

(1) Number of pages _____

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TAMIL NADU ARCHIVES

GOVERNMENT OF TAMIL NADU

Legislative

DEPARTMENT

G.O. No.	184	Press.
B.P. No.		Mis.
Dated	29. 9. 1886	197- ..

Not to be folded or roughly handled.

29TH SEPTEMBER 1886, No 184, LEGISLATIVE.

GOVERNMENT OF MADRAS.

LEGISLATIVE DEPARTMENT.

READ—the following paper:—

Petition from MANNILEDA MIL KANDAPUNNI, alias VALIA AIR (malikhana holder), of Chittur taluk, Malabar district, to His Excellency the Right Honorable the Governor in Council, Madras, dated Calicut, 20th September 1886.

SHEWETH—That your Excellency's petitioner has heard with concern that the Bill to secure to the tenants of Malabar the market value of their improvements is at the stage of becoming an enactment at no distant date.

2. That your petitioner therefore respectfully begs to make a few observations on the provisions of the Bill, in the hope that they will be taken into consideration before the Bill is allowed to pass into law.

3. No one can be more ready than your petitioner is to secure every possible advantage to the tenantry of Malabar. But such advantage is not to be secured at the sacrifice of the interests of landlords, of whom your petitioner has the honor of being one. It is true that here and there tenants have not been treated with due consideration; but instances of unfair treatment are not so universal or so overwhelmingly numerous as to call for legislative action. As, however, legislative interference has been in a way decided upon, your petitioner begs to draw attention to the points which appear to require amendment, or are not altogether in harmony with the principles of sound legislation.

4. Passing over the defining clauses in section 2, your petitioner begs to remark that an improvement is taken to mean any work which adds to the value of the holding, which is suitable to the holding, and consistent with the purpose for which it was let. It would be far more equitable to make an improvement consist in any work which is executed with the consent of the landlord and which adds to the value of the holding, &c. In any trading company it is a recognised principle that all the partners should be consulted before one of them launches into any undertaking requiring a large outlay of money resulting in doubtful advantage. What is a question of principle in one industry may be held to be applicable to another, when the interests at stake are not those of one individual, but of more than one, and the conditions are identical. A tenant may have it in his power to reduce a landlord to poverty if he is given liberty to make improvements without consulting his landlord. It would therefore be a most fair provision if the improvement can be made and paid upon the consent of the landlord.

5. What may be presumed to be improvements under the clauses (a) to (i) of section 3. And the phrase "unless the contrary is shown" is made to preface the whole. This short phrase throws the burden of proof on the landlord, whereas it ought to be on the tenant in the absence of the definition your petitioner proposes to the definition of "Improvements." It will be to the interest of the tenant to make what is suitable to him, which may nevertheless be utterly unsuitable to the landlord. To take such attitude under color of law to a tenant is to make the Janmi's position vulnerable in whatever way it may be viewed.

6. Works for the storage or supply of water for agricultural or domestic purposes are to be treated as improvements. A tenant holding contiguous lands under more than one landlord may find it economical to have a single channel or dam so constructed as to be serviceable to all his lands held under different Janmis; but it becomes a permanent bone of contention between the landlords when the tenant is

பாதுகாப்பு பிரதி

செப்பனிகுமவர் பெயர்: ரா. சிவாபிசுவம்
செப்பனிகுமவர்காக எடுத்தல் - 11/08 - 2/09
கொள்ளப்பட்ட நாள்.

26/12/09
சுப்பிரகீசும்
முதல் முறிபாள
கையொப்பம்

26/12/09
சுப்பிரகீசும்
2ம் முறிபாள
கையொப்பம்

26/12/09
சுப்பிரகீசும்
உதவியாளர்
கையொப்பம்

evicted by one or all of them. It would therefore be well to insert an additional provision in the clause to the following effect:—

"Provided works of common utility to contiguous lands held under more than one landlord are constructed with the consent of them all expressed in writing."

The necessity for this provision would, of course, disappear if the proposed addition to the definition of Improvement is adopted.

The above remarks apply equally to the other clauses.

7. Clause (h) is open to the objection that it is not understood what may be regarded as useful plants. A few medicinal plants, such as *Ocimum Sanctum*, *Coccinlus Cordi*, may be useful equally with others used as curry stuffs, and how is a fair valuation to be made if the tenant wants to make out that they constitute his life-long labor and care?

8. The latest addition, viz., (i), is a very strange clause. It is unreasonable to expect a landlord to pay compensations for trees which grow spontaneously on his land, as, if anybody is to be benefited by the tree, it is the owner of the land which held its germ, and no more care will be needed than is directly necessary for other trees requiring particular attention.

9. Section 6 contains the principle on which the compensation is to be calculated. This is as it should be; but why not provide a safeguard to the landlord for the depreciation of his holding or any alienation thereof involving him in litigation? Much injury is done to landlords by ambiguous transactions of tenants or their positive neglect. Your petitioner would therefore propose that a provision to the following effect be added:—

"Provided the landlord is compensated for any depreciation of the holding or any transactions involving loss on account of necessary litigation for the redemption of the holding."

10. Clause 2 of section 6 empowers the Governor in Council, in communication with the High Court, to order tables to be prepared showing rates of compensation to be paid in the case of trees and plants. It is not imperative that such tables should be ordered to be prepared. It would be well if the clause is made imperative, and if, before such tables are prepared, a few select landlords in each locality can be required by a general notification to file in each court in whose jurisdiction they reside tables of rates which obtain on their estates.

11. The scope of section 7 is altogether prejudicial to the landlords. It places unlimited liberty in the hands of the tenants to the disadvantage of their Janmis. In fairness to all concerned, it would be well if the force of specific contracts can be left untouched, and if contracting parties in regard to tenures are made to feel that the terms of their contract should be respected.

With these remarks, your petitioner begs to submit this petition, which he trusts will receive due consideration before the Bill is allowed to pass into law.

ORDER—dated 29th September 1886, No. 184, Legislative.

Communicated to the Honorable Members of the Legislative Council.

(True Extract.)

A. G. CARDEW,
Ag. Asst. Secy. to Govt.

To the Honorable Members of the Legislative Council.

Exd. A. Raitt.

3
184
Govt. of 1886 Madras.

LEGISLATIVE.

Issued

Recd.

Encl.

G.O., 29th September 1886, No. 184.

SEPTEMBER.

Malabar Compensation for Tenants Improvements Bill.

Communicating to the Honorable Members of the Legislative Council petition from M. Kanda-punni, *aka* Vella Nair, Calicut, stating, with reference to — which petitioner learns is about to be passed into law, that in several points it requires amendment, viz., (1) that only such works should be held to be improvements which are made with the consent of the landlord; (2) that the burden of proof showing that a work is an improvement should not rest on the landlord but on the tenant; (3) that in section 3, a provision should be introduced, with reference to improvements consisting in works for storage or supply of water, to the effect that such works when contiguous to the lands of other landlords should be constructed only with the consent of all; (4) that the phrase "useful plants" is vague; (5) that a landlord should not have to pay compensation for spontaneous trees; (6) that compensation should be granted to landlords for any depreciation of the holding during the tenancy; (7) that the preparation of the tables of rates referred to in section 6 should be imperative; (8) that section 7 is altogether unfair; and, praying that these remarks may be duly considered before the Bill is passed.

Abstract

States with reference to the Malabar Compensation for tenants Improvements Bill - which petition bears is about to be put into law - that in several points it requires amendment -

- (1) that only such works should be held to be improvements which are executed with the consent of the landlord.
- (2) that the burden of proof showing that a work is an improvement should not rest on the landlord but on the tenant.
- (3) that in section 3 a provision should be introduced, with reference to improvements consisting in works for storage or supply of water, to the effect that such works when contiguous to

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of all

(4) that the phrase "useful
plants" is vague.

(5) that a landlord should
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(6) that compensation should
be granted to landlords
for any depreciation of
the holding during the
tenancy.

(7) that the preparation of the
tables of rates referred to in
section 6 should be imperative.

(8) that section 7 is altogether
unfair.

Prays that these remarks
may be duly considered
before the Bill is passed.

Sep

29/9.

Legislative.

No. 4

INDIA OFFICE;

London, 18th March 1886.

To His Excellency the Right Honourable the Governor General
of India in Council.

MY LORD,

1. I have to acknowledge the receipt of Your
Excellency's dispatch dated the 22nd of January,
No. 6, 1886, transmitting an authentic copy of
the Law notes in the margin, which has been passed
by the Council of the Governor of Madras
for making Rules and Regulations, and to which Your
Excellency has signified your assent.

2. I have to inform you that I have considered
the Act in Council, and that it will be left to its opera-
tion.

I have the honour to be, &c.,

(Signed) Kimberley.

No. 831

Copy forwarded to the Government of Madras.

Legislative Department, in continuation of letter hence, No. 246 dated
the 3rd January 1886.

By Order,

LEGISLATIVE DEPARTMENT;

Shinde, The 17th April 1886. } Secretary to the Government of India.

Legis latine 1886 Sept.

Legis latine

From Govt of India Legis. Dep.
No 831.

By 17th April 1886
R/ 24

W.C.

No. 62

Forwarding copy
of a despatch from the Rt. Hon.
the Secy of State for India
of the Madras Alkharish
L of 1886.

order of April 1886, No. 92

W.C.

25/4

for

6/184

Hon ble

The Governor in Council
MADRAS.

&c.

&c.

The humble Petition of MANNILEDATHIL KANDAPUNNI

alias VALIA NAIR, (malikhana holder) of CALICUT TALUQ,

MALABAR DISTRICT.

SHOWETH.

That your Excellency's Petitioner has heard with concern that the Bill to secure to the tenants of Malabar the market value of their improvements is nearing the stage of becoming an enactment at no distant date.

2. That your Petitioner therefore respectfully begs to make a few observations on the provisions of the Bill in the hope that they will be taken into consideration before the Bill is allowed to pass into law.

3. No one can be more ready than your Petitioner is to secure every possible advantage to the tenantry of this District. But such advantage is not to be secured at the sacrifice of the interests of landlords of whom your Petitioner has the honor of being one. It is true that here and there tenants have not been treated with due consideration; but instances of unfair treatment are not so universal or so overwhelmingly numerous as to call for legislative action. As however legislative interference has been in a way decided upon your Petitioner begs to draw attention to the points which appear to require amendment or are not altogether in harmony with the principles of sound legislation.

4. Passing over the defining clauses in sec 2 your Petitioner begs to remark that an improvement is taken to mean any work which adds to the value of the holding which is suitable to the holding and consistent with the purpose for which it was let. It would be far more equitable to make an improvement consist in any work which is executed with the consent of the landlord and which adds to the value of the holding &c. In any trading company it is a recognised principle that all the partners should be consulted before one of them launches into any undertaking requiring a large outlay of money resulting in doubtful advantage. What is a question of principle in one industry may be held to be applicable to another when the interests at stake are not those of one individual but of more than one and the conditions are identical. A tenant may have it in his power to reduce a

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holding or any transaction involving loss on account of any litigation for redemption of the holding."

10. Clause 2 of Sec. 9 empowers the Governor in Council to communicate with the High Court to order tables to be prepared showing rates of compensation to be paid in the case of trees and plants. It is not imperative that such tables should be ordered to be prepared. It would be well if the clause is made permissive and if, before such tables are prepared, a few select landlords in each locality can be required by a general notification to file in each court in whose jurisdiction they reside tables of rates which obtain on their estates.

11. The scope of Sec. 7 is altogether prejudicial to the landlords. It places unlimited liberty in the hands of the tenants to the disadvantage of their Janmis. In the absence to all concerned it would be well if the force of specific contracts can be left untouched and if contracting parties in regard to tenures are made to feel that the terms of their contract should be respected.

With these remarks your Petitioner begs to submit this petition which he trusts will receive due consideration before the Bill is allowed to pass into law.

And Your Excellency's Petitioner will

Ever Pray,

CALICUT
25 Sep 1886.

Manniledathil Kandapunni
alias Valia Nair. (2210670)

Legislative, 36

M. KANDAPUNNI

CALICUT.

Order. September 1886, No 186

Communicated to the
Honble Members of the
Legislative Council.

TO

H. E. THE RT. HON'BLE.

THE GOVERNOR IN

COUNCIL,

MADRAS.

DATED 20"
DESPATCHED 21st } September 1886
RECEIVED 23

10.3.09

No. 135

To
The Honble Members
of the Legislative Council
dated 7/10/86

ENCLOSURE No.

SUBJECT.

Malabar Tenants Improvements Bill - Offering
Remarks on the -

W. K. K.

8/184

9/19/14



G.O. DATED 29 September 1896
No. 184-

Returned for signature.

[Despatch Abstract.]