the State. Tenants' representatives object to the cost being recovered from the tenants. If at all anything is to be collected from them, they say, that it should be only a nominal sum of 4 annas per application or about 10 per cent of the total fair rent fixed for that tenant. The cost involved in the present proposal is the one important factor which militates against the acceptance of the Committee's proposal. It does not seem desirable to collect anything from either the landlord or the tenant towards the cost of fixing the fair rent. It seems to me that it is part of the State's function to fix the fair rent in such cases.

The procedure outlined above is for the general settlement of rents. But there may be occasions in future when the rent on individual fields may require to be fixed. In such cases, there is no need for any special machinery. The Committee consider that this work should be entrusted to the Civil Court as at present. I submit that even in such cases, the work of fixing fair rent or revision of rent, whenever necessary in future is entrusted to the Revenue staff. The Revenue Divisional Officer, assisted by the assessors, may form a Land Tribunal to decide such questions. Disputes about rent may form the principal item of work of such tribunals. Disputes about the improvements may be settled then and there by these tribunals, as suggested in paragraph 59 of Chapter VI.

79. *Record of rights.*—The Committee have recommended that the Rent Settlement Officer should also be entrusted with the preparation of a record of rights of janmis, intermediaries and tenants of all lands in a village. After the record is completed, any person interested in any land may get a copy of the record relating to that land and that such a copy will be deemed to be prima facie evidence of the facts noted in it. The preparation of such a record is not a new proposal. It has been put forward from time to time. Mr. Logan recommended that a land register which he considered to be absolutely necessary should be prepared. Raja Sir Madhava Rao's Committee were of opinion that the Settlement Officer should frame a complete *record* of rights of janmis, tenants and sub-tenants. The officer's enquiries were to be judicial after giving notice to all persons interested or known to be interested in thel and and hew as empowered to grant certificates which would be prima facie evidence of the facts stated in it. Section 42 of the draft Bill prepared by the Committee relates to this matter. Sir Charles Turner, while holding that such a record was desirable in every respect, pointed out the difficulties in framing the record and observed that, unless it was maintained properly up to date later on, it was of no value whatever. When dealing with the original Settlement report, the Board on 18th September 1894, recommended to Government that a record of rights might be ordered to be prepared as under Bengal Tenancy Act. Later on, in 1929, when the Bill which was passed into the present Act was under discussion in the Legislative Council, one of the members brought forward a resolution for the preparation of a record of rights. But this resolution was objected to by the Hon'ble Revenue Member and it was eventually thrown out. In this connexion, it will be relevant to submit that the Government proposed, about 20 years ago, to have a record of rights prepared for all the ryotwari districts of the Province. One senior officer was deputed to Bombay to study the rules there. The proposal was eventually given up.

80. The 'Record of Rights' is an important record showing the rights of the parties in the land. Even ordinarily, it is a very laborious work, often leading to litigation. In Malabar, owing to the complicated nature of the several interests in the land and to the large number of such rights in each land, the preparation will be particularly difficult. The persons interested in the land will put forward all sorts of claims and cross claims, leading to elaborate enquiry. In several cases, there will be litigation. The reason given by the Hon'ble Revenue Member in the Legislative Council in 1929 holds good even now. He has said: "I do not think it is necessary to hold an enquiry and prepare a record of rights, because everybody will then be forced to go and put forward their claims to the Revenue Officer who will prepare the record of rights and this will precipitate the dissentions between landlords and tenants which we wish to avoid as much as possible." After such a record is prepared, it will be of no value unless it is maintained properly up to date. Day-to-day changes should be carried out in the record. Such changes will be many. Considering the present difficulties in maintaining the revenue registry up to date, one should be sceptical about the success of this work. Sir Charles Turner has observed that "it is of course desirable that such a register should be framed if due provision is made that it should be maintained, otherwise, in course of time, it would become valueless." Thus, in view of the initial difficulties in preparing the record and of the difficulties in keeping it later on up to date, I submit that such a record is not necessary. Further it does not serve any useful purpose, so far as the State is concerned. I do not, therefore, support the proposal in this matter.

81. *Scope of the work of the Rent Settlement Officer.*—Now coming to the fixation of fair rent by the Rent Settlement Officer, I submit that the work may be limited to what is necessary. It does not seem to be necessary to take up all the cases for this purpose. It will be sufficient if only cases where there are high rents, or where high rents are suspected, are taken up. I had the statistics of rents paid by the verumpattamdars collected by the Special Revenue Inspectors. The result of the investigation is shown separately (Appendix II). From the statistics collected now and on previous occasions, I consider that only, in some percentage of cases (perhaps 40 to 50 per cent), the prevailing rent may be higher than the 'fair rent' under the Act. In cases where the rent is lower than the fair rent fixed, I would recommend 'no changes'. The existing rate which has been in force for a long time may be presumed to be 'fair' according to the general principles fiixng the rent and allowed to continue. In such a case, the provision in the Act that the fair rent shall be 2/3 of the net produce would require amendment. It may be fixed as the *maximum* rent allowable. There may be a provision that the rent cannot be revised except through the Court (Land Tribunal) in such cases.

82. I suggest below the possible line of procedure. This may require modification in the light of local enquiry and detailed inspection of the different localities. In the first place, from a close study of the previous records, and personal inspection of a general nature, a rough idea of the relative yields in different taluks should be formed. It is well known that in Palghat, Walluvanad and a portion of Ernad bordering the Walluvanad, we have the best wet lands. In the coastal taluks, lands do not record high yields. In North Malabar, where the gardens are more popular, paddy lands are neglected. The normal yield on different soils in different localities will require to be determined. For this purpose, the outturns noted in the old Settlement report will form the *main basis* and they may be modified by the recent results of the crop-cutting experiments conducted now by the Special staff of the Agricultural department under the Government of India Scheme. The Revenue staff may make similar experiments in some cases, particularly in lands with lower tarams and sorts in the coastal taluks. The local people may be consulted and the accounts of jenmis wherever available referred to. In the light of these sources of information, the normal yield for different soils in different localities may be adopted. From these figures, the cost of cultivation (as allowed by the Act) may be deducted and then the share of the tenant fixed. All lands which bear a rental higher than those fixed will be listed out. These cases, and those for

which applications are made may alone be considered. The rest may be left out. In regard to cases listed out, the rental may be fixed with reference to the normal yield, the rental of the similar adjoining land and also the previous rentals of such lands. The last two sources are relevant and are material for the purpose. If the adjacent land is not similar, some allowance may be made for such differences as may be found to exist.

Garden lands.

83. *Gardens.*—It is not very clear whether the Committee recommends that the fair rents should be determined by the Rent Settlement Officer. In paragraph 140, the Committee have recommended that the Rent Settlement Officer should fix the rent to be paid by the actual cultivators of *all the lands* in a locality. In the next sentence, it is stated that the fair rent to be fixed is that which is to be paid by the *cultivating verumpattamdars*. While the former sentence would indicate that *all* the lands (presumably gardens also included) should come under the scope of the work of the Rent Settlement Officer, the latter sentence seems to restrict the scope to wet lands only, since the term 'verumpattamdars' applies generally to the tenants of such lands. However, from the last sentence in paragraph 118 dealing with gardens it would appear that gardens also should be taken up by the Rent Settlement Officer. Reading both the paragraphs, it seems that the Committee are in favour of the Rent Settlement Officer fixing the rents on gardens.

84. Gardens are generally held on 'kuzhikanam' or on kanam-kuzhikanam. The annual rent payable by the cultivating kanam-kuzhikanamdar cannot be changed at all. Only in the case of kuzhikanam, the rent may be revised. This too can be done only on the expiry of the twelve years' lease. Since the renewals have become rare after the passing of the Act, there should be several cases in which renewals are overdue. In such cases, the fair rent may have to be fixed. For fixing the fair rent, it is necessary to ascertain the number of trees belonging to the tenant and those belonging to his landlords, the age of such trees and the gross income from each set of trees (trees belonging to the tenant and those belonging to his landlord). It is rather difficult to ascertain these particulars correctly. In view of the large number of cases involved, the work will take considerably long time. It seems desirable that for gardens also inspection of individual fields is avoided. The number of trees and their age in each garden may be ascertained easily by the village officers. The parties themselves may be agreed on this matter. In the lease deeds number of trees is invariably noted and their age also may be roughly verified from the records. For the purpose of determining the fair rent accurate age is not necessary. It will be sufficient to know the number of trees over about 12 years or which will be of over a particular height. The gross produce may be ascertained from the 'normal yield' for the particular area. The average number of nuts which a coconut tree produces normally in any particular area may be ascertained by local enquiry and a general inspection. Even for this matter (as in wet lands),

there is very considerable and valuable information to the old Settlement records. All this information may be taken as guide for investigation. In the past, there were surveys of gardens in different localities. The number of trees generally planted on an acre in different localities, the percentage of yielding trees to the actual number, the normal yield for a tree have all been estimated from time to time. Reference is invited to a few of such important reports—

(1) The estimates of yield made by Mr. Stuart who had intimate knowledge of the conditions in Malabar and in Travancore, noted at paragraph 50 (pages 621 and 622) of the Collector's report on the original scheme report.

(2) A statement showing the number of trees on an acre noted in paragraph 80 of the same report (page 637).

(3) Estimates by previous officers referred to in paragraph 44 (page 138) of the report by the Committee appointed to consider the principles on which a revision of the dry and garden assessment should be based.

There are recent estimates also recorded from time to time. All these records will be useful in working out the 'fair rent'. It may be that the 'fair rent' fixed may not be quite accurate. But as I have submitted already, the tenant cannot claim as a matter of right a fixed percentage of the produce on the land. Even the assessment on land is fixed on the estimate.

Payment of rent.

85. *Payment of rent.*—Under the existing practice, rent for the wet lands is paid in kind (paddy), while for gardens cash is paid as rent. Under the present Act, 'fair rent' is fixed only in kind. Section 52 of the Act lays down the procedure for the payment of rent. It stipulates that, where the rent is payable in kind, it shall, in the absence of a contract to the contrary, be delivered at the landlord's granary in the village in which the holding is situated or at such other granary within three miles of the village, as may be provided in that behalf by the landlord. The place where the rent is to be paid is thus within easy access of the tenant. It is said that there are disputes now and then between the landlord and the tenant as to the quality of the produce, the measures to be used and the manner of measurement. To avoid such disputes, the Committee recommend that the tenant should have the option to pay the rent in cash or in kind at the then market price in the case of wet lands. For gardens, the rent should be paid in cash at the then market price. To implement this recommendation, the Collector should be required to publish every month the current prices of paddy and of garden crops. Such a notification should be taken as conclusive evidence of the prices prevailing at that time.

86. The District Judges, North and South Malabar, accept the Committee's proposal. The High Court objects to the gazette notification being taken as conclusive evidence in such cases as it is likely to contain mistakes, and consider that it may be taken at best only as prima facie evidence.

87. The Collector considers that the proposal may prove troublesome. He is not for giving the option to the tenant whether to pay the rent in cash or in kind. If such a discretion is given a tenant may withhold payment when there is a tendency for a fall in the price. So, he considers that the rent should be definitely fixed either in kind or in money.

88. In regard to the suggestion of the Committee that for the wet lands, the tenant may be given the option to pay the rent either in cash or in kind, there is considerable objection from the jenmis. The jenmi insists on paddy rent being paid since he requires it for his own consumption. It is not clear why the landlord should be denied this privilege to get his share of the produce in kind from his own land when he wants it for his own consumption. During the debates in the Legislative Council before the present Act was passed, it was urged that the landlord should not be denied this right. One of the members has said "In Malabar it is regarded as disgraceful for any land-owner to buy rice in the open market and that is the sentiment in Malabar that must be reckoned with." It is legitimate that the landlord desires to have his own produce for his consumption. There does not seem to be any reason to interfere with the present arrangement by which the parties settle the question themselves. Where the rent is recovered through Court, the Court can decree the money equivalent at the then market price of the produce. In all other cases, the paddy rent may be paid in kind as has been done hitherto. In the case of gardens, the recommendation of the Committee is supported.

Procedure for recovery of rent.

89. If the rent is fair, it is generally presumed that it can be speedily realizable. In Malabar, however, the tenants are not always regular in payment of their rents. There is now a provision in the present Act for summary procedure for recovering rent. But it is not effective since the landlord gets only a personal decree which it is not possible to execute. Hence this provision has not been availed of by the landlord, who is, therefore, compelled to file a regular suit in the Civil Court. To remedy this difficulty, the Committee have examined two proposals for speeding up recovery of rent. They are (1) to proceed against the produce of the tenant by distraint and (2) a summary procedure in the Civil Court leading to a decree against the defaulter's right. The first method of proceeding against the movables is considered by the Committee as unsuitable in view of the peculiar temperament of the tenantry in some of the taluks of the district. This question was considered more than once in the past, and it was found undesirable to adopt this method for realizing the arrears due from the tenant. Even though there is a provision for distraint of movables in the Estates Land Act, it is not generally resorted to since it is not generally effective. I, therefore, support the suggestion of the Committee that this procedure need not be followed.

90. The alternative remedy suggested by the Committee is to make an application for the recovery of arrears of rent for a period not exceeding three years and when once an order has been passed having the force of a decree, it should operate against the tenant's right in the land.

91. The Collector and the District Judges of North and South Malabar agree with this proposal. The Collector and the District Judge of North Malabar consider that the tenant should be given leave to defend only if he should deposit into the Court the amount claimed and costs. The Hon'ble Judges of the High Court consider that the landlord should have the same remedies as under the Madras Estates Land Act for recovery of rent. They further consider that summary procedure in Malabar will be unsuitable owing to the complicated nature of the questions of title between the parties. Under the peculiar conditions of Malabar, the recommendation of the Committee is more suitable than others and it is supported. Cheap and quick remedy for the collection of rent is necessary and the recommendation of the Committee affords it.

Remission of rent.

92. The Committee recommend that when the land revenue is remitted, the landlord should give corresponding relief to his tenant by allowing a remission of the rent. This is good in principle and is followed generally everywhere. Some of the landlords objected to this suggestion on the ground that remission of rent was being allowed actually when there was a total or partial failure of crops, even though land revenue was not remitted. This may be true of some of the landlords. But there may be others who may not allow such remissions. When the relationship between the landlord and the tenant is regulated by contract, it is desirable that all such questions are definitely settled. The Committee have rightly disallowed this relief when the remission is due to the fall in prices of food-crops. The rent is fixed in kind and it has no reference to the price of the agricultural produce. The proposal applies also when there is a remission of water-rate for second-crop cultivation. This is reasonable. I support the recommendation of the Committee that where the land revenue or the water-rate is remitted wholly or in part for failure of crop or similar causes, the rent should be remitted in the proportion that the remitted portion of the assessment bears to the whole assessment.

Revision of rent.

93. The Committee recommend that the fair rent fixed should remain in force for 20 years and that it should not be revised within this period except under special circumstances. After the expiry of 20 years, the fair rent will be revisable normally. This follows the provision in section 30 of the Act. In the case of gardens, the rent is fixed on the number of trees on the land at the time when the rent is fixed. The 'fair rent' on gardens will vary from time to time, even though the same principle is followed. In such a case, the periodical revision of the rent will be necessary. But 20 years will be too long for the purpose. So the old practice was to fix the rent once in 12 years, during the renewal of the lease. This principle has been agreed to in the Act, under which the fair rent on gardens is fixed at the time of the renewal of the kuzhikanam deed. Most of the gardens are held on kuzhikanam-

or on kanam kuzhikanam tenure. In such cases, the 'fair rent' will be revised when the tenure is renewed once in twelve years. Even in other cases, where the garden is held on ordinary lease, the revision may be once in 12 years.

94. In the case of other classes of lands, it may appear to be unnecessary to have a periodical revision of the rates of rent, since the rent is a fixed percentage of the net yield. But the rent rate, i.e., the percentage of the yield may require revision. Twenty years' period is a fairly long period and may be accepted. The same period is allowed in the United Provinces Tenancy Act (section 107 of the Act). But the present scale of percentage (1/3 net) is based on the old custom. It may require revision sooner. The effect of the proposal can be gauged only after it is introduced. I would recommend that the present scale of rent may be reviewed after five years after it is actually introduced, to see whether the tenant's share requires any increase. It is not possible to gauge now what the effect of the present proposal will be on the tenants and on the landlords. After the review after five years, the future revision of the rent rate may be normally once in twenty years. On exceptional and special grounds, the revision may be taken up earlier if the Government consider it necessary. There is a similar provision in the Tenancy Act of United Provinces. The work of reviewing the scale in the first instance need not be elaborate. All that is necessary is to find out generally by local enquiries and the economic position of the tenants, whether any increase is justified.

95. The Committee have recommended that within the period of twenty years, the parties may apply to the civil court for revision of rent for special reasons, such as the alteration in the area of the holding, the increase in the productivity of the land due to an improvement effected by the landlord. The present Act has not made any provision for such revision. It is very necessary that there should be such a provision which is found in the Tenancy Acts of other Provinces.

While considering that there should be a provision for the revision of rent even within twenty years in individual cases, I submit that the agency for revision of rent should be the Revenue Officer and not the civil court. For fixing or revising the rent, Revenue Officers are suitable. I would recommend that the Revenue Divisional Officer in each division may be empowered to deal with this and other similar matters. He may be assisted by three assessors representing different interests. A permanent land tribunal presided over by the Revenue Divisional Officer and assisted by assessors will be useful and helpful in deciding the disputes then and there.

96. *Payment of assessment.*—The proposal of the Committee is to amend section 14 of the Malabar Land Registration Act, so that a tenant who is to pay only fair rent can get himself registered as a joint-holder. Two reasons are urged in favour of this proposal. The first is that the tenant can then protect his crops from attachment for arrears of land revenue due on the holding by payment of the revenue due on his holding. The second is that it will enable the tenant to get the benefit of any refund by Government by way

of remission which is granted. At present, the tenant's crops are liable to attachment if the land revenue on the holding is in arrears. There may be cases where the tenant may have paid his full rent to the landlord and the latter may have made default in paying the land revenue. Even in such cases, the tenant's crops are liable for attachment. It is said that even if the tenant has paid the revenue due on his own holding, his crops are not now legally free from liability to attachment for other liabilities by his landlord.

The proposal assumes that the tenant's crops are attached for arrears of revenue on the other lands of the landlord. But in actual practice, it is said that the tenant is usually asked to pay the full assessment for his lands up to the extent of his liability to pay rent and any amount so paid can be adjusted towards rent. If the tenant pays the assessment on his holding, the produce is not being attached for arrears of revenue due on other lands. It does not appear that there has been any difficulty in the collection of land revenue assessment. Tenants are not being asked to pay the arrears on lands not under their occupation. As regards the second reason, the grant of remission by Government, it is not clear how the tenant is entitled to a share of the refund. In most cases, the landlords are liable to pay the assessment. Cases where the tenants are liable to pay assessment are rare. I am unable to see any necessity for this proposal. The joint registration will involve considerable work. There will be unnecessary increase in the joint pattas. I am, therefore, unable to support the recommendation.

Rent.

	Under the Act.	Recommendation of the Committee.	Suggestions by the Special Officer.
Wet lands (ordinary).	Two-third (average of the previous three years' gross yield *minus* two and a half times the seed required for one year).	Two-third of the net produce, i.e., gross produce of a normal year *minus* twenty Palghat paras per crop.	Half the gross produce. In Walluvanad and Palghat taluks, assessment and water-rate must be paid by tenants. In other taluks, half and half by the janmi and tenants.
Punjakol	....	Two-thirds of half of gross produce.	Same as recommended by the Committee.
Kaipad	....	Do.	Fifty per cent of the rent on the adjoining ordinary wet lands of similar classification.
Dry converted into wet.	(1) For the first twenty years, one-fifth (gross yield *minus* three times seed). (2) After twenty years, one fifth (gross yield *minus* two and a half times seed).	One-fifth of the net produce, i.e., gross produce of a normal year *minus* twenty Palghat paras per crop.	For the first twenty years, twice the dry assessment with the condition that the tenants should pay the assessment. *After twenty years*, rent as on ordinary wet lands to be paid.
Dry with ordinary crops.	Three times the assessment.	Same as in the Act ..	Three times the assessment.
Dry with commercial crops—			
(1) Cotton ..	....	No rent proposed separately for cotton.	No rent proposed separately for cotton.
(2) Groundnut ..	....	Three times the highest dry assessment of the district or the rate fixed in the existing contract, whichever is less.	One-sixth of the gross produce or the existing rent, whichever is less.
(3) Ginger ..	....	No rent separately for this.	One-sixth of the gross produce or the existing rent, whichever is less.

RENT—*cont.*

	Under the Act.	Recommendation of the Committee.	Suggestions by the Special Officer.
Fugitive .. .. Punam and modan ..	....	Twice the assessment.	Same as recommended by the Committee.
Pepper	....	The entire produce of the eleventh year after planting and of every fifth year thereafter. The assessment should be paid by the party who enjoys the produce.	Do.
Gardens	(1) *For coconut gardens planted by the tenant.*—One-fifth of the average number of nuts produced for the previous three years. (2) *For trees planted by landlord.*—Two-fifths of the average number of nuts produced for the previous three years. (3) *For areca and pepper raised by the tenant.*—One-sixth of the average number of nuts and pepper produced for the previous three years. (4) *For areca and pepper raised by the landlord.*—One-third of the average number of nuts and pepper produced for the previous three years.	Same as in the Act ..	No change.
Wynad—			
Wet lands (ordinary).	....	One-tenth of the gross produce *plus* the assessment or the rate fixed in the existing contract, whichever is less.	One and a half pothis to be fixed as maximum fair rent.
Dry converted into wet.	....	One-twentieth of the gross produce *plus* the assessment or the rate fixed in the existing contract, whichever is less.	Three-fourths pothis *plus* assessment or the existing rate, whichever is less.
Dry with ordinary crops.	....	Twice the assessment or the rate fixed in the existing contract, whichever is less.	Twice *the* assessment.

CHAPTER VIII.—RENEWALS AND RENEWAL FEES.

This chapter deals with renewals and renewal fees. In paragraph 149 of the report, the origin of this custom is referred to. In the succeeding paragraphs, the main proposals have been dealt with.

RENEWAL FEE.

2. Renewal fee is the amount payable to the janmi by the kanamdar or kuzhikanamdar or customary verumpattamdar when the tenure is renewed periodically. It is now generally regarded as a portion of the profit on the land, payable to the janmi. In a very early report in 1822, Mr. Graeme has described it as follows :—

"The policheluttu (renewal fee) payable under this deed seems intended as an equivalent for the tenant's profit, named cherulabham, which he has derived from the land. On the demise of the tenant, it is a fine of entry to his successor. The amount of it and the frequency of its renewal seem to depend upon the quality of the soil and the quantity of cherulabham which has been enjoyed by the tenant. The latter is generally ascertained by the competition of neighbours who offer better terms to the proprietor." From the very early times, it was considered a prerogative inherent

in the janmi right, that the kanamdar should renew his kanam deed after the lapse of a certain number of years (Mr. Warden's report, dated 12th September 1815). This custom still continues to exist.

3. *The origin of the system.*—It is not very clear as to how this practice arose. The Committee consider that the renewal fee was in the nature of succession fee and that the renewal was made when there was a change in the janmi or the tenant. However, from the early records, it is evident that renewals took place on other occasions also. In very early times, when Malabar was under the rule of Perumals, the practice was to renew the leases with the change of the ruler once in 12 years. The custom then was that the ruling Perumal should vacate his throne at the end of 12 years and the nobles used to elect another Perumal as their ruler for the next 12 years. At the time of such election, all the old deeds were considered to have become inoperative and new deeds were executed in their place. The term "Policheluttu" is made of two words of Dravidian origin, viz., "Polikha" and "Eluthu." The first word means to "break open," "undo," i.e., to tear away, and the second word "Eluthu" means "writing." Literally, the term means, tearing of documents. (Greame's Glossary.) It may be that the principle of renewals with every change in the ruler of the country was followed later on when there was a change in the parties to the contract. In that view, the renewal fee is considered as a fee on "succession". In Major Walker's treatise, it is noticed that lease in every case must expire with the lifetime of the janmi and that it must be renewed by his heir. Similarly, when there was a change in the tenant, the renewal had to be effected by the new tenant. From the old writings, it is evident, as summed up by Raja Sir T. Madhava Rao Committee, that "the fine was payable at the death of the janmi and at the death of the kanamdar or once in 12 years at the feast of Mahamagam at Tirunavaya when the parties having met together, the old document was torn up and a new document substituted." Later on, due to the keen competition for land, the janmis insisted on more frequent renewals.

4. Since the practice arose that the renewals should take place with every change of the parties to the transactions, or even with the whim of the janmis, the renewals became more frequent. In Mr. Farmer's period (1793), it lasted for three to five years. According to Mr. Walker, it was for three to six years. Longer period was allowed when the kanam amount was large. Mr. Graeme has stated that it was for three or four years. In his glossary, he has remarked that the twelve years were not observed at that time and that the period depended on circumstances. Owing to frequent riots in the district, Mr. Strange was appointed as Special Commissioner in 1852 to investigate the problem of the land tenures. In his report, Mr. Strange referred to the complaint that the renewals were resorted to at much shorter intervals and recommended that "the renewels should not be oftener than in twelve years." On his recommendation, the Sadr Adalt Court issued instructions on 5th August 1856 for the guidance of the civil courts that the kanams were renewable once in twelve years. Thus, since then (1856), the rule is that renewals should take place once in twelve years. Mr. Strange is looked upon as the author of the

twelve years' term (Moore's Law, page 217). The Malabar Tenancy Act XIV of 1930 has given legislative sanction for this practice.

5. *The justification for the renewal fee.*—According to the ancient customs of Malabar, land is generally leased out at very favourable rents, far below the equitable rent. This lightness of the lease is balanced by the custom of levying renewal fees periodically. Thus the renewal fee is only a portion of the profits which accrue to the kanamdar, after meeting the cost of cultivation and the charges on the land by way of interest on the kanam amount and "michavaram" or "rent" due to the janmi annually. In this connexion, reference is invited to the remarks of the Collector (Mr. Conolly), dated 30th March 1852, and of Mr. Strange (the Special Commissioner), printed at pages 6 and 9 in the correspondence relating to land tenures in Malabar (1852–56). There are several others, who have, from time to time, echoed the same view. There does not seem to be any serious dispute about this matter. The statistics collected by the special staff will show that the "michavaram" (rent payable to the janmi) is very much less than the verumpattam (rent) which the kanamdar gets from the actual cultivator.

6. *The quantum of the renewal fee.*—At every renewal, according to Mr. Logan, the ancient custom was to reduce the kanam amount by 13 per cent or at most 20 per cent with another 5 per cent to meet other charges incurred during renewal. Instead of reducing the kanam amount, the kanamdars used to pay actually the same percentage as fine. When the price of the commodities rose and there was keen competition for land due to the increase in population without any corresponding increase in the land available for cultivation, the janmis began to demand exorbitant renewal fees. The ancient right of eviction which the janmis enjoyed was a ready weapon in their hands to compel the tenants to accept whatever they demanded. The agents and hangers-on of the janmi had also a share in the bargain. The kanamdars had to pay not only what the janmi demanded but also what his agents and hangers-on demanded. Besides these periodical payments, the kanamdars had to make presents and contributions to the janmi on several festive and other important occasions and ceremonies. Thus, what was originally the custom of levying a small fine developed slowly "into an outrageous system of forehand renting." Several reports written from time to time refer to the prevalence of very high renewal fees. Mr. Logan has remarked that, in some cases, almost the whole of the rent for twelve years had to be paid as renewal fee in advance. Mr. Macgregor, Mr. T. Kunhiraman Nair and Sir C. Sankaran Nair have endorsed the opinion of Mr. Logan and have expressed that the renewal fees demanded were "exorbitant." In 1894, the Government observed that there was abundant evidence to show that the power of demanding heavy renewals was frequently exercised "in a most oppressive manner." The report of the Collector, dated 5th July 1894 on the proposals of the settlement shows that 40 or even 50 per cent of the kanam is often exacted. When in 1914, Sir Charles Innes reported on the Land Tenures in Malabar, he had the same story to tell. He too has recorded that the renewal fees were nearly always excessive and "often exorbitant." In support of his views, he has quoted at length the opinion of Mr. Justice Sundaram Ayyar, who had considerable experience about the matter. The latter has remarked "The janmis are supposed to act fairly if their demand is restricted to 50 per cent. The result is that the tenant has to pay in a lump sum 50 per cent of the balance accruing from year to year during twelve years." Then we come to Mr. Raghavayya's Committee report. The evidence before the Committee is not helpful. Varying accounts were given by different witnesses. Some of the witnesses said that the renewal fee was only one year's income, while some others spoke of high renewal fees (even six years' income). The finding of the Committee is that "the complaint is that the renewal fee is arbitrarily fixed, but, in most cases, it seems to be about a year's net produce." The present (Mr. Kuttikrishna Menon's) Committee went through the question again. In the report, there is no indication as to how much was being collected actually as renewal fees. The witness have given varying accounts as to the amount collected. I tried to get actual statistics of the amount paid as renewal fee. But information could not be had easily. These collections are not generally noted in the account books of the landlords. Only in some cases, the Special staff were able to ascertain the amounts paid as renewal fees. One thing seems certain, and it is that the renewal fees vary with different janmis and even with same janmi in different taluks and that no definite principle is followed in such cases.

7. *The suggestions made from time to time.*—The suggestions made in respect of this question from time to time are referred to below. Mr. Logan was not in favour of perpetuating the non-cultivating tenants, including kanamdars. Raja Sir T. Madhava Rao's Committee prescribed that the renewal fee should not exceed one year's net produce less the land revenue. This fee had to be paid by all occupancy ryots even by verumpattamdars who acquired this right (paragraph 34 of the report and section 9 of the Draft Act). The Hon'ble Mr. Master's Committee also adopted the same scale. (Section 6 in the draft Bill in Appendix A.) But later on there was an amendment to this provision fixing a maximum of 20 per cent of the kanam amount or one year's net produce in cases other than kanam tenure. (*See* 6 of the Bill in Appendix B.) On this question, the members were divided in their views. So, the bill was dropped. The scale of renewal fees recommended by Mr. Raghavayya's Committee, for different classes of lands, is as follows :—

(1) *Wet lands.*—Three years' net income, i.e., the difference between the fair rent as recommended by the Committee on the one hand and on the other hand the michavaram (rent payable to the janmi), Government revenue and interest on kanartham.

(2) *Kovilagam leases.*—Three years' net income, i.e., the difference between the fair rent as recommended by the Committee on the one hand and on the other hand the michavaram (rent payabale to the janmi), Government revenue and interest on kanartham.

(3) *Dry lands included in kanam.*—Three years' net income, i.e., the difference between the fair rent as recommended by the Committee on the one hand and on the other hand the michavaram (rent payable to the janmi), Government revenue and interest on kanartham.

In the case of dry lands, five times the assessment will be taken to be the 'fair rent.'

(4) *Gardens.*—One and a half times the gross income from the land. In calculating the gross income, the income from all trees, mango, tamarind, palmyra, cashew, pepper, etc., was also included and also the minor produce of the coconuts was taken into account.

8. The renewal fee fixed for the wet lands may appear to be unreasonable but it was allowed as compensation to the janmis for foregoing their old unfettered rights of eviction. This recommendation was examined by the Select Committee and the Government and modified. The modified proposals were passed by the Legislature and embodied in the Tenancy Act. The renewal fee prescribed under the Act is as follows :—

(1) Customary verumpattadars—three year's net income (section 16 of the Act).

(2) Kanamdars—$2\frac{1}{4}$ years' net income (section 17).

(3) Kuzhikanamdar—one-fourth of the annual gross produce of the fruit-bearing trees and pepper vines where pepper is not the principal crop in the holding, belonging to the cultivating kuzhikanamdar and half of the annual produce of the other fruit-bearing trees and pepper vines where pepper is not the principal crop. The intermediaries also get the benefit of a similar provision (section 18).

9. *The recommendation of the present Committee.*—The main recommendations of the present Committee are—

(1) The system of renewals once in twelve years should be abolished.

(2) The existing scale of renewal fee should be reduced as shown below :—

(*a*) Wet lands (under kanam and customary verumpattamdars) : one year's net income after deducting the "michavaram" and the interest on the kanam amount to be calculated at the rate specified in section 17 of the Act.

(*b*) Gardens and dry lands (under kanam) : one year's assessment *minus* the interest on the kanam amount.

(*c*) Kuzhikanams : Same as for kanams.

(3) In the case of kanam, kuzhikanam and customary verumpattams—one-twelfth of the reduced renewal fee should be added to the annual rent and made recoverable as part of the rent.

(4) For commercial sites under all kinds of tenure except verumpattams : one year's letting value of the site *minus* the interest on the kanam amount, if any (paragraph 156).

(5) These increased rates in the rent in lieu of the renewal fee should come into operation from the current year in cases where the term of the lease had already expired and in other cases on the due date for the payment of rent of the first year after the expiry of the current term (paragraph 157).

10. *Method for working out the renewal fees.*—At the outset, I shall refer to the recommendations of the Committee in regard to the method proposed to be adopted for working out the renewal fee. In olden times, the practice was to fix the renewal fee at a specified percentage of the kanam amount. This practice is still prevalent in Cochin State. Later on, the fee was based on the income from the land. Raja Sir T. Madhava Rao's Committee was not in favour of the former method (basing it on a percentage

of the kanam amount), on the ground that the liability of a tenant who had advanced more money would be larger than that of one who had advanced only a smaller amount. Subsequently, different methods were adopted in different localities and by different janmis. The method varied with each estate and each taluk. The Board of Revenue considered once that the renewal fee should be fixed with reference to each estate. In Mr. Thorne's report, he has given different kinds of calculating the renewal fee. One was based on the percentage of pattam, the second on the janmam pattam, a third on the verumpattam, a fourth on the para seed sowing area and the last on the net profit.

11. Mr. Raghavayya's Committee went through the whole question in detail and evolved the present system of fixing the renewal fee with reference to the net income on the land, after meeting *all* the charges. This principle was accepted by the legislature and the Government and embodied in the present Act.

12. The present Committee has considered the suggestion that the fee should depend on the kanam amount and has not supported it for the reasons urged against it on previous occasions. The continuance of the existing method is recommended as based on a very equitable principle.

13. *Recommendation to abolish the system altogether.*—In regard to the recommendation to abolish the system of renewal I submit that I feel compelled to express my disagreement. The main ground urged in favour of this proposal is that the renewal serves no purpose to anybody since the renewal deed contains the same terms as the superseded one. The Registration law requires that the rights over the land to enure for over one year should be secured by a registered document unless exempted specially by the Local Government under certain conditions. Such transactions without registered documents cannot ordinarily have any legal validity and cannot be enforced in a Court of Law, unless exempted specially. The Committee consider that the rent receipts would be sufficient evidence in support of the legal claim. It is said that the record of rights recommended to be maintained will also serve this purpose. But, according to the existing law of the property, so long as there is a subsisting contract between the parties to enure for over one year, it should ordinarily be by a registered document. A registered document for a period of 12 years cannot have legal force after the expiry of the period. No one would like to have his rights unsecured without legally valid documents in his support. I am doubtful if the parties would like to have such transactions without the formalities required by the law.

14. On a former occasion during the discussion of Sir Krishna Nair's Bill (Bill No. 7 of 1924) in the Legislative Council, some of the Hon'ble Members urged that the system of renewal might be abolished. They argued that the renewal was illogical and inappropriate when there was permanency in the tenure. Later on again, during the discussion of the Bill (No. 9 of 1929), which led to the passing of the present Act, a similar argument was raised to

no effect. The grounds urged previously cannot have any application now, when dealing with the existing provisions of the Act. It is perfectly understandable that there will be no need for renewal, if the tenure is made permanent, as was then contemplated. But under the present Act the kanamdars have not got permanent and unqualified right over the land. They have merely fixity of tenure under certain conditions. The janmi has still the right to evict him under rigidly strict conditions. Though evictions may be rare in actual practice, the right to evict has not been denied altogether to the janmi.

15. I shall consider what this renewal fee really means. It is not merely a portion of the rent due on the land (this aspect will be dealt with later on), but it is also a consideration for the contract to allow the kanamdar to be in occupation of the land for the next twelve years. It is a binding on the part of the janmi not to disturb the kanamdar during the next twelve years of renewal period except for the default of the kanamdar. However arbitrary the janmi might have been in the past in exercising his right of eviction, it does not appear that he at any time exercised his right of eviction during the period of the tenure. When once the tenure was renewed, after receipt of the fee, the contract became inviolable, and the kanamdar was absolutely secure in his position during that period, so long as he fulfilled his portion of the agreement. This seems to have been the main principle underlying the periodical renewal.

16. Under the Act, the janmi may require the land for his own bona fide cultivation. This he can do now only at the end of the period of tenure (twelve years). If and when the tenure is renewed, he cannot exercise his right even for the limited purpose allowed to him during the period of twelve years. If the present proposal is accepted, the result will cause hardship to the kanamdars also. In that case, there is nothing to prevent the janmi from exercising his limited right of eviction at any time. There will be no guarantee that this right will not be exercised for the next twelve years. In that case, the kanamdars will always be under the insecurity of tenure, even though they may not be *actually* disturbed. It is only with the object of protecting themselves from such disturbance, the kanamdars were paying renewal fees in the past. Unless and until the existing restricted right of the janmi to get back his land is completely denied to him once for all, the present system of periodical renewal cannot be removed in the interests of the tenure holders.

17. To the janmi too, the renewal which gets him a lumpsum payment is an advantage. It is really a portion of the rent which he gets periodically. The janmi has to meet extraordinary items of expenditure periodically. The devasthanams and the sthanams require large amounts for the periodical repairs of the buildings and for other expenses. To meet such items and any unforeseen items of expenditure, the renewal fees are required. Many people depend on the renewal fees for their ordinary expenses. Such people will be hard hit by such proposal. Such periodical payments are not uncommon elsewhere. Both in Cochin and Travancore, renewal

fees are in vogue. Though conditions in Malabar may vary, the principle is the same. Even in the East Coast districts, such a practice is not discountenanced.

18. It has been remarked in paragraph 5 that the renewal fee is only a portion of the rent due to the janmi, in consideration for the favourable annual michavaram (rent) agreed to. Under the customary law, the michavaram (annual rent) is fixed once for all. Any further adjustment of the net profits on the land between the janmi and the kanamdar are made at the time of the renewal by the payment of renewal fees. Since the michavaram cannot be enhanced under any circumstances, any reasonable increase in the share of the janmi can be secured only through the renewal fees. Whatever might have been the theory of the origin of the janmi right, the janmi has been regarded for over 150 years, as the absolute owner of the land. As such, he cannot be denied a fair share in the increased produce of the land from time to time. It may be urged that the kanamdars are responsible for all the improvements on the land and that the janmi cannot reasonably expect a share in the increased profits due to the efforts of the kanamdar. But the land belongs to the janmi and without it, the kanamdar cannot have any return at all. Further, most of the substantial improvements in most cases were carried out long ago. During this long period, the kanamdars have been enjoying an appreciable portion of the benefits of the improvements. It is not unlikely that the cost of improvements would have been recouped from the past income. Further, if, and when the land reverts to the janmi in case of eviction of the kanamdar, he is required under the Compensation for Improvements Act to pay the value of such improvements. In such circumstances, it is not inequitable to allow the janmi to have a share periodically in the income from the land.

19. The periodical adjustment is necessary in view of the peculiar conditions in Malabar. The income from land is likely to be subject to fluctuation. There is scope for change of the crops grown on the land. Wet lands may easily be converted into gardens. This is possible to a much greater extent in the West Coast than in the East Coast. Even after the gardens are raised, the income will depend on the care and interest with which the tenant maintains them. If the tenant takes interest in the gardens, there is increase in the produce. If they are neglected and allowed to deteriorate, the income will suffer. At least in the case of gardens, it is necessary that once in twelve years, the rent payable by the cultivating tenant is determined. The periodical taking account of the conditions of the garden is necessary in the interest of cultivation. This is secured by the periodical renewals of the kanam and kuzhikanam tenures. Thus there is a purpose behind the periodical renewal. It is an advantage to both the parties.

20. The system has been in vogue for over 150 years. From the earliest times, the renewal fee has been regarded as much an essential part of the kanam tenure as the kanam and the michavaram. In Malabar, custom has always regulated the relationship

between the landlord and the tenant. It is doubtful if this proposal to do away with the system of renewal will be viewed with favour by the general public.

RECOMMENDATION TO REDUCE THE RENEWAL FEE.

21. Next, I shall refer to the recommendation to reduce the existing scale of renewal fee in the case of wet lands from 2¼ years' net income to one year's net income. The main ground for this recommendation is that the existing scale (2¼ years' income) is high when compared with the old scales and that many kanamdars have been ruined since they had to mortgage their holdings to pay off the renewal fees. The Committee have referred to the old scale—13 per cent to 20 per cent of the kanam amount prevailing long ago and have remarked that the scale fixed under the Act was about four times the previous rate. The Committee's recommendation is apparently based also on the finding of Mr. Raghavayya's Committee that the renewal fee was one yar's net income 'in most cases'. But this finding cannot be applicable to all the cases or even the majority of cases. There were cases where only one year's net income was paid as renewal fee. But there were also cases with higher rates—even up to six years' income. From the old records, it is evident that high renewal fees were common then and this has been referred to in paragraph 6 above. It is quite possible to list out cases, in support of either of these contentions. During the debate in the Legislative Council when the Bill (Bill No. 9 of 1929) leading to the present Act was passed, the Hon'ble members cited instances where high renewal fees and low fees were collected. It is seen from the report of the Select Committee, that one of the members furnished to the Government a statement showing cases where six years' income was collected as renewal fee. No definite standard existed in the levy of the renewal fee, "the amount varying with each locality, with each janmi, with each family and with different lands of the same family". As was remarked by the Hon'ble Revenue Member during the debates in the Council, one of the witnesses examined by Mr. Raghavayya's Committee summed it up by saying "so many janmis, so many rates, would appear to be the rule". Under such circumstances, it cannot be definitely asserted that the previous rates were lower than the scale now prescribed in all cases or in the majority of cases. At the same time, it is not also possible to fix one uniform rate which would cover the whole of the previous practice.

22. In regard to the remark that the kanamdars have been ruined by mortgaging their holdings for paying off the renewal fee, it is doubtful if such a condition exists at present. There are references in Mr. Logan's report in 1882 and later on in the District Gazetteer that the kanamdars had to mortgage their lands for payment of heavy renewal fees. But, in those cases, perhaps the renewal fees were high as remarked by Mr. Logan and by some others also. But the present scale has been fixed at reasonable rates. Specific cases of hardship were not taken to the notice of the Committee. Some of the witnesses refer to the

high rates and speak generally that people are ruined. It does not appear that there are satisfactory data in support of the argument advanced by the Committee.

REASONS FOR FIXING THE SCALE AT THE PRESENT RATE.

23. Next I shall examine the circumstances under which the rate of 2¼ years' net income was fixed by Mr. Raghavayya's Committee. The previous rates of renewal fees were not the main consideration which weighed with the Committee. The rate was fixed on a consideration of the several factors relevant for the question. Previously the kanamdar had no fixity of tenure. He could be evicted by the janmi at his sweet will and pleasure after the expiry of the twelve years' period. The Raghavayya Committee considered that the kanamdar should be secured with fixity of tenure. For this purpose, it was considered reasonable that the kanamdar should offer some compensation to the janmi. This aspect was taken into account when recommending the rate of the renewal fee at three years net income. It is clear from the report that the rate was fixed as a matter of compromise. The Committee considered that the compromise was "on the whole, fair, taking all circumstances into account". Later on, when the recommendation of the Committee was before the Government for their consideration, a joint conference of the leading janmies and the kanamdars was convened by the Government. In the conference, the janmies contended that the rate recommended by the Committee should not be reduced and the tenants urged for reduction to 1½ year's income. The claims of the two parties were adjusted by striking the via media and the rate of 2¼ years' income was adopted.

24. Apart from this compromise, it is a point for consideration whether the claim for 2¼ years' net income is unreasonable on its merits. When calculating the net income, the annual michavaram which is paid to the janmi, the interest on the kanam amount and all charges incurred by the kanamdar are deducted from his gross income. What remains after all these payments are made is taken to be the net income for a year. This amount multiplied by 2¼ times is to be the renewal fee to be paid once in twelve years. It is true that the kanamdar is responsible for all the improvements on the land. The share which he gets seems to be sufficient, especially in view of the fact that the kanamdar has been enjoying the increased share for a long time. The annual rent (michavaram) which the kanamdars pay is generally low. Though in some cases the rent is fair, in most of the cases, especially in South Malabar, where the wet lands are predominant, it is low.

25. One important point in favour of the present Committee's recommendation is that on a former occasion also, only one year's net produce on the land was recommended as the scale for the renewal fee by the Rajah Sir Madhava Rao's Committee. But the main consideration is as to how the present provisions in the Act and the proposal will affect the parties. Since the passing of the Act, renewals have been rare. This will be apparent from the

statement of kanams prepared now and which is appended herewith. One of the witnesses examined by Mr. Kuttikrishna Menon's Committee has stated that "there has been a reduction in the number of renewals and the Act is the reason for it." The Committee have referred to the difficulties in the existing Act in securing renewals by the janmis promptly and regularly, and have remarked that "many janmis have been unable to collect their renewal fees." Thus it is clear that the provision has not been actually tried for a sufficiently long time in a large number of cases. It is, therefore, too soon to offer any useful remarks on the existing scale. Unless a large number of specific cases are examined, it is not possible to say definitely whether the existing scale is high or moderate. The Committee have referred to the general complaint that the existing scale is high and have stated that the complaint seems to be "well founded." Such a general remark without specific cases in support of it, cannot be a convincing argument against the present formula which on the face of it appears equitable, since the janmi gets 2¼ years' net income out of twelve years' net income for the kanamdar, after making the necessary deductions from the income. In the Kuthali Estate now under the Government, renewal fees are being collected under the scale prescribed in the Act. No complaint has been made about the present scale. From the statistics of Kanams collected, it is evident that the kanamdar passes on annually to the janmi only a portion of the rent which he gets from his tenant. In several cases it is a small portion. Recently I understand from a very reliable source that even now about six years' rent is being collected as renewal fee far more than the rate fixed under the Act. This shows that the janmis are not conforming to the scale prescribed in the Act and that high rates are still being demanded in some cases. In the absence of specific instances of hardship, I feel considerable hesitation to support the recommendation of the Committee. I submit that the existing scale of 2¼ years' net income may be retained as the renewal fee. In this connection, I would submit that none of the local officers nor the High Court have supported the Committee's recommendation.

26. *Dry lands.*—The kanam of dry lands alone is rare. Dry lands are included with wet lands in the same kanam documents. In such cases, the existing Act does not make any distinction in the method of fixing the renewal fee. The same principle is to be observed in working out the rate. This seems reasonable and will also be easy of working out the rate. The present Committee recommends that for dry lands, the scale of renewal fee should be one year's assessment *minus* the interest on the kanam amount. This scale is recommended even where dry lands are included with wet lands in the same document. The rate fixed seems to be low. There seems to be no sufficient reason for adopting different methods for wet and dry lands in working out the scales. The existing provision of the Act may be continued.

27. Under the existing Act, the kanams of dry lands alone are excluded from the operations of the Act. They are not, therefore, entitled to have the benefit of the renewal fees. Though such

cases may be rare, the benefit of the provision may be extended to them also. If this suggestion is approved, the proviso (c) (ii) to section 17 may have to be deleted.

28. *Customary verumpattamdars.*—Here also, the recommendation of the Committee is to reduce the present scale to one year's net profit. For reasons similar to those urged for kanams, there seems to be no ground for changing the present rates.

29. In regard to the collection of the fees, though the periodical lumpsum payment will be an advantage to the janmi, in view of the difficulties of thee intermediaries to raise a lumpsum, the renewal fee may be collected in 12 equal annual instalments along with the annual michavaram (rent). Thus, every year, the kanamdar will have to pay the present rent *plus* 1/12th of the '2¼ years' net income as calculated under the Act. Since the collection is evenly distributed, there will be no necessity for borrowing the money. Out of the rent which the non-cultivating kanamdar gets from the verumpattamdar he may pay the increased rate of rent. Similarly, the cultivating kanamdar may pay it out of the proceeds of the land. The kanamdar will be only passing on to the janmi a portion of the income which he actually gets. If, however, the kanamdar prefers to pay it in lump sum, he may be allowed to do so. The option to pay it in lump or in 12 equal instalments may be left to the kanamdar.

30. *Modification in the mode of payment.*—I would suggest a modification in working out the renewal fee in future. It is generally believed that the kanamdars are mostly responsible for the improvements on the land. The kanamdar was not till now hesitating to effect the necessary improvement since he was sure of increased profits. The rent which he got from the verumpattamdar or the renewal fee which he paid to the janmi was not strictly regulated by the provisions of the Act. There was nothing to prevent him from demanding a higher rent from his tenant. If there were large improvements, the janmi would agree to forego a portion of the renewal fee. Now that the relationship between the parties will be regulated strictly with reference to the provisions of the Act, it seems necessary to offer sufficient inducement to the kanamdar to effect improvements. For ordinary periodical improvements which the kanamdar is now attending to (such as repairs to bunds and water-courses and tanks), he cannot claim any extra consideration. But where owing to heavy floods on unforeseen circumstances, unusual repairs are carried out, the kanamdar may be enabled to get relief by way of reduction of renewal fee.. Similarly when the kanamdar effects improvements by converting the land from single crop to double crop, similar relief may be allowed. I would submit that in such cases the cost of extraordinary improvements may be added on to the kanam amount and interest allowed on it at the same rate as the original amount. If the interest is allowed in calculating the net income, the kanamdar has every inducement to effect the improvement. Before making such improvements, the kanamdar should be required to give intimation about the improvements to the janmi. It is unreasonable to make the janmi liable for such improvements later on when he has not been informed of it in time. In other

Provinces, the landlord has got such a right. In cases of dispute, the parties may then and there apply to the courts for decision. The Land Tribunal may deal with such disputes.

31. Such an incentive is necessary in the interests of cultivation. Even as it is, there is indifference in cultivation. Nobody is interested in effecting large-scale permanent improvements. I understand that in some cases, lands which were damaged considerably by the high floods of 1924 have not yet been repaired subsequently since nobody is interested in them. There should be several such cases of neglect. It is necessary that sufficient inducement is offered by the Legislature. This inducement can be given only by giving the increased profits to the improver. In this connexion, the observation of the Royal Commission on Agriculture in India is relevant. They say: "We would suggest that, where existing systems of tenure or etnancy laws operate in such a way as to deter landlords who are willing to do so from investing capital in the improvement of their land, the subject should receive careful consideration with a view to the enactment of such amendments as may be calculated to remove the difficulties." This wholesome principle has been adopted in the United Provinces Tenancy Act of 1939 [section 117 (*c*)].

32. *Gardens.*—I feel that the Committee's recommendation (payment of one year's assessment *minus* the interest on kanam amount) is very likely to cause considerable hardship to the several poor janmis of North Malabar where gardens abound. Everywhere, gardens are more valuable than ordinary arable land. The commercial crops yield much better income than paddy or other cereals. The gardens in Malabar are more valuable than those in the East Coast districts, since the soil is better suited to such cultivation and there is abundant rainfall. When the tenants are able to get a good income from the gardens, it is not unreasonable to expect them to give a fair share of it to the owner.

33. In the case of garden lands, the janmi gets the annual rent (michavaram) and the periodical renewal fee. In respect of most of the gardens, especially in North Malabar, there are intermediaries. In such cases, the annual rent which the janmi gets is comparatively low. This rent would have been fixed at a time when the garden had not been developed fully. Even though the income from the land may increase subsequently after improvements, the janmi cannot get any enhancement in the annual rent, it is that he gets the benefit of the renewal fee once in 12 years. During the renewal, he is expected to get a fair share of the profits on the land. In cases where there are no intermediaries, the janmi can claim "fair rent" from his tenant, as prescribed in the Act under certain conditions. The scale of fair rent has been referred to in Chapter VII. It is based on the gross produce of only coconut trees, areca and pepper vines. The minor produce of such trees is not taken into account. Similarly, the produce from other trees (such as mango, jack, tamarind, etc.) is left out of calculation. There may be houses let out to others for residential or for trade purposes. Even then, any income from such a source is excluded. Thus the "fair rent" is not fixed with reference to the *entire* income from the land. The tenant pays as rent only a portion of the income from some kinds of trees. Thus, whether there is any intermediary or not, the janmi gets only a reduced rate of rent annually. It is only for this consideration the renewal fee is paid periodically. It is only a portion of the net income from the land.

34. The prevailing rate of renewal fee is one year's income in most cases. Presumably, in conformity to this practice, one year's rent was proposed as renewal fee in Sir Krishnan Nayar's Bill. Mr. Raghavayya's Committee found that, in some cases, even two years' net income was being collected. In view of the fixity of tenure secured to the kuzhikanamdars and the difficulty in working out the cost of maintenance of the garden, the Committee recommended $1\frac{1}{2}$ years' gross produce as the renewal fee. But this recommendation was modified considerably and under the existing provision of the Act, the renewal fee is fixed at one-fourth of the annual gross produce of the fruit-bearing trees and pepper vines belonging to the cultivating kuzhikanamdar and half of the annual gross produce of other trees. It may be noted that, for purposes of the calculation of the renewal fees, the produce of *all* fruit trees is taken into account under the Act.

35. The present Committee's recommendation is one year's assessment *less* the interest on kanam amount, if any. The kanam amount is generally low in several cases. Even then, one year's assessment cannot be considered fair to the janmi. In North Malabar, several dry lands have been converted into gardens and the lands still bear only the dry rate of assessment. Even now, the important janmis in North Malabar are collecting one year's income as renewal fee. The rate is estimated favourably to the tenant, but it is always much more than one year's assessment. Since the renewal fee is a portion of the income on the land, there is no reason why it should not be fixed with reference to the income from the land. The present formula of calculating it with reference to the gross produce is equitable since it avoids the calculation of the maintenance charges which are variable. Previously, there was no distinction made as to who planted the trees. The rent was fixed on the same percentage of the produce, irrespective as to whether the trees were planted by the janmi or by the tenant. But, from the time of Mr. Raghavayya's Committee report, a distinction is made. There is no doubt that such a distinction is equitable to both sides. In regard to the trees planted by the tenants, the renewal fee is one-fourth of the produce and in regard to the other trees (those not planted by the tenant), it is half the produce. The share allowed in the case of the former is reasonable. But, in the case of the latter, i.e., where the janmi or the intermediary planted the trees, half the produce seems to be rather low. Even if one-fourth of the entire produce is taken to be the maintenance charges, three-fourths of the produce may be deemed reasonable. I may be permitted to note here that the income from the minor produce, or from any building, goes entirely to the tenant. The landlord cannot get back the land since he will be unable to pay the value of improvements on eviction.

36. The main ground for this proposal is that the expenses of maintaining a garden was taken to be as much as three-fourths of

the gross produce. I am not sure whether this is correct. Even during the depression period, it cannot be that a person will spend for maintenance three-fourths of the gross income. The scale of maintenance charges fixed by the Collector under the provisions of the Malabar Improvements Act is not so high as is suggested by the Committee.

37. Perhaps, one-fourth of the gross produce may be considered reasonable in most cases towards the cost of maintenance. In the draft Bill submitted by Raja Madhava Rao's Committee, net produce of parambas (garden lands) has been defined as being three-fourths of the gross produce [section 5 (11)]. Mr. Logan also had a similar provision in his Bill. In the course of the debates in the Council before the present Act was passed, one of the members has remarked that " It must be admitted on all hands that for digging, ploughing, fencing and watching, etc., one-fourth of the produce will go . . ." I have consulted several persons in the matter. Mr. Kunhappa Nambiyar (Special Deputy Collector) considers that for the maintenance of the garden, three-fourths of the gross produce will be required as maintenance charges. Even if the trees are irrigated, such a high cost as three-fourths gross income is not required. In these circumstances, I submit that the existing provisions in the Act for the renewal fees may be retained.

38. *Difficulties in the Act.*—I wish to refer to some difficulties in working out the existing provisions of the Act in regard to the renewals. Under the Act, the kanamdar has been given the option to apply to the court for the renewal of the tenure. But no such option has been given to the landlord, when there has been no previous renewal at all under the Act. He can exercise this right only after the tenure has been renewed under the Act, at least once before. In respect of the kanamdar, he may exercise his option at any time for the first renewal of the tenure. The Act has not prescribed any limit for filing the application for the first renewal. So he has now no inducement to apply for renewal at all. He may keep quiet without his being disturbed from his holding. The landlord's only remedy is to file a suit for eviction under section 20 (3) of the Act. This is a costly and tedious procedure. When the landlord requires only the renewal of the deed and is not at all keen on disturbing the kanamdar, there is no purpose in requiring him to file a suit for eviction.

39. Further, the procedure in the Act is rather cumbersome. When an application for renewal is filed by the kanamdar, the court has to require the janmi to say whether he proposes to file a suit for eviction for any of the grounds except for failure to pay the renewal. If the janmi says that he intends to do so, the application is dismissed. After the dismissal of the application, no time-limit has been fixed within which the janmi should file the suit for eviction. Similarly, if the janmi files an eviction suit for failure to pay the renewal fee under section 23 (*b*), the tenant shall be entitled to make an application for renewal, in which case the suit will abide the result of the application. He can raise this plea at any stage in the suit, and not necessarily at the early stages. Thus, till the janmi files a suit for renewal fees, the tenant may remain quiet without taking steps for renewal.

40. This difficulty has been referred to both in Mr. Raghavayya's Committee report and in that of the present Committee. In the first Committee report, it is remarked: " As the law stands at present, the janmi has no right to sue for the renewal fee . . . He can, of course, sue for eviction . . . But the excessive amount which he almost invariably will have to pay as value of improvements, acts as a deterrent on many a janmi choosing to exercise the right to evict. The result is that many tenants get the benefit of renewal without paying the renewal fee." The second Committee have observed that " under the present procedure, the kanamdar can protract the proceedings and then apply at a late stage for renewal of his kanam."

41. *Suggestions for removing the difficulties.*—It is, therefore, necessary to allow the janmi to file an application for the renewal of the tenure, and to fix a time-limit for the exercise of the kanamdar's right to apply for renewal. Under the original Bill prepared on the recommendation of Mr. Raghavayya's Committee, a time-limit was prescribed within which the kanamdar should exercise his option to renewal. Section 16 of the original Bill required that such " an application to the landlord shall be made in writing not earlier than six and not later than two months before the expiry of the lease or kanam or kuzhikanam to be renewed." Thus the scheme of the original Bill was to compel every tenant who wanted a renewal to apply before the expiry of the period of the terminating lease for renewal and a renewal document was to be the usual course. Now this provision is taken away and the tenant need not take early steps for renewal, driving the landlord to a costly suit for eviction. The necessity for fixing the time-limit for applications by the kanamdars was urged during the discussion in the Legislative Council. One of the members brought forward an amendment for fixing the time-limit. But it was not passed in the Council on the Hon'ble Revenue Member pointing out the provision under section 54 (2) (*b*) of the Act under which Government may make rules for the period of limitation for applications under this Act for which no period is specifically fixed therein. No rules have, however, been framed under this section to rectify the omission.

42. I suggest that the kanamdar may be required to exercise his option *within* six months after the expiry of the kanam tenure. If he does not do so, he should be deemed to have agreed to the renewal. Similarly, a time-limit of six months may be fixed for the filing of an eviction suit under section 20 when the janmi requires the land for the bona fide cultivation by himself or by the members of his family. This change will remove all uncertainties and the renewals will be regular and prompt.

Renewal fees.

Kanams.	Under the Act.	Recommendation of the Committee.	Suggestions by the Special Officer.
(1) Wet and dry ..	Two and a quarter times the balance of the annual fair rent after deducting (1) the annual revenue if payable by the kanamdar, (2) the annual interest on the kanartham and (3) the annual michavaram.	Equal to the net annual profit as calculated under the present formula.	Renewal fee prescribed under the Act may be retained.

Kanams.	Under the Act.	Recommendations of the Committee.	Suggestions by the Special Officer.
(2) Dry (alone) ..	No renewal fee	One year's assessment *minus* the interest on kanam amount.	Renewal fee prescribed under the Act for wet and dry lands may be retained.
Kuzhikanam for gardens.	One-fourth of the annual gross produce of the fruit-bearing trees and pepper vines belonging to the cultivating kuzhikanamdar and half of the gross produce of other trees.	One year's assessment *minus* interest on kanam amount.	One-fouth of the annual gross produce of the fruit-bearing trees belonging to the kuzhikanamdar and three-fourths of the produce of other trees.
Customary verumpattamdar.	Three times the balance of the annual fair rent after deducting both annual rent payable under the previous lease and the annual Government revenue in cases where revenue is payable by such customary verumpattamdar (i.e., three years' net profit).	One year's net profit.	Same rate as is provided under the Act.

CHAPTER IX.—INTERMEDIARIES AND UNDER-TENURE HOLDERS.

RIGHTS IN LAND.

"In no country in the world is the nature of the species of property better understood than in Malabar, nor its rights more tenaciously maintained", so observed Major Walker in the beginning of the nineteenth century. This is as much true to-day, as it was about 150 years ago. In an agricultural country like India, land is the most valuable of all the properties sought after. In the absence of any means of investment on industrial or commercial undertakings, investment on land is the most common in India. It is a thoroughly safe investment, yielding a fairly reasonable return. The exemption of agricultural income from income-tax is another inducement for big capitalists to invest their savings on land. Similarly when a person requires any loan he has to look to his land for the purpose. Thus both the investor and the needy borrower have to resort to land for their purpose. Malabar is no exception to this.

2. Rights in land have been very greatly prized. Transactions on land are more common and far more varied in Malabar than elsewhere. From outright sale of land to ordinary mortgage and from the "Otti" right where the janmi divests himself with all rights of property except the proprietary right and the right to redeem and gets only a very nominal rent to the ordinary verumpattamdar paying the full fair rent, there are a number of rights in the land. There are as many as 28 tenures of land in Malabar. Most of these tenure-holders are not actually cultivating the lands. The rights under the several tenures differ from one another. The persons who have such rights in lands are known as intermediaries.

INTERMEDIARIES.

3. One of the peculiar features in the land tenures of Malabar is the existence of a large number of intermediaries, with rights in the land. The important intermediaries are kanamdars and the kuzhikanamdars. It is said that these two types of tenure-holders are the real back-bone of the district. They are said to be the persons responsible for the reclamation of the waste lands, and conversion into paddy fields and coconut gardens. Kanamdars are said to be responsible for carrying out improvements on the land necessary for efficient cultivation. This is one view. The other view is that they (especially kanamdars) are parasites, and are merely rent receivers, without taking any interest in the land. Land is to the tiller of the soil and the person who does not spend on it either by his individual efforts or by money has no place in the agricultural economy. In such a view, the intermediaries are superfluities, and the sooner they are weeded out the better will be the agricultural efficiency. In Malabar, the problem is an acute one. The elimination of such intermediaries is one of the main objectives in the tenancy reform. The Committee have considered this question in all aspects.

THREE SUGGESTIONS MADE TO THE COMMITTEE.

4. The Committee have considered three important suggestions in the matter. They are—

(1) the liquidation of all persons interested in the land except the actual cultivator of the land. Both the janmi and all the intermediaries will be purchased out and there will be none between the cultivator and the Government. In short, the suggestion is to replace every other mode of holding the land by peasant proprietorship. There will be a number of small peasant proprietors owning small extents required for them and their family and cultivating them themselves.

(2) The elimination of all the intermediaries with the result that there will be none between the landlord and the tenant. This is the perfect form of the landlord and tenant system.

(3) Since, in the opinion of the Committee, both these suggestions are not practicable at least for the present they have suggested remedies for the protection of the interests of the under-tenure-holders without any prejudice to the interests of the janmis in the realization of rent due to them from intermediate intermediaries (i.e., those remaining between the janmi and the tenure-holder).

CREATION OF PEASANT PROPRIETORSHIP.

5. I shall examine the recommendations of the Committee one by one. The first suggestion (creation of peasant proprietorship) was mainly from the All-Malabar Peasants' Union. This is the main principle of the important peasant organizations. A few of the non-official gentlemen also have recommended the adoption of this principle. The suggestion made is the compulsory purchase of the interests of the janmi and of the several intermediaries on the land. This course involves payment of a large amount of compensation to them. But the actual cultivator is poor in most cases. He will not be able to find money for the purpose. A few members of the Committee suggested that compensation need not be paid in view of the long period of enjoyment of the benefits from the land. But this suggestion is expropriatory in character and is against the Indian sentiment. Some compensation, though it may not be on the scale now allowed for compulsory acquisition of rights, will have to be given. Another suggestion was that

Government might help the tenant in the matter by financing the scheme either in cash or by the issue of bonds. Since the financial implication could not be worked out even approximately, the Committee have not recommended the acceptance of the suggestion. Even if the janmis and the intermediaries are eliminated completely, there will be a tendency for the newly created proprietors to sub-let their holdings with the result that the present system will re-appear again with a new class of janmis and intermediaries. Unless sub-letting is restrained there is no use of adopting this scheme. In view of these difficulties the Committee do not support the proposal at all.

I support the Committee in their views on the matter.

6. Peasant proprietorship is one of the main modes of holding land, advocated all through the world. Ireland fought for it valiantly and after innumerable difficulties was successful in getting it. The one objective of all the agrarian reforms in the countries of Europe, excluding Russia, is that of establishing peasant farms large enough to support the family of the owner. The Governments in those countries have been in the past and are still contributing financial help in such undertakings. The remaining measures of reforms carried out were only with a view to help the actual cultivator in getting a decent standard of living. In India, however, no serious attempt has been made hitherto in this direction. This is mainly due to the peculiar conditions here which are more suitable for the system of landlord and tenant. In a country where land is unevenly distributed or where lands are fertile and when the standard of living of cultivators is low, the system of landlord and tenant is inevitable. Ryots owning large extents of land find it profitable to lease out some of their lands to others. Similarly, the poor ryots owning small extents of lands or ryots who have some cattle, find it to their profit to take on lease the lands of others, so that they may keep themselves and their cattle fully employed. It is thus a subsidiary occupation to small pattadars. Similarly where the land is fertile, successful farmers gradually buy more and more land till they find it difficult to cultivate all their lands. So they have necessarily to lease out some of their lands to others. In a few generations, it is quite possible for a family of thrifty and industrious peasants in a fertile area to acquire large extents of lands, which may have to be leased out to others. Similarly, cultivating peasants who mortgage their lands may have to sell them later on to the mortgagees who may not cultivate them.

7. Apart from this circumstance, the present-day cultivators and the tenants are ignorant and lacking in initiative and enterprise. By temperament and long habit, they are very slow to take to improved methods of cultivation. They are generally sceptical of the new methods and do not take risks in cultivation. The result is that there is stagnation and deterioration. The increase in production can be secured by adopting improved and scientific methods of agriculture. In such matters, the initiative and the necessary capital can be expected only from the rich and middle class land-owners. Sir John Russell (Imperial Council of Agricultural Research) has recently remarked "that perhaps the most serious of all the difficulties confronting Indian Agriculture is the lack of an agricultural aristocracy and the lack of an educated middle class." Many of the great advances in Western agriculture are due to men of this type. Only if and when middle-class people take interest in cultivation of the land, improvement in agriculture is possible. This can be secured only under the existing system of landlord and tenant.

8. In these circumstances, I submit that though the system of peasant proprietorship is an ideal to be aimed at, it is not practicable, under the present circumstances, to give effect to it on a large scale. In the interests of efficient cultivation, it is necessary that the present system (landlord and tenant) should continue, though under improved conditions.

ELIMINATION OF INTERMEDIARIES.

9. In regard to the elimination of the intermediaries, the suggestion made to the Committee was that the intermediary should be allowed to buy out the janmi's rights. This suggestion also was not acceptable to the Committee for the reason that the cultivating classes were poor and that if sub-letting by tenants was not prohibited, there would be a new class of janmis and tenants created.

10. The Committee consider that the intermediaries may be left to be eliminated by the operation of economic forces and that the process need not be artificially hastened by a general scheme of compulsory purchase. I support this view, at least for the present. The Collector considers that it is not possible to eliminate the intermediaries by buying them up. He, however, suggests that the rents due to the janmi and the intermediaries may be fixed with reference to the value of the respective rights of the several persons (janmis and intermediaries) interested in the land. The District Judge, South Malabar, agrees with the recommendations of the Committee. The District Judge, North Malabar, observes that the Committee should have prepared some plan for compulsory purchase of the intermediaries and that the creation of a new class of intermediaries can be avoided if sub-kanamdars are treated only as secured creditors and not as tenure-holders. Three of the Hon'ble Judges of the High Court consider that the interest of the intermediary who defaults in the payment of the rent should be sold out and that all the intermediaries should be eliminated by a compulsory purchase.

DIFFICULTIES OF VALUATION OF THE RIGHTS OF THE INTERMEDIARIES.

11. Now coming to the problem of elimination of the intermediaries in regard to the kanam tenure, the work involved in estimating the compensation, is comparatively simpler than in kuzhikanam. It is, however, difficult to lay down definitely which of the two—the janmi or the kanamdar—should be eliminated as a class. Both have substantial rights. The janmi is the holder of the absolute right of ownership and the kanamdar derives his title only from him. But the kanamdar's interest is ancient. He has all along contributed to the improvement and cultivation of the land. It was he or his predecessor who reclaimed, in most of the cases, the land and brought it to the present condition.

There are persons under both the categories who hold very large extents. There are the janmis with very small holdings; while some kanamdars enjoy large extents on kanam tenure. Among the kanamdars, there are several people holding small extents of land on kanam and depending mostly on the income from such lands for their maintenance. It will be very hard if such kanamdars are eliminated, in preference to janmis who may have large extents. Similarly the small janmis cannot be eliminated in preference to one who has extensive lands on kanam. So it is desirable that every case should be decided on merits as to whether the janmi or kanamdar should be eliminated. When doing so, the following facts may be considered as relevant :—

(1) The extent of land held by each under different tenures.
(2) The period for which this land is held on kanam.
(3) The opportunity to supervise the cultivation effectively.

The person who is in greater need of land than the other and who has larger opportunities to supervise the cultivation should be preferred to continue on the land.

12. The fixing of compensation in each case will take time, and in most cases, there may be disputes. The rights of the janmi can be assessed by capitalizing the income from michavaram and the renewal fee. But there may be difficulty in valuing the rights of the kanamdars. It is generally claimed that the kanamdar is responsible for all the improvements on the land. In some cases, it is said that the waste land was rendered fit for wet cultivation only by him or his predecessors in interest. The original reclamation might have been done years ago and now and then slight improvements might have been effected. The parties are not likely to agree now as to the value of such improvements. Under the law, as it stands at present, the compensation is payable according to the present market value of the improvements. Some of the kanamdars said that this should be the method of valuation of the compensation. They say that they are entitled to the difference between the present value and the value before improvement. Apart from the difficulty to find out the value of the land in its original condition when it was given to the kanamdar's predecessor in interest, the principle seems to be unreasonable, since it does not take into any account the long period of enjoyment of the benefits of improvement. In other Provinces, this aspect, namely, the period of enjoyment in the past, is one of the main factors taken into account. The correct method appears to be to work out the compensation on the basis of the net annual income which the kanamdar derives from the land. For this purpose, it is necessary to ascertain (1) the net income which he gets from the land when he himself cultivates it or the annual rent which he gets from his tenant when the land is not cultivated by him and (2) the annual michavaram (rent) payable to the janmi every year *plus* 1/12 of the renewal fee which he is required to pay under the Act. The difference between (1) and (2) will be the net annual income This amount will have to be capitalized at as many years of purchase as may be decided on with reference to each case. I understand that this principle is now being followed when awarding compensation. The question will then arise as to the kanam amount originally paid by the kanamdar. If it is required to be repaid after several years of enjoyment, it will be very unreasonable.

Perhaps it may be necessary to have a provision as in Bengal where possessory mortgages are declared to be extinguished after the expiry of a fixed period. In any case, there is likely to be considerable difficulty in assessing the kanamdar's right, since, in almost all cases, there will be keen contest between the parties. Even now, there is very heavy litigation in Malabar district. If every holding is taken up for valuation, the time, expense and the labour involved will be tremendous.

13. After the compensation is fixed, the question will be who will contribute the money for the purpose. In most of these cases, the parties themselves may find money for payment; but, some cannot do so and while some others will not do so, though they can. Then it has to be considered whether Government will help the party by advancing money or by the issue of bonds. This course may be an unnecessary burden on the general revenues of the Government.

14. There is another method to solve this difficulty and it is by apportioning the land to the janmi and the kanamdar according to the value of their rights. In this case, the rights of both have to be valued. The value of the holding will be estimated and it will then have to be apportioned by subdivision or allotting different subdivisions to each. This procedure also involves the ascertainment of the respective rights of the janmi and kanamdar on the land. This method has the advantage that both the parties can have a share in the holding.

15. In regard to the gardens, there will be considerable difficulty in estimating the compensation and in apportioning it to the claimants. In the same garden, more than one, have planted the trees. Compensation will have to be worked out not only for the trees planted by them but also for the loss of their income which they now get. This is the principle of working out the compensation at present in individual cases. The working out of the valuation under both these items will be attended with considerable difficulty and will, in several cases, involve in civil suits. The number of trees under each category planted by the janmi and by the several intermediaries may be worked out from the kuzhikanam documents executed by the several intermediaries. But disputes may arise when the actual number of trees on ground are less than the trees mentioned in all the documents. Trees wither and disappear from time to time. It may be difficult to decide satisfactorily as to whom the trees now existing belong. The ascertainment of the net income of each intermediary is an extremely complicated matter. To find out the net income, it is necessary to work out the rent which the intermediary pays to his immediate landlord for the particular garden and the rent which he gets from his tenant for the same land. It is not generally the case that only one land is leased out and sub-leased. A tenant may have more than one garden, say, two on kuzhikanam from his landlord. The rent payable is not apportioned to each field. The immediate landlord referred to above may have got those two lands from the same landlord or from two different persons altogether. Again along with these lands, some other lands also may have been taken on lease. The rent payable in respect of each garden cannot be determined. In such circumstances, it will be extremely complicated

to estimate the annual net income on every garden. This difficulty will be minimized if the rights of all the intermediaries in all the gardens are bought out. Even now, when a suit is filed in respect of one lease containing a large number of lands, a considerable number of persons are impleaded as defendants (in one case, there are as many as 204 defendants). The issues raised are complicated. There is considerable delay in disposing of such cases and this delay is further increased when there is death of any or some of the parties.

16. The considerable delay and difficulties involved in valuation may be minimized and the huge amount of compensation reduced appreciably if a legislation is enacted for the purpose and the principles of valuation are modified statutorily on an equitable, rather than a strictly legal basis. In the recent Bengal Land Revenue Commission Report, the majority view is that the compensation need not be paid under the principles laid down in the Land Acquisition Act and they have adopted 10, 12 and 15 times the annual net profit, according to the amount of annual income of the parties concerned. Similar provision may be adopted with suitable modifications, with reference to the amount advanced, the value of the improvements effected and the number of years of enjoyment.

NECESSITY FOR ELIMINATION.

17. Apart from the difficulties in the task, it has to be considered whether it is really necessary to dispense with the intermediaries. In every walk of life, there is a need for middlemen. It is not possible for a consumer to purchase his necessaries from the actual producer. Similar is the case with everyone who wants to have anything done. Middlemen as a class are not condemned as unwanted. Among them there are persons attending to useful functions. Such middlemen cannot be eliminated in the interests of the public.

18. Next let me examine who these kanamdars and kuzhikanamdars are. They are really to be considered as mortgagees or lessees, even though their rights are substantial. In this view, the creation of such rights is in the normal mode of enjoying the property. The ownership of property implies the right to enjoy it and deal with it to the best advantage of the owner. It serves him in securing money when required. If this right is restricted, the value of the property is impaired. The nature and the extent of rights in the property transferred depends on the amount required by the owner. Similarly, rigid restrictions cannot be imposed on the mode of enjoying the property. In the case of large holdings or where the owners are absent, it is not always possible for the several landlords to deal with the actual cultivator direct. The direct management of lands is entrusted to some others who are either the paid agents or who share in the profits of the land. In this way, both the landlord and the person who manages the property are benefited. Several landlords have settled down in towns on other walks of life. It is as much in their interests as in the interests of the community as a whole that all of them are not forced back to the villages. Several of them are following some avocations in life useful to the community at large and there

is no pressing necessity calling them back to their lands. At the same time, it cannot be said that they take no interest in the land. Often times, they contribute for the improvements of the land financially and by their occasional supervision.

19. In Malabar especially, there are many factors contributing for the need of such intermediaries. Though there are several janmis with small holdings, large extents of land are locked up in a comparatively small number of janmis, particularly in South Malabar. Similarly, there are devaswams, owning large extents of land on kanam tenure. It is not always possible for most of such big janmis to cultivate their lands directly or under their supervision or to lease out directly to the actual cultivators. The lands are situated in several villages. The actual cultivators who are generally poor cannot take up large extents on lease. The janmis lease out large extents on favourable terms to solvent persons known to them. The janmis are sure of their rents. It will be difficult for such big janmis to deal directly with several petty tenants and to realize the rents in full. In big estates, the rents are not generally in arrears and this is attributed to some extent to the kanam tenure under which lands are held. The favourable terms secure regularity in payment of rent. Thus the kanam tenure is an easy mode of enjoying the property by the big janmis. Another reason for the creation of such rights is that it affords an expedient for favouring their near relations or friends or faithful servants. Under their personal law, they cannot dispose of the property held by them either by sale or by gift. The only way to benefit such persons is to give the land on very favourable terms. In an agricultural Province, the landed property is greatly valued. In Malabar, particularly, the people are very much more attached to the land than in any other district. So the janmis are reluctant to dispose of their properties. Further under the peculiar laws of inheritance, sales cannot be normally resorted to. When money is required, the janmis prefer to create kanams on their lands instead of mortgaging. Hypothecation deeds carry high rate of interest. In Malabar people are generally reluctant to advance money except on land. So with both the janmis and the kanamdar, the kanam tenure is popular. It is looked upon as a respectable form of enjoyment of the property by the janmi and respectable form of investment by the kanamdar. The status and dignity of a janmi generally depend on the number of kanam tenures under him.

20. One other reason for such tenures is to be found in the peculiar physical features of the district. In most other districts, it is not difficult to convert the waste land as cultivable. But in Malabar, there was, and still there is, considerable scope for the improvement of the land. Waste lands had, and have, to be reclaimed for cultivation. The soil is generally suited for garden crops. To raise and later on to maintain gardens in a good condition requires intensive labour on the land. Such lands are in large extents. People who can invest capital and command labour are required for the purpose. Several of the janmis may not be able to attend to this work personally or under their supervision. Hence they have to give their lands to others on favourable terms, instead of directly to the tenants whom they do not know personally.

21. Efficiency of cultivation does not really seem to depend on the elimination of this class of tenure-holders. The interests of agriculture require that the actual tiller of the soil should have his due share of the profits of cultivation. He should be above want and should have adequate remuneration for his labour. So long as this is ensured properly, it does not seem to matter whether the surplus profits on land are shared by one person or by more than one. It will be to the advantage of the State that more than one get such a benefit.

It is generally believed that there are many intermediaries in this district. But this does not appear to be well-founded. Statistics were collected in a fairly large number of villages and in every village, some cases under each tenure were investigated. The Special Deputy Collector has an intimate knowledge of the conditions in the district. During my tours, I made enquiries of several persons about the extent to which this system is prevailing. Kanam of wet lands is prevalent in Palghat, Walluvanad, Ponnani and Ernad taluks. In most of these cases, there was only kanamdar between the janmi and the cultivating tenant. Coconut gardens are more common in North Malabar, particularly in Kurumbranad taluk. In the case of gardens also, except in Kurumbranad, there is not more than one intermediary between the janmi and the kuzhikanamdar. In Kurumbranad, there are some cases where there are two or three intermediaries. I understand that in some cases in the interior portion of the taluk, there are even four or five intermediaries. But such cases are not many.

The result of the tabulation of the statistics is noted below :—

Name of the taluk.	Number of villages investigated.	Number of cases investigated.	Number of cases where there are no intermediaries.	Number of cases with one intermediary.	Number of cases with two intermediaries.	Number of cases with three intermediaries.	Number o cases with four intermediaries.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Kurumbranad taluk.	20	193	20	126	39	8	..
Calicut taluk ..	3	48	19	27	2	..	..

In view of the statistics, it cannot be said that the evil is prevalent to a very large degree. Sri Kunhappa Nambiyar who has considerable experience in Malabar considers that the results of the statistics can be considered as fairly representing the correct view of the matter.

22. In the East Coast districts, there are joint pattadars interested in the holding. Government are not concerned as to who and how many enjoy the profits and in what proportion. There are cases of sub-leases also in some of the East Coast districts. These are not different materially from what has been prevailing in Malabar.

23. *The effect of elimination of the intermediaries.*—There can be no doubt that there will be considerable dislocation in the economic life of the district. There are thousands of kanamdars who are living by the profits on land. Similarly most of the kuzhikanamdars have contributed some improvement on the lands held by them under the tenure. These people will be deprived of the main source of their subsistence. The compensation which they will get will be spent away. Even if it is invested, the interest will not be sufficient for their subsistence. Subletting is possible because the profits from land are sufficient for sharing among the different persons.

24. It is doubtful if this system can be suppressed wholly. Even if the existing intermediaries are eliminated, there will be gradual creation of fresh intermediaries, perhaps under other names. Land is the main source of credit. If and when money is required by the janmi, he has to look to his land for the amount required. In such cases, fresh rights will have to be created. The restrictions on the rights of the intermediaries or janmis alone will be ineffective if similar restrictions are not imposed on the cultivating tenants also. They should be restricted from selling their rights to non-cultivating persons or mortgaging their interest or subletting it to others. If such restriction is not imposed, there will be under-tenures created by the cultivating tenant. Unless all the persons interested in the land are restricted in the use of their rights, it will not be possible to avoid middlemen. Under the present conditions of agricultural population, it does not seem easy to do so.

In one of the recent books on Land Problems in India, it has been remarked : " The ownership of land and the nature of rights and obligations as between the members of the rural community arising as a consequence of the utilization of land are, in all countries, the product of a long evolution determined by the geographical, economic, social and political conditions and circumstances of the community in question."

This observation is relevant here. These (kanam and kuzhikanam) tenures date from very ancient times and have formed part and parcel of the agricultural economy in the district. " Kanam-janmam maryada " referred to in very ancient books has been ingrained in the blood of the Malabar people. These are in a great measure due to the peculiar systems of personal laws of inheritance and other features in the district.

25. It is well known that most of the cultivating tenants are poor, illiterate and lacking in initiative. Both by temperament and by their economic position, they do not take to improved and intensive methods of cultivation since they do not want to take the risk. There are instances where the tenants find themselves in some years unable to meet the further costs of improvement of the gardens and they are consequently forced to borrow money by mortgaging their interests. For efficient cultivation, initiative, enterprise and capital are as much necessary as labour. Under the existing circumstances, all these are beyond the means of the several of the cultivating tenants. So there is the need for another partner in business who will supply all except the labour. This non-working partner in business cannot always be the janmi. Either he has very large extents under his holding or he also is poor like the average tenant, requiring capital for the efficient cultivation of the land.

26. In these circumstances, it does not appear to be necessary to take up any direct and drastic steps immediately. Nobody is generally in favour of immediate action.

SUGGESTIONS FOR PROTECTING THE RIGHTS OF UNDER-TENANTS.

27. Next the Committee have taken up the suggestions for protecting the rights of the under-tenant while safeguarding the interests of the janmi when the intermediate landlord is in arrears of rent to the janmi even though he had received the rent due from the under-tenant. There is a general feeling among all people that the under-tenant should be protected from all trouble if he has paid his rent to his immediate landlord. At the same time, there is the feeling that the superior landlord should have sufficient safeguards for the realization of his rents. At present when the rent due to the superior landlord is in arrears, the only means of recovering it is to file a suit for eviction for recovery of the amount. In that case, even the under-tenant, who may have already paid his rent due by him to his immediate landlord, is impleaded as a defendant.

28. One of the suggestions made to protect the interests of both the janmi and the under-tenant, is to direct the under-tenant to pay the rent in court, making all claimants to apply and get their share from the court in accordance with the terms of their contract. If the under-tenant had paid the rent in court, he should be freed from any liability for the default of any of the intermediaries. This suggestion was considered by the Committee to be not practicable, as this would increase the number of suits and consequently the work of the civil courts.

29. The second suggestion is that the cultivating tenant should give notice to the superior landlords about his under-tenure and if they give him notice, he might pay the rent due by him to such landlord who had given him notice of the default by his immediate tenant. But before doing so, he should make sure from his intermediate landlord that the superior landlords have interest in the land. If such intimation is received the tenant may act on it, until it is revoked. If, before the receipt of this notice, the cultivating tenant had already paid his dues to his immediate landlord, he need not comply with the notice of the superior landlord, and he should be protected in any legal proceedings for recovering the rent. If the cultivating tenant makes payment to such superior landlord in response to the notice by him, he should be absolved from all further liability. The other intermediaries and claimants should take steps to recover their dues from the superior landlord who had collected the entire dues from the cultivating tenant. The superior landlord has a saleable interest in the land and the intermediaries can proceed against that interest if they are not paid their share of the rent recovered by the superior landlord. But this suggestion is open to the objection raised by three of the Honourable Judges of the High Court who consider that there is no reason why the under-tenant should pay to the superior landlord more than the actual rent due to him (superior landlord) or why the defaulting intermediary should be left to recover the excess from the superior landlord. It seems desirable that the under-tenant should be required to pay to the superior landlord only the rent which is due to him by the intermediate landlord. The under-tenant will then have to pay the balance to his immediate landlord.

30. Every cultivating tenant knows the names of the owner and other persons who have interest in the land. It should be easy therefore for him to intimate to them his willingness to pay the rent due to them. Before doing so, however, as an abundant caution, he should ascertain from his intermediate landlord whether those persons have really interest in the land. The proposal suggested above in the previous paragraph will minimize the difficulties in default in future. But this cannot relieve the hardship for the past defaults. If the arrears due by any of the intermediaries are allowed to accumulate for a long time, the cultivating tenant has no adequate remedy now in the eviction suit. It is stated in a commentary on the Act that the improvements belonging to a sub-mortgage cannot avail against the landlord's right of set off. The ruling in I.L.R. 25, Madras 568 has been relied on. This ruling was however before the present Act came into force. I understand that even now, the improvements effected by the sub-tenants are set off for the default of the intermediary. But under section 41 of the Act, only the interest of the person who is in arrears can be proceeded against for his default. In view of this provision, it is not clear how the improvements of the cultivating tenant can be set off. In any case, I would submit that the actual cultivator should not in any way be disturbed from his holding and from his rights, for the default of others.

31. The third proposal is that when the immediate landlord has made default for three consecutive years by more than a month without sufficient reasons, the under-tenant should be allowed to purchase compulsorily the right of such immediate landlord. Here, there is the question of financing the scheme, if the under-tenant is not able to get the money required for the purpose. To solve this difficulty, the Committee have proposed that non-redeemable bonds may be issued by the Government for the capitalized value of the interests sought to be eliminated. The value to be paid is 20 times the difference between the rent which the defaulting intermediary receives and the rent which he pays for the portion of the holding which the under-tenant holds under him. The procedure suggested for implementing this scheme is to file an application before the civil court for fixing the price. In the course of the enquiry, the accounts between the superior landlord and the immediate landlord and between the latter and the cultivating tenant will have to be settled. The dues will be paid out of the intermediary's interest, and the balance, if any, will be paid over to him. Thereafter the under-tenant steps into the shoes of the intermediate landlord in the relationship to the janmi. The proposal involves the work of collecting the interest on the irredeemable bonds issued for the purchase of the intermediary's right along with the land revenue due on the land. The Committee consider that this work may not be a great burden on the revenue staff. I would submit that this may not be an easy one at all. The tenants are not generally prompt and regular in the payment of rent. There is no certainty that there will be any appreciable improvement in their present attitude. It is not, therefore, desirable for the State to undertake this work. Further, there seems to be no need for the State to interfere in this matter. If the tenant cannot find money without Government aid, the janmi may be allowed to purchase this right. There

will be no difficulty for him to get the amount required. So far as the State is concerned, it does not matter whether the janmi or the intermediate landlord is eliminated, so long as the interests of the actual cultivator are not effected.

CHAPTER X.—COMPENSATION FOR IMPROVEMENTS.

"In Malabar, it is well known that not only tenants but even others who are in possession of the property except by criminal trespass get the value of their improvements." (38 Madras 719.) This right is a very ancient one and in this respect, it has been remarked by Mr. Logan that Malabar law surpassed the laws of several civilized nations of Europe. The soil and the rainfall in the district are eminently suited for garden cultivation. The conversion of ordinary land into garden requires considerable human labour and attention. Presumably, for this reason, the persons who effected the improvements by planting gardens received particular consideration under the old law.

RULES FOR THE PAYMENT OF COMPENSATION FROM TIME TO TIME.

2. According to 'Vyavahara Mala,' written several centuries ago, in cases where the lease was for raising a garden, the market value of the trees fixed by *mediators* was the compensation awarded to such a tenant. For every tree planted and maintained by him, the tenant was held entitled to compensation according to the value of the care and labour bestowed on its growth and to the amount of benefit which the tree was capable of conferring on the landlord. The tenant was not, however, entitled to compensation for wild trees of spontaneous growth, not requiring any care or labour on his part. The law allowed the landlord to purchase the improvements at a capitalized value of the annual income. Nine years' rental was ordinarily allowed for coconut trees. For young trees which had not come to bearing, a portion of such value (three-fourths, half, one-fourth, one-eighth) would be allowed according to the age of the trees. No compensation was allowed for buildings which were necessary for the purpose of carrying on cultivation. Dr. Buchanan, in his Journal (1880), also refers to the same procedure of arbitration in such cases. He has remarked that compensation was determined by arbitrators.

3. Then we come to the beginning of the 19th century. In the general report of the Board of Revenue, dated 31st January 1803 (published in the Fifth Report), it is said that after the expiry of the lease (for planting trees), the janmi was required to pay the lessee for the buildings and wells according to appraisement and for the plantation at fixed rates. Thus it is evident that by that time the custom arose of paying compensation for trees at fixed rates. This practice was very long in vogue. In spite of this long-established custom, the janmis, in some cases, managed to see that their tenants did not get any compensation at all for the improvements effected by them. Compensation was not paid when there was no express stipulation in the lease deed authorizing the tenant to receive such compensation. This practice has been referred to by Mr. Walker. Similarly, in some cases, the verumpattamdars were denied by the Civil Courts the payment of compensation for the improvements effected by them.

4. Mr. Logan in his report has referred to the then prevailing custom of paying compensation at the old fixed scales. These rates varied enormously. For coconut trees alone, there were 74 different rates varying from 10 pies to Rs. 14. These rates were low in view of the large increase in the price of all kinds of produce. He therefore urged that the tenant should have the market value of his improvements. In paragraph 352 (*d*), he recommended that the tenants should have the full benefits of the ancient customary law entitling them to sell the improvements effected by them. Mr. Logan had elaborate enquiries conducted about the improvement rates prevailing in the several taluks and elicited opinions of the district munsifs on this matter. These are recorded in Appendix V to his report. A few of the suggestions of the District Munsifs which are relevant now, are referred to later on in the appropriate place.

5. The officers to whom Mr. Logan's report was referred for their opinion agreed with him in this respect. Mr. Hutchins held that the compensation then paid was assessed at low rates. It was based on some arbitrary schedules prepared at a time when land was abundant and all its products were cheap. He recommended that compensation should be the full market value. Mr. Kunhiraman Nair considered legislation necessary allowing the full market value as compensation. Mr. Wigram favoured the adoption of a fixed scale for the purpose, according to which a proportion of the market value was to be paid with reference to the number of years during which the tenant had enjoyed the benefit. He suggested that the Settlement department might fix the rate for each class of fruit trees for each taluk or for each group of villages or if necessary for each village. On the first report of Mr. Wigram, Mr. Logan suggested that equitable fixed rates might be fixed for definite lacalities for a period of ten years and that these might be periodically revised by Commissioners, subject to the sanction of Government.

6. Rajah Sir Madhava Rao's Committee examined this question at length. This Committee also considered that the prevailing system of payment by the fixed old rate was causing hardship to the tenants and prescribed definite rules for estimating the value. What constitutes improvements has been defined in detail on lines similar to those laid down in the Bengal Tenancy Act. It recommended that the value of improvements should be decided by the Civil Court on the report of the Commissioners who were required to hold local enquiries about the matter. Rules were framed for the guidance of the Commissioners for estimating the value. Chapter V, sections 28 to 35, deal with these recommendations.

7. Sir C. A. Turner, to whom these reports were sent for remarks, also favoured the payment of full market value to the tenants. In the last chapter, he has summed up his suggestions on this question as follows: "I would declare that in the absence of a special contract to the contrary, every tenant is entitled to

compensation for improvements at their market value, when the time arrives for appraising them including the full value of trees planted by him and one moiety of the value of trees of spontaneous growth whether he has or has not expended care on them." He considered that every tenant, even a verumpattamdar, should be entitled to the value of the improvements, whether such a right has been expressly reserved to the tenant or not in the lease deed. He suggested that the tenant might cut down trees under certain restrictions and that the janmi also might exercise a similar right in respect of trees of spontaneous growth.

8. Later on, the same question was considered by the Hon'ble Mr. Master's Committee. Its main finding which was unanimous was "that the tenants should be secured on eviction, the *full value* of their improvements." They also pressed that no time should be lost in passing the Bill into law. A draft Bill was prepared by them and after scrutiny, it was passed into law as Act I of 1887.

9. The *main provisions of the Act* (1887) are noted below :—

(1) The word "improvement" has been defined in such terms as to exclude the possibility of a landlord being improved out of his estate. Claim for compensation is disallowed when the improvement does not increase the value of the holding or is unsuitable to it or is inconsistent with the purpose for which it was let.

(2) Compensation was payable to the trespassers who had effected the improvements and also to *all* kinds of tenants. In doing so, the Act has not followed the old custom reported by Major Walker or the decision of the Civil Court against the verumpattamdar referred to in paragraph 3 above.

(3) In awarding the compensation, the Court was required to take into account, among other matters, any reduction in rent or remission of rent or other advantage given to the tenant.

(4) Compensation was payable to the tenant for the protection and maintenance of trees of even spontaneous growth.

(5) The Civil Court may associate with it, assessors for estimating the value of improvements.

(6) For the guidance of Civil Courts, provision was made for the preparation of tables showing the rates of compensation to be paid for trees in the whole or different parts of the district.

10. The necessity for the amendment of the Act was felt even a few years after it was passed, on a report from the Collector that the table of rates prepared for the guidance of the Civil Courts in pursuance of the Act, was inadequate. On this report, the Government ordered in 1891 that the Collector should send a report in 1893 about any need for amending the Act. After this report was received, the whole question was reviewed again. Every one was agreed that the compensation allowed under the Act was not at all adequate. The First Member of the Board of Revenue made local enquiries in the district and in his minute, he recorded that the "present Act is universally condemned."

Mainly due to the want of precision in the language of the Act, especially in regard to the term 'improvement' and to the indefiniteness of the rules framed under section 6 of the Act, there

were conflicting rulings in the Civil Courts. The Civil Courts proceeded on the basis that compensation should be awarded on the sole basis of outlay. But this was not the intention of the legislature. To remedy these defects, the existing Act was passed in 1900. Before it was passed, the Select Committee made elaborate enquiries.

11. *Main provisions of the Act* (1900).—Sections 9 to 13 of the Act lay down the principles for fixing the value of compensation. In respect of fruit trees which have come to bearing, the average net income from the trees and the approximate number of years during which these trees may continue to be yielding are to be ascertained. Then the present value of the trees is worked out at 6 per cent per annum of an annuity of that amount for that number of years. If this amount does not exceed the cost of making and maintaining the improvement after making a reasonable deduction towards deterioration, it is awarded as compensation. But if such amount exceeds the cost of making the improvement, the later amount with one half of the excess is the compensation awarded. In respect of other trees (fruit trees not come to bearing or timber trees or trees of spontaneous growth), the compensation is three-fourths of the sum which the trees might fetch if sold in auction, to be cut and removed.

Section 18 of the Act prescribes the scale of trees which can be planted on an acre of land and lays down that if the scale is exceeded, compensation may be refused or reduced.

Section 6 is another important section prescribing the procedure when a decree for compensation is passed.

In 1914, the Government reviewed the general results of the operation of the Act [G.O. No. 9 (Confdl.), Revenue, dated 2nd January 1914]. The working of the Act was reported to be satisfactory. Mr. Raghavayya's Committee did not specifically investigate into this matter. The present Committee, however, went into this question and elicited opinion on it from witnesses.

12. *The recommendations of the Committee.*—They are briefly as follows : (1) Orange, cashew, mango and tamarind trees should be treated as 'fruit-bearing' trees and compensation paid under the provision in section 9 of the Act. For this purpose, the price of these products should also be published in the tables prepared under section 15 of the Act. (2) Extension of the Tenants' Improvement Act to a portion of the Kasaragod taluk with retrospective effect in cases for which fixity of tenure is proposed. The present Compensation Act was extended to Gudalur in 1931, but without retrospective effect. The proposal is to extend the provisions of the Act retrospectively in some cases in Gudalur. There is also the proposal to give similar retrospective effect even for Malabar. (3) Section 19 of the Act may be amended to restrict the maximum number of trees which may be planted on one acre of land. The recommendation is that the number of coconut trees to be planted may be reduced from 120 to 80 and that proportionate reduction may be made in the case of other kinds of trees. (4) In decrees for eviction under section 6 of the Act, no time limit has been stipulated for execution. The

recommendation is that a time limit of six months may be imposed, and that the period may be extended by the Civil Courts for special reasons.

PROPOSALS OF THE COMMITTEE EXAMINED.

13. *Proposal* (1).—Even as it is under the Act, section 9 (1) is wide enough to include within its scope fruit trees such as are referred to. No specific cases where such trees were not however given the benefit of this section were cited before the Committee. The absence of the authorized price list in such cases cannot disentitle the tenants from the benefit of the section. There is section 16 of the Act authorizing the Civil Court to ascertain the price of such products from enquiry. However, since the difficulty has been raised, the prices of these products also may be required to be furnished in the table prepared by the Collector. The cost of maitaining also of such trees may be required to be furnished as in the case of coconut, paddy, etc.

14. *Proposal* (2).—The Committee's recommendation is to give effect to the Compensation for improvements Act retrospectively in respect of some cases in Gudalur taluk and to Malabar also and to extend the scope of the Malabar Compensation for Improvements Act to South Kasaragod with retrospective effect. The Compensation for Improvements Act was already extended to Gudalur in 1931 but without retrospective effect. The present proposal is to have it retrospective in respect of all cases for which qualified fixity of tenure has been recommended to be conferred and for which 'fair rent' is proposed. Such cases are mostly in the rural areas—wet lands and dry lands cultivated with dry crops regularly or built upon. Building sites in important villages, used for housing shops, which are really commercial sites have been excluded from the present proposal. Since the original rent payable to the *janmi* was fixed on favourable terms in view of the right to appropriate the improvements later on, and since such sites fetch high rents from the sub-tenants, the Committee have held that the Compensation for Improvements Act need not be extended retrospectively. After the old leases are renewed once, the tenants will have the benefit of the Act. I support the proposal of the Committee. In the case of wet or dry lands on which houses have been built, by the tenants, the Act is recommended for retrospective effect. This is reasonable and is necessary. The tenants do not get any high income from the holdings as in town sites. The janmis too may not reasonably object to the proposal, since the premium or renewal which they get now is not excessive. There was considerable agitation in the past that the Act should be passed with retrospective effect. At one time, the agitators were for having the Act retrospectively or no Act at all. Since the Government were not in favour of introducing it with retrospective effect, it was dropped. Subsequently there was again agitation to have it at least without retrospective effect. Then the matter was taken up and the present Act was passed. The present proposal is half way between the extreme view of having the Act retrospectively for all the cases and the present provision.

The proposal in regard to Malabar means that contracts entered into prior to 1886 should not have any binding effect in respect of improvements to be effected *hereafter*. I am really unable to know whether there are many such cases. This does not appear to be very pressing. I am unable to support the proposal.

In the case of South Kasaragod, there is a need for extending the Act. Even about 35 years back, the Collector (Mr. Graham) advocated the extension of the Act to Kasaragod; for reason that the land-owning class was much the same as in Malabar and that the conditions were in many respects similar. But the proposal was then dropped. There is no doubt that the tenants reclaiming waste lands and planting coconut trees require protection. As it is, the compensation is based on contract which is supposed to follow the old customary practice. The compensation allowed is generally inadequate. I therefore support the proposal of the Committee to extend the Compensation for Improvements Act to South Kasaragod, the area to which the Tenancy Act is proposed to be extended, with retrospective effect in cases where fixity of tenure is proposed.

15. *Proposal* (3).—I support the recommendation for the amendment of Section 18 of the Act. From the evidence recorded, and from the opinion of the Deputy Director of Agriculture, who was consulted by the Committee, it is evident that 120 coconut trees are too many for an acre. The old reports are in support of the amendment. In Mr. Greame's Glossary (1882), it is said that according to the shastras and the ancient custom, coconut trees should be planted at a distance of 40 feet from one another.

This formula is still considered as the guiding principle for planting trees. Both in the original settlement report and in the Resettlement report, the Settlement Officers have referrred to this formula being quoted by the people whom they consulted (paragraph 87 in the former and paragraph 15 in the latter report). Mr. Logan has stated that, as a rule, 60 coconut trees are planted per acre though plants are put in the intervals of old trees, in excess of the maximum number of trees. In the original Settlement report, the Settlement Officer has dealt with this matter at length. The Settlement Officer who was specially required to go into this question came to the conclusion that as a rule 60 trees were normally planted on an acre of land and that in the sandy tracts near the backwaters, even 80 trees were planted. The Collector agreed with him. The Committee of 1889 also fixed 60 trees as the standard. In Ceylon, 64 trees per acre were considered as standard. Thus there is considerable overplanting of trees at present. This evil of overplanting is not of recent origin. From the suggestions made by the District Munsifs and the village authorities during Mr. Logan's enquiry (Appendix V to Mr. Logan's report), it is evident that gardens were over-planted even then. Suggestions were then made for restraining the tenants from over-planting.

From all accounts, it is evident that 60 trees are generally planted on an acre. Eighty may be allowed to make up for any cases of decay or deterioration of the trees. Anything more is clearly an excess. The general complaint is that there has been over-planting of trees in Malabar and this is, to some extent to the tenants' desire for increased compensation in case of eviction. Both in the original Settlement report and the Re-settlement report, reference has been made to the over-planting of the gardens. Overplanting leads to the deterioration of the soil and it should be checked in the interest of cultivation.

The present number of 120 trees was adopted by the Select Committee before the passing of the Act, on the ground that it "is by general repute the usual number for a fully planted garden". This was in 1899. At about the same time, the Settlement Officer, who went into this question particularly in detail, had information that 60 trees were the normal standard for an acre. In any case, in view of the large volume of evidence, both oral and documentary, in favour of reduction, the maximum of trees noted in the section requires revision. I support the recommendation of the Committee, in regard to coconut trees and other trees also.

16. *Proposal* (4).—This is based on the evidence of several witnesses. Though some of the witnesses examined did not require any change, the majority were in favour of fixing the time-limit. The existing procedure leads to valuation of fresh improvements. Till the tenant is paid the value of the improvements, he is entitled to continue on his holding even after the decree is passed. As it is, there is no knowing when the decree is likely to be executed. The tendency for the tenant will be not to take any further interest in the land and neglect it. In that case, the value of the improvements will be decreased. The janmi will be put to loss when he recovers the land later on. But if the tenant chooses to make further improvements the janmi will be liable to pay for them also. Thus when the amin comes to the garden for executing the decree, the tenant may claim that his further improvements also should be paid for. This may require re-opening the matter. Such cases are not uncommon. In the interests of both, it is desirable that the decree is executed within a prescribed period (six months). The recommendation is supported.

SOME STRIKING FEATURES UNDER THE ACT.

17. After having dealt with the recommendations of the Committee, I wish to submit a few striking features on this matter. The main principle adopted for valuing the improvements is different from what is adopted in other Provinces. The benefits which the tenant has had from the holding are not taken into consideration. The full present value of the improvements is awarded. This is in consonance with the old custom which prevailed in the district.

For determining the full value of the improvements in respect of productive trees, the future income from the land is adopted. The average net annual income capitalized for as many years as the trees are likely to be productive is the main basis for valuation. The data for working out the capitalized value of the net income are not susceptible of accurate estimate. The age of the trees, the average annual income from them, the number of years during which they may be expected to be productive cannot be easily and accurately estimated. At the best, they will be only rough estimates. The difficulties in the case of pepper especially are great.

No one can be sure of the future life or yield of pepper which is likely to be affected by several factors. Further, the capitalized value is commuted at the current price (not even the average of previous years good and bad) of the products. Prices may fluctuate and the result of such fluctuation falls on the janmis entirely.

Under Section 9 of the Act, the entire average annual produce for the period during which the trees may be productive is taken as the basis for compensation. No doubt, the trees owe their existence and their present state to the exertions of the tenant. But the land on which they have been planted belongs to the janmi. A percentage of this total produce for the janmi towards his interest in the land cannot be considered unreasonable. Before the Act was passed, there was discussion on this question. The First Member of the Board was in favour of a deduction from the total produce as the janmi's share. Further, he remarked that it involved the untenable doctrine that the janmi ought to pay compensation graduated according to the fertility of his own soil. Mr. Ross, the Officer on Special duty and the Hon'ble the Advocate-General (Sir V. Bhashyam Ayyangar) were also of the same opinion and considered that one-fourth of the produce might be deducted towards the janmi's share. Mr. Ross referred to the provision in Travancore Regulation awarding only three-fourths of the capitalized value of the future produce in the case of productive trees.

In view of the nature of the data on which the valuation is fixed and in consideration for the janmi's interest in the land, I would recommend a deduction of one-fourth of the capitalized value of the produce as the janmi's share. I submit that this recommendation is not inconsistent with the old custom, for as Sir Charles Turner has recorded in his minute, "For trees the full value was not given, inasmuch as it was considered that a part of the increment of their value belonged to the landlord."

In some of the cases dealt with under Section 10 of the Act, hardship is felt by the tenants. Fruit-bearing trees which are young are valued on what they would fetch in the market if cut then and removed. The compensation in such cases may not be adequate, especially in cases where the trees will come to bearing in a few years. If, however, this valuation is low in some cases, the tenants are entitled to the cost of the improvement under section 11 of the Act. They get at least what they spent on the garden. The old custom was to award in such cases a percentage of the value of a productive tree. In some other items, however, the tenant's share is favourable. For example, some of the timber trees and the trees of spontaneous growth may not require considerable attention. The tenant's share of three-fourths of the value is favourable. In view of this circumstance, the existing provisions cannot be considered as unduly hard on the tenant. Every one is agreed that the Improvements Act is favourable to the tenants in respect of garden lands.

In other Provinces, improvements are effected by the tenant with the knowledge of the landlords, and they have not got a free hand in the matter. The peculiar conditions in Malabar justify the existing practice. However, it is desirable that the tenant notifies to the janmi what he proposes to do and the approximate cost involved. After completing the work, a similar notification may be required to be made to the landlord. Such a procedure will be of great help later on when improvements are valued. Further, this will enable the landlord to check then and there the reasonableness of the amount said to have been incurred. If this suggestion is accepted, provision may be made for the registration of such improvements in the records of the Revenue Department on payment of a small fee. Thus there will be a permanent record of such improvements which will be of great help later on. Disputes, if any, between the parties may be decided by the "land tribunals" presided over by the Revenue Divisional Officers assisted by assessors.

CHAPTER XI.—KUDIYIRUPPUS.

In Malabar, there is no village-site belonging to Government on which a man can build a house free of rent. If any person other than a janmi wants to build a house, he must obtain the land on lease from a janmi and he is liable to eviction at the caprice of the landlord. Further, the houses are not contiguous to one another and grouped in villages. This is, in a great measure, due to the fact that there is an undulating surface of hill and dale affording at every step favourable sites for dwellings each in an orchard of valuable products. These natural conditions are responsible for the population to spread itself in detached buildings throughout the district.

2. The kudiyiruppus may be divided into three classess: (1) Where the kudiyiruppu is the only property comprised in a holding; (2) where it forms part of a holding but is conveniently separable from the rest of the lands in the holding; and (3) where it is so situated in a holding that it cannot be separated without affecting adversely the enjoyment of the other portions of the land.

3. In South Malabar most of the kudiyiruppus fall under the first category. In North Malabar inseparable homesteads (item 3) are more common. The houses are built in the midst of small gardens and with a few outhouses here and there scattered in the gardens. If house and the outhouses are excluded from the holding, the remaining portions will not be in a compact block. There will be separate bits of lands left out and they will not be convenient for enjoyment.

4. The question of kudiyiruppus was first considered by Mr. Raghavayya's Committee. Mr. Logan suggested the creation of "Circar kudiyiruppus" of 2 acres each to be leased out to poor ryots for planting gardens and for constructing homesteads (paragraphs 446–452). Sir Raja Madhava Rao's Commission proposed a similar scheme for the formation of garden homesteads. Under this proposal, any person requiring a site for a dwelling house was required to apply to the Collector for the grant of any waste land not bearing a fixed annual assessment and not exceeding 2 acres in extent. After the issue of notice to the janmi, the applicant was granted the land for the purpose of a homestead if there was no valid objection from the janmi (sections 38–40). Nothing, however, came out of these suggestions. The need for legislation was felt at the time of Mr. Raghavayya's Committee.

The statistics collected then did not however show the prevalence of this evil of eviction of homesteads. Cases of such evictions were not frequent. However, the Committee considered that, since there was some possibility of the landlord turning out the tenant from his homestead, something should be done to render such a contingency impossible. Accordingly, the Committee proposed remedies for the protection of the holders of kudiyiruppus from eviction.

RECOMMENDATIONS OF MR. RAGHAVAYYA'S COMMITTEE.

5. The main recommendations of Mr. Raghavayya's Committee are (1) If and when any landlord filed a suit against a tenant for eviction from his kudiyiruppu falling under either the first or the second of the three classes referred to above (separate or separable kudiyiruppu), the tenant shall be entitled at his option to purchase the rights of the janmi in the kudiyiruppu at the then market value. (2) Such a right could be exercised only if a tenant or his family had been in occupation of the site for at least fifteen years prior to the date of the suit. (3) The civil court should take into consideration any offer of the janmi to provide the tenant with an alternative site equally convenient for his occupation. (4) If such kudiyiruppus which are purchased by the tenant should be sold subsequently by him, the janmi should have the right of pre-emption. The janmi should get a preference for such a site over an outsider. (5) In the case of kudiyiruppus which are neither separate nor separable, i.e., in cases where the kudiyiruppu may be necessary for the convenient enjoyment of the other lands in the holding, the tenant could not get the benefit of the right of purchase of the janmi's right in the property. Such homesteads should form part of the entire holding and should go with the holding to whomsoever it was transferred.

6. The Committee did not fix the extent of the kudiyiruppu to which the concession should apply, for the main reason that it was difficult to determine it definitely to cover all cases. They considered that all sites of residential buildings with as much of the adjoining land as was necessary for their convenient enjoyment should be regarded as entitled to the benefits of the rules. For future grants, the terms were required to be settled by mutual contract.

7. When the Bill based on the recommendations of Mr. Raghavayya's Committee was before the consideration of the Select Committee, three important modifications were made in the recommendations. They were (1) Even without a suit for eviction, the tenant might make an offer to purchase the rights of the janmi in the kudiyiruppu. (2) The provision that the civil court shall take into consideration any offer of the janmi to provide an alternative site equally convenient to the tenant was dropped. (3) The period of fifteen years prescribed under the recommendation was reduced to ten years.

8. In the Legislative Council, an amendment was moved for the deletion of the clause containing the first modification. There was heated discussion for deleting this amendment. All parties were agreed that this modification by the Select Committee was unnecessary. The representative of the tenants in the Council

supported "strongly" the amendment to delete the clause. He said that "this is a matter on which, I believe there will no difference of opinion among the people of Malabar. . . Why he (tenant) should have an additional right of purchasing the landlords' rights even before a suit for eviction is brought is not clear to me . . . I say that this right is not essential to the tenant." Eventually this amendment was carried in the Council with the result that the first modification made by the Select Committee was not accepted in the Council. The remaining two modifications were, however, left intact. The Bill was passed into law, with these changes.

9. *The provisions under the existing Act.*—Sections 33 to 38 of the Tenancy Act deal with the kudiyiruppus. It embodies the main recommendations of Mr. Raghavayya Committee, with the second and third modifications noted in the previous paragraph. According to the provisions of this Act, only the tenant of a separate or separable kudiyiruppu can exercise the right of purchasing the interest of the janmi in the kudiyiruppu and that too if he or his family have been enjoying the site for the previous ten years. In the case of the kudiyiruppu which cannot be separated from the remaining portion of the holding without causing inconvenience to it, no such right was available. Even in cases where the tenant purchased the janmi's interest the janmi or his heirs had the right of pre-emption when the land subsequently changed hands when it was transferred by the tenant. The Act has also made provision for the payment of the purchase money in annual instalments, if the tenant was poor.

Suggestions made to the present Committee.

10. Before dealing with the recommendations of the present Committee, I shall refer briefly to two suggestions made to the Committee. One of them was that the tenant should be entitled to exercise his right of purchase of the janmi's interest at any time even though no suit for eviction has been filed against him. The minimum period of ten years fixed under the Act was suggested to be removed. The present Committee have observed that very few tenants have chosen to avail of this right. So they did not approve this suggestion. In the discussion in the Legislative Council, the representative of the tenants conceded that this right was not essential to the tenant and that eviction from homesteads was not common and that the tenant was allowed generally to remain on the land undisturbed.

11. The second suggestion was that no rent should be paid for the kudiyiruppus. Two of the members of the Committee have suggested that poor tenants who own no other property except the kudiyiruppu and whose annual income is less than Rs. 60 should be exempt from payment of rent. The fixing of the income limit is arbitrary. Further, the rent is in such cases nominal. All these years there was no such exemption. There is no reason why the janmi should not get the rent for the use of his land. The Committee consider that there is no such need to exempt the kudiyiruppus from paying the rent.

Recommendation of the Committee.

12. The main recommendations of the Committee are briefly as follows :—

(1) The definition of "kudiyiruppu" in section 3 of the Act should be amended to exclude some cases of kudiyiruppus from the operation of the Act.

(2) Fixing a maximum extent for the kudiyiruppus for making it eligible for payment of favourable rent.

(3) Grant of absolute fixity of tenure in some cases of kudiyiruppus.

(4) The right of pre-emption should be enlarged in favour of the landlord.

13. In regard to the first recommendation, the proposal is to exclude from the operation of the rule the tenants in the four classes of kudiyiruppus referred to below. They are (1) "Ulkudi" holders; (2) buildings occupied by kudikadappu holders in British Cochin; (3) tenants of rented buildings; (4) tenants of houses constructed for commercial purposes or for sub-letting.

14. (1) "Ulkudi" tenants are those residing in gardens; mainly in Ponnani taluk, as watchmen for the gardens. Their business is to keep a watch over the garden. They are employed by the owners of the gardens. For the efficient discharge of the work, the tenant constructs a small building for his occupation. In some cases, a lease deed with a condition to pay a small rent is generally executed; but the rent is not collected. The produce of the land is enjoyed by the landlord or by some other on his behalf. The "Ulkudi" tenant has no enjoyment over the produce of the garden. It is obvious that such a person, whatever may be the period of stay in the kudiyiruppu, cannot claim the benefit of purchasing it.

15. (2) Kudikadappu tenant is the tenant of a building in British Cochin, used for occupation. Invariably a small rent is paid. There is no demand for this provision in such cases.

16. (3) The present definition of "kudiyiruppu" is wide enough to include buildings constructed by the landholders, and let on hire to others. But such cases have been specifically excluded from the scope of the Act. In Sir Krishnan Nair's Bill of 1924 which was passed by the legislature, the tenant of a building constructed by the landlord was not given a right of permanent occupancy therein. Following this principle, Mr. Raghavayya's Committee excluded from the scope of their recommendations, buildings or homesteads constructed by the janmi at his own cost. Based on this recommendation, section 2 (3) of the Act has excluded such cases from the scope of the Act. The present Committee also in paragraph 76, have not recommended any grant of fixity of tenure to such tenants. However, there is a general misapprehension that tenants of such buildings can claim the benefits of the provisions of the Act. To remove this misapprehension, the proposal is to amend the definition of the term "kudiyiruppu" to exclude such cases.

17. (4) Buildings constructed for commercial purposes and for sub-letting should not be allowed to have the benefit of the provisions even though they were built by the tenant. The main ground urged for this recommendation is that the benefit is intended only for *residential* buildings. The Hon'ble Judges of the High Court have not recommended this proposal on the ground that it postulates an enquiry into the object with which the building was constructed. It does not seem desirable to encourage such enquiries. The proposal may be based on the consideration that the Act is for the benefit of agriculture and agricultural leases. Though at one time, it was held by the High Court that the Act applied only to agricultural leases and the vacant kudiyiruppus, the later decisions have held that the Act applies to building leases also. Further it is understood that leases of waste lands contemplated the construction of buildings to be used for trade purposes also. It is the demand of everyone that the agriculturist should have other subsidiary sources of business to supplement his agricultural income. We should, therefore, welcome the tenant to put up a house for carrying on trade or business. Similarly there may be a rice factory constructed in the holding. It may be urged that even under the ordinary provisions, the tenant has a qualified fixity of tenure subject to eviction under the conditions laid down in section 14 or 20 of the Act and that this additional benefit of purchase need not be conferred on the tenant. In view of the changing conditions and the need for subsidiary occupations, I submit that buildings used for trade or commercial purposes may have the same benefit as the other buildings. So long as the buildings satisfy the two conditions, viz., that they were built by the tenant and that they are in their continuous occupation, the same benefit can be applicable to them also.

18. In regard to buildings constructed for sub-letting there is the same objection as to the difficulty in finding out the motive of the tenant. Apart from this, so long as the sub-letting is not permanent, no objection can be raised, sub-letting is one of the incidents of the tenancy. If a tenant does not find a need for a portion of his holding, he may sub-let it temporarily. There can be objection only when any portion of the kudiyiruppu is let out permanently. I would submit that the question of this restriction can be dealt with when dealing with the right of "pre-emption."

19. In these circumstances, I submit that I support the recommendation in respect of items (1), (2) and (3) above (viz., Ulkudi and kudikadappu tenants and tenants who have not constructed the houses under their occupation). The definition of the term "kudiyiruppu" may be amended by excluding these classes. In regard to (4), no restriction seems to be called for in respect of sites used for commercial or trade purposes. The case of sub-letting will be referred to in the end.

20. *The second recommendation (fixation of rent).*—The Committee have remarked that the rent now paid for kudiyiruppus is generally less than the fair rent fixed under the Act. In some cases, the kudiyiruppus are fairly large in extent. It will be obviously unfair if the janmi should be satisfied with favourable rent on the entire extent. To obviate this hardship, the Committee have fixed a maximum extent which will be entitled to the benefit of the favourable rent. The maximum has been proposed as 25 cents in the urban areas, while in the rural areas, it is to be 50 cents. This extent will have the benefit of the favourable rent. On the remaining extent of the holding, the fair rent as prescribed under the Act will be levied. Thus under the Committee's proposal, one portion of the garden will have one rate of rent, while the other portion will have to pay the fair rent. The demarcation of the specific area of the kudiyiruppu extent is not an easy matter. The Committee have realized this difficulty. So, what they now recommend is this: where fair rent is calculated on fruit-bearing trees, they should be treated as if they were distributed evenly over the holding other than the area occupied by the building. The calculation of the favourable rate for the area under a kudiyiruppu of 50 cents or 25 cents, as the case may be, should be made on that basis and the fair rent or rent rate should apply to the remaining extent.

21. The fixation of the maximum extent is open to objection. One of the Hon'ble Judges of the High Court has remarked that the proposed areas for favourable rent are not stated clearly as being per person per tavazhi or per tarwad. Further to fix one uniform scale for different classes of people and for all places will cause hardship in individual cases. The janmis' representative in the Committee considers that the extents suggested, 50 cents and 25 cents are too large and 25 cents and 10 cents, respectively, will be sufficient for use as kudiyiruppus in the urban and rural areas respectively. Fixing any arbitrary scale will cause hardship to gardens of small extents. I would submit, therefore, that it is not desirable to fix any maximum extent eligible for the benefit of the favourable rent.

22. The procedure proposed for working out the rent at two different scales for the kudiyiruppu portions and for other portions of the garden is rather cumbersome and will lead to unnecessary litigation.

23. I understand that separate rent is charged only for separate kudiyiruppu, i.e., where the kudiyiruppu is the sole or the main portion of the holding. Thus building sites in towns and villages are charged with rent. In the case of separable or inseparable kudiyiruppus, separate rent does not appear to be generally charged. The rent is fixed with reference to the produce on the land and it will be fair rent under the Act. In such cases, kudiyiruppus are not the main items of the holdings. They are only intended for the convenient enjoyment and management of the entire holding. I understand that, in some cases, fair rent is however charged on the kudiyiruppus. The existing practice may continue. Fair rent can be charged on the principle laid down in the Act.

24. My suggestions on this matter are as follows:—

Separate kudiyiruppus in rural areas.—The existing favourable rent or "fair rent" fixed under the Act, whichever is lower will be the rent.

Separate kudiyiruppus in important villages and towns.—For the kudiyiruppus in the municipalities, the major panchayats, taluk headquarters, headquarters of the Deputy Tahsildars' offices and important places of business such as Tirur, Ottapalam, etc., and such other places which should be notified by the Collector from time to time, the rent should be the present contract rates or the rent fixed as for commercial sites, whichever is lower.

Separable and inseparable kudiyiruppus.—The fair rent is fixed with reference to the produce. Where separate rent has been fixed for the kudiyiruppus alone it may also be collected. If any portion of the kudiyiruppu is let out to others, one month's rental may be fixed as the annual rent to be paid to the landlord. Most of the gardens are held on kanam or kuzhikanam or kanam kuzhikanam tenures. The rents and renewal fee in such cases are regulated by the contract between the parties and the provisions of the Act. In such cases, no special provision for the kudiyiruppus alone in the case of separable and inseparable ones, is necessary.

25. *Recommendation* (3).—As regards the absolute fixity of tenure—

Even now, there is restricted fixity of tenure to the tenant and he may be evicted only under some conditions. Besides this, tenants with ten years' continuous occupation has the option to purchase the janmi's right in respect of separate and separable kudiyiruppus. Thus in respect of these two categories, the tenants are practically enjoying absolute fixity of tenure. The Committee recommend that the tenant should not be liable to eviction for the landlords' own cultivation or for building purposes. I submit that this recommendation may be accepted in favour of separate kudiyiruppus only, of ten years' continuous occupation. The other recommendation that the kudiyiruppuholder should be liable to eviction on the grounds applicable to his tenure and if no tenure is stated, on those applicable to a verumpattamdar, is also supported.

26. In paragraph 189, the Committee recommend that the absolute fixity should be subject to the condition that the kudiyiruppu concerned is not required necessarily for the cultivation of the other lands belonging to the janmi and cultivated by him. It may be that a janmi may have to construct a farm-house near his lands under his cultivation. If, for the construction of such farm-house, he cannot evict the kudiyiruppuholder, there will be hardship to him. The eviction in such cases is in the interest of cultivation of his other lands and cannot therefore be considered as inequitable.

27. Lastly, the question is about the right of pre-emption. Under the present Act, the landlord gets the right of pre-emption only when the kudiyiruppu is sold by the tenant. But the janmi cannot have any relief if the tenant transfers his right to any other person, however, undesirable he may be. The transferee may prove to be an undesirable person or a troublesome tenant. In such cases, the janmi will have endless trouble without hoping for any relief. So the Committee consider that it is necessary to restrict the right of transfer enjoyed by the tenant. With this object, the Committee have recommended that the janmi should have a right of pre-emption even in cases of transfers. Under their proposal, the landlord will get the right of pre-emption in the case of all transactions by which any person other than a member's family comes into actual possession of the kudiyiruppus by any means other than inheritance. The Hon'ble Judges of the High Court have objected to a mere lease or mortgage giving rise to a right of pre-emption. No objection need be taken to the Committee's proposal as these transactions whether lease or mortgage with possession establish clearly that the right which is conferred on the tenant is not really necessary and that even without it, he can manage to get another residence. It is not necessary to protect a right which is not essential. So far as the tenant is concerned, it should not matter whether the transferee is his own landlord or outsider. But as regards the landlord, he should certainly like to have the first choice of taking up the building in preference to an outsider I support the suggestion of the Committee.

CHAPTER XII.—FORESTS, WASTE LANDS AND IRRIGATION SOURCES.

This chapter deals with (1) Forests, (2) Waste lands and (3) Irrigation sources.

Generally speaking, it is presumed that all unoccupied lands in Malabar belong to some private owner unless the contrary is proved. In other districts, there is no such presumption at all.

FORESTS.

2. It is undisputed that, from the very beginning, all forests except a few have been recognized as belonging to private owners. The Committee consider that it is not equitable to ignore rights which have been in existence for over 150 years. There is no doubt that these rights are being exercised arbitrarily and to the prejudice of the general public. In this connexion, the Chief Conservator of Forests has remarked as follows:—

"It is an undoubted fact that, with no important exception, the private forests of Malabar are managed under no system other than a ruthless exploitation of anything saleable with no care for regeneration. Shifting cultivation is practised in some of them greatly aggravating the situation. Forest denudation on the main hill ranges is a very serious matter in these regions of steep slopes and torrential rainfall; and it is progressing rapidly."

3. The Chief Conservator considers that effective control over the forests cannot be had unless the Forest Act is amended as suggested by the Expert Committee constituted under G.O. No. 1842-1/39-1, dated 15th June 1939. The recommendations of the Expert Committee were submitted to the Government in the Chief Conservator's Reference No. 5854/39, dated 15th June 1940. In matters like this, I would submit that the expert opinion should prevail.

4. The Committee recommend that the existing practice of allowing the cultivators to take green leaves for use as manure and to graze their cattle might be allowed, subject to the conditions which might be suggested by the Expert Committee. The present practice is open to abuse. Hacking for leaf manure is reported to be common in Malabar plains. The Chief Conservator considers that, in the public interests, the exercise of such rights should be restricted.

5. Though most of the forests are owned by private owners, the State owns large tracts in the Wynaad, Kottayam, Calicut, Ernad, Walluvanad and Palghat taluks. In the case of Government forests also, the Committee recommend the continuance of the existing facilities for taking green manure and for grazing cattle. Green leaf is a valuable manure and it is available in plenty. The ryots, in most cases, cannot afford to go in for artificial manures or oil-cakes. In view of the high prices of such kinds of manures, the ryots find it unprofitable to use them. It is therefore necessary to afford necessary facilities for the use of green leaf. But this right should be subject to severe rules for the protection of the forest growth.

WASTE LANDS.

6. All land in Malabar has been regarded as private property. The rights of the janmi are held to be inalienable, whether the land is cultivated or whether it is left waste. Major Walker, who is the earliest standard authority on the Malabar Land Problems, has remarked that the owner of a waste land could turn out any person who had improved his waste land after payment of compensation for the value of improvements effected by him. This the janmi could do, whatever might have been the period of enjoyment of the land by the cultivator. This ancient right has been recognized in the civil courts even from the beginning of the 19th century.

7. There are very large extents of waste lands in the district. The soil is fair and will respond to cultivation. The rainfall is heavy. With these advantages, a large portion of the wastes can be brought under the plough. But, in the majority of cases, the land is close to the Western Ghauts. The villages in the vicinity are comparatively thinly populated and are malarial. There is a general disinclination for the people in the over-populated areas to migrate to these places for cultivation at some expense. As in other places, the ryot in the coastal taluks prefers to remain in or near his own place and amidst his own kith and kin, though he does not get sufficient income.

8. From the beginning of the 19th century, the Government have been trying to grant cowles or leases of waste lands in favour of landless people. The rule under which such cowles were granted previously was as follows :—

"Parties desirous of reclaiming tracts of waste land, whether assessed to the revenue or not, are to present darkhasts (as hitherto done) either at the Huzur, Subordinate or Taluk Cutcherries. They would save themselves much trouble and annoyance if, previous to making such applications, they were to obtain the consent of the parties, who may hold proprietary or mortgage right to the land, to their reclaiming it. Proprietors are, of course, to have the *choice* of reclaiming such lands themselves, but should they refuse to do so on sufficient grounds, the Government will take the offer of any other party who comes forward. A clause will always be inserted in *cowles* given to such parties to the effect that they have to account to the proprietor for his share of the produce, and are to pay to the *Sirkar* merely the usual *Revenue*. The party claiming proprietary or mortgage right to the land will, however, have to recover his share by a suit in the civil court if it cannot be effected by a mutual amicable settlement between the parties."

9. The right of the Government in this matter was questioned by the janmis in the civil courts, which upheld the claims of the janmi over the waste lands. The result of the decision was that a person who got a cowle from the Collector had a right of entry on the land and enjoyment and a right to compensation for improvements if and when he should be evicted. Such a cowledar could, however, be evicted by the janmi within twelve years of his getting in possession. As has been remarked by Mr. Logan, "Government might put a man in possession under cowle one day and the courts might turn him out on the day following." Thus the Government had no right to protect the cowledar in his possession.

10. This ruling of the civil courts is said to be contrary to the old customary rule. Mr. Conolly (the Collector) has referred to the old custom that the janmi was not allowed to keep his land waste unless he agreed to pay the assessment thereon. If the janmi should fail to pay the assessment, it was open to the Government to deliver the land to any person who would cultivate it and pay the assessment out of which a percentage was paid to the janmi as his share. Though the Sadr Adalat Court instructed the civil courts to give effect to the ancient usages, the ruling of the courts was not revised.

11. In 1882, Mr. Logan felt the necessity for the continuance of the grant of waste lands on cowles. There was appreciable increase in the population of the district. The pressure of population on the cultivated land was great, resulting in competitive rents for land. In his report, he recommended that the tenant of a small holding under a Government cowle should not be liable to eviction except under the ordinary law applicable for other cultivators. At the same time, he recommended that small extents of 2 acres of waste land might be leased out to the poor people for the raising of gardens and constructing homesteads. Such small holdings were to be called as 'Sirkar kudiyiruppus'. Rajah Sir Madhava Rao's Commission, who examined the special report of Mr. Logan, agreed with him and recommended the grant of cowles by the Collector more or less on the same conditions as were in force previously. They also recommended the grant of small extents not exceeding 2 acres for purpose of building dwelling houses. Subsequently, the Hon'ble Master's Committee appointed in G.O. No. 650, Political, dated 17th September 1885, to report on the land tenures examined this question and they also considered that the power enjoyed by landowners of locking up and keeping out of cultivation all their waste lands should be curtailed. Their recommendation was that, upon an application being made to the Collector for waste land for cultivation, he shall, in the absence of reasonable grounds grant to the applicant a patta for land not exceeding 25 acres in extent, subject to the payment of revenue to Government and of an equal amount to the landlord as rent. The landlord had the right to demand such rent at any time within twelve years from the date when the first year's payment became due. Accordingly a draft Bill was prepared. There was considerable opposition from the janmis. The Honourable Judges of the High Court, to whom the matter was referred, did not support the measure in toto. The main feature of the Bill was its interference with the rights of private property. Unless there

was a clear necessity to curtail the right, legislative interference was not thought desirable. Sir Justice Muthuswami Ayyar was in favour of the grant of waste land to a stranger when the owner declined to bring it under cultivation or to pay the assessment due on it to the Government.

12. Subsequently, the question was not raised till the present Committee took it up again.

13. There is no doubt that some definite and legislative measure is necessary in this matter. Large extents of wastes are available. Though the janmis have been maintaining from time to time that they would grant such lands for cultivation, nothing tangible has been done. The population has increased; the number of landless people is on the increase. Now and then, agrarian disputes arise, showing the unrest of the poor and landless people. Recently, there were serious troubles in North Malabar for the grant of unoccupied lands for cultivation. In recent years, some enterprising people from Travancore have taken up extensive waste lands in the villages bordering the Western Ghats and have begun to raise cashew, rubber and other plantations. Such migrations have taken place in similar villages bordering the Western Ghats in South Kanara district (Hosdrug sub-taluk). In spite of these grants, there are still large extents available. It is in the interests of the State and also of the people that all these wastes should be brought under plough. Thus a clear and very pressing necessity has arisen for the State to interfere in the matter. The individual rights of the property should be subordinated to the larger public interests in such cases. There can be no question about it. The legislative interference is perfectly justified in view of the accepted economic principles.

14. In the words of Justin McCarthy quoted in the statement of objects and reasons to the Bill VII of 1924, introduced by Sir Krishnan Nair, there is nothing so sacred in the property right of the landlord as to exempt him from that legislative control which is always interfering with the property right of the mine-owner, the mill-owner, the railway company, the factory owner, the shop-keeper, the right of the master over his apprentice, the mistress over the hire and treatment of servants, the theatrical manager over the conditions under which his theatre is held.

15. In other Provinces, the Government have curtailed the rights of the private owners over their properties. In the United Provinces Tenancy Act of 1939, one of the provisions of the Act is that it reduced drastically the amount of 'sir' land which the landlord could retain. 'Sir' land means land reserved by the landlord for his own use. In 1946, a bill was prepared to amend the United Provinces Tenancy Act of 1939 with a view to provide for the better utilization of land. Under the Bill in times of emergency, the Collectors are empowered to call upon the landholders to let out their waste lands not included in any holding, to tenants for cultivation. If the landholders do not comply with such notice, the Collectors may arrange to have such lands let out to tenants, who may become hereditary tenants of such land. Recently in Bihar, Government have prepared a draft Bill—Bihar Waste Lands Reclamation, Cultivation and Improvement Bill, 1946—to provide for reclamation and cultivation of waste lands and unproductive lands belonging to private individuals. The Bill authorizes the Collector to take temporary possession of such lands for reclamation of waste or unproductive lands, after giving notice to the landowners, tenants or other persons interested in them. The lands are then improved under Government agency and the expenses thereof are recovered later on from the parties concerned. After the land is reclaimed it is restored to the rightful owner for cultivation.

16. In view of the pressing need for the extension of cultivation, the Committee have recommended that the old cowle system should be revived with some modifications. Their proposal has taken into account the main objection raised against the draft Bill prepared previously, namely, that the Collector should grant the land to a stranger only if the janmi does not take it himself or arrange to get it cultivated by others.

17. The proposal is that any person may apply to the Collector for the grant of waste unoccupied lands, irrespective of the classification. Lands on which fugitive cultivation is carried on or those planted with useful trees cannot be applied for. On the receipt of such application, the Collector shall issue notice to the janmi and any person known to be interested in the land, to show cause against the grant of the cowle. The application should be dismissed if the Collector is satisfied that there are reasonable grounds urged by the janmi for refusing the grant. Such reasonable grounds are that the land is a forest habitually used for felling timber or that it is already planted with trees or that the applicant has no real need for the lands and has no genuine intention to cultivate. If there are no reasonable grounds urged against the grant, the janmi should be given the first option to bringing the land under cultivation within a reasonable time to be fixed by the Collector. If the janmi does not avail of this opportunity, within the time allowed, the cowle may then be granted to the applicant. The maximum extent of such grants shall be 5 acres in the plains and 10 acres in the Wynaad.

18. The rights of the cowledar are: (1) he cannot be ousted by the janmi later on, as was the case before, and (2) for five years from the date of the grant, neither rent nor assessment on the land shall be payable. The second provision is not unknown in Malabar. No rent is usually charged when waste lands are granted for planting gardens. The small amount paid in some cases is collected only with a view to prevent the tenant from setting up an adverse claim later on. The remission of assessment during the early period of the grant is allowed under the rules. In favour of the janmi, the Committee have recommended that Government should collect the rent from the tenant and pay it to him. This has been proposed in view of the interference with the janmi's rights in granting the land on cowle and perhaps against his wishes also. In support of this proposal, the Committee refer to the system adopted in Travancore for the collection of rents due from kanamdars. In this connexion, I would submit that a similar provision is found to exist in the Tenancy Acts in other Provinces. In Bombay, there is provision

for the collection of rent by Government on behalf of the landlords. In the Agra Tenancy Amendment Act of 1931, there is a provision for the collection of rents, as arrears of land revenue, when the tenants refuse to pay their rents regularly to their landlord. This provision has been retained in the United Provinces Tenancy Act of 1939. Thus in these cases, along with the assessment, the rent also may be collected by the Revenue staff without any difficulty. This work need not be objected to, since the cowle is granted by the Collector, without reference to the janmis.

19. I strongly support the recommendation of the Committee in this matter. I would, however, submit that in deciding upon the reasonableness of the objections of the janmi against the grant, the Collector may be required to consider also any objection raised in regard to the personal or social inconvenience which may be caused to the person interested in the land. This was one of the grounds allowed in favour of the janmi in previous draft bills, namely section 38 (*a*) of the draft bill prepared by Rajah Sir Madhava Rao's Committee and section 3 (4) (*a*) of the draft Bill—in Appendix D prepared by the Hon'ble Mr. Master's Committee. By considering this objection, the personal feelings of the janmi are respected.

20. While dealing with this matter, the Committee have referred to the need of a comprehensive scheme for land clearance and land colonization in Wynaad. The Committee recommend that blocks of 10 acres of waste land with necessary common land for pasturage, should be granted to the settlers. Financial help is recommended. This is a costly scheme. I submit that such a scheme may be pushed through if the present scheme of colonization in Wynaad is successful. I am rather doubtful if the people for whose benefit the scheme has been launched, will respond adequately. There can be no objection for such schemes being taken up, provided sufficient men are eager to take advantage of them. Enterprising men who will take risks are required for the success of the scheme. If such applicants are forthcoming, they may be granted waste lands and also all facilities for cultivation. They may be given the first preference. Side by side with such proposals in favour of applicants for small extents, applications for large extents (50 acres) for planting tea, coffee or oranges may be encouraged. The soil and climate are ideal for the cultivation of tea, oranges and coffee. India is one of the important countries producing tea for the world market. In India, Madras stands foremost in its production. Wynaad is now getting famous for its oranges, which are in great demand everywhere. I would recommend strongly that encouragement should be given for such plantations. It is not possible for ordinary ryots to take up to this business. To enterprising people who can command money, grants of lands may be made for this purpose. Adequate work will then be available to several poor people. In such estates, sufficient medical relief is afforded, with the result that the malaria will be controlled in course of time. When such big estates are formed, middle class people will take up smaller extents for such cultivation. Large extents are available. There will be sufficient extents of land available for poor people, even after lands are granted to enterprising people for plantations. The prevalence of malaria is one of the main considerations which keep out people from Wynaad. I would submit that Government might take sufficient steps to control it and give relief to the people affected. It seems desirable that itinerary medical officers should visit important centres of the taluk on fixed days in the week and treat patients who might come there.

IRRIGATION SOURCES.

21. There are no Government irrigation sources in Malabar. This is, to some extent, attributed to the private ownership of the land. Two dams are maintained by Government at Enamakkal and Vuyyathil in Ponnani taluk to keep out the salt water and to enable the cultivation in the beds of shallow lakes thus formed. Similar dams, but on a very small scale, for a similar purpose, are maintained by private persons in Cochin, Kurumbranad and Ponnani taluks. To supplement irrigation, several private persons have constructed anicuts or dams across jungle streams in Palghat and Walluvanad taluks. The owners of such dams charge some amount for water taken for irrigation. In one of such cases, 10 paras per acre were being charged for water. The ryots gladly pay even twice the assessment for a supplementary supply. Besides these dams, numerous small ponds are found in the midst of wet lands. In Palghat and Walluvanad taluks, water is raised by picottahs from wells, streams and rivers. Wherever possible, the landlords are constructing ponds in their lands or putting up anicuts across the streams.

22. The necessity for irrigation sources is not felt as keenly as in other districts. This is due to heavy and unfailing rainfall. The south-west monsoon is always dependable. "Even a partial failure of the south-west monsoon is unknown." Even if it fails in a few months, it is always abundant to ensure the successful cropping of the kanni (main) crop. There is some difficulty for water only when there is failure of the north-east monsoon. But the time of sowing the second crop is adjusted in such a way as to avoid any such contingency. Even in such contingencies, the ryots resort to irrigation from ponds, streams, etc. Seasonal remissions are very rare and we may say that there is practically no remission at all.

23. The feasibility of large irrigation projects is for the consideration of the experts of the Public Works Department. Some of the officers are not enthusiastic over this question. In his scheme report, Mr. MacEwen has remarked "The absence of any restraint on the flood waters by irrigation tanks and bunded rivers of course makes for safety and even the June and July rainfall, one-half of which would cause widespread devastation in an East Coast district, has no damaging effect at all on the district." Mr. Macmachael considered in 1905 that there was no much scope for the development of irrigation works except in the eastern amsams of Palghat taluk. In other parts of the district, what is required is drainage. Owing to the defective drainage, the land

is flooded resulting in damage to the crops. If the water-courses are deepened thus avoiding damage, there will be scope for getting two successful wet crops on those lands. It seems, however, possible to construct some major irrigation sources in the eastern portion of Palghat taluk. Across several streams, anicuts may be usefully constructed. There is scope for such anicuts in all taluks. I would submit for the consideration of the Government, the desirability of acquiring all the major private anicuts in Palghat taluk particularly. Ryots are now paying water-rate to the private owners and the rate may not always be equitable. If this course is not feasible, the water-rate to be collected should be restricted.

24. The Government have now taken up the question of providing irrigation sources in this district as in other districts. When this is done, even the occasional difficulty felt will be avoided. Such irrigation sources are likely to bring large extents of dry lands under paddy cultivation.

CHAPTER XIII.—MISCELLANEOUS.

Certain miscellaneous matters are dealt with in this chapter.

WEIGHTS AND MEASURES.

1. The Committee recommend that the existing weights and measures should be standardized. At present, these vary from taluk to taluk and even in different parts of the same taluk. It is said that the landlords are keeping two sets of measures—one to be used when getting the rent and the other when they deliver the grain to others. It is highly necessary that there should be uniformity in measures and weights. For the procurement work in Malabar, the Palghat para is taken as the standard para and its use has now become prevalent throughout Malabar. It will be easy if this uniformity is secured and standardized. Section 46 of the Act stipulates that all leases should state the relation between the Macleod seer and the measure according to which rent is to be paid. Macleod seer does not seem to be so popular as Palghat paras which are more widely known. I submit that the Palghat para may be taken as the standard measure for payment of rent.

RATES OF INTEREST.

2. The rates of interest collected from the tenants on arrears of rent are generally exorbitant. They are said to be generally 20 per cent in the case of paddy and 12 per cent in the case of money. Such high rates are an inducement for the janmis to allow the arrears to accumulate. In several cases, arrears of rent are allowed to accumulate for a number of years without taking any effective steps by the landlord. It is necessary that such high rents are reduced. The Committee have recommended $6\frac{1}{4}$ per cent per annum as the standard rate of interest for calculating interest on arrears of rent. I support this suggestion.

In the case of kanams, their recommendation is that the existing provision in section 17 (b) of the Act should continue. According to this section, where the rate of interest or the amount of interest has not been specifically stipulated in the kanam deed, the interest shall be payable at 5 per cent in North Malabar and rates varying from 6 to 12 per cent in South Malabar. In cases where the rate is stipultaed, it should be followed. This recommendation may appear to be showing undue advantage to the kanamdars in that they are allowed to have the contract rate of interest, however high it may be. But the annual michavaram is fixed with reference to the rate of interest and also other considerations. Since the michavaram is fixed, it is not desirable to alter the rate of interest in the kanam deeds. I, therefore, support the suggestion.

3. In this connexion, I would submit that high rates of interest are prevailing in the district and that the ryots in several cases, who borrow money for cultivation expenses, have to part with their interests in land eventually. A kuzhikanam tenant who sets about to plant coconut trees finds it difficult to manage to get money after some years for continuing his work. Then he is forced to borrow money at high rates of interest, mortgaging his right (the improvement effected by him) over the garden. Often times, he feels unable to repay the amount with the result that he has to part with his right in the garden to his creditor. Such cases are not few. There is here a much greater need for rural credit than in other districts. I would, therefore, urge for the formation of the new, and improvement of existing, agricultural credit societies. From the statistics, it does not appear that there has been any good progress in this direction. The number of agricultural societies and the number of members have gone down appreciably, though the loans advanced have increased. The statistics for 10 (ten) years from 1931 are noted below :—

Year.	Number of agricultural societies.	Number of members.	Amount loaned to members.
			RS.
1931–32	511	42,661	1,80,483
1932–33	480	38,922	1,27,692
1933–34	460	36,429	1,49,115
1934–35	459	35,626	1,57,856
1935–36	440	33,599	1,81,472
1936–37	428	31,804	1,56,172
1937–38	397	28,713	1,81,665
1938–39	378	28,171	3,38,630
1939–40	368	28,059	5,28,220
1940–41	363	28,058	5,72,316

The decrease in the number of societies is attributed to the weeding out of the bad and dormant societies. The decrease is very striking in this district when compared with other districts. There was a fall from 511 societies in 1931 to 363 in 1940; while in South Kanara, the number of societies came down from 429 in 1931 to 336 in 1940. The number of societies in Malabar is only slightly higher than in South Kanara. In Coimbatore, the number of such societies is 870 in 1940 as against 957 in 1931.

FEUDAL LEVIES.

4. Feudal levy is taken to mean as anything demanded and paid in excess of the basic paddy or money rent stipulated in the lease deed. Objection is taken to these payments even though

they are small and some times insignificant as they are often times vexatious and tend to perpetuate the subservience of the tenant to the landlord. The Committee recommend that when fair rent is fixed and paid, no payment or service, in addition to rent, should be claimed or enforced. In other cases, the tenant may, at his option, render services and make payments which are specified in the lease deed or pay their value in money. Such cases are those in which favourable rent is imposed in consideration of some service to be rendered by the tenant or some miscellaneous payments or deliveries to be made. Leases granted by devaswams or service tenures contain stipulations of some particular service to be rendered or delivery of some miscellaneous articles in kind. The rent is in such cases nominal. It will be hard on the tenant if he is required to pay the fair rent in respect of the holding and to be freed from any obligation from service or from miscellaneous payment. In such cases, the committee recommend that, where the tenant finds it profitable to continue in a tenure which requires such miscellaneous payments or services, he should be allowed to do so, but with the option to pay the money value of such services or payments in kind. One of the tenants' representatives in the Committee wants that all such levies should be abolished in all cases as otherwise in the case of tenants cultivating special crops and in the case of kanamdars whose fair rent is not or cannot be fixed, they will still be subject to such levies. It will be to the advantage of the tenant in some cases to remain under the existing terms instead of subjecting himself to the fixation of fair rent and it is to cover such cases that the Committee has proposed to have the exemption. The Committee's proposal is supported.

RECOVERY OF POSSESSION.

5. The Committee have recommended that, as the order constituting them was published on 5th July 1939, any evictions which have taken place as a result of any proceedings instituted after that date, should be deemed to be subject to the provisions of any new amendments proposed as a result of the Committee's recommendation. To ensure this, they want provision to be made in the new Act that any person, who has been evicted from his property in execution of a decree passed in a suit instituted after 5th July 1939, should be at liberty to apply for restoration or re-delivery of the property and courts should order re-delivery if it is satisfied that the tenant would not have been evicted if the new amendments were in force then. Any person who has parted with the possession without going to the Court should also be permitted to apply for restoration of possession within a specified period. The tenant should, on restoration, be compelled to pay back kanam amount and value of improvements if any received by him at the time of eviction and should also be made to pay the value of improvements made by the landlord in the interval. In making this recommendation, the Committee has not taken into account the interest of a third party. The Hon'ble Judges of the High Court have remarked that such legislation should be undertaken only after very careful consideration of the results with reference to actual cases in order to avoid all future complications.

An emergency Act has recently been passed holding up all pending suits and proceedings in execution till the question of amending the Act is finally decided. This may meet such bad cases. It does not appear to be necessary to interfere with closed cases unless it is established that there are an appreciable number of hard cases.

CONTRACTS.

6. The Committee further recommended that it should also be provided that nothing in any contract made after 5th July 1939 shall take away or limit the statutory right of the tenants under the proposed legislation. This is reasonable and is supported.

AMENDMENTS TO OTHER ACTS.

7. The Committee further suggest that section 33 of the Marumakkattayam Act should be amended so that the statutory disability against leases of more than 12 years' duration may be removed. This is a necessary amendment and is supported.

CHAPTER XIV.—EXTENSIONS OF THE PROPOSED LEGISLATION TO PARTS NOT INCLUDED IN THE MALABAR DISTRICT.

One of the points of reference to the Committee for investigation was, whether the intended legislation should be extended to the Kasaragod taluk in the South Kanara district and the Gudalur taluk in the Nilgiris district. This chapter deals with this question.

KASARAGOD TALUK.

2. *Recommendation of the Committee.*—The Committee have come to the conclusion that the Malabar Tenancy Act should be applied to the Malayalam area in the southern half of Kasaragod taluk. They further consider that the Malabar Compensation for Tenants' Improvements Act should also apply to this area.

Opposite view by the Collector.

The Collector, Mr. M. V. Subrahmanyam, has not agreed to this proposal, and, in his opinion, there is neither necessity nor justification for extending the Malabar Tenancy Act to this tract. He, however, has felt the need for extending the application of the Malabar Compensation for Tenants' Improvements Act to the whole district. His report is very exhaustive and has dealt with all aspects of the question. Mr. Boothalingam (Collector), has agreed with him.

3. *Three issues involved.*—This question depends on the consideration of three main issues, namely, (1) physical features of the tracts concerned, the nature of cultivation and the habits, customs and personal laws of inheritance of the people; (2) the proprietary rights of the landlord in the soil and the system of land revenue in the areas and (3) the nature and the main features of the land tenures in the different areas.

4. The Committee and the Collector (Mr. Subrahmanyam) recognize the great similarity in the matter of physical features and the customs of the people of the two tracts (Malabar and South Kasaragod). Both of them agree also in the peculiar proprietary rights of the Malabar janmi in the land and the absence of such rights in the case of the landlord in South Kasaragod taluk. The Committee have remarked that the amendment of the revenue system of the Kasaragod taluk is beyond the scope of their investigation. The Collector holds that this distinction is of paramount importance affecting the decision of the matter. In regard to the tenures, the Committee note that there is striking similarity between the tenures in Malabar and those in South Kasaragod. They say: "The tenures of this area, whether described by the Malayalam term common in North Malabar or the supposed Kanarese equivalent, are virtually the same as those obtaining in North Malabar." While the Collector's considered opinion is: "It seems to be a case merely of Malabar words for tenures subsisting while their Malabar contends had disappeared completely before the advent of the British." These issues will next be considered in detail.

Issue (1)—*Physical features and the general characteristics of the people.*

5. There can be no dispute about the great similarity between the two areas, i.e., North Malabar and South Kasaragod, in respect of the first issue. A few striking features are worth noticing here. The cultivation of pepper on a large scale and the fugitive (shifting) cultivation on the hill slopes are peculiar to North Malabar and to the southern portion of Kasaragod taluk. We do not find these striking features in other portions of South Kanara district. One other feature is the garden cultivation in North Malabar and Kasaragod. Paddy cultivation is not so very important as the raising of coconut plantations; but in other portions of South Kanara, coconut gardens are not of such great importance as in the southern portion of Kasaragod.

Issue (2)—*Land systems.*

6. Though Malabar district is under ryotwari tenure, the janmi has full proprietary rights in the soil, whereas the landlords in other districts have not got any such rights in the soil. This difference has been recognized by the Government in the settlement of the land revenue assessment from time to time. Even during the last resettlement, this principle was continued to be accepted. As a corollary to this right, the incidence of land revenue assessment is lower in Malabar than in other districts of the Province. Whereas in all other districts the land revenue assessment is theoretically one half of the net produce on the land, in Malabar it is one-third. Further, the waste lands in Malabar need not pay any assessment unless they are cultivated or brought under effective occupation. But in South Kanara and in other districts, no such exemption is allowed. In South Kanara especially, there are large extents of waste lands included in the holdings of the pattadars. Assessment (though very low) has to be paid on them whether they are cultivated or not. While conceding this difference in the two systems, the Committee have not stated whether this

circumstance is material for the present purpose. They refer to the change made by the Government in respect of the assessment of pepper gardens and pass over the matter by observing that it might be possible that other changes might be made. The Collector has discussed this matter in detail and has also referred to several old reports of the early British administrators, such as Sir Thomas Munro, Mr. Thackeray, Mr. Read, Mr. Maltby, etc. In these writings, the conditions in Malabar and in South Kanara have been referred to. It is said, that in not one of these reports, any reference to similarity of tenures between the area now in question and Malabar, or any dissimilarity between the conditions in that area and the rest of South Kanara has been made. These reports seem to have proceeded on the footing that the southern portion of the district was properly included with the other portions of the South Kanara district and not with Malabar.

7. I have not been able to get easily the old reports referred to in the Collector's letter. There are, however, old records here to rebut or at least to throw doubt on the conclusion of the Collector. In some of the records, there is *positive reference* to the similarities in the conditions in the two areas. From the old records, it is evident that not only in Malabar, but also in all South India, there was the right to private ownership of the land recognized. In his History of India, Elphinstone has observed: "Property in land seems to consist in the exclusive use and absolute disposal of the powers of the soil in perpetuity together with the right to alter or destroy the soil itself where such an operation is possible." In the old reports, there are several definite references relating to the conditions in South Kanara and Malabar. After many years' experience in Malabar, Mr. Warden, Collector, compared the Janmkar (janmi) to the mirasidar of other districts and to the wargadar of Kanara. Mr. Warden in his report to the Board, dated 12th September 1815, has stated thus: "In Kanara the proprietary right is called 'Murgha.' I have obtained copies of the land tenures in use in that Province and likewise those in use in Tanjore. Upon comparing the wording of the deed of proprietary right in each Province (Malabar included), the resemblance is very striking. The rights granted by the deed are minutely described in each, etc." Then he passes on referring to the deeds in Tanjore, Kanara and Malabar. In his mirasi papers, Mr. Ellis says after referring to the conditions in Malabar, "this was also the condition of the fourth or northern division of Malayalam Tulanadu, now called Kanara before the foundation of the Vizianagara . . ." Sir Thomas Munro "indirectly admits the existence of a similar ownership of land by a person whom he terms 'landlord' in the Province of Kanara." Sir W. Robinson's remarks also point out that there was no dissimilarity between Malabar and South Kanara. He says that the Malayalam institutions "will never be understood until we thoroughly realize that there has been nothing unusual about its condition that it belonged to South India and *in its every relation and institution was one with Kanara as pointed out by the wisest statesmen of the past.*" He has observed: "As regards tenures of land, therefore, Malabar was at the time covered by these documents, but much in the same condition as the sister Province of Kanara and mirasi nationalities in South India in general, except that as compared with the

latter, the rights and conditions of the agrarian population of Malabar and fixed character of the revenue demand against them survived much longer indeed into this century in a more typical and undisordered condition. Sir Charles Turner generally agreed with the views of Sir William Robinson in this matter. Sir Charles Innes also has come to the same conclusion. He says: "It seems to me that the history of the land problem in Malabar differs little from that in other landlord areas in India, except that it was differently treated by Government." In a Bombay case, Their Lordships of the High Court have held that "the Muli, the Mirasi, the Kaniatchi, the Swastium and the janmakari tenures were merely so many various names for the ancient hereditary proprietary right of the ryot in the soil" (Muli refers to South Kanara). It is thus evident that there are sufficient materials to conclude that the Malabar janmi was no better than an ordinary ryotwari pattadar so far as ownership of the land is concerned.

8. Apart from these old writings, let me examine what the special right of the janmi is in respect of the cultivated holdings. It is nothing more than the absolute ownership of the land subject to the payment of assessment. Do not the landlords of the other ryotwari districts including South Kanara enjoy the same rights? The answer is in the affirmative. The only difference is that the janmi was treated more leniently in the matter of fixing the principle for the land revenue assessment. The Malabar janmi will take a higher percentage of the net produce than the pattadar of other districts. This fact may require a different treatment in the matter of fixation of rent, but in nothing else. In these circumstances, this issue cannot be found against the Committee's conclusion.

Issue (3)—*Land tenures.*

9. The next issue is about the land tenures. The Collector has referred to the opinion of some of the witnesses examined by the Committee and has come to the conclusion that the land tenures in South Kasaragod are not similar to Malabar, but that they are akin to the tenures of the other portions of the district.

10. *The principal tenures in these areas are.*—(1) Kanam, (2) kanam-kuzhikanam, (3) kuzhikanam, (4) verumpattam. The main incidents of these tenures in the concerned areas are dealt with below.

11. *Kanam.*—The main incidents of kanam as generally understood in Malabar, and particularly in South Malabar, are as follows:—

It is a substantial interest in land recognized from a very long time at least for about two centuries. There is always an advance paid by the kanamdar to the landlord. It is considered either as security for the payment of rent or as loan. A fixed rent called michavaram is to be paid annually and it is not changed. The tenure enures for 12 years, though prior to 1856, it was for less than 12 years also in some cases. At the expiration of the period stipulated in the document, the tenure is renewed on payment of a renewal fee which used to vary considerably from janmi to janmi till the present Act was passed. The tenure is never redeemed by the janmi, though it was theoretically resumable. The

same families hold the same lands on kanam for considerably long periods. Kanamdar is liable to eviction only under some conditions, such as, wilful waste by the kanamdar, failure to renew or when the land is required by the janmi for his own use. But such evictions are not however common. In olden times, it was considered that the right to make further advances was one of the incidents of the kanam tenure, but this claim was not allowed by the civil courts and now this right is not existing. One of the evils of this system was that melcharths were used to be given. This means that the tenure will be granted to another person with right to recover the land from the kanamdar. This was causing great hardship to the kanamdars, but now, under the present Act, this right has been considerably restricted.

12. These are the main incidents associated with the kanams. But in North Malabar, the incidents are quite different. Here the kanam is a mortgage with possession and not a lease. In some cases, it is not even renewed periodically, and there are kanams for less than 12 years also. In this connection, I invite reference to paragraph 30 in Chapter III, dealing with the main incidents of kanam tenure in North Malabar.

13. The main features of the kanam tenure in South Kasaragod are discussed below:—

Kanam is nothing but mortgage with possession as is commonly found in Chirakkal taluk. The kanam amount is high and the kanamdars (mortgagees) in many cases do not pay any rent. The yield from the land mortgaged is appropriated towards the interest. There are a large number of such cases in North Malabar also and they are excluded from the purview of the Malabar Tenancy Act, under section 17 (*c*). Similarly, the kanams in Kasargod taluk also will be outside the scope of the Malabar Tenancy Act if it is introduced in this area as the kanam amount in many cases exceeds 40 per cent of the janmi's right in the holding. In a few cases where the income from the land is much more than the interest due on the kanartham (mortgage amount), the mortgagee pays the difference as rent. In all these cases, the mortgagor is at liberty to redeem the property on the expiry of the period stipulated in the mortgage deed after repaying the mortgage amount.

14. It will thus be seen that the kanams in South Kasaragod are not at all similar to those in South Malabar but they are similar to the kanams of North Malabar. About 46 kanam deeds were examined with reference to their main incidence and all of them are merely mortgages with possession. As in Malabar, the period of kanam is not uniform, even though it is generally for twelve years. In some cases, the period is for sixty years, fifty years, forty-five years, four years and two years. In a few documents, there is a recital that even within the period stipulated, the land can be redeemed by the landlord after paying the kanam amount. In a fairly large number of cases, more than one advance was paid from time to time. On those occasions, rent also was increased in some cases. There are no renewals in the sense in which this term is used in Malabar. In some cases, even though the stipulated period had expired, there was no renewal at all. One of the witnesses examined by the Committee has stated that renewals were not unknown in South Kasaragod and that in his tarwad, the

practice of renewals was in vogue. It is said that some other families also are in the habit of getting renewals. But the so-called renewals mean merely paying some advance. In some cases, larger amounts than the previous amounts are paid. The renewal fee is not to be appropriated as the landlord's income. It is really the mortgage amount. If the kanamdar does not renew the tenure, the kanam is granted to some other. In that case, it is called melcharth. The kanam amount is higher in such cases than the original amount and the rent also is higher.

15. *Kanam-kuzhikanam.*—In this case, the kanamdar is allowed to make the improvements on the lands and is entitled to claim full cost of the improvements effected by him.

16. *Kuzhikanam.*—This is a lease of gardens. It may be of waste lands, in which case the lessee has to reclaim them and plant trees; or of gardens already planted with coconuts in which case the lessee has to look after the existing trees and plant more trees. In either case, the right to make improvements on the land is implied. The tenant gets the cost of such improvements at the time of his eviction.

17. The main incidents of kuzhikanam are briefly stated below. It is also a substantial right in the lands. No advance money is paid. An annual rent is payable. Once in twelve years, it is renewed, when a fee is to be paid and the fair rent fixed for the next period.

18. In Kasaragod, this type of tenure prevails. There are, however, some differences in the main incidents. In South Kasaragod vacant lands or lands containing some improvements of the janmi or kumari lands are generally granted on kuzhikanam right to the tenants. The tenants are always allowed to construct a dwelling house and sink a well on the land. Very often, a limit is imposed to the value of the building to be constructed. But such conditions are not recognized by the civil courts. In the case of lands containing the improvements of the landlord, the lease is generally for four years. The rent is the net yield of the garden after meeting the cost of maintenance. In the case of waste lands reclaimed by the tenant by planting trees, the rent is one half of the net produce of the land. It is called 'Pakudipattam,' i.e., half the produce. Till the trees begin to yield, only a nominal rent is paid. Before the tenant gets the land on lease, he has to pay a small amount as premium called 'Manusham.' The usual practice seems to be that the lands are taken on oral kuzhikanam in the first instance and only after about four or five years, a registered deed is executed. At that time, a small amount is paid as premium. I have examined the incidents of about 33 kuzhikanam deeds. Most of them are for twelve years. Generally, some advance is paid. Renewals are very rare. The one striking feature is the high rentals. Except in two documents, I noticed that the rent on the trees planted by the tenants was one half of the net produce. In the excepted two cases, it was one-third. The prevailing rate seems, however, to be half the net produce.

19. *Verumpattam (ordinary lease).*—In Malabar, the cultivating verumpattamdar has got the immemorial right to a share of the net produce of the land. He has also a right in the land and cannot be evicted except for some specific grounds, such as, non-payment of rent, wilful waste, etc. The tenant in South Kanara does not enjoy these privileges. He is only a tenant at will.

Besides these main tenures, there are a few features peculiar to Malabar. They are (1) prevalence of the intermediaries and (2) Feudal levies. Intermediaries are not at all to be found in South Kanara tenures. The feudal levies, however, are not uncommon. One of the witnesses examined by the Committee has spoken to such levies.

20. From the description of the tenures in the concerned areas, it can be seen that the kanams in South Kasaragod are similar to the kanams of North Malabar. In regard to the kuzhikanams, though the details of incidents are not similar, some of the principles are common, e.g., right to make improvements, difference between the trees planted by the landlord and those planted by the tenant, etc. In any case, there are no similar tenures with the same incidents in the other portions of South Kanara district. In this connexion I would submit that two other Collectors of the South Kanara district (Mr. M. V. Vellodi and Mr. Diwan Bahadur C. P. Karunakara Menon) who are familiar with the conditions of tenures in the two districts have recommended that the Malabar Act should be extended to the Malayalam portion of South Kanara district. Mr. Vellodi has stated that "the conditions prevailing in South Kasargod are identical with those prevailing in Malabar." Mr. Karunakara Menon has observed that the system of land tenure in the Malayalam-speaking area of the district is the same as that obtained in North Malabar and different from that prevailing in the northern parts of this district.

Need for legislation.

21. The important question is about the necessity for legislation. Arbitrary evictions, heavy rents and renewal fees and the grant of melcharths were the main causes which led to the legislation in Malabar. There is no doubt that evictions are common in the southern portion of Kasaragod taluk. It is true that civil courts' statistics do not support this remark to a large extent. But it is said that evictions are carried out in some cases without reference to the Court. Two of the janmis who were examined by the Committee have spoken to this matter. One of them said: "The tenants are evicted even on a flimsy ground by force and not through Courts. There are many such instances . . . . Unjust and arbitrary evictions are common." The other witness has said: "The lot of the tenants is certainly not a happy one. He has no fixity of tenure. He has no incentive to improve the land. He has to quit the land at the whim or caprice of the landlord . . . ." The necessity for legislative protection for garden cultivation is greater than the need for protection for wet cultivation. The former requires considerable labour and outlay. It will be inequitable to turn out the tenant after he has spent a lot of money and labour by planting trees and maintaining them. Another ground for interference is the prevelance of high rents. Rents on garden lands are unusually high. For the trees planted by the landlord, the tenant's share is only the cost of maintenance of the garden. The

entire produce has to be paid after deducting the cost of maintenance. There is no extra remuneration for labour taken by the tenant. He will have no incentive to improvement in such case. For trees planted by the tenant, half the produce is paid. This is unfair and much higher than the rate in North Malabar. Further, there has been considerable unrest in the southern portion of this taluk. Whatever may have been the reason for this unrest, and whether it is justified or not, need not be considered here. The fact however remains that the tenants, as a class, are agitating for legislation. There is no denying the fact that this portion of the district has been giving anxiety frequently to the District Officers responsible for the maintenance of law and order. Thus, I submit that the tenancy legislation for this area cannot be avoided.

22. The next question is, whether the proposed legislation should conform to the Malabar Act or whether it should go in with the rest of the district. The features of agricultural operations are more akin to Malabar conditions than to other portions of the district. Garden cultivation by reclaiming the waste lands which is similar to that in North Malabar, but which is not very common in other portions of the district, would require the same or similar treatment as in Malabar. Pepper cultivation and fugitive cultivation are not generally found in other portions of the South Kanara district. Such cultivation in North Malabar is dealt with in the Tenancy Act. A few incidents are also common, such as, share of the pepper crop. Though the tenures may not be exactly similar to those in Malabar they are more in common with Malabar than with South Kanara. Apart from this, the opinion of the people counts very much in this matter. The population is almost entirely of Malayalees, speaking Malayalam, following the customs and manners of Malabar people. Some have lands both in North Malabar and in this portion of South Kanara district. Differential treatment is not desirable. In this connexion it may be pointed out that some of the important peculiar features of Malabar tenures are absent in Wynaad and Gudalur and that the Act is proposed to be extended to those areas also. In these circumstances, I submit that the Malabar Tenancy Act may be extended to this area.

23. Next is the area to which the Act should be extended. The Committee recommend that it may be extended to all the villages south of the river Chandragiri and to three villages, which lie north of the river Chandragiri. As regards the fair rent, the question will have to be considered when dealing with tenures in the other portions of the district. After dealing with that subject, proposals for fixing the fair rent for this area will be submitted. Then I shall deal with any modifications necessary in the case of villages for which the Tenancy Act may be extended.

GUDALUR TALUK.

24. Gudalur taluk is a mountain plateau at an average elevation of about 300 feet with a number of undulating hills divided by narrow valleys in most of which there are streams. Originally this taluk formed part of the Malabar district, but, for administrative reasons, it was transferred to the Nilgiris district in 1873

and 1877. There are 12 villages in this taluk. The extent, population and the number of occupied houses in each of these villages is tabulated below :—

Name of village.	Area.	Number of occupied houses.	Population as per 1941 census.
Pandalur Firka.			
	ACS.		
Cherancode	7,524·11	789	3,732
Nelliyalam	16,230·48 7/8	2,336	7,766
Munanad	1,356·07	297	1,489
Erumad	1,545·00	392	1,750
Nellakota	169·74	46	238
Gudalur Firka.			
Gudalur	10,025·10 1/2	835	3,164
Mudumala	645·63	129	572
Srimadura	2,737·11	94	518
Cherumuli	7,278·74	778	3,119
Padantara	7,828·77	687	3,055
Devala	11,888·27	252	1,368
O'vallo	25,558·18	1,908	7,474

Classifications of land.

25. The main classifications of land of this taluk adopted by the settlement, are : (1) estates, (2) wet and (3) dry. The extent under estates is very considerable. Only a small percentage of the area is under wet or dry. The importance of Gudalur is mainly due to the numerous plantations all over the taluk. The main products grown in the estates are tea (large extent), coffee and cardamoms (small areas). For the present report, investigation of the tenures in the estates is not necessary, since section 3 (1) of the Malabar Tenancy Act excludes the estates from its scope.

A portion of this taluk, consisting of the villages of Erumad and Munanad and portions of Nelliyalam, Cherancode and Nellakottah is held under ordinary ryotwari tenure by the pattadars. The rest of Gudalur taluk are janmam lands owned by three janmis. Of these three, Sri Nilambur Tirumalapad has the largest extent. All the villages forming Gudalur firka are owned by him. The remaining two janmis hold janmam lands in portions of Nelliyalam, Munanad and Cherancode villages. Of these two janmis, one is from Malabar and the other is from Mysore, who follows the Makkathayam law of inheritance.

26. *Population.*—The estates attract coolies from all the adjoining districts and we find people from Tamil, Kanarese and Malayalam areas. Petty trade in important villages is in the hands of Rowthers and people from Tamilnad and Malabar. The rest of the population, engaged in agriculture, are Chettis, Panigars, Nayakars and Kurumbars. Among the Chettis, there are two classes—one known as Mamundadan Chettis, living in East Gudalur and following the Makkathayam law of inheritance and the other as Synaadan Chettis in the West Gudalur and following Marumakkathayam law. Almost everyone engaged in agriculture speaks Malayalam.

27. *Cultivation.*—The main crops grown in the taluk are paddy, ragi, samai, oranges, plantains, jack and other fruit trees. No other crop is raised on a large scale on ordinary lands. Paddy is

confined to the wet lands. Ragi and samai are cultivated on high level lands classified as dry. Mostly they are under "fugitive cultivation", i.e., cultivated only periodically. Plantains, oranges, etc., are cultivated on very small extents in the homelands of the cultivators. Round about each house, plantains are invariably grown on some extent and oranges and jacks also are planted here and there.

Paddy is raised without artificial irrigation in the numerous swamps lying in the midst of hills. These swamps contain streams and springs which aid irrigation. The rains in the south-west monsoon are sufficient to mature the crop successfully. The cultivation is, however, carried on in a very casual manner. The land is neither adequately ploughed nor is it sufficiently weeded. Even after harvest, there is delay in threshing and taking the harvested crop from the field. All this is due to the scarcity of population and the indifferent nature of the people. The crop is liable to be damaged by wild animals since the paddy fields are close to jungles which give shelter to wild pigs, and even elephants.

In the case of dry crops, ragi and samai, they are raised on high level lands. Even here, the cultivation is not carried on efficiently. These crops are raised more as fugitive cultivation on the slopes of the hills than on ordinary dry lands. In April and May, the slopes of hills are cleared of the jungle growth by burning it. The ashes are thereafter hoed in and the land is sown broad-cast after the first rains of the south-west monsoon. After ragi crop, samai is cultivated on the same plot in the next year in some cases. After it is harvested, the land is allowed to be waste for some years. This mode of cultivation gives a comparatively good yield but the cost is excessive.

Plantains and fruit trees are raised only on small areas in the cultivators' homesteads.

Conditions of the tenancy.

28. The main incidents of tenancy under the three janmis holding janmam rights in the taluk, are dealt with below:—

Tenancy under the janmi owning the villages in East Gudalur.—All the lands in this firka except the roads and the sites containing Government buildings and the sites acquired by the local bodies, belong in janmam to Sri Nilambur Tirumalpad, a very rich janmi of Ernad taluk in the Malabar district.

Agricultural leases are granted for cultivation or for kudiyiruppus for actual cultivators, close to their fields:

There are four different categories of tenants. They are:

(1) Tenants holding lands under perpetual leases.

(2) Tenants holding lands under karars in which no period is fixed.

(3) Tenants holding lands under verumpattam leases.

(4) Tenants holding lands without any documents, but continuing to be in possession for a very long time.

The normal rent on a wet land varies from ½ to 1 pothi (1 pothi is 33⅓ seers) per acre. There have been attempts to increase the rent in recent years. It is said that in some places 1½ pothis are being demanded for one acre. These leases are described as verumpattam leases but they are for a period of twelve years. After the expiry of the period, the leases are generally renewed. No charges are payable for renewal; but the tenant has to bear the cost of executing and registering the document.

Dry lands (ordinary cultivation).—Normally, the rent is Rs. 3 an acre which includes the assessment of about Rs. 2. The lease is renewed once in twelve years, as in the case of wet lands.

29. *House-sites in important villages, and places of business such as Gudalur, Devala, Devashra, Pandalur and Nadghani.*—No uniform rate of rent is charged. The rent varies according to the importance of the place, the nature of the locality and the main purpose to which the house is used. In a road side village, for a house-site 13 feet by 10 feet, the rent is Rs. 5 for a year. Even for residential buildings the same rate is charged. In some other villages, the annual rent was one month's rental value of the building; while there are cases where two months' rental is paid as annual rent. These leases are for twelve years. At the end of the period, renewal fee has to be paid unvariably. The amount of the renewal fee depends on the value of the improvements on the site and also on the rental value of the buildings. Before 1930, the tenants were not entitled to the value of the improvements effected by them. In the old lease deeds, there was generally an express stipulation that the land should be delivered to janmi, after the lease period, without any claim for compensation. But the Malabar Compensation for Improvements Act was extended to this taluk from 1931. At the time of the renewal in such old cases, renewal is refused unless a heavy premium towards the value of improvement is paid to the janmi. Under the contract, the janmi is entitled to have the benefits of the tenants' improvements without any compensation to him. So when the lease is now renewed, the tenant is required to pay to the janmi, a premimum or fee towards the value of the improvements to which the janmi is entitled according to the agreement. The premium or renewal fee does not however represent the full market value of the improvements. The amount depends on the nature of the building, importance of the locality and the financial circumstances of the tenant. After such renewal, the improvements are shown in the documents, as belonging to the tenant. In other cases, the renewal fee depends on the rental value of the buildings. But no uniform principle is followed.

30. *Leases granted by the janmi Sri Nellialam Arasu (from Mysore State).*—All leases which are under verumpattam are for a period of twelve years. The leases are either written or oral. Rents for wet lands are fixed in kind. There is no fixed rate charged. It variets from 20 seers to 50 seers. Leases of wet lands are renewed once in 12 years but no renewal fee is charged. The tenants have to bear the value of the stamp papers and registration charge.

31. *Building sites.*—The extent granted for building sites varies from 1 cent to 50 cents. Here also there is no fixity in regard to the rate of rent charged. The lowest rate is As. 3 a cent, while the highest is Rs. 4 a cent. It is reported that, of late, the janmi has been trying to enhance the rent on some of the sites which are commercially important. For the renewal of these leases also, no renewal fee is paid by the tenant.

32. *Kudiyiruppus.*—These are situated on the slopes of high-lying lands near the wet fields in the occupation of the tenants. These dry lands are included in the leases for wet lands. The rent for the kudiyiruppus is paid in cash varying from Re. 1 to Rs. 3.

33. *Dry lands for fugitive cultivation.*—This is done by cutting down the forest growth and burning the fellings after they are dead. Ragi and samai are sown. The rent charged is Re. 1 to Rs. 3 per acre according to the fertility of the land. The janmi does not pay any separate assessment for this as it is temporary occupation for which he is paying the flat rate amount of 6 pies for all the waste lands.

34. *Tenancy under the other two janmis.*—The other important janmi is Sri Wandur Nambudiripad (from Malabar). He is collecting as rent half to 1 podi for an acre of wet land (1 podi = 50 seers). No renewal fee is colletcted by him. For building sites, oral leases are granted and the rent varies from one anna to Rs. 2-4-0 per cent. For dry lands taken up for fugitive cultivation, the rent charged is Rs. 1-8-0 per acre.

Grievances of the ryots.

35. There is not much of grievance in regard to the wet or dry lands and the kudiyiruppus close to the agricultural holdings. The tenants however require protection in securing fair rent, fixity of tenure and freedom to deal with their rights. Though the prevailing rent is comparatively reasonable, there is always the fear of increase of rent after the expiry of the period of tenancy. Recently it is said that higher rents are being demanded and the tenants are hesitating to enter into written agreements. Similarly, though the tenants are not generally evicted, there is the threat of eviction in case the enhanced rent claimed is not agreed to.

36. The main grievance is in respect of building sites in important villages and places of business. The rents on such sites are high. When buildings are put up subsequently and used as shops for carrying on trade high rents are claimed. Heavy renewal fee also is demanded. Till the Malabar Compensation for Improvements Act was extended to Gudalur, the tenants had no right to claim compensation for the improvements effected by them on the lands held by them. The janmi claimed all the improvements on the land as his. In the old lease deeds also, this right of the janmi was clearly specified. Under such conditions, the janmis were demanding and getting heavy renewals. But the Act has not got retrospective effect. So it is not applicable to leases executed before 1930. In respect of such leases which come up for renewal, the janmis are now collecting a heavy premium for

foregoing their previous rights agreed to by the tenants and the amount is fixed with reference to the nature and cost of improvements, the income from the buildings and the use to which they are put. The tenants do not get the benefit of the Compensation for Improvements Act for the improvements made by them.

There was considerable agitation in the past for extending the Malabar Compensation for Improvements Act to Gudalur and that too with retrospective effect. Finally when the Act was extended to Gudalur in 1931, it was done without retrospective effect. The Committee have now considered the desirability of giving retrospective effect to this Act. They are of opinion that it will be inequitable if the benefit of the Act is not extended to the improvements which are to be effected in future even where the leases were entered into before the introduction of the Act. There can be no objection for this suggestion. In the case of commercial sites, however, they hold that it is not necessary to extend the Act retrospectively. The main reason given is that the original lease was granted at a favourable rate of rent only in consideration of the fact that, on the expiry of the term, the improvements would become the property of the landlord. These sites are to be found mostly in the bazaars of Gudalur village and some other important villages. They usually include a row of shops constructed by the tenant which are let at fairly high rents, while the tenant himself lives in one portion of the building. No particular hardship is likely to cause to such tenants if the Act is not given retrospective effect. The income which they get from the buildings is far more than the premium which they pay to the landlord. I support the recommendation of the Committee that in these cases, the Act need not be extended with retrospective effect.

Need for Tenancy Law.

37. The next question is whether it is necessary to extend the provisions of the Malabar Tenancy Act in respect of agricultural leases. The Committee have recommended the extension of the Act, without any dissenting note from any member. The tenants are keen on having the Malabar Act. Some of the people in West Gudalur expressed also that their villages should be included in Malabar district as before.

38. The main factors relevant for the decision of this question are dealt with below. The important janmi who owns *all* the villages of the East Gudalur is one of the richest and important janmis of Malabar. Of the two remaining janmis, who hold lands in some of the villages of West Gudalur, one comes from Mysore and is governed by the Makkathayam law of inheritance and the other is from Malabar and a Malayalee Nambudiri janmi. (2) The cultivation is mostly carried on by "Chettis" caste. In East Gudalur, they are called Mamundan Shettis. They speak Malayalam and also a corrupt form of Kanarese, in their houses. They are the original inhabitants of the locality. At any rate, there is nothing to show that they migrated from Malabar, since it is comparatively far away. They follow the Makkathayam law of inheritance. The Chettis of West Gudalur, which adjoins Wynaad, are called Wynaadan Chettis. They follow Marumakkathayam law

and are settlers from Malabar. They speak Malayalam. There are other classes also who cultivate lands; but they form a small minority. (3) In regard to the nature of leases, all of them are held under verumpatatm tenure. Leases are either oral or written. When reduced to writing, they are registered and enure for 12 years, after which they are renewed. They are more similar to "Kozhu" leases than to the ordinary verumpattam leases of Malabar. Those leases are renewed once in 12 years, when some premium is paid to the janmi. The premium varies from place to place and also with reference to the purpose for which the land is used. To this extent there is similarity in the tenures. But there are no kanam or kuzhikanam tenure in this taluk. Cultivation of coconuts, areca and pepper is very rare.

39. The general feeling in the taluk is that the Malabar Tenancy Act should be extended to this taluk also. The eastern portion of the taluk which forms very considerable portion of the janmam land is owned by one janmi. There are no Government lands at all available for assignment. The tenants have to accept the terms demanded by the janmi. Recently there have been attempts to enhance the rent. There is the threat of eviction if the tenant does not agree to the conditions of the janmi. This area is more or less similar to Wynaad in many respects. So the Malabar Tenancy Act may be extended to Gudalur with the same modifications as for Wynaad.

The rent for wet lands may be fixed at 30 seers per acre and assessment which is to be paid by the tenant. In the case of dry lands, twice the dry assessment or the existing rent whichever is lower may be fixed as the fair rent.

CHAPTER XV.—SUMMARY OF RECOMMENDATIONS.

CHAPTER III—ORIGIN AND NATURE OF THE TENURES.

Recommendation of the Committee.	Remarks of the Special Officer.
The majority consider that the kanamdar (the farmer) was the original owner of the soil. Janmam was a sort of overlordship and not an absolute right in the soil (41).	This is a matter of opinion. From the records I have perused, I do not think that there are sufficient materials to come to that opinion.

CHAPTER IV—THE ECONOMIC POSITION OF THE AGRICULTURIST.

Recommendation of the Committee.	Remarks of the Special Officer.
(1) The Committee stresses the need for an increase in the productivity of the soil (46).	I support the recommendation (paragraphs 9 to 12.)
(2) Steps to save the pepper, coconut and areca trades from ruin to be taken (47).	The recommendation of the Director of Agriculture, endorsed by the Director of Industries, is supported (paragraph 26).
(3) The introduction of salt manufacture and other village industries and arts and crafts to relieve unemployment and under-employment (61).	I support the recommendation. (paragraph 28.)
(4) The provision of state irrigation facilities (51 and 52).	I support the recommendations (paragraph 28).

Recommendation of the Committee.	Remarks of the Special Officer.
(5) The Government should take possession of all irrigation sources subject to existing and rightful user (53).	I support the recommendations (paragraph 28).
(6) Better marketing facilities should be provided by the construction of roads and canals (54 and 55).	Do.
(7) The assessment of land revenue is heavy in some cases and recommends immediate relief in cases where the assessment is out of all proportion to the income (57 to 59 and 61).	This question may be considered along with the general revision of land revenue assessment in all the districts. Special treatment at present is not necessary. In my general report on Land Revenue assessment, this will be specially dealt with. Where rent is less than the assessment, it may be increased, as was done in South Kanara district, in the case of Mulgeni tenures (paragraph 29). Other suggestions— (1) Intensive cultivation is necessary (paragraph 14). Encouragement for spending money on lands for improvement should be afforded. This has been dealt with in paragraph 30 in Chapter VIII. (2) Facilities for getting manures at a reasonable cost should be made. The export of groundnut and the groundnut cake should be controlled. As far as possible, the groundnut produced in the Province may be crushed here.

CHAPTER V—THE NECESSITY FOR LEGISLATION.

No remarks.

CHAPTER VI—FIXITY OF TENURE, EVICTION AND RELINQUISHMENT.

Recommendation of the Committee.	Remarks of the Special Officer.
(1) The Committee recommends the grant of tenure for all classes of lands except—	
(a) Those transferred for the cultivation of fugitive crops, and	Fixity of tenure may be granted even to lands in which pepper is the principal crop (paragraph 6). Other recommendations supported (paragraphs 5 and 7).
(b) pepper (as a main crop), tea, coffee, rubber, cinchona or any other special crop prescribed by rules. Tenants of buildings owned by a landlord should not get fixity.	Do.

Recommendation of the Committee.	Remarks of the Special Officer.
(2) Fixity of tenure, both heritable and alienable, should be extended to all classes of tenancies except certain kanams which are really mortgages (88).	The recommendation is supported (paragraph 21).
(3) Fixity of tenure should also be granted for commercial sites (83).	Fixity of tenure is not supported for commercial sites (paragraph 16).
In order to prevent evasions of the Act, the Committee also recommend the grant of fixity of tenure to any mortgagee whose mortgage is shown to have been granted in place of a tenure (82).	Fixity of tenure to the cultivating verumpattamdar should be more substantial. He should not be liable to be evicted except for any of the grounds specified in section 14 of the Act. For the default of the *intermediary*, he should not at all be made to suffer on any account (paragraph 20).
(4) The grounds of eviction of tenants are to be restricted (90). (5) The grounds of denial of title, waste and collusive encroachment are to be retained (90).	Supported. "Unhusbandlike cultivation by the tenant" in the case of gardens may be included as a ground for eviction under clause (2) of section 20 (paragraph 24).
(6) Failure to take a renewal will no longer be a ground for eviction as renewals in their present form are to be abolished (91).	This ground may continue (paragraph 25).
(7) A verumpattamdar may be evicted if he fails to pay by 30th Kumbham (February-March), the rent due between Kanni (September-October) and Makaram (January-February) or within three months of the due date in other cases (92).	Two years' time may be granted for the payment of rent. Afterwards, the tenant should be liable to eviction. (paragraph 30).
	The benefit of the provision of section 15 (3) for getting the suit dismissed on payment of the arrears with interest and cost can be allowed only for two occasions (four years), after which the tenant should be evicted if he is in arrears after a further period of two years (paragraph 30). In cases of eviction of the tenant for default in payment of rent, the janmi cannot get back the land, unless he is in real need of it for his requirements. The land should be leased out to another cultivating tenant. (paragraph 28).

Recommendation of the Committee.	Remarks of the Special Officer.
(8) A verumpattamdar who defaults in the payment of rent may be called upon within twelve months of the default to furnish security for one year's rent and evicted if he fails to do so (93).	Security need not be required for the prompt payment of rent. It is an unnecessary burden (paragraph 32).
(9) The right of eviction for *bona fide* cultivation should be abolished so far as sthanis are concerned (100).	Supported (paragraph 40).
(10) Religious and charitable bodies should only be allowed to evict tenants from the area which the District Collector considers necessary for the extension of their existing premises (100).	Do.
(11) Landlords may exercise the right subject to the proviso that the extent from which tenants may be evicted for both purposes combined when added to the area already directly in the possession of the landlord or any member of his family should not exceed 5 acres per head of the landlord's family (102).	The necessity for the land should be the criterion. As between the jenmi and the tenant sued against, the person whose needs are more pressing should have the land in preference (paragraphs 48 and 49). So long as the tenant is not in arrears, melcharths should not be given by the janmi (paragraph 58).
(12) The payment of arrears of rent should not, as at present, be a condition precedent to voluntary surrender, but the tenant should continue to be personally liable for the excess of the arrears over the kanam (if any) and value of improvements (104).	Supported (paragraph 51). Improvements made by the tenants may be registered in the registers of the Revenue Officers. Disputes will be settled then and there by the Land Tribunal (paragraph 59). Please see paragraphs 78 and 95 of Chapter VII for the constitution of Land Tribunal.

CHAPTER VII—RENT AND REVENUE.

Recommendation of the Committee.	Remarks of the Special Officer.
(1) No tenant should be compelled to pay more than fair rent (106).	Supported. But, where the existing rent is less than the 'fair rent' under the Act, it should continue. It should not be enhanced except under the order of the Court (Land Tribunal) (paragraph 81).
(2) It is, however, unnecessary to fix the rent payable by kanamdars, customary verumpattamdars or intermediaries (108).	Supported (paragraph 2).
(3) Any tenant may convert himself into a verumpattamdar paying fair rent if he chooses (108).	Do.
(4) Different rates of fair rent are recommended for the Malabar plains and the Wynaad taluk (109).	The different rates of rent recommended by the Committee and those suggested by me are embodied in a statement attached at the end of Chapter VII

Commercial sites.

Recommendation of the Committee.	Remarks of the Special Officer.
(1) The fair rent of commercial sites should be the letting value of the site, i.e., the rent paid or agreed to be paid in respect of similar lands of the same extent in the neighbourhood (138).	Supported (paragraph 72).
(2) Fair rents should be fixed simultaneously for all lands in locality by a Rent Settlement Officer of the rank of a Revenue Divisional Officer in consultation with advisory assessors representing the interests involved (140).	The rent may be fixed only for cases where the rents are high, according to the normal rent fixed and where there are applications (paragraph 81).
(3) A complete record of rights should be prepared at the same time (141).	Not supported (paragraphs 79 and 80).
(4) The cost should be recovered from the actual cultivator and his immediate landlord (142).	The cost of fixing the fair rent should be borne by the State (paragraph 78).
(5) There should be a revision of rent in all cases after a period of 20 years (143) and in exceptional cases within that period (147).	For gardens, revision of rent should be once in 12 years, when the tenure is renewed (paragraph 93). In the first instance, revision of rates of rent may take place after 5 years, after the new rates are adopted. Later on, general revision may take place once in 20 years. For exceptional and special reasons, this may be done at shorter intervals (paragraphs 93 and 94). Even within 20 years, the rent may be got revised under certain conditions. This work can be attended to by the Revenue Divisional Officer, assisted by assessors. They may form 'land tribunals' in each division and decide all general disputes regarding the rent and the improvements effected then and there (paragraph 95).

Payment of rent.

Recommendation of the Committee.	Remarks of the Special Officer.
(1) The rent of garden lands though fixed in kind should be payable in money at the current market price (144).	Supported (paragraph 88).
(2) The rent of wet lands should be paid at the tenant's option in kind or in money at the current market price (144).	Not supported. The existing provision in the Act may continue (paragraph 88).

Recovery of rent.

Recommendation of the Committee.	Remarks of the Special Officer.
(1) There should be summary procedure for the recovery of rent leading to an order having the force of a decree against the tenant's rights in the property (145).	Supported (paragraphs 89 to 91).

Remission of rent.

Recommendation of the Committee.	Remarks of the Special Officer.
(1) The rent should be remitted in proportion to remissions of land revenue granted for failure of crop (146).	Supported (paragraph 92).

Payment of assessment.

Recommendation of the Committee.	Remarks of the Special Officer.
(1) Section 14 of the Malabar Land Registration Act should be amended to admit of the joint registration of the actual cultivator (148).	Not supported (paragraph 96).
(2) The tenant jointly registered should be liable to pay the assessment even if it exceeds his rent (148).	Do.

CHAPTER VIII—RENEWALS AND RENEWAL FEES.

Recommendation of the Committee.	Remarks of the Special Officer.
(1) The practice of having renewal deeds executed every 12 years should be abolished altogether (152).	Not supported (paragraphs 13 to 20).
(2) The renewal fee should be reduced, divided into 12 equal instalments and added on to the rent and made recoverable as rent.	Do.
(3) Failure to pay the instalments should not be a ground for eviction (151).	Does not arise in view of my suggestion in (1) above.
(4) The renewal fee for wet lands should be one year's net profit ascertained as at present by deducting from the fair rent, the land revenue (if payable by the tenant), the interest and the kanam amount (if any), and the rent payable under the lease. For garden and dry lands the renewal fee should be one year's land revenue on the land *minus* interest on the kanam amount (if any) (153–155).	Rates recommended by the Committee and those suggested by me are embodied in a statement attached at the end of the chapter.

Recommendation of the Committee.	Remarks of the Special Officer
CHAPTER IX—INTERMEDIARIES AND UNDER-TENURE HOLDERS.	
(1) It is not necessary to eliminate intermediaries by artificial means (162).	Supported (paragraph 5).
(2) The under-tenant should be protected so long as he pays his rent (163).	Do.
(3) He should be entitled to inform the superior landlord of his under-tenure by means of a notice stating the rent payable by him (165).	Do.
(4) In the event of default by the intermediary, the superior landlord may by notice demand rent direct from the under-tenant (165).	Do.
(5) If the under-tenant has paid rent to his immediate landlord before such notice or to the superior landlord after such notice, he should be protected in any legal proceedings for the rent (165).	Supported (paragraph 5). But the tenant should be required to pay to the superior landlord only the rent due to him from *his* tenant. The balance of rent due by the tenant paying the amount, should be paid to *his* immediate landlord (paragraph 28).
(6) Where the intermediary defaults for three years in the payment of rent, the under-tenant may compulsorily purchase the intermediary's rights (170).	The rights of the defaulting intermediaries may be purchased out either by the tenant or by the jenmi. The State aid to the purchase is not necessary (paragraph 30).
(7) The Government should issue bonds to enable the under-tenant to do this (173).	Do.
CHAPTER X—COMPENSATION FOR IMPROVEMENTS.	
(1) The prices of oranges, cashew-nuts, mangoes and tamarind should be published under section 14 of the Act (175).	Supported (paragraph 13).
(2) Even in those cases where contracts to the contrary are now valid, the tenants included in our proposals for the grant of fixity of tenure or the fixing of fair rent should be entitled to claim the value of any improvements effected after the passing of the intended tenancy legislation (176).	Supported. But, for Malabar district, the retrospective effect of the Act is not recommended (paragraph 14).

Recommendation of the Committee.	Remarks of the Special Officer.
(3) The number of coconut trees for any excess over which compensation may be refused should be reduced from 120 to 80 per acre (177).	Supported (paragraph 15).
(4) Similar reductions should be made in the case of other trees also (177).	Do.
(5) A time-limit of six months should be imposed in decrees for eviction on payment of the value of improvements (178).	Supported (paragraph 16).
CHAPTER XI—KUDIYIRUPPUS (HOMESTEADS).	
(1) Fixity of tenure should be granted to all kudiyiruppu holders and the kudiyiruppu holder's right of purchase when sued in eviction may be abolished (180).	Supported only for the case of separate kudiyiruppus (paragraph 25).
(2) The term kudiyiruppu holder should not include tenants of rented buildings or ulkudi or kudikadappu holders, or those persons who have constructed buildings mainly for commercial purposes or sub-letting (181–185).	Supported except for those constructed for commercial purposes or sub-letting (paragraph 18).
(3) The kudiyiruppu holder should pay the existing rate of rent or fair rent whichever is less for an area not exceeding 50 cents in rural areas and 25 cents in municipal limits. For any excess over this area, he should pay fair rent in rural areas, and in municipal limits fair rent or the rent payable for similar lands in the locality whichever is higher (187).	Not supported. The existing system may continue (paragraphs 20 and 21).
(4) The kudiyiruppu holder should be liable to eviction on the grounds applicable to his tenure, and if no tenure is stated, on those applicable to a verumpattamdar.	Supported (paragraph 25).
(5) He should not, however, be liable to eviction for the landlord's own cultivation or building purposes unless the kudiyiruppu is necessary for the construction of a farm house for lands directly cultivated by the landlord (188–189).	Supported for separate kudiyiruppus only (paragraph 25).

Recommendation of the Committee.	Remarks of the Special Officer.
(6) The landlord should have a right of pre-emption if the kudiyiruppu holder transfers his kudiyiruppu (120).	Supported (paragraph 27).

CHAPTER XII—FORESTS, WASTE LANDS AND IRRIGATION SOURCES.

Forests.

(1) Some general control is necessary to prevent the denudation of private forests (194).	Supported (paragraphs 4 and 5). Necessary facilities may be given to the ryots without prejudice to the proper maintenance of the forests.
(2) Cultivators should be allowed to take leaves for green manure from, and pasture their cattle in, private forests subject to restrictions necessary to protect the forest from destruction or denudation (195).	Supported (paragraphs 4 and 5).
(3) The same facilities may be granted in Government forests (196).	Do.

Waste lands.

(1) The cowle system should be revived in a modified form, and made part of a comprehensive Land Clearance and Colonization Scheme (200–203).	Supported (paragraph 19). Some portion of the wastes suitable for tea or orange plantations may be reserved for plantations and allotted to some persons in large extents (50 acres) (paragraph 19).

Irrigation sources.

(1) In order to facilitate State schemes of irrigation, the Government should be empowered to take control of all irrigation sources subject to existing and rightful user (204).	Supported (paragraph 21).

CHAPTER XIII—MISCELLANEOUS.

Weights and measures.

(1) Weights and measures should be standardized and leases which do not state the equivalent in the standard measure should not be accepted for registration (206).	Supported (paragraph 1).

Interest.

(1) The rate of interest in all tenancy transactions should be $6\frac{1}{4}$ per cent simple interest per annum notwithstanding any contract to the contrary (207).	Supported (paragraph 2).

Recommendation of the Committee.	Remarks of the Special Officer.
(2) This rate should not apply in the calculation of interest on kanam where the provisions of section 17 (*c*) may be retained (207).	Supported (paragraph 2).

Feudal levies.

(1) In cases where fair rent is paid, no levies or services in addition to rent should be permitted or enforced (208).	Supported (paragraph 4).
(2) In other cases, if the tenant prefers to continue to hold under a tenure requiring levies or services, he should be permitted to commute them into money (208).	Supported (paragraph 4).

Right to restoration in cases of eviction after 5th July 1939.

(1) Any tenant who has parted with possession or been evicted in a suit instituted after 5th July 1939, the date of the Government Order appointing the Committee, should be entitled to restoration if he would not have been evicted, had the proposed legislation been in force (209).	Not supported (paragraph 5).

Contract after 5th July 1939 invalid.

(1) Nothing in any contract made after 5th July 1939 should take away or limit the statutory right of a tenant under the proposed legislation (210).	Supported (paragraph 6).

Amendment to section 33 of the Marumakkattayam Act.

(1) Section 33 of the Madras Marumakkattayam Act requires amendment (211).	Supported (paragraph 7).

CHAPTER XIV—EXTENSIONS OF THE PROPOSED LEGISLATION.

Kasaragod taluk of South Kanara district.

(1) The legislation applicable to North Malabar should be extended to the portion of Kasaragod taluk lying to the south of the Chandragiri river and to two villages north of the river (216 and 217).	Supported (paragraph 22).
(2) The rate of fair rent for fugitive cultivation on kumari lands should be 20 times the permanent assessment or Re. 1–4–0, Rs. 2–8–0 and Rs. 3–12–0 per acre (218).	Rate will be reported later on.

Recommendation of the Committee.	Remarks of the Special Officer.
Gudalur taluk of the Nilgiris district.	
(1) The Gudalur Compensation for Tenants' Improvements Act should be given retrospective effect to the extent of invalidating prior contracts affecting improvements made hereafter on holdings affected by the proposed legislation (221).	Supported (paragraphs 38 and 39).
(2) The legislation applicable to the Wynaad taluk should be extended to the Gudalur taluk but fixity of tenure should not be granted to tenants of commercial sites who are not entitled under their contracts to payment of the value of improvements (222).	Do.

20th May 1947.

N. RAGHAVENDRA RAO,
Special Officer.

APPENDIX I.

Serial number according to the statement.		Percentage of yield enjoyed by cultivating tenant.	
1	Palghat taluk	15	2 years old.
2	....	15	15 ,,
3	....	25	60 ,,
4	....	10	3 ,,
5	....	15	10 ,,
6	....	90	100 ,,
7	....	80	97 ,,
8	....	25	3 ,,
9	....	30	2 ,,
10	....	25	3 ,,
11	Ponnani	23	....
12	....	30	....
13	....	20	....
15	....	30	2 years old.
17	....	19	10 ,,
18	....	30	....
20	Walluvanad	25	....
21	....	35	....
28	Ernad	15	10 years old.
30	....	25	10 ,,
31, 32	....	35, 22½	15 ,,
33	....	15	5 ,,
34	....	30	5 ,,
35	....	25	8 ,,
38	....	20	6 ,,
40	....	40	One has held for thirty years and the other for four years.
41	....	45	10 years old.
42	....	20	15 ,,
43	Calicut	25	....
44	....	10	....
46	....	20	60 years old.
48	....	35	60 ,,
1	Kurumbranad	20	7 ,,
2	....	15	12 ,,
3	....	35	3 ,,
4	....	25	5 ,,
5	....	50	10 ,,
6	....	40	10 ,,
7	....	55	40 ,,
8	....	25	....
9	....	10	....
10	....	40	35 years old.
13	Kottayam	19	5 ,,
14	....	10	7 ,,
18	Chirakkal	30	20 ,,
19	....	30	40 ,,

APPENDIX II.

Rent per acre.

I. Palghat taluk.

(1) Kottakad amsam—
First crop lands—57 paras, 56, 52.
Second crop lands—73 paras, 59, 90, 49, 64, 86.

(2) Agathathara—
First crop lands—51 paras.
Second crop lands—78 paras, 55, 44, 65, 56, 83, 94, 79, 82, 67, 78, 53.

(3) Kattukannu—
First crop lands—39 paras.
Second crop lands—55 paras, 30, 55, 57, 63, 30.

(4) Pudupariyaram—
Second crop lands—68 paras, 93, 65, 80, 73.

I. Palghat taluk—cont.

(5) Kannadi—
First crop lands—62 paras, 68.
Second crop lands—64 paras, 81, 75, 76, 55, 94, 83.

(6) Pallanchathanur—
First crop lands—46 paras.
Second crop lands—79 paras, 82, 85, 114, 81.

(7) Piraviri—
Second crop lands—70 paras, 62, 116, 76, 103, 71, 45, 51.

(8) Kavalpad—
First crop lands—35 paras, 56.
Second crop lands—66 paras, 72, 61, 56, 100, 78, 71, 30.

(9) Muvdur—
Second crop lands—132 paras, 83, 87, 91, 100, 116, 123, 99.

(10) Pudusseri—
First crop lands—82 paras, 56.
Second crop lands—81 paras, 67, 89, 94.

II. Kurumbranad taluk.

(1) Tiruvengur amsam—
First crop lands—16 paras, 14, 25, 23, 23, 25, 12, 31, 16, 21, 21, 26, 17, 31, 16, 19, 32.
Second crop lands—35 paras, 35, 30, 22, 22, 15, 34, 32, 22, 32, 23, 21, 22.

(2) Chemanancheri amsam—
First crop lands—48 paras, 46, 22, 22, 24, 20, 14, 24, 20, 16, 17, 15, 32, 22, 31, 24, 30, 27, 38, 11, 25, 27, 23.
Second crop lands—10 paras, 28, 38, 14, 48, 22.

(3) Perambra amsam—
First crop lands—24 paras, 16, 17, 10, 5, 22, 18.

(4) Chengaroth amsam—
First crop lands—22 paras, 16, 16, 12, 7, 8, 14.

(5) Mutungal amsam—
First crop lands—25 paras, 29, 48, 13, 28, 44, 20, 40, 52, 46, 32, 28, 150, 52, 34, 124, 42, 220, 31, 172.
Second crop lands—48.

(6) Memunda amsam—
First crop lands—36 paras, 35, 93, 25, 63, 35, 32, 52, 26, 31.

(7) Puramori—
First crop lands—20 paras, 32, 32, 28, 28, 38.
Second crop lands—27 paras, 31, 76, 34.

(8) Palayad amsam—
First crop lands—7 paras, 12, 15, 23, 22, 8, 10, 50, 10, 14, 34, 50, 24, 95.
Second crop lands—43 paras, 24, 90, 45.

(9) Edacheri amsam—
First crop lands—27 paras, 25, 75, 16, 42, 32, 33, 18, 20, 34, 41, 63, 24, 27, 25, 22.
Second crop lands—56 paras, 19.

(10) Eramala amsam—
First crop lands—9 paras, 14, 44, 75, 33, 33, 13, 31, 45, 32, 37, 15, 49, 38, 22.

III. Calicut taluk.

(1) Kodavoor amsam—
First crop lands—31 paras, 19, 42, 13.
Second crop lands—51 paras, 48, 38, 45.

(2) Cheruvannur amsam—
First crop lands—42 paras, 30, 50, 48, 36, 52.
Second crop lands—28 paras, 39, 33, 51, 44, 27, 50, 37, 37, 29, 37, 48, 35, 50.

(3) Beypore amsam—
First crop lands—23 paras, 13, 38, 22, 10, 25, 28.
Second crop lands—23 paras, 30, 33, 20, 18, 13, 16, 9, 24, 15, 9, 24, 24.

(4) Edakat—
First crop lands—21 paras, 17, 11, 28, 46, 60, 23, 47, 19, 25, 20, 16.
Second crop lands—22 paras, 31, 24, 31.

(5) Elathur amsam—
First crop lands—20 paras, Rs. 24, Rs. 25, Rs. 30, Rs. 37, Rs. 11, Rs. 25.

(6) Thalakolathur—
Second crop lands—21 paras, 30, Rs. 9.

(7) Kunnamangalam—
Second crop lands—41 paras, 40, 41, 22, 42, 21, 15, 24, 58, 42, 69, 70, 22, 48, 14, 37, 48, 29, 42.

IV. Chirakkal taluk.

(1) Chirakkal—
First crop lands—42 paras, 32, 37, 30, 34, 47, 37, 43, 47, 25, 35, 44, 44, 50, 59, 35, 35, 43, 53, 43, 47, 65, 63, 34, 24, 50, 34.
Second crop lands—55 paras, 54, 77, 44, 28.

(2) Pappinisseri—
First crop lands—20 paras, 38, 31, 13, 27, 28, 39, 39, 17, 17, 39, 20, 22, 24, (27 and Rs. 12), 44, 49, 57, 38, 46, 40, Rs. 31, 21 paras, 13, 17.
Second crop lands—59 paras, 59, 59, 60, 57, 57.

(3) Cherukunnu—
First crop lands—30 paras, 63, 59, 55, 35, 64, 54, 52, 77, 54, 75, 43, 60, Rs. 25, Rs. 16, Rs. 16, 60 paras, 45, 71, 40, 67, 31, 32, 53, 44, 42, 66, 52.

(4) Valiyannur—
First crop lands—37 paras, 31, 31.
Second crop lands—25 paras, 46, 29, 28, 50, 41, 18, 37, 43, (27 paras and Rs. 8) Rs. 19, Rs. 8, (55 paras and Rs. 5), (56 paras and Rs. 5) 50 paras, 50, 57 (57 and Rs. 9), 45, 43, 28, 40, 24, 57, 41, 54.

V. Kottayam taluk.

(1) Kadirur—
First crop lands—30, paras, 59, 46.
Second crop lands—37 paras, 44, 75, 39, 11, 26, 48, 36, 46, 49, 49, 35, 19, 70, 50, 38, 38, 75, 72, 28, 19, 62, 46, 48, 56, 47, 34, 52, 46.

(2) Payassi—
First crop lands—21 paras, 45, 19, 20, 15 (12 paras and Rs. 3) 24.
Second crop lands—26 paras (20 paras and Rs. 8), (16 paras and Rs. 8), (40 paras and Rs. 7), (17 paras and Rs. 4), (25 paras, 13 (8 paras and Rs. 2) 30 paras and Rs. 10, 20 paras and Rs. 6, 33, 28, 39, 39, 38, (32 paras and Rs. 3), 21 paras and Rs. 3, 40 paras and Rs. 3, 35 paras and Rs. 4, 25 paras.

(3) Manantheri and Manathana—
First crop lands—53 paras, 57, 53, 51, 45, 50, 50, 75, 83, 41, 9, 35 (3 paras and Rs. 2) (21 paras and Re. 1) 13 paras, 25, paras, 30, 40, 27, 26, 30, 48, 38, 59, 29, 44, 5, 16, 18. 10 (6 paras and asst.).
Second crop lands—(36 paras and Rs. 4) 30, 58, 32, 52 (49 paras and Rs. 7) 53, 63, 52, 61, 43 (48 paras and Rs. 4).

(4) Dharmadam—
First crop lands—41 paras (16 paras and Rs. 34) (31 paras and Re. 1), 16 paras 25, 15, 27, 48, Rs. 46.
Second crop lands—35 paras, 42, 47, 49, 26 (72 paras and Rs. 3), 38, 72, 73.

(5) Pattiam—
First crop lands—36 paras, 64, 48, 93, 38, Rs. 300.
Second crop lands—75 paras, 60, 47, 38, 44, 71, 33, 64, 76, 61, 65, 36, 26, 22, 45, 47, 41, 32, 36, 32, 28, 39, 34, 31, 16.

(6) Manopram—
First crop lands—38 paras.
Second crop lands—61 paras, 13, 30, 38, 21, 41, 69, 56, 43 (13 paras plus Rs. 10), 36, 31, 20, 11, Re. 1, 38, 32, 38, 29, 24, 26, 34, 42, 23 (53 paras plus Rs. 25), 8, 18, 44, 26, 40.

(7) Panniyanur—
First crop lands—75 paras, 48, 30, 33, 54, 71.
Second crop lands—39 paras, 5, 44, 42, 24, (23 paras plus Rs. 10), 46, 65, 32, 34, 49, 60, 38, 80, 59, 35, 26, 24, 55, 8, 33, 27, 39, 26.

(8) Ponniam—
First crop lands—46 paras, 35, Rs. 13, Rs. 26, 41, 38, 29, 28, 48, 8, 51, 28, 47, 33, 70, 19, 33, 28, 43, 39, 42, 42, 23, 38, 42, 35, 48, 45.
Second crop lands—Rs. 33, 42 paras, 51.

(9) Payam—
First crop lands—4 paras, 6, 24, 21, 15, 20, 13, 16, 17, 13, 9, 6, 10, 16, 18, 37, 17, 27, 15, 34, 6, 29, 25, 19.
Second crop lands—7 paras, 19, 10, 19.

VI. Ernad taluk.

(1) Nediyirippu amsam—
First crop lands—58 paras, 8, 14.
Second crop lands—129 paras, 72, 110, 40, 69, 112, 119, 61, 102, 82, 61, 65, 72, 77, 88, 132, 56, 55, 72, 82, 75, 96, 60, 77.

(2) Karuvambram amsam—
First crop lands—63 paras, 75, 65, 68, 63, 66, 51, 70, 42.
Second crop lands—101 paras, 91, 34, 90, 103, 143, 51, 48, 93, 87.

VI. Ernad taluk—cont.

(3) Ponmala amsam—
First crop lands—30 paras, 38, 43, 45.
Second crop lands—65 paras, 93, 146, 80, 87, 91, 98, 100, 127, 99, 97, 112, 128, 112, 101, 119, 129, 114, 76, 161, 161.

(4) Cherukavu amsam—
Second crop lands—32 paras, 59, 52, 93, 63, 75, 100, 25, 41, 43, 46, 75, 79, 67, 22, 26, 36, 38, 45, 35, 80, 36, 38.

(5) Tirukalangode amsam—
First crop lands—46 paras, 25, 45, 34, 13, 10.
Second crop lands—122 paras, 102, 78, 39, 111, 120, 39, 83, 80, 93, 71, 100, 71, 94, 108, 121, 115, 88, 98, 99.

(6) Velipram amsam—
First crop lands—28 paras, 33, 19, 20, 76 (7 paras and Rs. 11), 34 paras, 22, 21, 21, 21.
Second crop lands—36 paras, 27, 41, 12, 22, 29, 35, 33, 52, 54, 55, 38 (9 paras and Rs. 5).

VII. Ponnani taluk.

(1) Mangalam—
First crop lands—Rs. 28, 7 paras, Rs. 36, Rs. 20, Rs. 27.

(2) Manthala—
First crop lands—55 paras, 46, 55, 51, 44.
Second crop lands—36 paras, 64, 102, 34 (23 paras plus Rs. 8), 10, 35, 36, 36, 30, 32, 38.

(3) Trikandiyur—
First crop lands—71 paras, 18, 63, 27, 29.

(4) Choughat—
First crop lands—42 paras, 39, 49, 41, 44, 40, 47, 43.
Second crop lands—157 paras (28 paras plus Rs. 4), 43, Rs. 50, 24 paras, 25 paras, 48, 30.

(5) Kuttippala—
First crop lands—48 paras.
Second crop lands—27 paras, 43, 40, 78, 56, 59, 35, 42, 45, 61, 62, 75, 66, 85, 80, 77, 47, 67, 51, 76, 67, 62, 78, 77, 90, 18, 60.

(6) Cheriamundam—
First crop lands—56 paras, 26 paras, 43.
Second crop lands—18 paras, 60, 60.

(7) Kadavanad—
First crop lands—38 paras, 36.
Second crop lands—33 paras, 41, 33, 18, 30, 33, 36, 21, 31, 21, 38, 45 (12 paras plus Rs. 4), 37, 53 (31 paras plus Rs. 3), 16, 29, 54, 32, 40.

VIII. Walluvanad taluk.

(1) Elankulam—
Second crop lands—139 paras, 120, 132, 84, 147, 90, 117, 161, 126, 134, 92, 103, 99, 57.

(2) Thenkara—
First crop lands—51 paras (48 paras plus 0–4–0) 51, 76.
Second crop lands—83 paras, 138, 83, 118, 117, 48, 81, 81, 42, 155.

(3) Chunangad—
Second crop lands—175 paras, 152, 54, 106, 125, 70, 94, 159, 147, 128, 88.

(4) Ottappalam—
Second crop lands—65 paras, 91, 125, 129, 116, 143, 104, 102, 136, 194, 96.

(5) Palapram—
Second crop lands—104 paras, 50, 57, 88, 55, 66, 68, 95, 107, 119.

(6) Angatipuram—
First crop lands—60 paras, 81, 59, 53, 33.
Second crop lands—138 paras, 107, 82, 177, 126, 101, 49, 51, 107, 55.

(7) Pathakara—
First crop lands—74 paras, 19.
Second crop lands—153 paras, 86, 149, 96, 109, 77, 47, 84, 69, 115.

(8) Thachampara—
First crop lands—66 paras.
Second crop lands—93 paras, 65, 157, 140, 67, 54, 70, 125, 75, 85, 66, 60, 85.

(9) Cherpulchery—
First crop lands—58 paras.
Second crop lands—143 paras, 77 paras, 127, 127, 174, 114, 105, 111, 109, 88, 112, 111, 116.

(10) Moothedathmatamba—
Second crop lands—127 paras, 114, 81, 49, 76, 104, 122, 136, 82, 131, 111, 132, 125, 156, 87.

APPENDIX III.

NUMBER OF SUITS UNDER MALABAR TENANCY ACT.

Nature of suits and application.	Fasli 1350 (1940–41).		Fasli 1351 (1941–42).		Fasli 1355 (1945–46).	
	North Malabar.	South Malabar.	North Malabar.	South Malabar.	North Malabar.	South Malabar.
Suits.						
Redemption of kanam, etc.	222	594	273	805	1,594	1,910
Eviction of tenant	448	802	564	999	1,410	1,506
Summary suit for rent ..	9	..	17	..	38	..
For sale under section 41 ..	2,779	92	3,192	228	2,037	690
For sale of improvement right.	..	72	..	91	..	..
Applications.						
Section 11 (fixing fair rent).	3	3	2	2	7	9
Section 15	..	..	..	..	..	148
Sections 17 and 18 ..	..	..	..	..	65	..
Sections 17, 18 and 22 (renewal).	26	33	32	35	..	..
Section 20 (eviction) ..	..	1	..	..	..	..
Section 22 (1)—Renewal kanamdar and customary verumpattamdar.	30	93	34	117	..	..
Sections 22 (1) and 23 (b)—Application for eviction when tenant applies for renewal.	24	48	8	51	..	..
Sections 22 and 23—Application for renewal when landlord applies for renewal.	..	29	..	56	1,079	211
Section 22	..	..	..	..	..	384
Section 23	..	..	..	..	..	223
Sections 17 and 22	..	..	..	..	..	31
Section 33—Purchase of kudiyiruppu.	13	25	3	38	..	181
Sections 33 and 34 ..	..	..	..	..	312	5
Sections 33 and 40 ..	..	..	..	..	..	82
Section 40—Renewal by tenant when melcharthdar tries to evict.	..	1	..	4	..	..

APPENDIX IV.

STATEMENT SHOWING THE PARTICULARS OF KANAM RENT, RENEWAL FEE, ETC., RELATING TO KANAMDARS WHO CULTIVATE THEIR LANDS.

(Cultivating kanamdars).

Serial number and name of village. (1)	Number of leases examined. (2)	Wet. (3)	Garden. (4)	Dry. (5)	Rate of assessment. (6)	Kanam amount. (7)	Renewal fee. (8)	Michavaram paid. (9)	Remarks. (10)
					Ernad Taluk.				
		ACS.	ACS.	ACS.	RS. A. P.	RS. A. P.	RS. A. P.		
1 Charukavu amsam	12	10·01	8·77	..	1 3 0 to 8 15 0	239 13 0	118 0 0	138 paras + Rs. 43–15–0.	Nine cases not renewed.
					Average ..	13 0 0	37 8 0	7 paras + Rs. 2–6–0.	
2 Trikalangode amsam	7	12·73	5·90	6·72	0 13 0 to 8 15 0	668 8 0	472 0 0	233 paras + Rs. 48.	Two cases not renewed.
					Average ..	27 0 0	20 0 0	9 paras + Rs. 2.	
3 Ponmala amsam	12	12·85	2·49	..	1 1 0 to 8 15 0	425 0 0	455 0 0	234½ paras + Rs. 12–12–0.	Four cases not renewed.
					Average ..	28 0 0	30 0 0	15 paras + As. 13.	
4 Mellathur amsam	11	1·58	9·31	10·53	1 3 0 to 8 15 0	340 11 0	225 0 0	27 paras + Rs. 78–14–0.	Four cases not renewed.
					Average ..	16 0 0	16 0 0	1 para + Rs. 5–8–0.	
5 Nedujiruppu amsam	6	5·80	..	..	2 12 0 to 8 15 0	238 8 0	152 0 0	98 paras.	
					Average ..	41 3 0	25 5 0	16 paras.	
6 Velipram amsam	13	2·90	7·98	..	0 11 0 to 6 10 0	366 4 0	80 0 0	57 paras + Rs. 76–15–0.	Ten cases not renewed.
					Average ..	126 3 0	24 10 0	19 paras + Rs. 26–14–0.	
7 Karuvambram amsam	13	9·77	2·39	9·21	1 6 0 to 6 10 0	860 14 0	186 0 0	139 paras + Rs. 9–12–0.	Three cases not renewed.
					Average ..	88 2 0	10 3 0	1¼ paras + Re. 1.	
					Calicut Taluk.				
1 [illegible] amsam	2	4·73	0·91	..	..	275 0 0	75 0 0	6 paras + Rs. 25.	One case not renewed.
					Average ..	48 12 0	51 0 0	1 para + Rs. 4-6-0.	
2 [illegible] amsam	5	3·79	0·90	..	..	152 8 0	20 4 0	Rs. 20–4–0 + 71½ paras.	Three cases not renewed.
					Average ..	32 8 0	12 9 0	Rs. 4–5–0 + 15 paras.	
3 Kunnamangalam amsam ..	2	1·64	..	..	..	31 4 0	31 8 0	33¾ paras + Rs. 6–8–0.	
					Average ..	19 0 0	19 3 0	20½ paras + Rs. 3–15–0.	
					Ponnani Taluk.				
1 Tirukandiyur amsam	10	4·29	7·11	..	..	1,119 8 0	130 0 0	53 paras + Rs. 73–6–0.	Six cases not renewed.
					Average ..	97 6 0	43 0 0	5 paras + Rs. 6–6–0.	
2 Manathala amsam	14	2·09	9·26	7·74	..	400 10 0	227 7 0	43 paras + Rs. 101–8–0.	Six cases not renewed.
					Average ..	20 10 0	26 12 0	2 paras + Rs. 8–5–0.	
3 Cheriamundam	12	3·63	12·77	0·88	..	451 0 0	391 9 0	62 paras + Rs. 83–4–0.	One case not renewed.
					Average ..	26 0 0	26 9 0	4 paras.	
4 Kadavanad amsam	10	10·95	4·95	..	..	575 7 0	189 6 0	130 paras + Rs. 26.	Four cases not renewed.
					Average ..	36 3 0	17 9 0	8 paras + Rs. 1–10–0.	
5 Mangalam amsam	13	..	13·50	..	..	452 12 0	186 0 0	Rs. 52–4–0.	Seven cases not renewed.
					Average ..	33 14 0	33 5 0	Rs. 3–10 0.	
6 Chowghat amsam	13	3·29	18·73	..	..	588 8 0	396 7 0	45 paras + Rs. 67–12–0.	Three cases not renewed.
					Average ..	26 11 0	23 5 0	2 paras + Rs. 3–1–0.	
7 Kuttipalla amsam	13	2·17	11·38	3·30	..	503 0 0	35 0 0	37 paras + Rs. 66–5–0.	Nine cases not renewed.
					Average ..	29 11 0	2 1 0	2 paras + Rs. 4–3–0.	

Serial number and name of village. (1)	Number of leases examined. (2)	Wet. (3)	Garden. (4)	Dry. (5)	Rate of assessment. (6)	Kanam amount. (7)	Renewal fee. (8)	Michavaram paid. (9)	Remarks. (10)
		ACS.	ACS.	ACS.		RS. A. P.	RS. A. P.	RS. A. P.	
Ernad Taluk.									
1 Manjeri ..	9	3·21	9·29	3·85	..	81 3 0	158 0 0	72 paras + Rs. 9–3–0.	
					Average ..	5 0 0	9 11 0	4 paras + As. 9.	
2 Nerukara ..	19	10·72	6·46	31·34	..	535 5 0	269 6 0	212 paras + Rs. 7–6–0.	Nine cases not renewed.
					Average ..	11 0 0	10 12 0	4 paras + As. 2.	
3 Payyanad amsam	2	0·59	1·30	3·02	..	10 8 0	20 0 0	Rs. 2.	Two cases not renewed.
					Average ..	2 2 0	4 1 0	As. 7.	
4 Irunbuzhi amsam	17	6·30	23·13	18·73	..	418 12 0	547 12 0	130 paras + Rs. 9–10–0.	Two cases not renewed.
					Average ..	8 11 0	11 10 0	3 paras + As. 3.	
Kurumbranad Taluk.									
1 Erambala amsam	7	14·95	4·23	..	..	490 0 0	125 0 0	133 paras + Rs. 30–12–0.	Five cases not renewed.
					Average ..	25 8 0	25 0 0	7 paras + Rs. 1–9–0.	
2 Edacheri	4	5·19	3·39	..	..	631 14 0	30 0 0	....	Three cases not renewed.
					Average ..	73 7 0	12 0 0	....	
3 Merumala amsam	6	..	8·17	..	..	1,305 0 0	107 14 0	141 0 0	Four cases not renewed.
					Average ..	159 6 0	41 2 0	17 3 0	
4 Muthungal amsam	1	1·28	..	..	..	100 0 0	24 0 0	18 0 0	
					Average ..	78 2 0	18 12 0	14 1 0	
5 Purameri	1	0·50	..	..	..	100 0 0	....	2 0 0	One case not renewed.
					Average ..	200 0 0	....	4 0 0	

Serial number and name of village. (1)	Number of leases examined. (2)	Wet. (3)	Garden. (4)	Dry. (5)	Rate of assessment. (6)	Kanam amount. (7)	Renewal fee. (8)	Michavaram paid. (9)	Remarks. (10)
Walluvanad Taluk.									
1 Ottuppalam amsam	22	43·88	20·26	22·40	..	37 paras + Rs. 932.	1,713 0 0	516 paras + Rs. 38.	Five cases not renewed.
					Average ..	10 6 0	26 5 0	6 paras + Re. 0–7–0.	
2 Chunmugal Desam	12	18·32	5·85	43·74	..	340 0 0	1,197 0 0	224 paras + Rs. 31–2–0.	Two cases not renewed.
					Average ..	5 3 0	17 11 0	3¼ paras + Re. 0–8–0.	
3 Patapram	8	27·52	..	3·65	..	886 11 0	646 1 0	428 paras +	Two cases not renewed.
					Average ..	28 2 0	21 14 0	13 paras.	
4 Pathakam	15	28·09	2·14	9·65	..	1,061 0 0	690 13 0	375¾ paras + Rs. 12–11–0.	Three cases not renewed.
					Average ..	26 9 0	22 15 0	9 paras + Re. 0–6–0.	
5 Angatipram	25	41·72	2·11	66·21	..	1,557 0 0	1,668 8 0	478¾ paras + Rs. 50–11–0.	Nine cases not renewed.
					Average ..	14 1 0	27 10 0	4¼ paras + Re. 0–8–0.	
6 Elankulam	12	33·21	2·44	62·02	..	1,497 0 0	1261 0 0	536 paras + Rs. 11–6–0.	Seven cases not renewed.
					Average ..	15 1 0	55 3 0	5¼ paras + Re. 0–2–0.	
7 Thenkara ..	7	58·34	..	28·02	..	733 5 0	305 12 0	1,026¾ paras + Rs. 12–13–0.	Five cases not renewed.
					Average ..	8 14 0	7 13 0	11½ paras + Re. 0–3–0.	
8 Thachampara	7	19·94	24·04	20·11	..	638 8 0	298 8 0	538 paras + Rs. 44–4–0.	Four cases not renewed.
					Average ..	9 14 0	17 11 0	8 paras + Re. 0–11–0.	
9 Cherupulacheri	15	20·03	6·77	14·75	..	416 8 0	537 2 0	198¾ paras + Rs. 12–8–0.	Three cases not renewed.
					Average ..	8 14 0	12 0 0	4 paras + Re. 0–4–0.	
10 Muthetathnatampa	11	62·51	14·13	51·80	..	2,207 0 0	2,548 15 0	994 paras + Rs. 62–10–0.	
					Average ..	17 3 0	26 9 0	7½ paras + Re. 0–8–0.	

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Serial number and name of village. (1)	Number of cases examined. (2)	Wet. (3)	Garden. (4)	Dry. (5)	Rate of assessment. (6)	Kanam amount. (7)	Renewal fee. (8)	Rent received from verumpattamdar. (9)	Michavaram paid. (10)	Remarks. (11)
	ACS.	ACS.	ACS.			RS.	RS.		RS.	
Kottayam Taluk.										
1 Menapram	10	32·31	..	..	..	6,913 0 0	75 0 0		62 0 0	Eight cases not renewed.
					Average ..	213 15 0	30 2 0		1 15 0	
2 Pattiam amsam	4	2·65	..	..	..	1,325 0 0	....	18 paras + Rs. 20.		
					Average ..	500 0 0	....	15 paras + Rs. 27.		
3 Panniyanur amsam	6	7·04	..	..	..	1,355 0 0	40 0 0		18 4 0	Five cases not renewed.
					Average ..	192 8 0	30 9 0		3 0 0	
4 Manantheri amsam	2	3·10	..	..	..	2,350 0 0	....	....		Renewal fee not paid in all the cases.
					Average ..	758 0 0	....	....		
5 Kadirur amsam	3	3·98	..	..	..	1,200 0 0	....	....		Three cases not renewed.
					Average ..	301 8 0	....	....		
Chirakkal Taluk.										
1 Cherukkunnu amsam	2	1·78	..	..	..	1,321 0 0	....	32 paras + Rs. 3–12–0.		
					Average ..	742 2 0	....	18 paras + Rs. 2–2–0.		
2 Pappinesseri amsam	2	1·85	0·09	..	..	1,912 0 0	....	....		
					Average ..	985 9 0	....	....		
Palghat Taluk.										
1 Kizhakkathara	2	4·06	..	..	..	528 9 0	....	28 paras + Rs. 3.		Two cases not renewed.
					Average ..	131 4 0	....	7 paras + Re. 0–12–0.		
2 Pallanchathanur	3	6·10	..	..	..	279 6 0	44 11 0	67 paras + Rs. 6–10–0.		
					Average ..	45 4 0	7 5 0	11 paras + Rs. 1–1–0.		
3 Pirayeri	4	21·80	..	..	..	2,143 10 0	455 0 0	103 paras + Re. 1.		Two cases not renewed.
					Average ..	98 5 0	33 2 0	8½ paras + Re. 0–1–0.		
4 Karrady	7	22·53	..	..	..	1,960 0 0	240 0 0	304 paras + Rs. 1–12–0.		Three cases not renewed.
					Average ..	87 0 0	19 12 0	14 paras + Re. 0–1–0.		
5 Karalpad	3	19·89	..	..	..	1,717 14 0	130 0 0	43½ paras + Re. 1–7–0.		One case not renewed.
					Average ..	86 5 0	10 8 0	2 paras + Re. 0–1–0.		
6 Mundur	7	13·48	0·10	11·91	..	1,168 2 0	920 12 0	153 paras + Rs. 6–4–0.		
					Average ..	45 13 0	36 1 0	6 paras + Re. 0–4–0.		
7 Pudusethi	7	12·68	..	..	..	1,621 8 0	112 8 0	112 paras + Rs. 9–8–0.		
					Average ..	128 0 0	60 0 0	9 paras + Re. 0–12–0.		

STATEMENT SHOWING THE PARTICULARS OF KANAM RENT, RENEWAL FEE, ETC., RELATING TO "NON-CULTIVATING" KANAMDARS.

(Non-cultivating Kanamdars.)

Serial number and name of village. (1)	Number of cases examined. (2)	Wet. (3) ACS.	Garden. (4) ACS.	Dry. (5) ACS.	Rate of assessment. (6) RS.	Kanam amount. (7) RS.	Renewal fee. (8) RS.	Rent received from verumpattamdar. (9)	Michavaram paid. (10)	Remarks. (11)
Ernad Taluk.										
1 Cherukavu amsam ..	4	15·78	..	..	4 7 0	267 12 0	400 0 0	499 paras	131 paras	1 case not renewed.
					Average ..	17 0 0	27 0 0	32 paras.	8 paras.	
2 Trikalangode amsam ..	4	9·99	5·72	11·92	2 10 0	280 14 0	415 0 0	410 paras + Rs. 73.	142 paras + Rs. 25.	
					Average ..	10 0 0	15 0 0	15 paras + Rs. 2–8–0	5 paras + Re. 1.	
3 Ponmala amsam ..	3	7·32	4·01	..	2 5 0	291 0 0	290 0 0	328 paras + Rs. 25–8–0.	95½ paras + Rs. 12–8–0.	
					Average ..	26 0 0	26 0 0	29 paras + Rs. 2–3–0.	8 paras + Re. 1.	
4 Mattathur amsam ..	Out of 11 cases examined there is not a single case of non-cultivating kanamdar.									
5 Nedujirippu amsam ..	10	16·65	..	..	2 2 0	771 4 0	313 0 0	1,380 paras.	263 paras.	2 cases not renewed.
					Average ..	46 5 0	22 14 0	82 paras.	15 paras.	
6 Velipram amsam ..	4	12·87	1·25	..	1 8 0	265 0 0	90 0 0	353 paras + Rs. 22.	88 paras + Rs. 9–7–0.	
					Average ..	20 9 0	22 8 0	27 paras + Re. 0–11–0.	6 paras + Re. 0–12–0.	
7 Karuvambram amsam ..	3	8·02	..	..	6 10 0	821 11 0	225 0 0	460 paras.	124 paras.	
					Average ..	102 8 0	28 10 0	57 paras.	15 paras.	
Calicut Taluk.										
1 Elathur amsam ..	2	3·48	1·25	..	4 9 0 to 10 8 0	40 13 0	30 0 0	67 0 0	30 paras + Rs. 26.	One case not renewed.
					Average ..	8 10 0	15 15 0	14 3 0	6 paras + Rs. 5–8–0.	
2 Edakat amsam ..	2	..	2·53	..	4 0 0 to 4 12 0	285 0 0	20 0 0	40 8 0	11 0 0	One case not renewed.
					Average ..	112 10 0	13 9 0	16 0 0	4 5 0	
3 Kunnamangalam amsam.	2	12·04	..	..	4 6 0 to 4 12 0	1,900 0 0	102 8 0	700 paras.	237 paras.	
					Average ..	155 3 0	8 6 0	57 paras.	19¼ paras.	

Serial number and name of village. (1)	Number of cases examined. (2)	Wet. (3) ACS.	Garden. (4) ACS.	Dry. (5) ACS.	Rate of assessment. (6) RS.	Kanam amount. (7) RS.	Renewal fee. (8) RS.	Rent received from verumpattamdar. (9)	Michavaram paid. (10)	Remarks. (11)
Ponnani Taluk.										
1 Tirukandiyur amsam ..	5	8·48	0·47	..	0 11 0 to 4 15 0	727 8 0	175 0 0	643 paras + Rs. 17–0–0.	187 paras + Rs. 1–8–0	Three cases not renewed.
					Average ..	81 0 0	44 0 0	71 paras + Rs. 2–0–0.	21 paras + As. 3.	
2 Manathala amsam ..	1	1·03	..	..	2 5 0	143 12 0	50 0 0	80 paras ..	19 paras ..	
					Average ..	139 8 0	48 7 0	78 paras ..	18 paras ..	
3 Cherismundam	3	3·29	..	..	3 5 0 to 7 2 0	84 0 0	120 0 0	21 paras ..	67 paras ..	One case not renewed.
					Average ..	25 9 0	58 0 0	6 paras ..	20 paras ..	
4 Kadavanad amsam ..	1	1·29	..	..	5 12 0	29 6 0	..	50 paras ..	13 paras ..	One case not renewed.
					Average ..	22 7 0	..	38 paras ..	10 paras ..	
5 Mangalam amsam ..	2	1·50	0·98	..	7 5 0	128 9 0	50 0 0	50 paras + Rs. 8–8–0.	13 paras + As. 12.	
					Average ..	51 9 0	20 5 0	20 paras + Rs. 3–10–4.	5 paras + As. 5.	
6 Chowghat amsam	2	3·29	..	..	2 1 0 to 3 12 0	61 0 0	22 0 0	153 paras ..	45 paras ..	
					Average ..	18 12 0	6 4 0	46 paras ..	14 paras ..	
7 Kuttippala amsam ..	1	1·46	..	..	10 14 0	78 9 0	..	70 paras ..	21 paras ..	One case not renewed.
					Average ..	53 10 0	..	47 paras ..	14 paras ..	
Ernad Taluk.										
1 Manjeri	4	6·16	..	..	..	263 0 0	290 0 0	250 paras + Rs. 115–0–0.	127 paras + Re. 1–2–0.	
					Average ..	42 11 0	47 1 0	53 paras + Rs. 80–7–0.	21 paras + As. 3.	
2 Payyanad amsam ..	8	6·21	2·61	10·00	..	255 2 0	233 13 0	494 5 0	89 paras ..	
					Average ..	13 9 0	12 8 0	26 1 0	5 paras ..	
3 Irumbuzhi	3	7·63	3·98	26·82	..	250 12 0	424 9 0	150 paras + Rs. 100–0–0.	112 paras + Rs. 2–8–0.	
					Average ..	6 8 0	11 1 0	4 paras + Rs. 72–0–0.	3 paras + anna 1.	

Serial number and name of village. (1)	Number of cases examined. (2)	Wet. (3)	Garden. (4)	Dry. (5)	Rate of assessment. (6)	Kanam amount. (7)	Renewal fee. (8)	Rent received from verumpattamdar. (9)	Michavaram paid. (10)	Remarks. (11)
					Kurumbranad Taluk.					
1 Erambala amsam	2	8·41	..	..	..	725 0 0	50 0 0	95 paras ..	20 paras ..	One case not renewed.
					Average ..	86 7 0	10 0 0	11 paras ..	2 paras ..	
2 Edacheri	2	16·62	29·72	..	..	10,700 0 0	1,000 0 0	342½ paras + Rs. 503–8–0.	4 0 0	One case not renewed.
					Average ..	..	230 13 0	30 5 0	7½ paras + Rs. 10–7–0.	0 1 0
3 Palayad amsam	5	1·23	36·29	..	..	3,465 0 0	260 0 0	474 8 0	31 0 0	Two cases not renewed.
					Average ..	92 3 0	9 6 0	12 8 0	0 13 0	
4 Muthungal amsam ..	1	..	3·56	..	..	900 0 0	15 0 0	85 0 0	..	
					Average ..	252 10 0	4 3 0	23 7 0	..	
5 Purameri	3	18·03	..	..	..	4,450 0 0	..	275½ paras.	..	Three cases not renewed.
					Average ..	246 6 0	..	15 paras.	..	
					Walluvanad Taluk.					
1 Ottappalam amsam ..	7	18·02	0·45	10·60	..	330 1 0	582 13 0	1,107 paras ..	211 paras + Rs. 2–14–0.	
					Average ..	21 5 0	37 14 0	72½ paras ..	13 paras + As. 3.	
2 Chunangad desam	3	61·77	38·51	77·72	..	844 13 0	1,623 10 0	110 paras + Rs. 2,979–0–0.	225 paras + Rs. 23–8–0.	
					Average ..	30 11 0	50 8 0	9 paras + Rs. 17–15–0.	11 paras + Re. 1–1–0.	
3 Palapuram	12	48·68	..	58·61	..	1,266 15 0	1,811 0 0	328 paras ..	940 paras + Rs. 98–3–0.	
					Average ..	11 13 0	20 0 0	30 paras ..	7 paras + As. 15.	
4 Pathakara	5	16·71	2·44	5·99	..	1,335 11 0	614 11 0	1,179¼ paras ..	1,156 paras + Rs. 2–7–0.	
					Average ..	53 2 0	27 13 0	68 paras ..	46 paras + As. 2.	
5 Angatipram	12	45·39	6·55	10·44	..	3,417 7 0	2,405 0 0	3,028½ paras ..	1,030 paras + Rs. 6–9–0.	
					Average ..	54 6 0	0 9 0	48 paras ..	1 para + As. 2.	

Serial number and name of village. (1)	Number of cases examined. (2)	Wet. (3)	Garden. (4)	Dry. (5)	Rate of assessment. (6)	Kanam amount. (7)	Renewal fee. (8)	Rent received from verumpattamdar. (9)	Michavaram paid. (10)	Remarks. (11)
6 Elankulam	17	31·61	1·35	15·60	..	1,719 12 0	1,491 4 0	2,452 paras + Re. 1–0–0.	514 paras + Rs. 14–4–0.	Six cases not renewed.
					Average ..	285 14 0	38 9 0	52 paras + Re. 1–0–0.	11 paras + As. 5.	
7 Thenkara	11	92·33	..	68·88	..	456 5 0	654 5 0	4,737 paras.	601 paras + Rs. 4–0–0.	
					Average ..	20 4 0	5 5 0	29 paras.	4 paras.	
8 Thachampara	7	28·71	1·88	88·34	..	1,172 0 0	1,833 12 0	2,822 paras + As. 13.	667 paras + Rs. 27–14–0.	Two cases not renewed.
					Average ..	9 14 0	27 4 0	24 paras	6 paras + As. 4.	
9 Cherpulchery amsam ..	13	68·20	5·19	37·47	..	2,367 10 0 + 250 paras.	1,962 13 0	4,288 paras ..	714 paras + Rs. 12–10–0.	
					Average ..	21 6 0 + 44 paras.	19 13 0	39 paras ..	6 paras + As. 2.	
					Chirakkal Taluk.					
1 Veliyanur	3	4·98	..	..	..	3,050 0 0	300 0 0	189 paras + Rs. 25–8–0.	..	
					Average ..	612 7 0	119 8 0	38 paras + Rs. 5.	..	
2 Pappinesseri amsam ..	1	3·30	..	..	..	1,900 0 0	500 0 0	188 paras ..	..	
					Average ..	575 12 0	151 8 0	57 paras ..	..	
3 Chirakkal amsam	3	13·50	..	..	..	8,809 0 0	750 0 0	590 paras ..	..	
					Average ..	652 8 0	55 9 0	44 paras ..	..	
					Palghat Taluk.					
1 Kottekad	3	37·64	..	..	..	1,114 4 0	5,000 0 0	445 paras ..	21½ paras of paddy and 1 para rice + Rs. 5–4–0.	
					Average ..	29 10 0	14 0 0	61 paras ..	1 para + As. 2.	
2 Thenari	1	4·00	..	..	..	300 0 0	..	540 paras ..	36 paras.	
					Average ..	75 0 0	..	135 paras ..	9 paras.	
3 Agathethara	1	29·75	..	..	..	5,529 13 0	2,000 0 0	1,450 paras ..	325 paras.	
					Average ..	185 0 0	67 0 0	49 paras ..	11 paras.	
4 Pelpulli	1	3·00	..	..	..	629 0 0	..	333 paras ..	25 paras ..	Not renewed.
					Average ..	209 11 0	..	111 paras ..	8 paras.	
5 Puduppariyaram	1	3·89	..	..	..	400 0 0	..	421¼ paras ..	60¾ paras + Re. 1–0–0.	Do.
					Average ..	102 13 0	..	108 paras ..	16 paras + As. 4.	

Serial number and name of village. (1)	Number of cases examined. (2)	Wet. (3)	Garden. (4)	Dry. (5)	Rate of assessment. (6)	Kanam amount. (7)	Renewal fee. (8)	Rent received from verumpattamdar. (9)	Michavaram paid. (10)	Remarks. (11)
					Palghat Taluk—cont.					
6 Karrady	3	12·98	..	..	..	110 12 0	150 0 0	770 paras ..	359 paras ..	Two cases not renewed.
					Average ..	85 8 0	14 0 0	59 paras ..	28 paras.	
7 Pallanchathanoor ..	5	37·90	..	..	..	1,636 13 0	481 9 0	2,245 paras ..	578 paras + Rs. 25–8–0.	
					Average ..	43 14 0	12 0 0	60 paras ..	15 paras.	
8 Pirayeri	4	21·56	..	..	..	2,329 11 0	486 8 0	826 paras ..	135 paras + Rs. 7–14–0.	
					Average ..	108 0 0	24 7 0	43 paras ..	6 paras + As. 6.	
9 Kavalpad	2	5·33	..	..	..	349 9 0	135 0 0	150 paras ..	6 paras.	
					Average ..	65 8 0	25 5 0	28 paras ..	1 para + As. 3.	
10 Mundur amsam	3	9·51	22·88	95·95	..	3,108 0 0	2,110 13 0	1,861 paras ..	224 paras + Rs. 10–14–0.	
					Average ..	24 3 0	16 7 0	15 paras ..	2 paras + Anna. 1.	
11 Pudusseri	1	0·89	..	..	..	117 0 0	25 0 0	47½ paras ..	2 paras + As. 8.	
					Average ..	131 8 0	28 0 0	54 paras ..	3 paras + As. 9.	
					Kottayam Taluk.					
1 Pattiam amsam	4	6·41	..	..	..	5,520 0 0	..	267 paras ..	2 paras.	
					Average ..	861 0 0	..	42 paras ..	½ paras.	
2 Darmadam amsam ..	5	8·97	..	..	..	7,260 0 0	..	230 8 0 + 165 paras.	..	
					Average ..	809 0 0	..	44 paras + Rs. 43–13–0.	..	
3 Payam amsam	2	28·00	..	..	..	5,900 0 0	..	568 paras ..	..	
					Average ..	210 11 0	..	20 paras ..	..	
4 Panniam amsam	2	3·92	..	..	..	3,500 0 0	..	169 paras ..	9 0 0	
					Average ..	892 14 0	..	43 paras ..	2 4 0	
5 Panniyanur amsam ..	1	4·38	..	..	..	1,762 0 0	..	180 paras ..	1 0 0	One case not renewed.
					Average ..	420 5 0	..	41 paras ..	0 4 0	

6 Manathana amsam ..	1	28·02	..	..	..	2,50[illegible] 0	..	470 paras.	240 paras.	
					Average ..	8[illegible] 4 0	..	17 paras.	9 paras.	
7 Manantheri amsam ..	4	10·39	..	..	..	8,400 0 0	..	506 paras. Rs. 3–0–0.	..	Renewal fee not paid in all cases.
					Average ..	808 8 0	..	49 paras + As. 0–4–0.	..	
8 Payassi amsam	3	8·08	3·35	..	..	3,950 0 0	..	316 paras + Rs. 10–0–0.	..	Three cases not renewed.
					Average ..	345 9 0	..	39 paras + Rs. 3–0–0.	..	
9 Kadirur amsam	1	..	0·90	..	..	300 0 0	..	22 0 0	..	One case not renewed.
					Average ..	333 0 0	..	24 7 0	..	

APPENDIX V.

PARTICULARS OF KUZHIKANAMDARS.

Serial number. (1)	Extent. (2)	Assessment. (3)	Approximate gross yield. (4)	* Number of intermediaries. (5)	For how long he has the lease. (6)	Total rent. (7)	Particulars of renewal fees and year of renewal. (8)	Value of improvements due in each and remarks. (9)
						KURUMBRANAD TALUK.		
						(1) *Meppayur.*		
	ACS.	RS. A. P.	RS. A. P.			RS. A. P.	RS. A. P.	RS. A. P.
1	1·50	1 13 0	..	1	..	....	....	Janmi.
				2	..	7 13 0	....	500 0 0
				3	..	15 12 0	35 0 0	900 0 0
			150 0 0	4	..	33 12 0	50 0 0	150 0 0 Cultivating tenant.
2	1·45	1 12 0	..	1	..	....	....	Janmi.
				2	..	7 4 0	25 0 0	....
				3	..	8 4 0	50 0 0	....
			250 0 0	4	..	27 4 0	50 0 0	1,200 0 0
3	1·50	1 13 0	..	1	..	....	....	Janmi.
				2	..	7 4 0	25 0 0	....
			200 0 0	3	..	13 4 0	50 0 0	900 0 0

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5 = Janmi, three intermediaries and one cultivating tenant.

Serial number	Extent.	Assessment.	Approximate gross yield.	* Number of intermediaries.	For how long he has the lease.	Total rent.	Particulars of renewal fees and year of renewal.	Value of improvements due in each and remarks.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	ACS.	RS. A. P.	RS. A. P.			RS. A. P.	RS. A. P.	RS. A. P.
						(2) *Menhaniyam.*		
4	3·67	4 6 0	..	1	..	....	....	Janmi.
				2	..	4 14 0	25 0 0	700 0 0
				3	..	14 0 0	40 0 0	1,000 0 0
			350 0 0	4	..	70 0 0	400 0 0	....
5	0·57	2 11 0	..	1	..	....	....	Janmi.
				2	..	2 11 0	....	....
				3	..	7½ paras.	....	....
		..	16 paras.	4	..	15 paras.	50 0 0	....
	3·0	3 9 0	..	1	..	....	....	Janmi.
				2	..	3 13 0	25 0 0	....
				3	..	4 1 0	30 0 0	....
				4	..	5 9 0	50 0 0	1,500 0 0
			100 0 0	5	..	7 9 0	50 0 0	200 0 0
						(3) *Pythoth.*		
7	3·33	7 15 0	..	1	..	....	....	Janmi.
				2	..	18 4 0	....	1,500 0 0
			170 0 0	3	..	27 12 0	100 0 0	500 0 0
						(4) *Koothali.*		
8	..	..	..	1	..	....	....	Janmi.
				2	..	....	50 0 0	1,000 0 0
			300 0 0	3	..	56 0 0	200 0 0	500 0 0
						(5) *Eravathur.*		
9	1·50	..	..	1	..	....	....	Janmi.
				2	..	3 0 0	....	....
			300 0 0	3	..	5 8 0	15 0 0	....
10	6·00	7 2 0	..	1	..	....	....	Janmi.
				2	..	9 14 0	....	700 0 0
			120 0 0	3	..	18 6 0	80 0 0	120 0 0
11	2·0	4 12 0	..	1	..	....	....	Janmi.
				2	..	6 12 0	....	....
				3	..	8 12 0	....	700 0 0
			100 0 0	4	..	20 0 0	40 0 0	300 0 0
						(6) *Kalapathu*		
12	1·00	1 3 0	..	1	..	....	....	Janmi.
				2	..	5 0 0	10 0 0	250 0 0
				3	..	11 0 0	25 0 0	1,500 0 0
			150 0 0	4	..	18 0 0	50 0 0	....
						(7) *Eravathur.*		
13	2·50	5 15 0	..	1	..	....	....	Janmi.
				2	..	11 0 0	....	....
				3	..	25 0 0	50 0 0	1,600 0 0
			200 0 0	4	..	75 0 0	700 0 0	50 0 0
14	1·05	1 13 0	..	1	..	....	....	Janmi.
				2	..	4 0 0	10 0 0	700 0 0
				3	..	16 4 0	50 0 0	300 0 0
			100 0 0	4	..	17 8 0	50 0 0	200 0 0
16	4·00	19 0 0	..	1	..	....	....	Janmi.
				2	..	25 0 0	....	600 0 0
				3	..	13 0 0 + 30 paras.	....	300 0 0
			300 0 0 + 120 paras of paddy.	4	..	19 8 0 + 30 paras.	50 0 0	500 0 0
						(8) *Veliyakkode.*		
16	2·20	2 10 0	..	1	..	....	....	Janmi.
				2	..	8 0 0	20 0 0	....
				3	..	11 8 0	50 0 0	1,000 0 0
			150 0 0	4	..	28 0 0	300 0 0	1,200 0 0
						(9) *Koothali.*		
17	5·10	3 8 0	..	1	..	....	....	Janmi.
				2	..	4 12 0	....	....
				3	..	8 0 0	....	....
			25 0 0	4	..	14 0 0	30 0 0	75 0 0
18	1·33	1 9 0	..	1	..	....	....	Janmi.
				2	..	6 0 0	....	100 0 0
				3	..	16 0 0	....	100 0 0
			25 0 0	4	..	18 0 0	25 0 0	25 0 0

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Serial number. (1)	Extent. (2)	Assessment. (3)	Approximate gross yield. (4)	* Number of intermediaries. (5)	For how long he has the lease. (6)	Total rent. (7)	Particulars of renewal fees and year of renewal. (8)	Value of improvements due in each and remarks. (9)
	ACS.	RS. A. P.	RS. A. P.			RS. A. P.	RS. A. P.	RS. A. P.
						(10) *Kallode.*		
19	4·00	4 12 0	..	1	..	....	....	Janmi.
				2	..	13 0 0	75 0 0	100 0 0
			500 0 0	3	..	40 0 0	200 0 0	400 0 0
						(11) *Koothali.*		
20	1·88	1 1 0	..	1	..	....	....	Janmi.
				2	..	2 6 0	....	....
				3	..	4 8 0	....	....
			80 0 0	4	..	13 4 0	....	750 0 0
						(12) *Menhamiam.*		
21	2·00	2 6 0	..	1	..	....	....	Janmi.
				2	..	3 0 0	....	....
				3	..	8 0 0	20 0 0	1,500 0 0
			160 0 0	4	..	38 0 0	75 0 0	500 0 0
						(13) *Eravathur.*		
22	10·00	47 8 0	..	1	..	....	....	Janmi.
				2	..	75 paras + Rs. 47–8–0.	50 0 0	....
				3	..	78 paras + Rs. 47–8–0.	100 0 0	....
			360 paras + Rs. 50.	4	..	95 paras + Rs. 47–8–0.	300 0 0	100 0 0
						KURUMBRANAD TALUK.		
						(1) *Purameri amsam.*		
1	1·26	7 8 0	..	1	..	....	....	Janmi.
				2	..	Rs. 74–4–0 with eight other items of properties 10·24 acres of 9 lands inclusive of assessment Rs. 66–7–0.	Year 1918, Rs. 75.	40 coconut trees + 10 jack trees = Rs. 220.
				3	..	Rs. 16–8–0 + Rs. 7 assessment Rs. 50.	Year 1945, Rs. 50.	50 coconut trees + one house = Rs. 700.
				4	..	Rs. 22 + Rs. 7.	Year 1945, Rs. 75.	....
			1,800 coconuts.	5	50 years ..	Rs. 35 + Rs. 7	Year 1945, Rs. 105 ..	....
2	1·37	8 2 0	..	1	..	....	75 C. trees = Rs. 750, 2 J. trees—1 H; tank and well altogether Rs. 85.	Janmi.
			2,000 coconuts.	2	63 years ..	Rs. 38 + (7)	Year 1944, Rs. 50 ..	2 C. trees .. 30 2 Plants and miscellaneous trees. 30 60 RS.
3	2·54	15 12 0	..	1	..	....	....	Janmi.
			1,500 coconuts.	2	75 years ..	Rs. 4 + (3) + assessment on the land.	Year 1946, Rs. 46 ..	65 C. nut trees, 7 J. trees, miscellaneous trees and 1 house (Rs. 1,000) = Rs. 1,750.
4	1·04	6 3 0	..	1	..	....	....	Janmi.
				2	..	Rs. 8 + (1)	Leased about 60 years ago. Not renewed.	2 old J. trees and 1 well = Rs. 50.
				3	..	Rs. 13 + (3)	Leased about 50 years ago. Not renewed.	12 bearing C. nut trees, 28 old C. nut trees; 2 J. trees = Rs. 180.
			600 nuts ..	4	30 years ..	Rs. 30 + Rs. 3–8–0 ..	Year 1919, original lease. Not renewed. Lease for Rs. 127–8–0.	1 house (Rs. 2,000), 30 C. nut trees and miscellansous trees = Rs. 2,400.
5	0·88	3 15 0	..	1	..	....	....	Janmi.
				2	..	Rs. 37 with 1·15 acres of other garden lands.	Year 1925, Rs. 79.. ..	16 old C. nut trees = Rs. 100.
			900 nuts ..	3	70 years ..	Rs. 21–4–0	Year 1945, Rs. 45. ..	35 bearing C. nut trees, one house, 8 J. trees and miscellaneous trees = Rs. 650.
6	0·82	4 14 0	..	1	..	....	..	Janmi.
				2	..	Rs. 32 for 2 other Ponambas measuring 2·34 acres of garden.	Year 1929, Rs. 55 ..	14 old C. nut trees, one well, 5 jack trees and miscellaneous trees = Rs. 180.
			400 nuts ..	3	30 years ..	Rs. 18 + (2)	Year 1945, Rs. 40 ..	One house; 50 C. nut trees and miscellaneous trees = Rs. 550.

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Serial number. (1)	Extent. (2)	Assessment. (3)	Approximate gross yield. (4)	*Number of Intermediaries. (5)	For how long he has the lease. (6)	Total rent. (7)	Particulars of renewal fees and year of renewal. (8)	Value of improvements due in each and remarks. (9)
	ACS.	RS. A. P.						
7	1·18	7 0 0	..	1	..	....	....	Janmi.
				2	..	Rs. 74–4–0 with 8 other items of properties measuring 10·24 acres of G. lands.	Year 1918, Rs. 75 ..	One well and 2 J. trees = Rs. 80.
			700 nuts ..	3	100 years.	Rs. 24 + Rs. 5	Year 1930, Rs. 72 ..	One house; 50 C. unt trees; one well; 3 J. trees= Rs. 2,500.
8	1·20	8 9 0	..	1	..	....	....	Janmi.
				2	..	Rs. 8 with the lands of No. 2 with another 0·46 cents of land (G).	Not renewed for the past 40 years.	15 old C. nut tress and one J. tree = Rs. 50.
				3	..	Rs. 25 with another G. land of ½ acre.	Year 1936, Rs. 50 ..	One house; 40 C. nut trees and miscellaneous trees =Rs. 600.
			700 nuts ..	4	4 years ..	Rs. 20 + Sundries Rs. 2.	In 1936 by previous holder Rs. 60 present man purchased it in 1942.	25 C. nut plants = Rs. 50.
9	0·46	4 4 0	..	1	..	....	....	Janmi.
				2	..	Rs. 4	6 years ago Rs. 8	11 old C. nut trees = Rs. 30.
				3	..	Rs. 20 + Rs. 5	10 years ago Rs. 60 ..	25 C. nut trees; 35 plants; 6 J. trees; 6 mango trees, etc.,=Rs. 600.
			700 nuts ..	4	2 years ..	Rs. 43 + Sundries Rs. 10.	Year 1942, Rs. 200 ..	10 C. nut trees and one well = Rs. 50.
10	2·34	11 2 0	..	1	..	....	....	Janmi.
				2	..	Rs. 65 + interest on kanam of Rs. 1,000 with garden lands of 5 acres and wet lands of 3 acres.	Leased in 1943. Not renewed.	Kanam interest of Rs. 1,000, with other lands.
				3	..	Rs. 37 + sundries Rs. 10.	Year 1945, Rs. 100 ..	130 bearing C. nut trees; 50 non-bearing C. nut trees = Rs. 1,400.
			2,000 nuts.	4	13 years ..	Rs. 85 + (25)	Year 1945, Rs. 50 ..	One house; well; 13 J. trees and miscellaneous trees= Rs. 600.
11	0·79	4 11 0	..	1	..	....	....	Janmi.
				2	..	Rs. 26–12–0 with 3 other parambas 2·18 acres.	Year 1916, Rs. 46 ..	60 C. nut trees; 1 J. tree and miscellaneous trees = Rs. 600.
			300 nuts...	3	12 years ..	Rs. 15 + Rs. 4–4–0 ..	Original lease, 1934 Rs. 30. Not renewed.	50 C. nut plants; 1 house and miscellaneous trees = Rs. 1,100.
12	0·87	5 3 0	..	1	..	....	....	Janmi.
				2	..	Rs. 4–8–0 with 2 other items 4·04 acres.	Year 1931, no fee ..	110 C. nut trees and miscellaneous trees= Rs. 1,300.
			1,000 nuts.	3	2 years ..	Rs. 60 + Sundries Rs. 14.	Original lease in 1944 ..	One house and miscellenaous trees = Rs. 220.
13	0·83	4 15 0	..	1	..	....	....	Janmi.
..	..	..	..	2	..	Rs. 18–12–0 inclusive of assessment.	In 1928, Rs. 60	....
..	..	..	..	3	..	Rs. 22 + (4)	Leased 60 years back. Not renewed.	....
..	..	..	..	4	..	Rs. 30 + (10)	Do.	30 C. nut trees; 4 J. trees and miscellaneous trees =Rs. 450.
..	..	..	900 C. nuts.	5	25 years ..	Rs. 35 + (20)	October 1942 Rs. 70 ..	15 C. nut trees; one house and miscellaneous trees =Rs. 550.
14	1·37	8 2 0	..	1	..	....	....	Janmi.
..	..	..	..	2	..	Rs. 10	Not renewed. Holding for about 30 years	15 old C. nut trees = Rs. 45.
..	..	..	800 C. nuts.	3	50 years ..	Rs. 19 + (5)	1942. Rs. 20	75 C. nut trees; 20 C. plants; one house and miscellaneous trees=Rs. 1,000.
15	2·22	7 15 0	..	1	..	....	..	Janmi.
..	..	..	..	2	..	Rs. 12	1923. Rs. 37	....
..	..	..	500 C. nuts.	3	100 years.	Rs. 26 + (10)	1915. Rs. 60	50 C. nut trees; 100 plants; 12 J. trees and miscellaneous trees and one house = Rs 1,600.
16	1·04	6 3 0	..	1	..	....	....	Janmi.
..	..	..	..	2	..	Rs. 8	Holding for about 20 years. Not renewed.	15 C. nut trees; misenellaneous trees and one well=Rs. 400.
..	..	..	1,500 C. nuts.	3	35 years.	Rs. 17–15–0 + (10) ..	1944 March. Rs. 30 ..	70 C. nut treess; one house and miscellaneous trees=Rs. 1,200.

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Serial number.	Extent.	Assessment.	Approximate gross yield.	* Number of Intermediaries.	For how long he has the lease.	Total rent.	Particulars of renewal fees and year of renewal.	Value of improvements due in each and remarks.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	ACS.	RS. A. P.						
17	1·27	7 9 0	..	1	..	....	....	Janmi.
..	..	..	..	2	..	Rs. 10	Holding for about 50 years. Not renewed.	10 old C. nut trees; one well; tank and one J. tree = Rs. 150.
..	..	..	750 C. nuts.	3	45 years	Rs. 32 + (12)	1928, Rs. 96	50 C. nut trees; 150 arecanut plant and one house = Rs. 1,000.
18	0·95	5 12 0	..	1	..	....	....	Janmi.
..	..	..	..	2	..	Rs. 10	1919, Rs. 20	10 old C. nut trees; 2 mango trees and miscellaneous trees = Rs. 125.
			1,200 C. nuts.	3	35 years.	Rs. 29 + (10)	1919, Rs. 88	2 shop buildings; 2 houses; 65 C. nut trees and miscellaneous trees = Rs. 1,350.
19	1·38	8 4 0	..	1	..	....	....	Janmi.
				2	..	Rs. 10	Holding for about 18 years. Not renewed.	82 C. nut trees; 60 old C. nut trees and 3 J. trees = Rs. 1,200.
			900 C. nuts.	3	Since 1941.	Rs. 25 + (5)	1941, Original lease not renewed. Rs. 75.	20 C. nut plants; 15 J. plants and 100 arecanut plants = Rs. 150.
20	0·95	4 8 0	..	1	..	....	....	Janmi.
				2	...	Rs. 2-8-0 excluding assessment + Rs. 2.	1943, Rs. 20	35 C. nut plants and 2 J. plants = Rs. 400.
			800 C. nuts.	3	32 years.	Rs. 25 + (20)	1942, September, Rs. 75.	25 C. nut trees; 5 C. nut plants; one house; miscellaneous trees and one well = Rs. 1,000.
						(2) *Muhungal Amsom.*		
1	0·82	3 14 0	..	1	..	....	..	Janmi.
			50[illegible] C. nuts.	2	48 years.	Rs. 14 + asst.	Not renewed	House and [illegible] trees = Rs. 1,400.
2	0·30	1 0 0	..	1	..	....	....	Janmi.
				2	..	100 paras of paddy with 2·0 acres of wet lands and 0·30 acre of garden land.	....	....
			200 C. nuts	3	18 years.	Rs. 10-8-0	....	House, and 20 C. trees = Rs. 500.
3	0·10	0 4 [illegible]	..	1	..	....	....	Jenmi.
				2	..	100 paras of paddy with 2 acres of wet lands and 0·30 acre of garden lands.	Not renewed	20 C. nut trees Rs. 200.
			150 C. nuts.	3	6 years.	Rs. 6	Not renewed	House (1) Rs. 200.
4	1·58	5 10 0	..	1	..	....	....	Jenmi.
			800 C. nuts.	2	24 years.	Re. 1 + Asst.	Renewed 10 years ago. Rs. 16.	80 C. trees and one house. Rs. 2,500.
5	1·04	4 15 0	..	1	..	....	....	Jenmi.
				2	..	Re. 1 + (Rs. 8 sundries and assessment)	Renewed 10 years ago Rs. 16.	One house and 25 old C. nut trees = Rs. 200.
			700 C. nuts.	3	24 years.	Rs. 34 + Asst.	10 years ago Rs. 20 ..	One house + 55 C. nut trees = Rs. 1,000.
6	0·50	1 13 0	..	1	..	....	....	Jenmi.
				2	..	Re. 1 + Asst. + sundries Rs. 4.	10 years ago Rs. 15 ..	44 old C. nut trees. Rs. 220.
			900 C. nuts.	3	30 years.	Rs. 13 + (2)	Not renewed	28 C. nut trees. Rs. 280.
7	1·94	9 3 0	..	1	..	....	....	Jenmi.
				2	..	Re. 1	About 25 years ago Rs. 6.	5 Mango trees. Rs. 100.
				3	..	Interest on kanam of Rs. 200 set off + sundries.	3 years ago Rs. 50 ..	46 C. trees = 400.
			2,000 C. nuts.	4	15 years.	Rs. 5 Rs. 9 + Assessment + sundries. Rs. 15.	3 years ago Rs. 50 ..	160 C. plants; one house = Rs. 1,000.
8	1·77	8 7 0	..	1	..	....	....	Jenmi. 15 old C. = J. Rs. 100.
				2	..	Rs. 16 + Sundries Rs. 2.	4 years ago Rs. 40	130 C. nut trees; 7 J., 16 mango trees Rs. 1,500.
			2,000 C. nuts.	3	15 years.	Rs. 25 + Rs. 5 sundries.	5 years ago Rs. 75 ..	50 C. trees and one house = Rs. 5,000.
9	0·17	0 10 0	..	1	..	....	....	Jenmi.
..	..	..	..	2	..	Rs. 4	Not renewed. Holiday for 12 years.	16 C., one house = Rs. 300.
			300 C. nuts.	3	12 years.	Rs. 10	In 1945. Rs. 40	4 C. nut plants = Rs. 40.
10	1·25	5 15 0	..	1	..	....	....	Jenmi.
				2	..	Re. 1	Not renewed	Nil.
				3	..	Rs. 9	Do.	45 C. nuts trees; 1 house; and well; Rs. 500.
			500 C. nuts.	4	20 years.	Rs. 13-8-0 + Rs. 2 ..	Do.	30 C. nuts trees—60 P. V. = Rs. 350.

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Serial number.	Extent.	Assessment.	Approximate gross yield.	* Number of Intermediaries.	For how long he has the lease.	Total rent.	Particulars of renewal fees and year of renewal.	Value of improvements due in each and remarks.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
11	1·19	2 13 0	..	1	..	....	....	Janmi.
				2	..	Re. 1 with 63 other items of properties.	Leased 22 years ago—Not renewed.	18 C. nut trees = Rs. 180.
			600 C. nuts.	3	18 years.	Rs. 20 + Rs. 5	Original leased. 18 years ago. Not renewed.	50 C. nut trees + 100 C. plants = Rs. 600.
12	1·34	6 6 0	..	1	..	....	....	Janmi.
				2	..	Rs. 6–4–0 for the lands of No. 2.	Leased 25 years ago. Not renewed.	5 C. nut trees = Rs. 50.
				3	..	Rs. 11 with another land of this size.	Leased 25 years ago. Not renewed.	Nil.
			400 C. nuts.	4	20 years.	Rs. 8–8–0 + Rs. 8 ..	Not renewed for 20 years ..	One shop ; one house ; well ; 22 C. nut trees = Rs. 2,500.
						(3) Palaiyad amsam.		
1	4·28	10 3 0	..	1	..	....	....	Janmi.
				2	..	Rs. 13 + assessment with 5 other items of properties of about 18 acres.	54 years ago. Rs. 150 ..	Nil. Kanam interest of Rs. 1,000 for all 18 acres.
			6,000 C. nuts.	3	21 years.	Rs. 55 + (5)	Not renewed	30 C. nut trees ; 1 house well and shop = Rs. 4,500.
2	2·92	17 5 0	..	1	..	....	....	Janmi.
				2	..	Rs. 13 + assessment (Rs. 75) with another 6 items of about 3 acres of g. lands from which he gets a rent of Rs. 150.	52 years ago. Rs. 100 ..	Kanam of Rs. 1,000 over all the properties together.
			4,000 C. nuts.	3	80 years.	Rs. 67–8–0	30 years ago. Rs. 200 ..	125 C. nut trees and one house = Rs. 3,900.
3	0·48	2 14 0	..	1	..	....	....	Janmi.
				2	..	Rs. 13 + sundries Rs. 50 from all 5 items of properties together.	20 years ago. R. Fee Nil.	Nil.
				3	..	Rs. 6 + sundries Rs. 1–4–0.	Leased 40 years ago. Not renewed.	Nil.
			500 C. nuts.	4	6 months.	Rs. 12 + (Rs. 1–4–0) ..	Original lease in 1946. Not renewed.	44 C. nut trees and 1 house + miscellaneous trees. Rs. 600.

Serial number.	Extent.	Assessment.	Approximate gross yield.	* Number of Intermediaries.	For how long he has the lease.	Total rent.	Particulars of renewal fees and year of renewal.	Value of improvements due in each and remarks.
4	1·00	3 9 0	..	1	..	....	....	Janmi.
				2	..	Re. 1 + assessment (Rs. 30) + interest of kanam of Rs. 1,200 with another 6 acres of gardens.	Leased 40 years ago. Not renewed.	Kanam of Rs. 1,200 with this 6 acres of other properties.
			2,000 C. nuts.	3	33 years.	Rs. 48 + (Rs. 5–8–0) ..	1945. Rs. 50	50 C. nut trees ; 10 J. trees ; one house + well = Rs. 1,000.
5	1·31	4 11 0	..	1	..	....	....	Janmi.
				2	..	Rs. 17 including assessment plus sundries.	Purchased from previous holder in 1922. Not renewed.	Nil.
			1,500 C. nuts.	3	22 years.	Rs. 19 + (Rs. 5)	Leased in 1924. Not renewed.	80 C. nut trees ; 1 well + miscellaneous trees = Rs. 1,000.
6	1·51	3 9 0	..	1	..	....	....	Janmi.
				2	..	Rs. 10	Holding for about 50 years. Not renewed.	20 old non-bearing C. nut trees = Rs. 50.
			350 C. nuts.	3	40 years.	Rs. 25	22 years ago Rs. 100 ..	175 C. plants ; 40 C. trees ; one house + well = Rs. 900.
7	3·45	4 2 0	..	1	..	....	....	Janmi. One tank Rs. 600.
			700 C. nuts.	2	34 years.	Rs. 17–15–0	Held since 1912. Not renewed.	One house ; well ; 60 C. ; 50 arecanut and mango trees = Rs. 4,500.
8	2·01	11 14 0	..	1	..	....	....	Janmi.
			..	2	..	Rs. 10 + 3 acres of other G. lands.	In 1924. Rs. 60.	Kanam of Rs. 165 with 3 acres of other garden lands.
				3	..	Rs. 42 + (Rs. 10) ..	Not renewed	10 C. trees ; portion of house and well = Rs. 400.
			2,500 C. nuts.	4	80 years.	Rs. 50 + (Rs. 15) ..	June 1945. Rs. 175 ..	90 C. trees + 40 C. plants ; 1 house + miscellaneous trees = Rs. 1,200.
9	1·01	4 13 0	..	1	..	....	....	Janmi.
				2	..	Rs. 7 + assessment on 5 other items of properties + interest on kanam of Rs. 450.	Leased 26 years ago. Not renewed.	15 C. trees + 2 mango trees = Rs. 200.
			1,000 C. nuts.	3	25 years.	Rs. 20 + (Rs. 5)	Leased 25 years ago. Not renewed.	80 bearing C. nut trees ; 8 J. trees ; 2 houses ; Rs. 1,000.

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Serial number. (1)	Extent. (2)	Assessment. (3)	Approximate gross yield. (4)	* Number of Intermediaries. (5)	For how long he has the lease. (6)	Total rent. (7)	Particulars of renewal fees and year of renewal. (8)	Value of improvements due in each and remarks. (9)
10	0·80	3 13 0	..	1	..	....	....	Janmi.
			500 C. nuts.	2	Since 1913.	Rs. 4 + interest on kanam of Rs. 200.	In 1943. Rs. 42 ..	.. 50 C. trees ; miscellaneous trees = Rs. 400.
11	2·77	9 14 0	..	1	..	....	....	Janmi, 10 old C. nut trees = Rs. 50.
				2	..	Rs. 11 with another land of 1½ acres of which he gets a rent of Rs. 75.	In 1939. Rs. 30 ..	.. 30 C. nut trees + miscellaneous trees = Rs. 300.
			800 C. nuts.	3	4 years ..	Rs. 34 + (Rs. 17)	.. Leased 4 years ago. Not renewed.	One house ; 10 C. nut plants = Rs. 200.
						(4) *Edacheri.*		
1	1·96	9 0 0	—	1	..	....	....	Janmi. 20 old C. nut trees + 2 J. trees = Rs. 150.
			2,000 C. nuts.	2	Since 1929.	Rs. 18-2-2 + (Rs. 10)	Not renewed since 1929. Lease fee Rs. 30.	150 C. trees ; one house ; J. trees ; + C. nut trees = Rs. 3,900.
2	1·13	2 11 0	..	1	..	....	....	Janmi.
				2	..	Rs. 9-8-0 with 4·12 acres of garden lands.	Leased 30 years ago ; 1922, Rs. 25.	R. 42 C. trees + 6 J. trees = Rs. 500.
			1,500 C. nuts.	3	Since 1930.	Rs. 13 + (Rs. 12)	.. In 1945. Rs. 84 ..	.. One house ; 42 C. nut trees ; 1 well = Rs. 1,750.
3	1·64	7 13 0	..	1	..	....	....	Janmi.
				2	..	Rs. 9-8-0 with 4·12 acres of garden lands.	1922. Rs. 25. ..	.. Nil.
			1,000 C. nuts.	3	20 years ..	Rs. 22 + (Rs. 15)	.. In 1945. Rs. 75 ..	.. 75 C. trees ; 4 J. trees and miscellaneous trees = Rs. 1,000.
4	1·24	6 0 0	..	1	..	....	....	Janmi. One well = Rs. 50.
				2	..	Rs. 9-8-0 with 4·12 acres of garden lands.	1922. Rs. 25 ..	.. Nil.
			2,500 C. nuts.	3	20 years.	Rs. 35 + (Rs. 25) ..	.. In 1945. Rs. 200 ..	.. 120 C. trees ; 1 house + 3 J. trees = Rs. 1,550.
5	1·24	6 0 0	..	1	..	....	....	Janmi.
				2	..	Rs. 9-8-0 with 4·12 acres of garden lands.	1922. Rs. 45 ..	.. 15 old C. trees = Rs. 45.
			2,500 C. nuts.	3	20 years.	Rs. 30 + (Rs. 15)	.. 1944. Rs. 100 ..	.. 125 bearing C. trees ; one house + miscellaneous trees = Rs. 1,600.

Serial number. (1)	Extent. (2)	Assessment. (3)	Approximate gross yield. (4)	* Number of Intermediaries. (5)	For how long he has the lease. (6)	Total rent. (7)	Particulars of renewal fees and year of renewal. (8)	Value of improvements due in each and remarks. (9)
6	2·06	11 14 0	..	1	..	....	....	Janmi. 66 old C. nut trees = Rs. 330.
				2	..	Rs. 10 + (Rs. 10) ..	.. Leased in 1924. Not renewed.	Nil.
				3	..	Rs. 21	.. Leased 22 years ago. Not renewed.	Nil.
				4	..	Rs. 21 + (Rs. 5) ..	.. Leased 20 years ago. Not renewed.	45 C. trees ; 85 non-bearing plants = Rs. 880.
			1,500 C. nuts.	5	Since 1939.	Rs. 48 including sundries and assessment.	Original lease 1939. Not renewed. Lease fee Rs. 100.	2 houses + 15 C. nut plants = Rs. 1,530.
7	2·09	9 15 0	..	1	..	....	....	Janmi.
				2	..	Rs. 20 + sundries with another paramba of 1·00 acre.	Purchased from previous holder in 1924. Not renewed.	20 bearing C. trees ; 2 mango trees = Rs. 225.
			1,800 C. nuts.	3	20 years.	Rs. 25 + (Rs. 13) ..	.. In 1940. Rs. 75 ..	.. 30 bearing C. trees ; 10 old C. trees ; one house and well = Rs. 950.
8	0·26	1 0 0	..	1	..	....	....	Janmi.
				2	..	Rs. 20 for the lands of No. 3.	Leased 45 years ago. Not renewed.	Nil.
				3	..	Rs. 40 with the lands of No. 2 and 2 acres of G. lands.	Leased 45 years ago. Not renewed.	Nil.
				4	..	Rs. 28 + (Rs. 10) with ½ acre of other G. lands.	Leased 40 years ago. Not renewed.	11 C. trees ; one well ; miscellaneous trees = Rs. 260.
			800 C. nuts.	5	1 year	Rs. 16 + (Rs. 10) ..	Leased in 1946 ..	.. 40 bearing C. nut trees ; one mango tree and miscellaneous trees = Rs. 1,500.
9	1·02	1 3 0	..	1	..	....	....	Janmi. 40 C. trees ; one well = Rs. 550.
				2	..	Rs. 21 + (Rs. 8) with 2·21 acres of G. lands.	Leased 14 years back. Not renewed.	Nil.
			750 C. nuts.	3	Since 1945.	Rs. 22 + (Rs. 3-11-0) ..	Leased in 1945 only ..	One C. tree = Rs. 10.
10	2·21	10 8 0	..	1	..	....	....	Janmi.
				2	..	Rs. 21 + (Rs. 8) with 2·21 acres of garden lands.	Leased 14 years back. Not renewed.	Nil.
			1,500 C. nuts.	3	24 years ..	Rs. 44 (Rs. 15) ..	.. Leased 24 years back. Not renewed.	One house ; well ; 60 C. and miscellaneous trees = Rs. 3,850.

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	ACS.	RS. A. P.						
11	2·94	3 8 0	..	1	..	....	....	Janmi.
				2	..	Rs. 3 + assessment for 23 items of properties (20 acres of G. lands + interest on *kanam* Rs. 276-8-0).	Leased in 1929. Not renewed.	Nil.
				3	..	Rs. 45 + 10 with 20 acres of G. land.	1940. Rs. 100	1 well and miscellaneous trees = Rs. 100.
			2,500 C. nuts.	4	Since 1895.	Rs. 34 + (Rs. 5)	1919. Rs. 100	2 houses ; 100 C. trees ; 15 J. trees = Rs. 1,600.
12	2·24	8 0 0	..	1	..	....	....	Janmi. 21 old C. trees and 2 wells = Rs. 133.
				2	..	Rs. 20-4-0 + (Rs. 15) ..	Leased 25 years ago. Not renewed.	75 C. ; 2 wells = Rs. 700.
			1,800 C. nuts.	3	Since 1924.	Rs. 36 + (Rs. 15) interest on kanam of Rs. 275.	1943. No fee	75 C., one house = Rs. 2,600.
13	1·07	6 6 0	..	1	..	....	....	Janmi.
				2	..	Rs. 16 + (Rs. 10) ..	Leased 70 years ago. Not renewed.	51 C. ; 40 A. ; one well = Rs. 800.
			1,500 C. nuts.	3	60 years ..	Rs. 35 + (Rs. 20) ..	1945. Rs. 90	1 house ; 20 A. trees = Rs. 970.
14	0·22	1 5 0	..	1	..	....	....	Janmi.
				2	..	Interest on kanam of Rs. 2,500.	Leased 1930. Not renewed.	Nil.
				3	..	Rs. 33-8-0 + 42 paras of paddy with 14 other items of properties measuring 6 acres of wet lands and 7 acres of G. lands + interest on kanam of Rs. 2,500.	Leased in 1928. Not renewed.	9 C. and one mango tree = Rs. 100.
			600 C. nuts.	4	20 years ..	Rs. 25 + (Rs. 8)	1946. Rs. 75	One house ; 24 C. and miscellaneous trees = Rs. 640.
15	0·68	4 11 0	..	1	..	....	....	Janmi.
				2	..	Rs. 2 + interest on kanam of Rs. 8,250 along with 23 acres of other properties—(10-W). (13-G).	1928. Rs. 1,000	Nil.
				3	..	Rs. 73 + (Rs. 10) with 3 acres of G. lands.	Held since 1911. Not renewed.	64 C ; 10 J. ; one well = Rs. 890.
			1,500 C. nuts.	4	20 years ..	Rs. 26-8-0 + (Rs. 2) ..	Leased in 1926. Rs. 100. Not renewed.	One house ; 40 C. + miscellaneous trees = Rs. 1,255.
16	0·45	2 11 0	..	1	..	....	....	Janmi. 12 C., 3 J. + miscellaneous = Rs. 190.
				2	..	Rs. 18-2-2 + (Rs. 8) with 2 acres of G. lands.	1929. Rs. 30	Nil.
				3	..	Rs. 10-4-0 + (Rs. 8) ..	1911. Rs. 40	Nil.
			900 C. nuts.	4	45 years.	Rs. 26 + (Rs. 2)	1945 only. Rs. 80 ..	One house ; 30 C. + miscellaneous trees = Rs. 2,000.
17	1·96	9 0 0	..	1	..	....	....	Janmi. 20 C. (old), 2 J. = 200.
			3,000 C. nuts.	2	30 years.	Rs. 18-12-2 + (Rs. 8) along with items No. 16.	1929. Rs. 30	150 C ; one house ; 10 J. + miscellaneous = Rs. 3,900.
18	1·93	9 3 0	..	1	..	....	....	Janmi.
				2	..	Rs. 4 + (Rs. 10) with another paramba 1·0 acre in extent.	October 1897. Rs. 20.	Nil.
			3,500 C. nuts.	3	50 years.	Rs. 65 + Rs. 25. ..	October 1937. Fee nil. ..	125 C. ; 10 J. ; one well ; miscellaneous trees = 1,500.
19	0·35	0 13 0	..	1	..	....	....	Janmi.
				2	..	Re. 1 + assessment. ..	Holding for 30 years. Not renewed.	30 C. + one well = Rs. 450.
			1,600 C. nuts.	3	10 years.	Rs. 22 + (Rs. 10)	December 1943. Rs 50 ..	One house ; 15 C. + miscellaneous trees = 600.
20	2·46	8 14 0	..	1	..	....	....	Janmi.
				2	..	Rs. 20 with 1½ acres of other garden lands.	Leased in 1928. Not renewed.	110 C. + miscellaneous trees = Rs. 1,300.
			3,500 C. nuts.	3	12 years.	Rs. 45 + (Rs. 10) ..	1935. Rs. 150	15 C. + miscellaneous trees = Rs. 180.
						(5) *Eramala amsam.*		
1	1·36	4 0 0	..	1	..	....	....	Janmi. 25 old C. = Rs. 75.
				2	..	45 paras of paddy with 2·0 acres wet lands.	15 years ago. Rs. 24 ..	45 old C. = Rs. 200.
			800 C. nuts.	3	50 years.	Rs. 22	10 years ago. Rs. 75 ..	35 C ; one house = Rs. 450.

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	ACS.	RS. A. P.						
2	2·77	13 3 0	..	1	..	....	....	Janmi.
				2	..	Rs. 5 + (5) ..	.. Leased 25 years ago. Not renewed.	10 C. Rs. 100.
			1,500 C. nuts.	3	25 years.	Rs. 16 + (2) ..	.. 13 years ago. Rs. 45 ..	30 C; one house, 2 J. + miscellaneous trees = 500.
3	1·85	6 9 0	..	1		....	....	Janmi.
				2	..	Rs. 5 + assessment	.. 10 years ago. Rs. 15 ..	Nil.
			700 C. nuts	3	70 years.	Rs. 15 + (5) ..	.. 4 years ago. Rs. 45 ..	One house; 2 J. + miscellaneous 100 C. = Rs. 2,500.
4	1·27	8 0 0	..	1	..	....	....	Janmi.
				2	..	Rs. 15	.. 20 years ago. Rs. 20 ..	15 old C. = Rs. 75.
			1,000 C. nuts.	3	30 years.	Rs. 35 + (10) ..	.. 16 years ago. Rs. 100 ..	One house; 85 C. = 930.
5	2·19	7 13 0	..	1	..	....	....	Janmi.
				2	..	Rs. 30 + (5) ..	.. 20 years ago. Rs. 60 ..	80 C. = 800.
			1,600 C. nuts.	3	15 years.	Rs. 50 (+8) ..	.. Original lease 15 years back. Not renewed. Lease fee Rs. 150.	One house; 100 C.; miscellaneous trees = 1,100.
6	1·15	5 0 0	..	1	..	....	....	Janmi. 15 old C. = Rs. 75.
				2	..	Rs. 20	.. 25 years ago. Rs. 40 ..	25 C. = 250.
			1,500 C. nuts.	3	22 years.	Rs. 30 + (10) ..	.. Leased in 1924—Lease fee Rs. 50.	35 C. = 350.
7	0·68	2 7 0	..	1	..	....	....	Janmi.
				2	..	Rs. 2 + 1	.. 20 years back. Rs. 5 ..	Nil.
			400 C. nuts.	3	24 years.	Rs. 5	.. 4 years ago. Rs. 15 ..	20 C. + miscellaneous trees = 200.
8	1·13	3 0 0	..	1	..	....	....	Janmi.
				2	..	Rs. 7	.. 20 years ago. Rs 15. ..	Nil.
			1,800 C. nuts.	3	50 years.	Rs. 12	.. 15 years ago. Rs. 50 ..	One house = Rs. 200, 80 C. and miscellaneous trees 800 = Rs. 1,000.
9	1·88	6 13 0	..	1		....	....	Janmi.
				2	..	Rs. 4 + assessment with ½ acre of other G. lands.	Leased 30 years ago. Not renewed.	50 old C. = 400.
			700 C. nuts.	3	40 years.	Rs. 11 + (5)	24 years ago. Rs. 25 ..	One house; 30 C.; + miscellaneous trees = Rs. 800.
10	0·50	2 0 0	..	1	..	....	....	Janmi. 14 C. = 140.
				2	..	Rs. 3 + assessment	.. 8 years back. Rs. 9 ..	Nil.
			500 C. nuts.	3	20 years.	Rs. 11	.. 5 years back. Rs. 30 ..	One house = Rs. 175.

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11	0·65	3 [illegible] 0	..	1	..	....	....	Janmi.
				2	..	Rs. 10 (+ 3) ..	.. 20 years ago. Rs. 20 ..	Nil.
			800 C. nuts.	3	50 years.	Rs. 28 (+ 5) ..	.. 18 years back. Rs. 50.	One house; 50 C. + 2 J = Rs. 1,000.
12	0·74	5 4 0	..	1	..	....	....	Janmi.
				2	..	Rs. 17 + assessment.	15 years back. Rs. 30 ..	20 C. + 1 J = 225.
			1,500 C. nuts	3	16 years.	Rs. 33 (+ 10) ..	.. 10 years back. Rs. 50 ..	One house; one well; 50 C. + 12 A = Rs. 1,100.
13	1·26	6 4 0	..	1	..	....	....	Janmi.
				2	..	Rs. 5 + assessment	.. 15 years back. Rs. 15 ..	Nil.
			1,000 C. nuts.	3	50 years.	Rs. 15 (+ 8) ..	.. 12 years back. Rs. 45 ..	40 C; 10 A; 1 J. = Rs. 420.
14	0·90	6 0 0	..	1	..	....	....	Janmi.
				2	..	Rs. 10 ..	.. 15 years back. Rs. 20 ..	One house; 30 C. + one well = 700.
			600 C. nuts.	3	40 years.	Rs. 18 including sundries ..	5 years back. Rs. 10 ..	One house; 30 C. + one well = 700.
15	1·25	6 9 0	..	1	..	....	....	Janmi.
				2	..	Rs. 20	.. Leased 25 years back. Not renewed.	20 C. = Rs. 200.
			1,000 C. nuts.	3	30 years.	Rs. 40 including sundries.	15 years ago. Rs. 75 ..	One house; one well; 30 C. + Misc. trees=Rs. 1,500.
16	1·08	5 2 0	..	1	..	....	....	Janmi.
				2	..	Rs. 6 + assessment ..	Not renewed for 2[illegible] years.	150 C. = Rs. 150.
			600 C. nuts	3	15 years.	Rs. 15 including sundries.	10 years ago. Rs. 40. ..	One house; 5 C. = Rs. 250.
17	0·50	2 6 0	..	1	..	....	....	Janmi.
				2	..	Rs. 10 with one acre of other garden lands.	16 years ago. Rs. 30 ..	Nil.
			400 C. nuts.	3	20 years.	Rs. 7-8-0 + 1-8-0	.. 10 years ago. Rs. 25 ..	One house; 10 C. trees = Rs. 200.
						(6) *Memunda amsam.*		
1	1·79	8 8 0	..	1	..	....	....	Janmi. 62 C; 4 J. + miscellaneous = Rs. 700.
				2	..	Rs. 27 + (10) ..	.. Leased 30 years back. Not renewed.	Nil.
			1,500 C. nuts.	3	Since 1925.	Rs. 36 + (6) ..	.. Leased in 1925. Not renewed.	One house; 80 C.; 2 J.+ miscellaneous = 1,400. Kanam of Rs. 5.

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	ACS.	RS. A. P.						
16	1·03	2 7 0	..	1	..	....	....	Janmi.
				2	..	Interest on kanam of Rs. 550 = (Rs. 27–8–0).	Not renewed since 25 years.	Nil.
			1,000 C. nuts.	3	20 years.	Rs. 27–8–0	Not renewed for 20 years. Original lease.	60 C ; one tank and well = Rs. 1,000.
17	1·13	2 11 0	..	1	..	....	....	Janmi.
				2	..	Rs. 8 + (3)	Not renewed for 20 years..	45 C ; 10 J + miscellaneous trees = Rs 1,000.
			750 C. nuts.	3	Since 1935.	Rs. 32–8–0 + (Rs. 5–4–0)..	Not renewed	60 C. plants = Rs. 200.
18	0·26	1 9 0	..	1	..	....	....	Janmi.
			500 C. nuts.	2	20 years ..	Rs. 13 including sundries..	Original lease 20 years ago. Not renewed.	25 C ; one tank = Rs. 750.
19	0·88	5 4 0	..	1	..	....	....	Janmi.
			750 C. nuts.	2	Since 1942.	Rs. 23–12–0 including sundries.	Original lease in 1942. Lease for Rs. 45.	20 C. plants ; 25 C : one house = Rs. 500.
						(7) Pudupanam.		
1	1·02	6 1 0	..	1	..	....	....	Janmi.
				2	..	Interest on kanam of Rs. 1,999 + 10 C. nuts for $3\frac{1}{4}$ acres.	Melcharth lease 20 years ago. No renewal.	Nil.
				3	...	Interest on kanam of Rs. 300 + Rs. 1–8–0 + Rs. 6–8–0 for the $3\frac{1}{4}$ acres of No. 2.	Not renewed	17 old C. trees = Rs. 35.
				4	..	Rs. 75 + (Rs. 10) with 2·19 acres of other garden lands.	Leased 24 years ago. Not renewed.	38 C ; 8 J ; 10 mango trees = Rs. 540.
			700 C. nuts.	5	20 years.	Rs. 40 + (Rs. 3)	In 1943 Rs. 150	50 C ; one house ; one well and miscellaneous trees = Rs. 940.
2	1·00	5 15 0	..	1	..	....	....	Janmi.
				2	..	Interest on kanam of Rs. 1,999 + 10 C. nuts for $3\frac{1}{4}$ acres.	Melcharth lease 20 years ago. No renewal.	Nil.
				3	..	Interest on kanam of Rs. 300 + Rs. 1–8–0 + Rs. 6–8–0 for $3\frac{1}{4}$ acres of No. 2.	Not renewed	8 J ; 8 mango trees = Rs. 120.
				4	..	Rs. 75 + (Rs. 10) with 2·19 acres of other garden lands.	Leased 24 years ago. Not renewed.	One house. One C = Rs. 50
			400 C. nuts.	5	20 years ..	Rs. 25 + (Re. 1)	In 1943 Rs. 80	25 C ; 50 C. plants ; one bamboo cluster = Rs. 510.
3	1·84	4 6 0	..	1	..	....	....	Janmi.
				2	..	Rs. 22 + (Rs. 10)	In 1940 Rs. 45	6 bearing C ; 65 non-bearing C ; 14 J; 42 mango trees = Rs. 1,300.
			2,500 C. nuts.	3	Since 1945.	Rs. 76 + (Rs. 12–8–0) ..	By previous holder in 1943 Rs. 200.	One house and well ; 30 C. plants = Rs. 290.
4	0·63	3 12 0	..	1	..	....	....	Janmi.
				2	..	Interest on kanam of Rs. 200 + Rs. 55 with $3\frac{1}{2}$ acres of g. from which he gets a rent of Rs. 64–8–0.	Leased in 1936. Not renewed.	45 C ; 5 J ; 5 mango trees = Rs. 550.
			750 C. nuts.	3	Since 1939.	Rs. 17–8–0 + (Rs. 3) ..	Leased in 1939. Not renewed. Leased for Rs. 47–8–0.	Nil.
5	0·70	4 4 0	..	1	..	....	....	Janmi.
				2	..	Same as item 4 (2) ..	Same as item 4 (2) ..	48 C + miscellaneous trees = Rs. 600.
			1,000 C. nuts	3	Since 1941.	Rs. 17–8–0 + Rs. 3 ..	Leased in 1941. Not renewed.	One house = Rs. 100.
6	0·57	3 6 0	..	1	..	....	....	Janmi.
				2	..	Re. 1 + assessment.	In 1945 Rs. 10	38 C ; one tank ; miscellaneous trees = Rs. 480.
			1,000 C. nuts.	3	40 years.	Rs. 22 + (Rs. 5–12–0) ..	In 1944 Rs. 56	50 C ; 1 J. = Rs. 370.

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Serial number.	Extent.	Assessment.	Approximate gross yield.	* Number of intermediaries.	For how long he has the lease.	Total rent.	Particulars of renewal fees and year of renewal.	Value of improvements due in each and remarks.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	ACS.	RS. A. P.						
7	1·50	8 14 0	..	1	..	....	....	Janmi.
				2	..	Has some 25 items of properties leased from the janmi. Details not available.	Leased 50 years ago. Not renewed.	Nil.
				3	..	Rs. 60 with 1½ acres of the same field.	Leased in 1934. Not renewed.	75 C; 5 J; one well = Rs. 975.
			1,500 C. nuts.	4	Since 1937.	Rs. 50 + (Rs. 7-12-0).	Leased in 1937. Lease fee Rs. 125.	60 C; one house = Rs. 620.
8	1·03	4 13 0	..	1	..	....	....	Janmi.
				2	..	Rs. 20 with some acres of fields (g) from which he gets a rent of Rs. 43.	10 years ago. Renewal fee Rs. 80.	One house; 25 C = Rs. 300.
			600 C. nuts.	3	Since 1927.	Rs. 2-8-0 + (Re. 1) ..	1942. Rs. 10	15 C; 40 mango trees = Rs. 155.
9	0·96	2 5 0	..	1	..	....	....	Janmi.
				2	..	Same as item 8 (2) ..	Same as item 8 (2) ..	2 mango trees = Rs. 30.
				3	..	Rs. 4 + (Re. 0-12-10) ..	In 1928. Rs. 15	47-C; one house; one well; 23-J. = Rs. 1,460.
10	1·02	4 14 0	..	1	..	....	....	Janmi.
				2	..	Rs. 25 with another g. land of 1·06 acres from which he gets a rent of Rupees 17-8-0.	Leased since 1943. Not renewed.	9 J; 35 C + miscellaneous = Rs. 340.
			800 C. nuts.	3	3 years ..	Rs. 15-14-0 + (Rs. 2-2-0).	Leased in 1943. Rs. 45 ..	30 C; one house + well + miscellaneous trees = Rs. 1,400.
11	1·06	5 0 0	..	1	..	....	....	Janmi.
				2	..	As item 10 (2)	As item 10 (2)	2 J. trees; 15 old C = Rs. 100.
			300 C. nuts.	3	3 years ..	Rs. 17-8-0 + (Rs. 1-8-0)..	Leased in 1943. Rs. 50 ..	20 J; 15 M; 30 plants; one house; one well = Rupees 1,000.
12	1·21	1 7 0	..	1	..	....	....	Janmi.
				2	..	Rs. 3-12-0 + (Re. 1) ..	In 1943. Rs. 40	60 C; 17 J; 14 mango trees = Rs. 640
			500 C. nuts.	3	3 years ..	Rs. 28 + (Rs. 8-12-0) ..	Leased in 1943. Lease fees Rs. 50.	One house; stone walls + miscellaneous, C. trees = Rs. 1,100.
13	1·03	1 1 0	..	1	..	....	....	Janmi.
				2	..	Rs. 25 + (10) with another parambas of one acre from which he gets a rent of Rs. 16.	In 1927. Rs. 150 for two parambas together.	6 C = Rs. 60.
			1,500 C. nuts.	3	52 years ..	Rs. 36 + (Rs. 9-14-0) ..	In 1927. Rs. 150 ..	75 C; 12 A; one well = Rs. 900.
14	0·92	6 5 0	..	1	..	....	....	Janmi.
				2	..	Rs. 6 + asst.	In 1944. Rs. 100 ..	5 old C; one house + well = Rs. 160.
			1,200 C. nuts.	3	36 years ..	Rs. 36 + (Rs. 6)	In 1944. Rs. 100 ..	50 C; 2 J = Rs. 550.
15	1·30	6 4 0	..	1	..	....	....	Janmi. 100 old C; one house = Rs. 100.
			1,500 C. nuts.	2	45 years ..	Rs. 50 + (Rs. 5-7-0) ..	In 1945. Rs. 50	75 C; 5 J; one well = Rs. 1,000.
16	0·13	0 12 0	..	1	..	....	....	Janmi. 4 C = Rs. 40.
				2	..	Rs. 12 + (Rs. 3)	In 1945. Rs. 36	One house + well; 2 J, 8 C = Rs. 175.
17	1·20	4 4 0	..	1	..	....	....	Janmi.
				2	..	Interest on kanam of Rs. 400 + Rs. 16 + (Rs. 5-2-0).	Lease in 1934. Not renewed.	17 old C; 4 J; one well; miscellaneous trees = Rs. 225.
			750 C. nuts.	3	10 years ..	Rs. 25 + (Rs. 6)	In 1944. Rs. 50 ..	One house; 12 C=18 non-bearing C = Rs. 256.
18	..	..	..	1	..	....	....	Janmi.
				2	..	Rs. 10 + (Rs. 5)	Leased 1925. Not renewed.	One house; 63 C; 22 mango trees = Rs. 615.
				3	..	Rs. 36 + (Rs. 5)	In 1937. Rs. 108 ..	One house; 8 C; 90 non-bearing C; 8 J = Rs. 460.
						CALICUT TALUK.		
						(1) *Elathur amsam.*		
1	0·44	2 9 0	..	1	..	....	....	Janmi. 3 old C. trees = Rs. 15.
			150 C. nuts.	2	Since 1937.	Rs. 7-2-0	Purchased in 1937. Not renewed.	One house; 12 C; 12 C plants; miscellaneous trees = Rs. 780.

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	ACS.	RS. A. P.				CALICUT TALUK—*cont.* (1) *Elathur amsam*—cont.		
2	0·56	3 6 0	..	1	..	....	....	Janmi. 6 old C. trees = Rs. 30.
			100 C. nuts.	2	30 years ..	Interest on kanam of Rs. 33 + (Rs. 7 + 3).	Not renewed. Leased 30 years ago.	14 C; one house; one well = Rs. 1,250.
3	1·50	7 2 0	..	1	..	....	....	Janmi. 55 C. trees = Rs. 550
			1,500 C. nuts.	2	100 years.	Rs. 40 including sundries.	12 years back. Rs. 40 ..	70 C; one house; one well = Rs. 1,400.
4	0·74	3 8 0	..	1	..	....	....	Janmi.
			500 C. nuts.	2	60 years ..	Rs. 7	In 1932. Rs. 7	One house; 20 C; one well = Rs. 300.
5	0·72	1 11 0	..	1	..	....	....	Janmi. 10 C. trees = Rupees 100.
				2	..	Rs. 9	Leased in 1933. Not renewed. Lease fee Rs. 13–8–0.	One house + well; 20 C. trees = Rs. 600.
6	0·48	2 14 0	..	1	..	....	....	Janmi. 24 C. trees + one well = Rs. 300.
				2	..	Rs. 14	Not renewed. Lease fee Rs. 14.	One house; 6 C. trees + Rs. 520.
7	0·85	5 1 0	..	1	..	....	....	Janmi. 60 C. trees = Rs. 600.
				2	..	Rs. 40	In 1925. Renewal fee Rs. 40.	20 C; one house; stone well = Rs. 600.
8	0·75	2 10 0	..	1	..	....	....	Janmi.
				2	..	Rs. 26 with ½ acre of g. lands with 1½ acres of wet lands.	Purchased in 1946. Not renewed.	Seven old C. nut trees = Rs. 30.
			800 C. nuts.	3	Since 1929.	Rs. 12–8–0	Not renewed	One house; 50 C; miscellaneous trees=Rs. 750.
9	0·50	1 12 0	..	1	..	....	....	Janmi.
				2	..	Same as item No. 8 (2) ..	Same as item No. 8 (2) ..	One C; miscellaneous trees = Rs. 100.
			300 C. nuts.	3	Since 1933.	Rs. 5–8–0	Not renewed since 1933. Fee for lease Rs. 5.	15 C; 25 non-bearing C; one house = Rs. 800.
10	1·12	7 9 0	..	1	..	....	....	Janmi.
				2	..	Rs. 50 for this and 7 acres of parambas.	Purchased in 1945. Not renewed.	25 old C. trees = Rs. 50.
			2,000 C. nuts.	3	Since 1919.	Rs. 41	Leased in 1919. Lease fee Rs. 39–12–0.	10 C; 65 plants; one house; one well = Rs. 3,250.
11	1·76	12 8 0	..	1	..	....	....	Janmi.
				2	..	Rs. 18 with 3 acres from which they get Rs. 60 + asst. as rent.	36 years ago. Renewal fee Rs. 18.	40 non-bearing + 45 C = Rs. 600.
			1,500	3	Since 1943.	Rs. 38–8–0 + (1)	Leased in 1943. Not renewed.	16 C; 60 C. plants; miscellaneous trees = Rs. 400.
12	0·12	0 13 0	..	1	..	....	....	Janmi.
				2	..	Same as item No. 11 (2) ..	Same as item No. 11 (2) ..	8 C. trees = Rs. 80.
			100 areca trees not bearing.	3	Since 1927.	Rs. 3–8–0	Leased in 1927. Not renewed.	15 small C.; 1 house = Rs. 325.
						(2) *Berpur amsam.*		
1	1·48	8 13 0	..	1	..	....	....	Janmi.
				2	..	Rs. 33 + 45 paras of paddy with 2 acres of wet lands, 0·08 cents of G. lands and 0·27 cents of O.D. lands in his possession from which he gets 150 paras of paddy + 1,000 C. nuts.	60 years. 15 years ago. Rs. 60.	20 C. trees = Rs. 200.
			2,000 C. nuts. 1,000 Arecanuts.	3	..	Rs. 22 with sundries ..	50 years. 15 years ago. Rs. 22.	60 C. trees; 22 arecanut trees; one house; 1 well = Rs. 4,000.
2	1·87	5 6 0	..	1	..	....	....	Janmi.
			1,500 C. nuts.	2	..	Rs. 16 including sundries + interest on kanam of Rs. 200.	About 50 years. 7 years ago. Rs. 16.	80 C. trees; 2 houses; 1 well = Rs. 1,200 + kanam of Rs. 200.
	0·48	2 14 0	..	1	..	....	....	Janmi.
			1,300 C. nuts.	2	..	Rs. 12 + interest on kanam of Rs. 6–4–0.	About 35 years. R. 4 years ago. Rs. 12.	30 C. nut trees; 1 J. tree; 1 house; 1 well; = Rs. 700, kanam of Rs. 6–4–0.

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						CALICUT TALUK—*cont.*		
						(2) *Berpur amsam*—cont.		
	ACS.	RS. A. P.						
4	0·20	1 7 0	..	1	..	....	....	Janmi.
				2	..	Rs. 30 + asst. for 22·48 acres of G. lands for which they get a rent of about Rs. 1,000 from his tenants.	About 100 years. R. 10 years ago. Rs. 200.	Nil.
			400 C. nuts.	3	..	Rs. 12 including sundries + interest on kanam of Rs. 6–4–0.	About 70 years. R. 1940. Rs. 12.	20 C. trees; 1 house; 1 well; = Rs. 1,200 kanam of Rs. 6–4–0.
5	1·15	8 5 0	..	1	..	....	....	Janmi.
				2	..	Same as item No. 4 (2) ..	Same as item No. 4 (2) ..	Nil.
			1,500 C. nuts.	3	..	Rs. 30 including sundries + interest on kanam of Rs. 25.	60 years. R. 1942. Rs. 30.	40 C. trees; 1 house; 1 well; = Rs. 1,000, kanam of Rs. 25.
6	0·20	1 7 0	..	1	..	....	....	Janmi.
				2	..	Same as item No. 4 (2) ..	Same as item No. 4 (2) ..	Nil.
			400 C. nuts.	3	..	Rs. 12 including sundries + interest on kanam of Rs. 6–4–0.	60 years. R. 1940. Rs. 12.	18 C. trees; 1 house; 1 well; = Rs. 1,500, kanam of Rs. 6–4–0.
7	1·00	7 2 0	..	1	..	....	....	Janmi.
				2	..	Same as item No. 4 (2) ..	Same as item No. 4 (2) ..	Nil.
			200 C. nuts.	3	..	Rs. 25 including sundries + interest on kanam of Rs. 25.	About 100 years. Not renewed for 50 years.	Four C. nut trees; 1 house; 1 well = Rs. 900.
8	0·25	1 13 0	..	1	..	....	....	Janmi.
				2	..	Same as item No. 4 (2) ..	Same as item No. 4 (2) ..	Nil.
			1,000 C. nuts.	3	..	Rs. 13 including sundries + interest on kanam of Rs. 12–8–0.	30 years. R. 1943. Rs. 13.	30 C trees; 1 house; 1 well = Rs. 1,500.
9	0·30	2 2 0	..	1	..	....	....	Janmi.
				2	..	Same as item No. 4 (2) ..	Same as item No. 4 (2) ..	Nil.
			1,000 C. nuts	3	..	Rs. 17 including sundries + interest on kanam of Rs. 25.	12 years. R. 140. Rs. 17.	35 C. trees; 1 J. tree; 1 house; 1 well = Rs. 2,500.
10	1·00	7 2 0	...	1	..	....	....	Janmi.
				2	..	Same as item No. 4 (2) ..	Same as item No. 4 (2) ..	Nil.
			3,000 C. nuts.	3	..	Rs. 35 + interest on kanam of Rs. 50.	About 80 years. R. 1942. Rs. 35.	One house; 66 C. nut trees; 4 A. nut plants; 1 well = Rs. 6000.

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11	0·30	2 5 0	..	1	..	....	....	Janmi.
			500 C. nuts.	2	..	Rs. 8 + interest on kanam of Rs. 12–8–0.	25 years. R. 1941. Rs. 8.	24 C. trees; 1 house; 1 well; miscellaneous trees = Rs, 600.
12	1·17	6 15 0	..	1	..	....	....	Janmi. 12 C. trees (old part-bearing) = Rs. 50.
			800 C. nuts.	2	..	Rs. 22 + interest on kanam of Rs. 100.	25 years. R. 1943. Rs. 27.	35 C. trees; 50 C. nut plant; 1 house; 1 well; 2 J. plants = Rs. 1,700.
13	0·80	4 12 0	...	1	..	....	....	Janmi. 14 C. trees (old) = Rs. 70.
				2	..	Rs. 25 + interest on kanam of Rs. 25.	60 years. R. 1940. Rs. 26.	1 house; 1 well; 50 C. trees = Rs. 800.
14	0·42	2 8 0	..	1	..	....	....	Janmi. 7 C. trees = Rs. 70.
				2	..	Rs. 8 including sundries + interest on kanam of Rs. 6–4–0.	30 years. R. 1942. Rs. 8.	30 C. trees = Rs. 300.
15	1·52	5 7 0	..	1	..	....	....	Janmi. 6 C. trees (old) = Rs. 30.
			800 C. nuts.	2	..	Rs. 13 including sundries + interest on kanam of Rs. 25.	50 years. R. 1944. Rs. 13.	1 house; 1 well; 30 C. trees; 1 J. tree = Rs. 1,000.
16	1·16	4 2 0	..	1	..	....	....	Janmi. 3 C. trees = Rs. 15.
			600 C. nuts.	2	..	Rs. 12 including sundries + interest on kanam of Rs. 12–8–0.	40 years. R. 1942. Rs. 12.	32 C trees; 2 J. trees; 1 house; 1 well = Rs. 800.
						(3) *Cheruvannur amsam.*		
	0·25	0 8 0	..	1	..	....	....	Janmi.
				2	..	Rs. 7 including sundries ..	40 years. Not renewed.	20 C. trees; 2 J. trees = Rs. 250.
			650 C. nuts.	3	...	Rs. 13 including sundries.	16 years. R. 8 years ago. Rs. 7–8–0.	1 house; 1 well; 8 C. plant = Rs. 450.

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						CALICUT TALUK—*cont.*		
						(3) *Cheruvannur amsam*—cont.		
	ACS.	RS. A. P.						
2	0·20	0 4 0	..	1	..	....	....	Janmi.
				2	..	Rs. 8 with the lands of No. 2 with 0·80 acre of G. lands from which he gets a rent of Rs. 80.	50 years. R. 20 years ago. Rs. 8.	Nil.
				3	..	Rs. 10 with another paramba of 0·81 acre in his possession.	40 years. R. 1941. Rs. 10.	Nil.
			100 C. nuts.	4	..	Re. 1 including sundries.	25 years. Not renewed.	2 C. trees; 18 C. plants; 4 J. plants; one house = Rs. 600.
3	0·30	1 7 0	600 C. nuts. +1,000 A. nuts.	1	..	....	....	Janmi. 12 C. trees; 1 J. tree = Rs. 120.
				2	..	Rs. 12-8-0 including sundries.	40 years. R. 1943. Rupees 12-8-0.	15 C. trees; 10 C. plants; 15 A. trees; 1 house = Rs. 500.
4	0·32	1 8 0	..	1	..	....	....	Janmi. 12 C. trees; 2 J. trees = Rs. 120.
			500 C. nuts.	2	..	Rs. 8-8-0 including sundries.	40 years. R. 1943. Rs. 8-8-0.	30 C. trees; 20 C. plants; 2 J. trees = Rs. 350.
5	0·48	1 11 0	600 C. nut.	1	..	....	....	Janmi. 10 C. trees; 1 well; 3 J. trees = Rs. 150.
				2	..	Rs. 12-8-0 + interest on kanam of Rs. 20.	30 years R. 1933. Rs. 12-8-0.	1 house; 12 C. nut trees = Rs. 450. Kanam Rs. 20.
6	1·35	6 7 0	2,500 C. nuts + 1,500 A. nuts.	1	..	....	....	Janmi.
				2	..	Rs. 22 + interest on kanam of Rs. 100.	50 years. R. 1932. Rs. 22.	60 C. trees; 2 J. trees; 14 A. trees = Rs. 750.
				3	..	Rs. 100 with another paramba of 1·37 acres in his possession + interest on kanam of Rs. 100.	25 years. R. 1944. Rs. 100.	20 C. plants; 22 A. plants = Rs. 150.
				4	..	Rs. 65 + sundries worth Rs. 10.	4 years. Not renewed.	10 non-bearing C. plants = Rs. 25.
7	1·[illegible]	6 8 0	..	1	..	....	....	Janmi. 6 C. trees; one J. trees = Rs. 60.
				2	..	Rs. 22 + interest on kanam of Rs. 100.	50 years. R. 1932. Rs. 22.	40 C. trees; 12 A. trees; 1 J. tree = Rs 450.
			300 C. nuts. +1,000 A. nuts.	3	..	Rs. 100 with another paramba sub-let to No. 6 (overleaf) measuring 1·35 acres with a rent of Rs. 65.	25 years. R. 1944. Rs. 100.	12 C. plants; 1 house = Rs. 325.
8	1·21	4 5 0	..	1	..	....	....	Janmi. 2 J. trees; 8 C. trees = Rs. 100.
				2	..	Rs. 6-4-0 including sundries.	60 years. Not renewed ..	Kanam of Rs. 6-4-0; 25 C. trees; 8 J. trees; 4 teak trees; 1 well = Rs. 500.
			2,000 C. nuts.	3	..	Rs. 22-8-0 including sundries.	15 years. R. 1944. Rs. 22.	5 C. trees; 30 C. plants; 1 house = Rs. 300; Kanam Rs. 12-8-0.
9	0·25	0 3 0	..	1	..	....	....	Janmi.
				2	..	Rs. 16-8-0 + interest on kanam of Rs. 16-8-0 for 3·45 acres of g. lands of which he is in possession of 1·52 acres and get a rent of Rs. 17 for the lands.	26 years. R. 1942. Rs. 16-8-0.	Nil.
			50 C. nuts.	3	..	Rs. 2-8-0 including sundries + interest on kanam of Rs. 5.	15 years. Not renewed. ..	2 C. trees; 4 C. plants 1 house; 1 well = Rs. 250.
10	0·28	0 3 0	..	1	..	....	....	Janmi.
				2	..	As per item 9 (2)	26 years, R. 1942 Rs. 16-8-0.	Nil.
			300 C. nuts.	3	..	Rs. 4 including sundries + interest on kanam of Rs. 5.	2 years. Not renewed ..	9 C. trees; 2 J. trees; 1 house; 1 well = Rs. 450.
11	0·20	0 2 0	..	1	..	....	....	Janmi.
				2	..	As per item 9 (2)	As per item 9 (2)	Miscellaneous trees = Rs. 20.
			150 C. nuts.	3	..	Rs. 2 + interest on kanam of Rs. 5.	20 years. Not renewed.	6 C. trees; 2 J. trees; 1 well = Rs. 100.

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	ACS.	RS. A. P.						
12	0·13	0 3 0	..	1	..	....	....	Janmi.
				2	..	As per item 9 (2)	As per item 9 (2)	Nil.
			100 C. nuts.	3	..	Re. 1–5–0 including sundries.	13 years. Not renewed ..	1 house; 1 well; 2 C. trees; 8 C. plants=Rs. 350.
13	0·32	0 6 0	..	1	..	....	....	Janmi.
				2	..	As per item 9 (2)	As per item 9 (2)	Miscellaneous trees=Rs. 15.
			400 C. nuts.	3	..	Rs. 4–4–0 including sundries.	16 years. R. 1944. Rs. 4–4–0.	31 C. trees; 12 C. plants; 1 house; 1 well=Rs. 400.
14	0·22	0 4 0	..	1	..	....	....	Janmi.
				2	..	As per item 9 (2)	As per item 9 (2)	Nil.
			60 C. nuts.	3	..	Rs. 1–14–0 including sundries.	15 years. R. 1942. Rs. 1–14–0.	1 house; 6 C. plants; 7 C. trees; 2 J. trees=Rs. 200.
15	0·53	0 10 0	..	1	..	....	....	Janmi.
				2	..	As per item 9 (2)	As per item 9 (2)	Nil.
			250 C. nuts.	3	..	Rs. 4 + interest on kanam of Rs. 5.	24 years. R. 1942. Rs. 4.	4 C. trees; 12 C. plants; 1 house=Rs. 150.
16	0·80	3 12 0	..	1	..	....	....	Janmi. 16 C. nut trees; 4 A. nuts trees=Rs. 170.
			600 C. nuts. 300 A. nuts.	2	..	Rs. 13 including sundries.	50 years. R. 1943. Rs. 13.	1 house; 1 well; 4 J. trees; 7 C. trees; 32 C. plants=Rs. 3,000.
17	0·18	0 7 0	300 C. nuts.	1	..	....	....	Janmi. 3 C. trees; 4 J trees=Rs. 100.
				2	..	Rs. 7 including sundries ..	25 years. R. 1934. .. Rs. 7.	7 C. trees; 22 C. plants; 2 J. trees=Rs. 150.
18	0·56	2 0 0	..	1	..	....	....	Janmi.
				2	..	Rs. 33–1–4 with another 4 acres of g. lands in his possession.	100 years. R. 1944. Rs. 33.	5 C. trees; 1 tank=Rs. 150.
			750 C. nuts.	3	..	Rs. 5 including sundries	35 years. R. 1946. Rs. 5.	20 C. trees; one A; 1 well=Rs. 350.
19	0·25	0 14 0	..	1	..	....	....	Janmi.
				2	..	Rs. 33–1–3 for 4·74 acres of g. lands as shown against item (No. 18).	100 years. R. 1944. Rs. 33–1–3.	5 C. trees; part of an house+well=Rs. 100.
			300 C. nuts.	3	..	Rs. 7 including sundries.	35 years. R. 1932. Rs. 7	10 C. trees; 2 J. trees; part of a house + well =Rs. 200.
20	1·41	5 0 0	..	1	..	....	....	Janmi 45 C. trees=Rs. 450.
				2	..	Rs. 22–4–6 including sundries+interest on kanam of Rs. 62–8–0.	80 years R. 1936. Rs. 22 ..	50 C. trees; 4 J. trees; one house; one well= Rs. 4,000.
						Tiruvengur (*Kurumbranad taluk*).		
1	0·15	0 11 0	..	1	..	....	....	Janmi.
				2	..	Rs. 3 with 26 cents of G. lands in his possession with yield of about 40 C. nuts and one shop building with a rent of Rs. 2.	Holding for about 40 years Not renewed.	2 C. nut trees (one plant) =Rs. 12.
			20 C. nuts, annually.	3	..	Ae. 12 annually ..	Leased 7 years ago. Not renewed.	One house=Rs. 800.
2	0·26	1 4 0	..	1	..	....	....	Janmi.
			40 C. nuts. annually.	2	..	Rs. 3 annually	Holding for about 40 years. Not renewed.	One shop; 12 C. nut plants= Rs. 2,500.
3	1·06	2 8 0	..	1	..	....	....	Janmi. 8 C. nut trees; one well=180.
				2	..	Rs. 4–8–0 including sundries.	Holding for about 30 years. Renewed 8 years ago Rs. 4–8–0.	10 C. nut trees=Rs. 100. Kanam of Rs. 50.
			500 C. nuts.	3	..	Rs. 9–8–0 including sundries.	Purchased in 1947 January for Rs. 1,000.	One house; 75 C. plants= Rs. 2,200 kanam of Rs. 25
4	0·70	4 3 0	..	1	..	....	....	Janmi.
				2	..	Rs. 13+sundries worth Rs. 2.	Holding for about 20 years. Not renewed.	20 C. nut trees; one well= Rs. 250.
			1,000 C. nuts	3	..	Rs. 14+sundries worth Rs. 2.	Holding for 7 years purchased for Rs. 100. Not renewed.	20 C. nut trees; 10 A. trees (plants)=Rs. 200; kanam of Rs. 30.
5	0·46	1 10 0	..	1	..	....	....	Janmi.
				2	..	10 C. nuts+interest on kanam of Rs. 100.	Holding for about 6 years. Not renewed.	Kanam of Rs. 100, 2 C. trees= Rs. 20.
			200 C. nuts.	3	..	Rs. 4–12–0+sundries worth Re. 1.	Purchased 9 years ago. Not renewed.	30 C. trees; 3 J. trees; 6 mango trees; one house; one well=Rs. 1,500.

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Serial number. (1)	Extent. (2)	Assessment. (3)	Approximate gross yield. (4)	*Number of Intermediaries. (5)	For how long he has the lease. (6)	Total rent. (7)	Particulars of renewal fees and year of renewal. (8)	Value of improvements due in each and remarks. (9)
	ACS.	RS. A. P.						
6	0·78	4 10 0	..	1	..	....	....	Janmi. 40 C. trees=Rs. 400.
				2	..	Rs. 31 including sundries ..	Holding for about 17 years. lease. Not renewed.	Nil.
	..	..	1,000 C. nuts.	3	..	Rs. 33 including sundries..	Holding for about 75 years R. 17 yrs. ago, Rs. 33.	One house; 50 C. trees; 1 J tree; one well=Rs. 1,200 kanam of Rs. 16-8-0.
7	0·60	1 14 0	..	1	..	....	....	Janmi.
				2	..	Rs. 16 with 4·02 acres of G. lands from which he gets a rent of Rs. 26 + interest on kanam of Rs. 352-8-0. (Rs. 17-10)	Leased in October 1937. Not renewed.	16 C. nut trees = 160.
			600 C. nuts.	3	..	Rs. 7-8-0 + sundries worth Rs. 2-12-0.	Purchased 2 years ago for Rs. 600, R. 2 years ago, Rs. 7-10-5.	40 bearing C. nut trees; 1 house; 22 C. plants; one. well=Rs. 600 kanam Rs. 3.
8	0·50	1 3 0	..	1	..	....	....	Janmi.
				2	..	Rs. 16 for 4·82 acres of G. lands + interest on kanam of Rs. 352-8-0.	Leased in 1937. Not renewed.	Nil.
			..	3	..	Rs. 3-12-0 + sundries worth Re. 1, kanam of of Re. 1.	Holding for 18 years, R. 1945, Rs. 3-12-0.	48 C. nut trees; 10 J. trees; 4 mango trees=Rs 600.
			400 C. nuts.	4	..	Rs. 13 + sundries worth Rs. 1-4-0.	Leased in November 1945; Lease fee Rs. 13.	1 house = Rs. 100.
9	0·48	1 3 0	..	1	..	....	....	Janmi.
				2	..	Rs. 2 + sundries worth Re. 1.	Holding for about 20 years	Nil.
				3	..	Rs. 7 + sundries worth Rs. 1-8-0.	Holding for about 50 years, R. 1946.	23 C. nut trees; 3 mango trees=Rs. 250.
			700 C. nuts.	4	..	Rs. 13-8-0 + 1-8-0 sundries.	Holding for 40 years 1946 March, Rs. 13.	One house; 1 well; 30 c. nut trees; 3 Mango trees = Rs. 250.
10	0·40	0 15 0	..	1	..	....	....	Janmi.
				2	..	Rs. 16 for 4·82 acres of G. lands including this + interest on kanam of Rs. 352-8-0.	Leased in 1927, R. 1937, Rs. 33-10-0.	Nil.
			400 C. nuts.	3	..	Rs. 1-12-0 sundries worth Rs. 2.	Holding for 30 years R. 1943, Rs. 1-12-0.	30 C. nut trees; 1 H; 1 shop; 3 J. trees = Rs. 700.

11	0·16	0 12 0	..	1	..	....	....	Janmi.
				2	..	As per item 10 (2)	As per item 10 (2) ..	10 C. nut trees = 110.
			200 C. nuts.	3	..	Rs. 4-4-0 + sundries worth Rs. 2.	Holding for 1 year, Rs. 4-4-0.	25 C. plants = Rs. 130, Kanam of Rs. 5.
12	1·16	2 12 0	..	1	..	....	....	Janmi.
				2	..	As per item 10 (2) ..	As per item 10 (2) ..	26 C. nut trees, Rs. 260.
			1,5000 C. nuts.	3	..	Rs. 10-4-0 sundries worth Rs. 2-8-0.	Holding for 30 years, R. 1942, Rs. 10-4-0.	20 C. nut trees, 1 house, 1 well, Rs. 500, kanam of Rs. 10-8-6.
13	0·24	0 10 0	..	1	..	....	....	Janmi.
				2	..	As per item 10 (2) ..	As per item 10 (2) ..	24 C. trees.
			800 C. nuts.	3	..	Rs. 6 + sundries worth Rs. 2.	Holding for 2 years. Not renewed.	1 H; 2 J. trees; 30 C. trees = Rs. 400.
14	0·22 1·22	1 5 0 3 11 0	..	1	..	..	....	Janmi.
				2	..	Interest on kanam of Rs. 100 + asst.	Holding for about 18 years. Not renewed.	3 C. nut trees = Rs. 30.
			300 C. nuts. 60 parakas of paddy.	3	..	30 Paras of paddy + Rs. 3 + interest on kanam of Rs. 62-8-0.	Holding since 1946. Not renewed.	17 C. nuts trees = Rs. 170; 12 C. plants = Rs. 30.
15	0·97	4 10 0	..	1	..	....	....	Janmi. 20 C. trees; 3 J. trees; 20 arecanuts = Rs. 450.
				2	..	Rs. 22-14-0 + interest on kanam of Rs. 100 with item No. 16 from which he gets a rent of Rs. 20.	60 Years, R. 1946, Rs. 23.	100 arecanuts; 75 C. trees and 4 J. trees = Rs. 1,000.
			1,000 C. nuts. + 1,000 A. nuts.	3	..	Rs. 17 + sundries worth Rs. 1-8-0.	2 years. Not renewed ..	40 C. plants, 1 H, 50 A. trees Rs. 300.
16	1·0	4 12 0	..	1	..	....	....	Janmi.
				2	..	As per item 15 (2).. ..	As per item 15 (2) ..	....
			1,500 C. nuts. + 2,000 A. nuts.	3	..	Rs. 20 + sundries worth Rs. 2.	2 years. Not renewed ..	....

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Serial number. (1)	Extent. (2) ACS.	Assessment. (3) Rs. A. P.	Approximate gross yield. (4)	* Number of intermediaries. (5)	For how long he has the lease. (6)	Total rent. (7)	Particulars of renewal fees and year of renewal. (8)	Value of improvements due in each and remarks. (9)
						CHEMANCHERI AMSAM.		
1	0·85	4 1 0	..	1	..	....	....	Janmi.
				2	..	Asst. + interest on othi of Rs. 400 with 0·25 cents of garden lands.	Holding for about 20 years. Not renewed.	53 C. trees; 5 J trees; 7 A. nut trees = Rs. 700.
			100 C. nuts. 500 A. nuts.	3	..	Rs. 21 including sundries..	Holding for 6 years. Not renewed. Lease fee Rs. 2	40 C. plants; 5 A. plants; 1 house; 1 well = Rs. 450.
2	0·25	1 3 0	..	1	..	....	....	Janmi.
				2	..	Same as item 1 (2)	Same as item 1(2) ..	8 C. plants 15, C. trees = Rs. 200.
			100 C. nuts. 2,000 A. nuts.	3	..	Rs. 6 including sundries ..	Holding for 8 years. Not renewed.	20 C. nut plants; 15. A. plants; 1 H; one well = Rs. 250.
3	1·56	5 9 0	..	1	..	....	....	Janmi. 8 C. nut trees = Rs. 8.
				2	..	Rs. 4 + asst. + interest on kanam of Rs. 250 with 10 shop rooms in the land from which they get a rent of Rs. 40.	Holding for about 18 years, R. 1940, Rs. 8.	100 C. nut trees; 1 = Rs. 1,500.
			2,000 C. nuts.	3	..	R. 17-8-0 including sundries.	Holding for about 18 years, Rs. 1940, Rs. 17-8-0.	25 C. nut trees, 1 shop = Rs. 1,000, kanam of Rs. 17-8-0.
4	0·42	2 8 0	..	1	..	....	....	Janmi. 2 C. trees = Rs. 20.
				2	..	Rs. 0-8-0 + asst. + interest on kanam of Rs. 25.	Holding for 50 years. Not renewed.	15 C. nut trees = Rs. 150.
			800 C. nuts.	3	..	Rs. 7-8-0 including sundries.	Holding for 40 years, 1945, Rs. 7-8-0.	1 house; 1 well; 25 C. trees; 5 J. trees = 1,200.
5	1·50	5 6 0	..	1	..	....	....	Janmi. 4 J. trees old = Rs. 50.
				2	..	Rs. 41 with 1¼ acres G. lands from which he gets a rent of Rs. 33.	Holding for about 30 years, R. 1934, Rs. 41.	60 C. trees; 40 C. plants; 4 J. trees = Rs. 800.
			2,500 C. nuts. + 3,000 A. nuts.	3	..	Rs. 38-12-0 + sundries worth Rs. 10 + interest on kanam of Rs. 40.	Holding for 28 years, R. 1934, Rs. 38-12-0.	15 J. trees; 8 C. trees; 90 C. plants; one house; one well; 70 A. trees = Rs 1,300.
6	0·60	2 2 0	..	1	..	....	....	Janmi [illegible] C. nut trees = Rs. 30.
				2	..	Rs. 41 with items 5, 7 and 8 (for 2·74 acres of g. lands of which he gets in all Rs. 71-12-0.)	Same as item 5 (2) ..	30 C. nut trees; 2 J. trees; 15 Arecanut trees = Rs. 500.
			1,000 C. nuts. + 800 A. nuts.	3	..	Rs. 17 including sundries.	Holding for 8 years. Not renewed.	One small hut; 20 C. plants; one well = Rs. 160.
7	0·14	0 8 0	..	1	..	....	....	Janmi.
				2	..	Same as item 6 (2) ..	Same as item 5 (2) ..	16 C. nut trees = Rs. 160.
			750 C. nuts. + 200 A. nuts.	3	..	Rs. 13 + sundries worth Rs. 2.	Holding for 6 years. Not renewed.	1 H; 1 W; 25 C. plants; 4 J trees = Rs. 500.
8	0·50	1 12 0	..	1	..	....	....	Janmi 1 W = Rs. 50.
				2	..	Same as item 6 (2) ..	Same as item 5 (2) ..	Nil.
			1,000 C. nuts. + 1,000 A. nuts.	3	..	Rs. 3 including sundries ..	Holding for 4 years. Not renewed.	50 C. nut trees; 5 J. trees; one H; 10 A. trees = Rs. 700.
9	0·55	3 4 0	..	1	..	....	....	Janmi 1 W; 13 C. trees; 1 J = Rs. 250.
				2	..	Rs. 13 + sundries worth Rs. 1-8-0.	Holding for 10 years. Not renewed.	60 C. nut trees; 4 J.; one H. = Rs. 750.
			1,000 C. nuts.	3	..	Rs. 25 including sundries.	Holding for 30 years. R. 10 years ago Rs. 13.	15 C. plants = Rs. 45.
10	0·25	1 13 0	..	1	..	....	....	Janmi.
				2	..	Re. 0-8-0 + asst. ..	Holding for about 50 years. Not renewed.	4 C. nut trees = Rs. 40.
			500 C. nuts.	3	..	Rs. 4 + sundries worth As. 4.	Holding for 18 years. R. 1945. Rs. 4.	12 C. nut trees; 30 C. plants; 2 J. plants; one house; one well = 900.
11	1·10	5 4 0	..	1	..	....	....	Janmi 30 C. trees = Rs. 300.
				2	..	Rs. 25 with another paramba of about one acre from which they get a rent of Rs. 12 with kanam of Rs. 155.	Holding for 20 years. Not renewed.	Kanam of Rs. 155 for item No. 12 also.
			1,500 C. nuts.	3	..	Rs. 22-1-4 including sundries.	Holing for 6 years. Not renewed.	1 House; 50 C. trees; 25 C. plants = Rs. 900.

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Serial number. (1)	Extent. (2)	Assessment. (3)	Approximate gross yield. (4)	* Number of Intermediaries. (5)	For how long he has the lease. (6)	Total rent. (7)	Particulars of renewal fees and year of renewal. (8)	Value of improvements due in each and remarks. (9)
	ACS.	RS. A. P.						
12	0·94	4 7 0	..	1	..	....	....	Janmi.
				2	..	Same as item 11 (2)	Same as item 11 (2)	Same as item 11 (2).
			1,000 C. nuts.	3	..	Rs. 12 including sundries	10 years. Not renewed	40 C. trees ; 30 C. plants = Rs. 460.
13	9·75	5 6 0	..	1	..	....	..	Janmi.
				2	..	Rs. 10 including sundries	20 years. Not renewed	Nil.
		..	1,200 C. nuts.	3	..	Rs. 20-8-0+sundries Rs. 2.	6 years R. 1942. Rs. 20-8-0	50 C. trees ; 2 J. trees : Mis. trees = Rs. 600.
14	0·13 0·35	0 10 0 1 11 0	..	1	..	....	....	Janmi.
				2	..	Re. 1 + assessment + interest on kanam of Rs. 150.	50 years R. 1940. Rs. 5	10 C. trees = Rs. 20.
			1,000 C. nuts.	3	..	Rs. 18+sundries Rs. 2	30 years R. 1940. Rs. 18.	2 H.; 40 C. trees ; 30 C. plants = Rs. 4,200.
15	0·80	4 15 0	..	1	..	....	....	Janmi.
				2	..	Interest on kanam of Rs. 240 with 0·45 acre in his possession.	40 years. Not renewed	1 H.: 35 C. trees = Rs. 350. Kanam of Rs. 240.
			300 C. nuts.	3	..	Rs. 12-8-0 including sundries.	15 years R. 1943. Rs. 25.	60 C. plants (10 bearing) = Rs. 200.
						Edakolam amsam.		
1 (i)	0·40	2 6 0	..	1	..	....	....	Janmi.
				2	..	....	100 years	Nil.
				3	..	Rs. 6 with 0·63 acre of wet lands in his possession and 0·35 acre of lands from which he gets a rent of Rs. 9.	30 years	Nil.
			1,000 C. nuts.	4	..	Rs. 12+sundries worth Rs. 2 for 2 items together.	25 years	1 house ; 20 C. trees ; 3 J. trees ; one well = Rs. 2,250.
(ii)	0·15 0·35	1 1 0 1 4 0	..	1	..	....	....	Janmi. 5 C. trees = Rs. 5
				2	..	Rs. 3	R. 1944	7 C. trees = Rs. 70.
			[illegible] C. nuts.	3	..	As item 1 (4) [illegible]	R. 1935. Rs. 12	40 C. trees = Rs. 400.

Serial number. (1)	Extent. (2)	Assessment. (3)	Approximate gross yield. (4)	* Number of Intermediaries. (5)	For how long he has the lease. (6)	Total rent. (7)	Particulars of renewal fees and year of renewal. (8)	Value of improvements due in each and remarks. (9)
2	0·35	2 1 0		1	..	....	....	Janmi.
				2	..	....	....	Particulars not noted.
				3	..	Same as in item 1 (3)	....	5 J. trees = Rs. 50.
				4	..	Rs. 9 + sundries Re. 1	4 years R. 1946. Rs. 9	20 C. trees ; 1 J. tree ; 1 house = Rs. 800.
3	0·47	3 6 0	..	1	..	....	....	Janmi.
				2	..	....	100 years R. 2 years ago	22 C. trees ; 7 A. trees 2 J. trees = Rs. 300.
			1,800 C nuts. 1,200 A nuts.	3	..	Rs. 19 including sundries	30 years R. 1946. Rs. 19.	1 house ; 13 C trees ; 1 well = Rs. 700.
4	0·32	1 2 0	..	1	..	....	....	Janmi.
				2	..	Rs. 28 for 1·61 acres of g. lands including this and 1·28 acres of wet lands which are in his possession.	100 years R. 2 years ago. Rs. 28.	8 C trees ; 2 J. trees = Rs. 100.
			1,500 C. nuts. 200 A nuts.	3	..	Rs. 8-8-0 including sundries.	24 years R. 1945. Rs. 8-8-0.	1 house ; 25 C trees ; 8 A. trees = Rs. 600.
5	0·30	1 7 0	..	1	..	....	....	Janmi.
				2	..	Same as in item 4 (2)	Same as in item 4 (2)	2 C. trees = Rs. 20.
			500 C. nuts.	3	..	Rs. 4 including sundries	25 years R. 5 years ago. Rs. 4.	13 C. trees ; 1 house ; 1 W. = Rs. 500.
6	0·50	2 13 0	..	1	..	....	....	Janmi.
				2	..	Rs. 28 for 1·61 acres of g. lands including this plus 1·28 acres of wet lands as shown in Col. (8) of item 4.	100 years R. 1 year ago. Rs. 28.	1 J. tree ; 3 C. trees = Rs. 50.
				3	..	Rs. 5-8-0 + sundries worth Re. 0-8-0.	1 year. Not renewed. Purchased for Rs. 85.	4 C. trees ; 5 A. trees ; 1 J tree = Rs. 60.
				4	..	Rs. 9 + sundries worth Re. 0-8-0.	7 years. Not renewed.	25 C. trees ; 4 C. plants 1 W ; 6 J. trees ; 30 A. trees = Rs. 400.
			800 C. nuts. 1,000 A. nuts.	5	..	Rs. 22 including sundries.	7 years. Not renewed. Leased for Rs. 22.	1 H. ; 1 J. tree = Rs. 200.

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Serial number. (1)	Extent. (2)	Assessment. (3)	Approximate gross yield. (4)	* Number of intermediaries. (5)	For how long he has the lease. (6)	Total rent. (7)	Particulars of renewal fees and year of renewal. (8)	Value of improvements due in each and remarks. (9)
	ACS.	RS. A. P.						
7	0·40	1 7 0	..	1	..	....	....	Janmi.
				2	..	Rs. 28 with 1·61 acres of g. land and 1·28 acres of wet lands in his possession.	100 years R. 10 years ago. Rs. 28.	20 C. trees = Rs. 200.
			500 C. nuts.	3	..	Rs. 6 including sundries ..	8 years. Not renewed. ..	2 J. trees; 3 A trees; 30 C. plants = Rs. 80.
8	0·27	0 10 0	..	1	..	....	....	Janmi.
				2	..	Rs. 15 with another peramba of 0·48 acre in his possession from which he gets about 2,000 C. nuts.	50 years R. 3 years ago. Rs. 15.	Nil.
			200 C. nuts. 200 A. nuts.	3	..	Rs. 6–8–0 + Re. 1 (value of 5 paras of paddy).	30 years R. 1931. Rs. 2–8–0.	25 C. trees; 4 C. plants; 6 A trees = Rs. 300.
9	0·60	4 5 0	..	1	..	....	....	Janmi.
				2	..	Rs. 29 + 75 paras of paddy for 1·82 acres of garden lands and 3·15 acres of wet lands from which he gets a rent of Rs. 56–8–0 + 75 paras of paddy including this item.	100 years R. 1946 ..	60 C. trees; 25 A trees = Rs. 700.
				3	..	Rs. 22–8–0 including sundries.	20 years R. 1946. Rs. 22–8–0.	40 C. trees; 20 A. trees; 8 J. trees; 1 H.; 1 well = Rs. 1,500.
10	0·30	1 7 0	..	1	..	....	....	Janmi. 10 C. nut trees = Rs. 100.
				2	..	Rs. 4 + sundries worth Re. 0–8–0.	15 years. Not renewed. ..	12 C. trees; 3 J. trees = Rs. 150.
			800 C. nuts.	3	..	Rs. 10 including sundries.	12 years. Not renewed ..	1 house; 1 well = Rs. 200.
11	0·70	4 3 0	..	1	..	....	....	Janmi. Part of a house; 16 C. trees = Rs. 200.
				2	..	Rs. 14 including sundries.	15 years R. 8 years ago. Rs. 14.	Part of a house; 8 C. trees = Rs. 300. Kanam of Rs. 100.
			800 C. nuts.	3	..	Rs. 26–2–0 including sundries.	13 years R. 8 years ago. Rs. 26.	Part of a house; 10 C plants; 20 A. plants = Rs. 100.

Perambra amsam.

Serial number. (1)	Extent. (2)	Assessment. (3)	Approximate gross yield. (4)	* Number of intermediaries. (5)	For how long he has the lease. (6)	Total rent. (7)	Particulars of renewal fees and year of renewal. (8)	Value of improvements due in each and remarks. (9)
1	1·90	2 4 0	..	1	..	....	....	Janmi.
				2	..	Re. 1 + assessment ..	Leased 1918. Not renewed.	30 C. trees; 25 A. trees = Rs. 350.
			1,100 C. nuts. 2,000 A nuts.	3	..	Rs. 10–8–0 including sundries.	10 years 1946. Rs. 10–8–0.	1 house; 15 C. plants; 35 A. trees = Rs. 300.
2	1·90	2 4 0	..	1	..	....	....	Janmi.
				2	..	Re. 1 + assessment ..	Leased 1918. Not renewed.	25 C. trees; 30 A. trees = Rs. 350.
			1,200 C. nuts. 2,000 A. nuts.	3	..	Rs. 10 including sundries.	11 years. Not renewed ..	1 house; 30 C. plants; 50 A. plants = Rs. 1,000.
3	2·94	3 8 0	..	1	..	....	....	Janmi.
				2	..	Rs. 12 including sundries.	70 years, R. 1946. Rs. 12.	30 C. trees; 1 house; 50 A. trees = Rs. 600.
4	2·00	4 12 0	..	1	..	....	....	Janmi.
				2	..	Rs. 6 including sundries ..	60 years, R. 1900. Rs. 10.	10 C. trees; 4 A. trees; 4 J. trees = Rs. 80.
			1,800 C. nuts. 4,000 A. nuts.	3	..	Rs. 7 including sundries ..	20 years, R. 1946. Rs. 20.	70 C. trees; 200 A. trees; 1 house = Rs. 1,000.
5	6·52	9 10 0	..	1	..	....	....	Janmi.
				2	..	Re. 1 + assessment ..	40 years, R. 1918. Rs. 15.	Nil.
				3	..	Rs. 2 + assessment ..	40 years, R. 1919. Rs. 25.	130 C. nut trees; 15 A. trees; 30 J. trees; 1 house plus 1 well = Rs. 3,000.
			4,000 C. nuts. 1,600 A. nuts.	4	..	Rs. 100 inclusive of assessment.	6 years. Not renewed ..	18 C. plants; 6 J. trees = Rs. 100.

* *Reference*—
1 = Janmi.
2 = Janmi and one intermediary.
3 = Janmi, one intermediary and one cultivating tenant.
4 = Janmi, two intermediaries and one cultivating tenant.
5 = Janmi, three intermediaries and one cultivating tenant.

Serial number.	Extent.	Assessment.	Approximate gross yield.	* Number of inter-mediaries.	For how long he has the lease.	Total rent.	Particulars of renewal fees and year of renewal.	Value of improvements due in each and remarks.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	ACS.	RS. A. P.						
						Changanath amsam.		
1	6·00	4 1 0	..	1	..	....	....	Janmi. 10 C. trees = Rs. 100.
			400 C. nuts.	2	..	Rs. 12-4-0 including sundries.	16 years. Not renewed ..	10 C. trees; 20 C. plants; 8 J. trees = Rs. 250.
2	1·67	2 0 0	..	1	..	....	....	Janmi.
				2	..	Rs. 12-8-0 including sundries.	25 years. R. 8 years ago. Rs. 2-8-0.	10 C. trees; 20 A. trees = Rs. 250.
			700 C. nuts. 1,000 A. nuts.	3	..	Rs. 5 including sundries ..	15 years. R. 1943. Rs. 5.	1 house; 40 C. trees; 80 A. trees = Rs. 800.
3	1·12	1 5 0	..	1	..	....	....	Janmi.
				2	..	Rs. 1-8-0 including sundries.	30 years. Not renewed ..	Nil.
				3	..	Rs. 3 including sundries ..	15 years. R. 1943. Rs. 3.	20 C. trees; 20 C. plants; 50 A. trees = Rs. 300.
4	2·75	1 8 0	..	1	..	....	....	Janmi.
				2	..	Rs. 2 including sundries ..	15 years. R. 1943. Rs. 2.	Nil.
				3	..	Rs. 3-8-0 including sundries.	5 years. Not renewed.	6 C. trees; 5 J. trees = Rs. 150.
5	3·00	2 0 0	..	1	..	....	....	Janmi.
				2	..	Rs. 2-8-0 including sundries.	20 years. Not renewed ..	15 C. trees = Rs. 150.
			300 C. nuts.	3	..	Rs. 3-8-0 including sundries.	12 years. Not renewed ..	10 C. trees; 15 C. plants; 6 J. plants = Rs. 200.
6	1·49	3 9 0	..	1	..	....	....	Janmi. 80 A. trees; 2 C. trees = Rs. 180.
			800 C. nuts. 2,000 A. nuts.	2	..	Rs. 5-8-0 including assessment and sundries.	35 years. R. 8 years ago. Rs. 5-8-0.	30 C. trees; 20 A. trees; 7 J. trees; 1 house = Rs. 1,000.

* *Reference*—
1 = Janmi.
2 = Janmi and one intermediary.
3 = Janmi, one intermediary and one cultivating tenant.
4 = Janmi, two intermediaries and one cultivating tenant.
5 = Janmi, three intermediaries and one cultivating tenant.

APPENDIX VI.

STATEMENT SHOWING THE NUMBER OF PATTAS OF VARIOUS VALUES HELD IN THE DISTRICT OF MALABAR FOR FASLI 1355.

Classification of holdings.	Single pattas.				Joint pattas.				
	Number of pattas.	Extent of holdings.		Assessment.	Number of pattas.	Number of shareholders.	Extent of holdings.		Assessment.
		Dry.	Wet.				Dry.	Wet.	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
		ACS.	ACS.	RS.			ACS.	ACS.	RS.
Re. 1 and less	87,833	25,766	6,803	92,588	46,237	94,533	21,182	10,226	33,176
Rs. 10 and less but over Re. 1 ..	124,928	135,964	45,905	4,78,477	86,213	218,244	103,513	35,175	3,89,370
Rs. 30 and less but over Rs. 10 ..	34,222	124,589	57,815	4,39,495	28,431	80,733	62,871	39,181	2,87,245
Rs. 50 and less but over Rs. [illegible] ..	[illegible]	72,973	51,576	2,68,227	9,266	19,945	38,645	22,723	1,89,562
Rs. 100 and less but over [illegible] ..	8,2[illegible]	93,831	51,831	3,34,640	6,172	13,807	43,068	23,805	1,88,542
Rs. 250 and less but over Rs. 100 ..	3,247	[illegible]2,154	58,478	5,24,355	1,165	5,111	45,675	19,250	1,69,414
Rs. 500 and less but over Rs. 250 ..	1,131	[illegible],156	41,674	3,27,650	363	1,358	36,868	10,751	1,02,340
Rs. 1,000 and less but over Rs. 500.	489	[illegible],385	32,139	2,52,041	163	308	21,995	5,765	51,432
Over Rs. 1,000	601	[illegible],755	43,389	2,53,390	339	739	15,077	7,000	35,604
Total ..	271,4[illegible]9	[illegible]71,573	389,610	29,70,863	178,349	434,778	388,894	173,876	14,46,6[illegible]