[L. 16]
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Legislative (1898) Department.

ORDINARY MS.

G.O., No. 42

DATED 4.7.98.

INDEXED.

22/22

Madras Treasury [Despatch Abstract.]

Recording with remark proceedings Revenue Department forwarding for distribution to the members of the Select Committee on the _____, the remarks of the District Collectors on the Bill

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

Legislative (1898) Department.

CURRENT No.

From

The Revenue Department

Order 42 87 4 7 98

Recorded

2 The copies of printed remarks will be distributed to the members of the Select committee accordingly.

Dated 1/4/98

Received

Registered

Enclosures

Spare copies

To the Revenue Dept (9 to)
" " Select Committee on the Madras Vaccancy Bill with copies of printed remarks (1 to)

5 7 98
8 7

Note

Copies to the members of the Committee of law have been furnished at this morning at the meeting. Copies will be forwarded to the others

Hon. Pandit Baleigarain Mudr. Hon. Khan Bahadur Hon. Raja of Bobbili, & Hon. Rustom Sethna [illegible] by post.

The first proofs will be printed in a slip for the Gazette & then in a bound book.

Memo to R.D. for copies 200 of which for Mundle 2/7

Clk 2/7

SUBJECT.

forwarding printed copies of the remarks of the Revenue Department and other officers on the Madras Local Boards Act Amendment Bill to Members of Select Committee

Recd 4/4/98 Copies sent to Mundle 5/4/98

BACK PAPERS.

G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.

READ—again the following G.O., No. 211, Revenue, dated 19th April 1898:—

Order—No. 211, Revenue, dated 19th April 1898.

Miscellaneous.

The revised Bill to amend the law relating to landlord and tenant in the Presidency of Madras will be referred to the Honourable the Judges of the High Court, the Board of Revenue and the Collectors of all districts for favour of very early remarks.

(True Extract.)

(Signed) G. S. FORBES,
Ag. Secretary to Government.

To the Honourable the Judges of the High Court, through the Judicial Department,
„ the Board of Revenue (Land Revenue),
„ all Collectors,
} with Bill and Statement of Objects and Reasons.

READ—again the following G.O., No. 2095, Revenue, dated 16th May 1898.

Order—No. 2095, Revenue, dated 16th May 1898.

The revised Bill to amend the law relating to landlord and tenant in the Presidency of Madras will be referred to—

Mr. L. Moore, I.C.S.,
„ S. Russell „
„ W. J. Tate „ and
„ E. C. Rawson, I.C.S.,

for favour of very early remarks.

(True Extract.)

(Signed) G. S. FORBES,
Ag. Secretary to Government.

To L. Moore, Esq., I.C.S., District and Sessions Judge, Bellary.
„ S. Russell „ „ „ „ Madura.
„ W. J. Tate „ „ „ „ Salem.
„ E. C. Rawson, Esq., I.C.S., „ Vizagapatam.

READ—the following letter from J. N. ATKINSON, Esq., Acting Collector of Madras, to the Secretary to Government, Revenue Department, dated Madras, 28th April 1898, D. No. 902:—

In reply to G.O., No. 211, Revenue, dated 19th instant, I have the honour to report that, as the Bill specially excludes the Presidency town from its operation, I presume that it does not affect this district and that therefore I am not called upon to offer any remarks on it.

READ—the following letter from F. C. PARSONS, Esq., I.C.S., Acting Collector of Malabar, to the Secretary to Government, Revenue Department, dated Calicut, 29th April 1898, No. 822-Rev. :—

With reference to G.O., No. 211, Revenue, dated 19th April 1898, I have the honour to state that I have no remarks to offer on the Madras Tenancy Bill therein referred to which is not intended to apply to this district.

READ—the following letter from W. J. H. LEFANU, Esq., Collector of Salem, to the Secretary to Government, Revenue Department, dated Salem, 10th May 1898, No. 2010 :—

With reference to G.O., No. 211, Revenue, dated 19th April 1898, referring for remarks the revised Bill to amend the law relating to landlord and tenant in the Presidency of Madras, I have the honour to submit the following remarks.

2. Under section 8 of the Bill, a person who, for period of twelve years before the commencement of the Act, has continuously held, as a ryot, land situated in any village, whether under lease or otherwise, is to be deemed on the expiration of that period to have a right of occupancy in the land. In this district there are several cases of whole inam villages in which the land itself was granted as Inam, and in such case the inamdars have a right to the soil also, and the tenants are only tenants-at-will. In such whole inam villages there may be numerous cases of tenants having been holding land for more than twelve years (as tenants-at-will) and, if the Bill be passed into law as it stands, these tenants would at once acquire a right of occupancy in the land, a right that they do not at present possess. This will extinguish the right of occupancy now possessed by the inamdars. There is no objection to the section being allowed to have prospective effect, *i.e.*, to a person holding land in a village for more than twelve years after the Act comes into force being an occupancy ryot, but if the section be allowed to have retrospective effect, it would be subversive of the right to the soil now possessed by the inamdars.

READ—the following letter from MAHOMED RAZA KHAN, Esq., Acting Collector of Kurnool, to the Secretary to Government, Revenue Department, dated Kurnool, 12th May 1898, Dis. No. 1847-Genl. :—

Adverting to G.O., No. 211, Revenue, dated 19th April 1898, I have the honour to state that I find the revised Bill to amend the law relating to land-lord and tenant in this Presidency to be a great improvement on the existing enactment, Act VIII of 1865, and that its well-considered provisions remedy all the drawbacks of the Act, it is to supersede. I have no further remarks to offer on the Bill.

READ—the following letter from D. W. G. COWIE, Esq., I.C.S., Acting Collector of the Nilgiris, to the Secretary to Government, Revenue Department, dated Ootacamund, 27th May 1898, Dis. No. 1303 :—

With reference to G.O., No. 211, Revenue, dated 19th ultimo, I have the honour to state that the provisions of the draft Bill, which accompanied the above reference, appear to me to be what are required and suitable, and that I have no remarks to make.

READ—the following letter from J. A. CUMMING, Esq., Acting Collector of Coimbatore, to the Secretary to Government, Revenue Department, dated Coimbatore, 27th May 1898, Dis. No. 1536-Rev. :—

In reply to G.O., No. 211, Revenue, dated 19th April 1898, I have the honour to offer the following remarks on the draft Tenancy Bill.

2. *Sections* 17 *and* 25.—One of the grounds for suing for enhancement or reduction of rent is a rise or fall in the average local prices of staple food crops. One of the first fruits of the Act will probably be to flood us with suits under these two sections. They are most useful in their way, but I think a limit should be set to their scope and I would add "exceeding 10 per cent." after "rise" and "fall" in these two sections. Knowing how ready the ryot is to spend Rs. 10 in litigation to make Re. 1, I think he should be protected against himself and prevented from bringing suits where the variation has been small. I suggest 10 per cent., but it may well be that this is too low.

I notice Salem, Madura and Tinnevelly are excluded from the operation of this clause. The reason for this is not given in the Statement of Objects and Reasons, but I presume it is because in these districts the rents have not been fixed with reference to the outturn of grain.

I presume "Zamindari division" in sub-section (*a*) refers to a Deputy Tahsildar's division.

3. *Section* 18.—It is not quite apparent why the enhancement should be only in the ratio of $\frac{2}{3}$ of the rise in prices. If the previous rent was a fair one at the time it was fixed (as must be presumed), all reasonable allowances were made, and there is no reason for making a further deduction.

4. *Section* 20.—An irrigation work affects many ryots. The proviso reads as if it meant that the enhancement on any one ryot shall not exceed the total to be paid by the proprietor. For "sum" I think "proportionate amount" should be substituted.

5. *Section* 25 (*d*).—It is not apparent what "1st May 1871" occurring in this and one or two other sections refers to and no light is thrown on it in the Statement of Objects and Reasons.

6. *Section* 28.—I submit for consideration whether a minimum should not be prescribed, excess or deficiency under which should not be regarded as entitling to enhancement or reduction.

7. *Section* 34.—In sub-section (*c*), seven years is taken as the period entitling a non-occupancy ryot to better treatment. This is apparently an arbitrary period, and it seems to me six years is far more appropriate as being half of the period necessary to acquire occupancy right.

8. *Section* 36 (2) *and* (4).—No provision is made for levy of process-fees. Such agreements will be served by process peons.

(7).—I cannot see why the ryot should be liable to ejectment after holding continuously for twelve years and when his rent has been fixed as a fair one. This provision seems to be opposed to one of the objects of the Bill—to facilitate the acquisition of the occupancy right.

9. *Section* 41 (2) is a most useful provision to meet a common difficulty in suits—the ryot urging he was granted remission, but having nothing to show for it.

10. *Sections* 46—49 are very useful, but will probably lead to a very considerable increase of work in zamindari taluks in the maintenance of deposit registers. I presume the fee under section 46 (3) will be fixed high enough to prevent abuse of the sections.

11. *Section* 54 is a provision that every officer trying rent suits will be thankful for. Nothing is more vague and unsatisfactory than the evidence usually put forward regarding tender of patta.

12. *Chapter VIII* will impose a very considerable amount of work on the Revenue department, but this has apparently been recognised, as sections 150 and 174 authorise Government to appoint additional officers.

13. *Section* 109.—Apparently one year's rental will be the maximum cost of repairs that the ryots repairing the tank can recover. Surely this is not going far enough. We have constantly to spend more than this on minor irrigation works, and unless the section is amplified, it will deny the benefit of repairs to those who have most need of them. I consider that the total cost of repairs should be limited to so many years rental and power given to spread the recovery over so many years.

14. *Section* 123 (4) will be of service to the ryot, but no provision is made for recovery of the cost of service, though it will be made by a process peon.

15. *Section* 154.—Attention is constantly being called to accumulations of arrears of rent suits and recently the Board of Revenue pointed out that such suits are intended to be tried summarily and should not, as a rule, remain on file more than a month. It is the experience of every officer that this is a difficult result to achieve as excuses are constantly put forward for not being ready and for adjourning in order to produce a document, witness or the like. The terms of section 53: "The summons shall require the defendant to appear at the Collector's office on the day fixed, bringing with him, subject to all just exceptions, any documents which the plaintiff may desire to inspect and all documents which the defendant may wish to produce in his defence, as well as his witnesses, should they be willing to appear without issue of processes. The defendant shall not be allowed to produce any documents except at the first hearing of the suit, unless he shall show cause to the Collector's satisfaction for their admission afterwards", and section 61 of Act VIII of 1865 do not find a place in the Bill, and I think it is essential they should in order to point out clearly the summary nature of such suits and to give the Court authority to deal with recalcitrant and dilatory parties.

16. *Schedule II.*—The list of suits does not seem to be complete, *e.g.*, suit under section 79 is not mentioned.

17. These remarks are necessarily of a sketchy nature. My Divisional-officers complain the time is too short to enable them to favour me with their views, and it is difficult for a district official to find time to digest a Bill so complicated in its nature and introducing so many changes.

———

Read—the following letter from L. M. WYNCH, Esq., I.C.S., Acting Collector of South Arcot, to the Acting Under Secretary to Government, Revenue Department, dated, Camp, Tiruvannallur, 26th May 1898, No. 723-Ver.:—

With reference to G.O., No. 211, Revenue, dated 19th April 1898, and in reply to your memorandum, No. 46, dated 14th May 1898, I have the honour to submit the following observations on the Bill to amend the law relating to landlord and tenant:—

Section 3 (7) (*c*) empowers the landlord to recover cesses, fees or charges payable, with the rent of land according to law or usage having the force of law.

In the Kistna zamindaries, the landlords have recovered in this way fees and meerahs payable by the ryots to village artisans and village servants, and the decisions of the courts in rent suits have recognised this usage. The fees and meerahs so levied, however, seldom reached the hands of the artisans and village servants on whose account they were ostensibly collected, and the settlement of claims thereto was a troublesome business when an estate came under the control of the Court of Wards. Superior village servants and artisans who held lands sometimes set off meerahs due to them against rent due by them, but the poorer and more ignorant classes, such as barbers and washermen, could not do this, and the ryots as a body used to complain that they practically had to pay for the services of such village servants twice over.

Section 13 *of Act III of* 1895 would, I imagine, be applicable, but people of the classes referred to are unlikely to have recourse to that remedy against a zamindar. The grievance is a genuine one amongst village servants and artisans in the Kistna estates, and I would suggest, as a possible remedy, forfeiture of the right to collect such fees and meerahs with the rent on proof to the Collector's satisfaction that the same were not duly and punctually disbursed to the village servants and artisans for whom they were nominally collected.

Section 3 (8).—"Holding" is defined, but the term "revenue field" occurring in section 126 is not.

Chapter III.—Some provision seems to be required to determine the rent payable by an occupancy ryot for land newly taken up by him. Sections 28 *et seq* seem to contemplate only the case of alteration of rent in respect of alteration in area discovered in land for which some rent is already being paid.

What we should call "Sivoyjama" cultivation gave rise to frequent dispute between tenants and landlord in the Kistna. The tenants claimed the right to cultivate at rate of rent on adjoining lands, the landlord claimed the right to impose enhanced rent on the ground that the occupation was unauthorized. The prompt disposal of "Darkast" is difficult to ensure even in Government villages, needless to say promptitude and method in disposal are conspicuous by their absence in zamindaris and extension of cultivation proceeds for the most part by way of unauthorized occupation. The difficulty would, I think, be met by the insertion of a section declaring that the rent payable by an occupancy ryot for land newly taken up by him should be payable at the rate paid for neighbouring land of similar description and quality. The landlord's interest might be protected by the addition of a clause to section 17 permitting enhancement of rent on the ground that the ryot occupied the land without permission and that the occupation was objectionable. The landlord should, I think, be given some means of protecting his tank-beds, channels, roads, paths and village sites from encroachment.

New occupation and encroachment by non-occupancy ryots might be disposed of under section 32.

Section 25.—Some explanation for the selection of the date, 1st May 1871, occurring here and elsewhere in the Act will doubtless be forthcoming during the debates in Council.

Section 43.—The provisions of this section hardly seem to be sufficient safeguard against the practice prevalent in the estates in the Northern Circars of crediting payments made by tenants to old outstanding arrears, the recovery of which through the courts was timebarred. Under the Contract Act of course a creditor is entitled to credit money paid as he pleases unless restrained by specific directions of the debtor. The ryots are beginning to learn wisdom by experience and I have seen payments made by money order in which full directions were given as to kist for which payments were made, but the mass of tenants are still at the mercy of curnams. This pernicious system of keeping old arrears on the accounts leads to another evil, which is this that when a tenant absconds or dies without heirs and another tenant is let in to his land the incoming tenant is made or induced to burden himself with the defaulter's old arrears. I would suggest that any agreement made by an incoming tenant accepting responsibility for outstanding arrears on lands to which he is admitted, be made invalid under chapter XII, and that under section 43 every tenant should be entitled to have payments made by him credited in the first instance to current year's rent.

Section 45.—In the Kistna zamindaris rents were, I believe, largely collected by men called Samatdars (corresponding to our Revenue Inspectors), but under this section the practice would apparently be illegal.

Sections 95, *et seq.*—A question might arise here as to the rate of rent at which a purchaser took land bought at auction. Presumably the purchaser could claim to hold at the rental payable by the last occupant, but the point is not quite clear.

Section 123.—The prior consent of the landlord being made a condition precedent to the surrender by a ryot of a portion of his holding is likely to be productive of hardship in the not uncommon instance of an occupancy ryot offering a competition rent for a particular plot of land surrendered, say, by another ryot or perhaps forming part of the home farm (Khambattam) lands. It frequently happens in these cases that no definite period is fixed and the tenant finds after a year or two that he cannot go on paying the rent, the landlord refuses to allow him to surrender the land in question and the tenant's only way of escape would be by the surrender of his entire holding.

The plan of leasing out land by auction to the highest bidder is common in the case of Khambattam lands and of lands thrown on the landlord's hands by relinquishment or death of a tenant without heirs.

My experience of the existing relations between landlord and tenant has been derived entirely from the zamindari estates of the Kistna district and the foregoing remarks are based on my recollection of the grievances which the ryots used to bring to my court, or which I had to enquire into and settle as Agent of the Court of Wards in charge of estates of minor proprietors. The present Bill seems to me to provide

adequate and satisfactory remedies for most of the disabilities which the tenants laboured under and to afford protection against rack-renting and oppression, while at the same time the landlord's interests are sufficiently protected.

READ—the following Proceedings from the Board of Revenue (Land Revenue), No. 122, dated 25th May 1898:—

FULL BOARD.

Read—Government Order, No. 211, Revenue, dated 19th April 1898.

ABSTRACT.—Referring to certain officers and departments, for favour of very early remarks, the revised Bill to amend the law relating to landlord and tenant in the Presidency of Madras.

Resolution—No. 122, dated 25th May 1898.

The Board assumes from the wording of the reference that the Government does not expect it to submit a detailed criticism of Mr. Ross' draft Tenancy Bill; for it would not be possible to subject the Bill to criticism, which would be in any sense exhaustive, at a "very early" date. To enable the Board to do that, the opinions of Collectors, Divisional officers, and other experienced officials would require to be placed before it. And even more indispensable than these would be the views of those who are to be affected by the proposed legislation. The Board would suggest that the Bill should be widely circulated in original, as well as translation, by Zamindari Deputy Tahsildars, and others, among landlords and tenants with the intimation that petitions and other representations on the subject will receive consideration by Government in the Legislative Department if submitted before a date to be publicly notified. The changes proposed in the Bill are far-reaching, and it is hardly possible for even the best informed revenue official to foresee with certainty how they will work, without the assistance last indicated. They are of an intensely grave character in more than one particular. The danger of embittering relations which it is the object of the Government to improve, and of inducing a flood of ruinous litigation cannot be lightly contemplated. These and similar considerations appear to the Board to call for the exhibition of the most extreme caution on the part of the Legislature.

2. While, therefore, the Board is not in a position to scrutinize the Bill in detail, it has no hesitation in giving expression to its cordial approval of the main provisions of the proposed enactment. There are, however, several points of considerable, though perhaps not of prime, importance, regarding which the Board entertains doubts, and would desire to withhold a final opinion. The most prominent of these are the following:—

(1) The definition of "estate" in section 3 includes inam villages of all descriptions, and section 145 does not appear to provide for the exercise by an inamdar of discretion to deal at his pleasure with lands in respect of which he himself possessed the occupancy right at the time when the inam was originally granted. The Board observes that this case was explicitly dealt with in section 145 of the Bill circulated in 1892, which refers expressly to "lands held by tenants of inamdars who possess occupancy right independent of the inam grant."

(2) The provisions relating to the enhancement and reduction of rent; these call for the most careful scrutiny and cannot be adequately considered without the aid of full information as to the feeling which they evoke among the population which will be affected by their introduction.

(3) The rules for the commutation of rent payable in kind; these provide for an operation of great delicacy and difficulty, the precise effect of which cannot be foretold with certainty, and the execution of which may cast upon Collectors as a body a mass of additional work with which they cannot hope to cope, even with the aid of special

appointments under section 150. While section 27 contemplates a change of stupendous magnitude, it puts it in the power of every Collector to render the section nugatory. It will manifestly be open to the Collector under sub-section (2) to urge the prevailing ancient custom of *varam* rents as a reason for holding an application for commutation to be unreasonable. If the *District* Collector does so, there is no appeal.

(4) Section 36, which is designed to facilitate the acquisition by non-occupancy ryots of the personal status of an occupancy ryot, appears not unlikely to work adversely to the tenant. For, under sub-section (7), the tenant is liable to ejectment immediately on the expiration of the twelve years' tenancy which invests him with the status of an occupancy ryot. In other words, as soon as he has acquired occupancy rights, he may be deprived of his holding, and will have no opportunity of exercising his new privileges unless the proprietor consents to his taking up a fresh holding. With a proprietor unfavourably disposed to him, the tenant would thus have either to migrate to another village or go without land altogether; his occupancy rights would be an incubus rather than a benefit. Before quitting this subject, the Board notes that in the old Bill [section 47 (7)] the tenant, who had agreed to pay an enhanced rent determined by the Court, was specially *protected against ejectment* at the expiry of the term of five years for which he was entitled to hold at the enhanced rent, *if during that term he had acquired a right of occupancy.*

(5) The object of section 37 requires to be more fully set out; it is not clear whether it is intended to secure the interests of the landlord or to protect the tenant from indebtedness. Nor is it made as plain as it might be that the rights of a non-occupancy ryot can devolve by inheritance or bequest or are subject to a sub-division such as that contemplated by section 126.

(6) The general provisions regarding rates of rent (sections 39 and 40) are not as full and explicit as the Board would desire; they contain no reference to the cardinal principle that rents should be regulated according to the *customary* rates prevailing in the locality.

(7) The expression "revenue field",* as applied to the case of an estate, appears to require modification or definition. The Board doubts the assumption that *all* estate villages are divided into, and leased out by, "revenue fields."

* Section 126, proviso.

(8) The provisions of section 149 appear open to objection on the ground that they afford an undesirable opening for the extension of the proprietor's private lands. Apart from the fact that under clause (*a*) of sub-section (1) the proprietor will acquire special rights over land which may not have been in his occupation for more than three years, the provisions of the Bill relating to the surrender, abandonment and transfer of occupancy rights will give him additional facilities for indefinitely extending the area upon which he can prevent occupancy rights from accruing.

(9) The Board entertains doubt as to whether the Bill sets out the powers left to the Civil Courts with sufficient clearness.

3. In addition to the matters set out in the preceding paragraph, the Board offers for the consideration of the Select Committee a few criticisms of minor importance—

(*a*) *Section* 3 (3), *line* 35.—After the words "holding land" it appears necessary to insert "in an estate," as otherwise public officers holding ryotwari land in attachment for arrears of revenue would fall within the definition of proprietor.

(*b*) *Section* 6.—The village limit laid down in this section may operate so as to prevent an occupancy ryot from obtaining fresh land in his village. The Board is aware that the proposal to make the *estate*, and not the *village*, the local area was considered and negatived in Bengal. The Select Committee will no doubt have access to papers showing whether the adoption of the village limit has in fact given rise to the difficulty apprehended by the Board.

(*c*) *Section* 9, *line* 25.—The Board is not aware of the existence of any local customs prohibiting a ryot from felling the trees on his land, but in some estates the proprietors have succeeded in securing the insertion in the pattas of a condition, reserving to themselves all rights in the trees and their produce.

A contract of this nature would presumably be invalidated by section 162 (3) (*b*), if made after the passing of the Bill, but it is not clear whether the express mention of "custom" in section 9 is intended to render such contracts null and void whether entered into before or after the passing of the Bill.

(*d*) *Section* 14, *line* 22.—"Devolve" would seem a better word than "descend"; the right to inherit may ascend to the earlier generation.

(*e*) *Section* 17, *line* 43.—The words "the taluk or zamindari division" appear to require amplification by the addition of the clause "in which the holding is situate."

(*f*) *Section* 18 (*e*), *line* 51.—For "any local area," the Board would read "the taluk or zamindari division aforesaid."

(*g*) *Sections* 17 *and* 25.—The exclusion of the districts of Salem, Madura and Tinnevelly will not be understood by many, and should have been explained in the Statement of Objects and Reasons.

(*h*) *Section* 25 (*c*), *line* 3.—The expression "temporary cause" is very vague, and, if practicable, should be replaced by something more definite.

(*i*) *Section* 45.—The Board doubts whether the word "landlord" should not be replaced by "proprietor." It surely cannot be intended that the village headman should be made the receiver of the rent payable by the under-tenants of Government pattadars or of every petty ryot. Paragraph 21 of the Statement of Objects and Reasons refers merely to the "proprietor."

(*j*) *Section* 51 (5).—The action to be taken by the Civil Court on receiving a reference should be explicitly stated.

(*k*) *Section* 52 (2).—Should it not be expressly laid down that rent-in-kind should be delivered to the landlord at the threshing-floor?

(*l*) *Section* 52 (4), *line* 7.—It is not clear by whom the Bill contemplates that the appraisement referred to will be made.

(*m*) *Section* 53.—Where a proprietor and his tenants are on bad terms, the usual difficulty is for the former to describe with substantial correctness (by boundaries or otherwise) the plots which constitute the tenant's holding. It is doubtful whether the proviso will meet this difficulty. The patta should hold good where it is wrong on points especially within the knowledge of the tenant, if the tenant has declined to state the manner in which he asserts it ought to be corrected.

(*n*) *Section* 70, *line* 40.—The Board would omit the words "of rank."

(*o*) *Section* 71, *line* 55.—The Board would substitute "defaulter" for "owner."

(*p*) *Section* 72 (1).—A reference to the case dealt with in section 81 (2) appears called for.

(*q*) *Section* 72 (2).—Should not the costs be declared to be a charge against the defaulter as in section 71?

(*r*) *Section* 75.—For "the necessary precautions" the Board would read "all reasonable precautions." It is not made clear whether the Collector's order is to be enforced against the distrainer, as if the amount ordered to be made good were an arrear of revenue.

(*s*) *Section* 97, *line* 54.—For "shall," read "will."

(*t*) *Section* 113, *Explanation*.—If the wording of the Bill be construed strictly, the tax on trees referred to in this section is distinct from the rent of trees mentioned in section 3 (7). It would appear desirable to indicate more plainly the precise nature of the tax declared illegal.

(*u*) *Schedule I*.—The form of receipt for rent would be improved by opening out additional columns to show the total amount of rent due and the balance due after the payment referred to in the receipt.

4. In conclusion, the Board desires to submit that the criticisms offered in the foregoing paragraphs are made with considerable diffidence, not only because they are the fruit of an insufficient study of the Bill, but also because the Board has not had the advantage of access to a detailed statement of the objects and reasons of the proposed enactment and has no information as to how the many provisions taken from the Bengal Tenancy Act have worked in that Presidency. In accordance with the usual practice the published Statement of Objects and Reasons deals merely with the

main features of the measure, and the reasons which have led to the insertion of many less important provisions have consequently not as yet been made public. Much of the criticism now tentatively offered will no doubt admit of a satisfactory reply.

(True Copy and Extract.)

(Signed) LIONEL DAVIDSON,
Acting Secretary.

To the Secretary to Government, Revenue Department.

READ—the following letter from E. B. ELWIN, Esq., I.C.S., Acting Collector of Ganjám, to the Secretary to Government, Revenue Department, Madras, dated Camp, Berhampore, 31st May 1898, Dis. No. 1128-Ver.:—

With reference to G.O., No. 211, Revenue, dated 19th April 1898, I have the honour to make the following remarks on the revised Tenancy Bill:—

Section 1.—The Bill will extend to the Agency tracts of this district if the wording of section 1 remains as it is. These tracts should, in my opinion, be excluded as a whole from the operation of the bill, which might be extended to parts of them by subsequent notification, if thought advisable.

Section 3.—The definition of "signed" appears to exclude the "mark" of an illiterate person, who under section 55 will have to get his muchilika signed by a duly authorized person. This, in my opinion, may lead to difficulties without corresponding advantage. I would omit this definition, in which case the definition in Madras General Clauses Act I of 1891 would apply.

Section 10.—"Fair and equitable rate" might be defined as a rate "which leaves to the ryot enough to reimburse him for the cost of labour and cultivation together with a fair farming profit" (*vide* page cclii of the appendix to Dewan Bahadur Srinivasa Raghava Iyengar's Memorandum).

Section 24 (1).—In accordance with the opinion of the Famine Commission of 1880 expressed in paragraph 26 of part II of its report, I would suggest that fifteen years is too short a period for again enhancing rent on the ground of a rise in prices. Revision on this ground is very necessary, but I think the period should rather be 30 years—the period fixed in Madras for revision of ryotwari rents. This would give a feeling of much greater security and stability to the occupancy ryot.

Section 27 (3).—For the word "sum" there might be substituted "fair and equitable amount."

Section 32.—The words "fair and equitable" might be inserted before "rent."

Section 39.—I would suggest the addition of a proviso, "Provided that the rent contracted for is a fair and equitable rent as explained in section 10 of this Bill."

Section 41 (2).—As an inducement to landlords to postpone demand in times of distress, I would allow them interest not exceeding one anna in the rupee or $6\frac{1}{4}$ per cent. The idea of formally postponing demand is so novel to the ordinary landlord that this clause is likely to be a dead letter if interest is not allowed. The ryot will also probably value the concession more if he has to pay something for it.

Section 58.—I think that the same privilege should be allowed to the tenant as to the proprietor in section 54, viz., the right to serve a demand for a putiah by filing it in the office of the Collector. My own experience shows that the fact of "demand" is frequently contested in suits by proprietors, and that it is often difficult for a tenant to obtain access to the proprietor in order to express his demand.

Section 63.—I would add another proviso, "Provided that the necessary implements of husbandry and one pair of ploughing cattle for each tenant shall always be exempt from distraint for arrears." This concession has been allowed in Board's Standing Order No. 106, to Government ryots, and it is a primary object of this Bill to raise the status of zemindari ryots to that of Government ryots. The proviso would be extremely valuable in times of distress.

Section 64.—No provision is made in the Bill for the necessity of serving a demand notice before proceeding to distraint. This is provided for in section 15 of Act VIII of 1865, but has been omitted in the present Bill. I think this is a great mistake, as most ryots regard distraint as a disgrace and try to pay up at the last moment on receiving a demand. The Bill should provide for service of demand notice, as does the Act now in force.

Section 65.—The Bill allows the landlord 48 hours for forwarding copy of the distraint notice to the Collector, while the present Act allows 10 days, which is usually understood to mean that the notice must be received by the Collector within 10 days. Forty-eight hours appears quite sufficient time for the landlord to despatch the notice, but the difficulty will be to ascertain whether it was so despatched. I think it would be better to provide that the notice must be received at the Collector's head-quartes within so many days as may seem advisable—say 7 days.

Section 97.—It would be well for the notice of sale also to specify the amount of rent due on the land annually and the proportion due for the remainder of the revenue year.

Section 98.—The Collector should be empowered to consider in the event of a suit under this section whether the ryot's failure to pay rent is due to causes beyond his control, *e.g.*, failure of crops from want of rain or from inundation—*Vide* paragraph 28 of part II of the report of the Famine Commission of 1880.

Section 105 (1).—This would tend to obliterate the ryot's occupancy rights, which would be the great aim of many landlords. The mere fact of the landlord's bidding would probably in many cases prevent other ryots from bidding at all. I would suggest either that the landlord be not allowed to bid, or that, if he purchase the occupancy right, he be forbidden to convert the land into his private land.

Section 130.—Before issuing the warrant, the Collector should send notice to the defaulter to show cause why it should not be issued. This would enable the Collector to decide whether there were special reasons for extending the period of 15 days, as provided in section 131.

Section 146.—A provision may be added, by which the proprietor may be obliged to furnish to the Collector a statement showing the description, extent, and other particulars, of all his private lands at any given time.

Section 149 (1).—I would suggest that three years is much too short a period and that twelve years should be substituted.

Section 167 (1).—"The tenant's property" should be substituted for "the produce of a tenant's holding" in clause (*a*), and "property" for "produce" in clause (*b*). The landlord's powers of distraint are more extensive than those given in the Bengal Tenancy Act, which fact has apparently been overlooked.

General.—The Bill as a whole will be a great boon and blessing to zamindari tenants in this district, while it will also strengthen the position of the landlord in many respects. I have asked the Agents of the Rajas of Parlákimedi and Kallikota to furnish me with any remarks they may have to make on the Bill. Mr. W. Taylor, the Agent at Parlákimedi, has gone to England; but Mr. Preston, Agent to the Raja of Kallikota and Attagada, has prepared a printed memorandum of which Government has already received copies direct. The estate represented by Mr. Preston belongs to an enlightened Zamindar who has had the sense to keep on good terms with his ryots and to protect them from his own farmers or mustazars. The estate was under the Court of Wards for some years, and the minor Zamindar was trained in the way he should go. Under these circumstances it is only fair to look upon Kallikota estate as an exceptional case. It is clear from Mr. Preston's own remarks that, if great care were not taken, the system of mustazars would be subject to great abuses. In other estates it is well known as a weapon of great oppression. In Kallikota itself, I understand that the ryots frequently bid up to a good deal higher figure than that represented by half the produce in order to avoid the exactions of the mustazar. The Agent naturally prefers "giving the ryots every opportunity of taking the villages themselves" if they will bid more. In cases where "the mustazar takes the village by the express wish of the ryots," it is not unlikely that this is due to collusion between

the ryots and mustazar. There are, moreover, extremely few zemindars who will take the trouble to consult the wishes of the ryots, most preferring to deal with the mustazar. Mr. Preston thinks that the promoters of this Bill have gone too far in assuming that the ryots are aggrieved parties. This is of course his point of view as Agent of a well-managed estate. Were he a revenue officer of over 7 years' experience in a zemindari district like myself, he would have a very different tale to tell of rack-rented ryots driven into the clutches of the greedy money lender and would regard this Bill as "the shadow of a great rock in a weary land."

READ—the following letter from E. L. R. THORNTON, Esq., I.C.S., Acting Collector of Cuddapah, to the Secretary to Government, Revenue Department, Madras, dated Camp, Kadiri, 31st May 1898, Ref. on C. No. 485-B. and G.:—

With reference to G.O., No. 211, Revenue, dated 19th April 1898, I have the honour to offer the following remarks on the revised bill to amend the law relating to landlord and tenant in this Presidency:—

(1) It is not clear why clause (*a*) should not have effect in Madura. I had considerable experience of suits under the Rent Act when Head-Assistant in Ramnad, and I do not not understand why there should be this exception to what seems a very reasonable proposal.

Page 7, section 17, explanation line 12.

(2) A practice obtains in the Sivaganga zemindari of charging what is called "Sarásari" on nunjah cultivated with vámpayir or garden crops. "Sarásari" means the average money rent struck by taking the proportion between the vámpayir cultivated lands and the other lands in the village. Thus, if there are 10 acres of nunjah, and one acre is cultivated with vámpayir, the rent of the vámpayir, assuming that 9 acres of paddy realises Rs. 9, will be 1 rupee. As a matter of fact though, while measuring the vámpayir cultivated land, the zemindari authorities take the measurements entered in accounts for the paddy cultivated land, and if, as is probable, the vámpayir land, though entered as one acre, measures $1\frac{1}{4}$ acres, Rs. 1-4-0 will be charged as "Sarásari." Remeasurement under the new Act will possibly remedy this, but in the meanwhile, I think the zemindary people should be obliged to take either the recorded or actual measurements in both cases. They contend on the other hand that while vámpayir cultivation is far more profitable than paddy, it entirely drains the resources of the land, and makes it useless for 2 or 3 years. For this and other reasons, I certainly consider that when a proprietor applies to have varam commuted to a money rent, the application should always be granted. Custom has too long proved a rigid mistress, and in a case where, as far as I can see, no possible hardship can occur to the ryot, while great simplification will be introduced into collection, there appears to be no reason why, because varum has been *customary*, money rents shall be refused, if the proprietor—the party most interested—applies for the introduction. Personally, I should like to see the change made compulsory, and if rents were equitably redistributed every five years, every one would be the gainer. In any case, I think section 27 (4) should be somewhat modified, or at all events, if this be not approved, that the word "reasonable" (page 10, line 46) should be more clearly defined.

Page 10, section 27.

3. As in the case of Government villages, an allowance of ten per cent. may be made in charging additional rent or reducing the existing rent to cover inaccuracies of measurement. The provision made in clause 2 (*d*) seems to be for difference of measure, and not for inaccuracy of measurement.

Page 12, section 30.

4. Presumably, as the word "may" is used, the Collector is not bound to make a reference to the Board. As the legal authorities are frequently conflicting, and I understand there is no appeal from the

Page 13, line 23.

District Collector's decision, I think it will be advisable to make a reference compulsory on the application of either party, and to that end, I would suggest the omission of the word "either" after the word "may," line (24), and the introduction of the word "shall" before words "on the application of any of the parties" (line 24).

5. No provision is made for the institution of an enquiry into the right of the person claiming payment of the amount in deposit, though according to the explanation to clause 3, section 3, the proprietor, in the case of dispute, is to be taken as the person recognised and registered by the Collector as senior joint owner. The words "After due enquiry" may be inserted after "appearing to him" in line 5.

Page 20, section 49, clause 1.

6. Section 65 does not prescribe that a notice of distraint shall be signed when copy is delivered to the defaulter. I have known cases where the tenant pleaded that service was irregular because the notice was not signed, and it is obvious that the necessity to obtain the defaulter's signature is a great safe-guard to a tenant, as there can be no doubt, even as it is, that an unscrupulous landlord often proves he has affixed a notice on the land, when he really has never done so. I would suggest, therefore, that the following be added after "refers," line 31—"when personal service is made, the defaulter or some adult male member of his family shall sign the notice in token of service."

Page 25, line 21.

7. It would seem desirable to add a saving clause about Government dues, if any, on the land after the word "encumbrance." There may be items of revenue due to Government from the zemindari ryots, such as water-rate, which may have to be recovered under the Revenue Recovery Act II of 1864. Under section 2 of the latter Act, the land, the buildings upon it and its products shall be regarded as the security of the public revenue. Reading this section with clause 2 of section 17, which, as the Government Pleader observed (*vide* Board's Proceedings, No. 261, dated 18th July 1896, Land Revenue), would seem to be somewhat contradictory, it would appear that at least in cases where Government is the first to distrain the property, it should have prior claim to the property. It is advisable, therefore, that whatever is decided, it should be perfectly clear what exactly Government can proceed against, apart from "other moveables."

Page 33, section 99.

8. The construction of a house for dwelling purposes is proposed in the Bill to be treated as an authorised improvement of land even in the case of a non-occupancy ryot. Land built on in this way cannot be used for purposes of cultivation, and the proposal would appear to conflict with the provision in clause 4, section 3, wherein a ryot is defined as a person who has a right to hold land for the purpose of agriculture, horticulture or grazing. If the clause stands as it is, the non-occupancy ryots may build a whole village in their holdings, and thus indirectly acquire a permanent footing, for, the land being no longer useful for cultivation, the proprietor will have less chances of securing tenants for the houses. It is most undesirable on other grounds also, such as police and sanitation, to permit such building of scattered houses. We do not allow it on Government land outside village-site, and there seems no reason why an exception should be made in favour of tenants in proprietary estates.

Page 40, section 117 (1).

9. I take it that the Act only deals with survey undertaken at the request of the proprietors. If not, it seems a hardship that proprietors should have to pay when Government makes a survey for its own purposes. Madras Act IV of 1897 lays down that the expenses of survey undertaken otherwise than on the application of the proprietor, should be borne by Government, unless otherwise prescribed by any law for the time being in force. Section 154 (2) of the Bill may be similarly amplified.

Pages, 46 to 50, chapter IX.

10. As under Madras Act IV of 1897, it seems preferable to prescribe that the cost of survey undertaken on the request of the proprietor shall be recoverable from him as an arrear of land revenue, and that he may recover the cost apportioned to the lands from the tenants as if it were an arrear of rent.

10-A under section 144.

11. The Board recently laid down on a reference from the North Arcot Collector that first hearings for framing issues were objectionable under Act VIII of 1865. There is no distinct provision in the new Act, and page 53, lines 9, 10 and 11 makes it not clear whether one or two hearings are intended. I would suggest that, in the procedure, rules enumerated in section 154, the following additions might be embodied :—

Page 53, section 154.

(1) For suits to obtain or compel the acceptance of pattas, there shall, as a rule, be only one hearing.

Note.—Section 40 of the new Act having provided that, as a general rule, the pattas of previous years are to be upheld, disputes about pattas should be disposed of in future in a very summary way.

(2) For other suits, there shall be a first hearing for the framing of issues. This shall be fixed, as a rule, within a fortnight of the filling of the plaint, and any plaintiff not filing a plaint copy and process-fees for defendant will be non-suited. A list of witnesses and process-fees must be filed within 24 hours of the framing of issues, and judgment will be given against any party not filing such list and fees within the prescribed time. [I am also of opinion that no adjournment should be given nor warrant issued in case of the non-attendance of witnesses. If approved, a provision to this effect may be added].

Note.—I am in favour of two hearings for the following reasons :—

(*a*) The framing of issues really renders procedure for more summary since all irrelevant matter is once and for all shut out, and if parties were kept to the issues, the suits may generally be very quickly disposed of at the second hearings, while their pleaders are ready with rulings and evidence on all material points.

(*b*) The procedure is a great relief to the witnesses. When there is no first hearing, both sides are certain to summon a whole host of witnesses, who will probably be never required, or who, if they do depose, know nothing relevant to the case. Then, not only is the time of the officers wasted, but considerable hardship is experienced by the witnesses who are dragged from their agricultural operations, may be, to the farthest corner of the division to follow the Divisional-officers' peripatetic court, only to find their evidence is not required. I may observe that, as Head Assistant in Madura, I cleared off a very heavy pendency of summary suits by the adoption of this procedure which, I am certain, is rally the most summary.

12. I presume that, in the case of a suit for rent before a Collector, section (155), the third person is to institute a suit before the Collector. It is not, however, quite clear whether a suit in a Civil Court is intended, and I would suggest that the words "before the Collector" or "in the Civil Court," as the case may be, added after the word "plaintiff" in page 54, line 20.

Page 54, section 155, line 10.

13. I may perhaps venture in conclusion to endorse the Honourable Mr. Crole's remarks in Council as to the admirable drafting of the Bill. There can be no doubt the new proposals will bring about much needed reform in the hitherto complicate system of land tenure prevailing in this Presidency. The new Bill leaves no class unbenefited. The tenants have secured to them after a reasonable period an occupancy right which should encourage them to emulate the peasant-proprietors of Switzerland, in their efforts to improve the soil. Landlords, though the increased right secured to the tenants may, in some measure, modify their position as grands seigneurs, cannot but welcome the repeal by section 53 of the extraordinary disability, which has hitherto debarred them from recovering their just rent, whenever some flaw

has been allowed to creep into the tendered patta; and last, but by no means least, the hard-worked Divisional-officers will hail with delight the simplification introduced into the hearing of patta suits by the very equitable and reasonable provision of section 40.

READ—the following letter from W. B. AYLING, Esq., Acting Collector of South Canara, to the Secretary to Government, Revenue Department, dated Mangalore, 4th June 1898, Dis. No. 594-Ver.:—

In reply to G.O., No. 211, Revenue, dated 19th April 1898, I have the honour to offer the following remarks on the new Tenancy Bill.

2. I write with the greatest diffidence, my acquaintance with the somewhat peculiar conditions of this district being of the most recent, but I would invite attention to the case of the "Mulgeni" tenants, the circumstances of which tenancy are described at pages 130 and 131 of the District Manual (volume I). These Mulgeni tenants appear to hold under a perpetual lease on a fixed rent and possess in some cases full, and in others restricted powers of disposing of their tenancy right which has an ascertainable, and in many cases, a large saleable value. Yet in the classification of tenants given in section 4 of the Bill, they would come under the head of "under tenants," as they do not hold under "proprietors." The result is that there is no provision for the attachment of the occupancy right (or what is closely analogous to it), which they undoubtedly possess and they are liable to summary ejectment under section 130, although the saleable value of their tenancy might be sufficient to pay the arrears several times over. Under the present Act, section 41 protects them from ejectment, as long as they have saleable interest unsold. It seems to me that the case of these Mulgeni tenants calls for special treatment.

3. Under section 38 of the Bill, an under tenant is liable to eviction on the expiry of his lease, or of the revenue year, as the case may be, even although he may not be in arrears, but there is no provision in the Bill under which the landlord can procure an ejectment order. Is it intended that he should go to the Civil Courts?

4 The same section fixes the end of the revenue year as the time of ending a tenancy where there is no written lease. By "revenue" year I understand "fasli" year. I am informed that a more suitable time as far as this district is concerned would be March 31st. Tenants are usually changed at Vishu which falls in the middle of April, and preparations for cultivation begin immediately. Rents are usually payable in March. If the time of eviction is put at the end of June, it will be very difficult for the landlord to secure a fresh tenant, similar difficulties may be experienced in other districts, and I submit it would be well to empower His Excellency the Governor in Council to fix the revenue year for each district for the purpose of this section.

5. *Section* 45.—I think the term "landlord" in this section must be a mistake for "proprietor." There are obvious objections to charging a Government monegar with the duty of collecting rents due to Government ryots by their under tenants.

READ—the following letter from W. O. HORNE, Esq., Ag. Collector of Vizagapatam, to the Secretary to Government, Revenue Department, dated 1st June 1898, R. C. No. 694 B. and G.:—

Referring to G.O., No. 211, Revenue, dated 19th April 1898, I have the honour to submit my remarks on the revised Tenancy Bill.

2. The provisions of the Bill seem to me to be well suited to the present conditions of the zamindari estates and I do not consider that there will be much difficulty in working it. It remedies the most patent defects in the present rent law and raises all deserving and important ryots in proprietary estates to the level of Government ryots without at the same time unnecessarily infringing the rights of the proprietors. The provisions for securing an occupancy right to permanent ryots and the distinction between occupancy and non-occupancy ryots and under tenants seem to me well conceived and the powers of proprietors to enhance rents have been clearly defined. The provisions of chapter VIII "repair of irrigation works" coupled with the right given to ryots to apply for reduction of rent will have the effect, much needed in this

district, of stimulating all proprietors to restore their irrigation works, many of which, and notably in some of the largest and richest estates are disgracefully neglected. In connection with the reduction of rent I may say, however, that there exists among zamindari ryots an extraordinary ignorance of the provisions and safe-guards even of Act VIII of 1865, under which in some large estates, there is hardly even a suit, and it will certainly be an appreciable time before the present Act gets sufficiently known to be made much use of by the tenants.

3. The following points require elucidation or provision:—

Chapter I, section 3 (2).—I presume that the declaration of a village referred to is that under Acts II of 1894 or III of 1895, and I do not clearly understand what declaration "for the purposes of this Act" only is intended.

Chapter I, section 3 (4).—It is not clear when has a tenant the *right* to bring land under cultivation?

Chapter I, section 3 (9).—In the definition of signed "mark" is not included. Most of the ryots cannot sign their names.

Chapter III, section 8 (1).—The word "continuously" requires to be made clearer. Do breaks of less than a "revenue year" count against the ryot? I presume not. For instance, if an occupancy ryot gives up his holding in a village and next week exchanges patta and muchilka for another holding in the same village, does he preserve his occupancy right, or is the interval between his relinquishment of the old land and his taking up of the new, fatal to this right?

Chapter IV, section 36 (7).—Reads as if a non-occupancy ryot, after 12 years continuous holding, be can ejected. This seems to be directly contradictory to section 8 (1).

Chapter VII, section 92.—My Head Assistant Collector suggests that the words "until the arrear has been demanded from the defaulter (unless he has absconded), and his property has been proceeded against under this Act" be substituted for "until the arrear has been demanded from the defaulter, unless the defaulter has absconded." This seems more equitable.

Chapter VIII, section 113 (2)—*Explanation.*—Tax on trees, except topes, is of recent origin, but is uncommon. Its abolition will entail reduction of demand in several estates in this district.

Chapter XI, section 153.—It is desirable to allow columns for names, &c., of plaintiff and defendant.

Chapter XIV, section 168 (1).—There is no provision enabling the ryot's agent to act for him.

READ—the following letter from BANNATYNE MACLEOD, Esq., M.A., Barrister-at-Law, Collector of Anantapur, to the Secretary to Government, Revenue Department, dated 10th June 1898, Dis. No. 2012:—

Adverting to G.O., No. 211, dated 19th April 1898, calling for remarks on the Tenancy Bill now before the Legislative Council, I have the honour to submit, in original, the report R.C. No. 669, dated 3rd June 1898, received from M.R.Ry. Rao Bahadur M. Arumugam Pillai Avergal, Head-quarter Deputy Collector, Anantapur, and my permanent Sheristadar, and to state that I have nothing to add.

ENCLOSURE.

From M.R.Ry. Rao Bahadur M. ARUMUGAM PILLAI Avergal, Head-quarter Deputy Collector, Anantapur, to the Collector of Anantapur, dated 3rd June 1898, R.C. No. 669.

With reference to your N. Ref. on B. and G. No. 347, dated 25th May 1898, I have the honour to submit my remarks on the Tenancy Bill now before the Legislative Council.

I. Creation of occupancy rights.

2. At present there are only two classes of tenants—those that have occupancy right and those that have not and are ordinarily known as tenants-at-will. The provisions of the present Bill in this respect are therefore unnecessary for the former and must, if at all, benefit only the latter class of tenants. My experience in the southern districts is that except in the

villages where the proprietor combines in him both the rights of the proprietor and the tenant that is both the melvaram and kudivaram right a tenant who takes up a land for cultivation from the proprietor is given a patta as any other occupancy tenant and becomes *ipso facto* an occupancy tenant, as is the case with persons acquiring lands in Government villages. This enables the tenant to reclaim the land and render it fit for cultivation without the fear of being ejected summarily. Under the provisions of the present Bill, such a tenant should, however, before acquiring the right of occupancy, attain to the status of a permanent ryot of the village, and for that purpose, should continue to cultivate the land in the village for twelve years consecutively and escape all the casualties that may betake him in the interval or at any rate for seven years either through his indiscretion or the arrogance of the proprietor. It is, no doubt, provided in the Bill that the non-occupancy ryots should not be ejected from their holdings except upon the grounds mentioned in section 34 and that even in cases where they are so ejected, they would be paid compensation for the improvements made by them (*vide* section 120). But the reason stated in clause C of section 34 makes it that a non-occupancy tenant shall be liable to be ejected from his holding on the ground that his lease has expired when such lease is registered; or where he has not been in occupation of the land for seven years, on the ground that his last lease has expired.

3. Noble minded and sympathetic proprietors do not require laws to guide them, but the petty unscrupulous class of proprietors of whom there are many will always take care to see that a registered lease is taken from the tenant or that the lease granted is made terminable before the statutory period of seven years is over. A period of seven years is quite ample for any person to find out whether it will not be profitable for him to have a land for himself rather than give it to a tenant and make him an occupancy ryot with all the incidents due thereto. A ryot, moreover, considers his land as his kith and kin and no amount of compensation will be adequate if the ejectment was against his will and not due to any default on his part.

4. A proprietor of an estate has not *ipso facto* occupancy right for all the lands in his estate so as to deprive the residents of his village of their customary right to occupy lands for cultivation and hence any resident villager must, as is now done, be presumed to acquire the right of occupancy in the land, the moment he enters upon it for purposes of cultivation. The only thing necessary will be for the Government to frame rules to regulate the disposal of lands by the proprietors to their villagers, as is done in the matter of darkhasts in Government villages.

5. The statutory creation of the occupancy right after twelve years' holding may be of benefit to the tenant if it will help him to acquire occupancy rights even where the entire interests of the proprietor and the tenant are united in one person. This he cannot, however, do (*vide* section 13 of the Bill) as the occupancy right ceases to exist the moment the union takes place. Thus the whole thing now comes to this; that the ryot cannot get what he could not get now and that what he could now get immediately he will have to wait for twelve years to get.

6. Considering that, as an incident of possessing occupancy right, a ryot has to pay a fair rent for all the land in his holding whether cultivated or not, the imposition of occupancy right upon a ryot by the operation of land without his consent, cannot always be to his benefit.

7. I have come across cases in this district where the tenants have quietly allowed the occupancy right to be usurped by the proprietors and yet feel happy over the matter. In the case of lands of which the soil is inferior or in villages where the monsoons are irregular or the irrigation is uncertain, the lands are often left waste or are cultivated in alternate years, or once in three years. The absence of occupancy right helps the ryots to have waste or to take up fresh lands without burdening themselves with the rents of other lands which they held in the previous year. There is nothing iniquitous in this seeing that they get no remission from their proprietors. Thus ryots may wish to have occupancy rights in some lands and be only tenants-at-will in respect of others. This they cannot do if the occupancy right is inherent in the personal status of the ryot and not in the land he holds. In my humble opinion it will be well to legislate upon the existing lines, namely, that a tenant acquires occupancy right in a land as a necessary consequence of his formally taking it up for cultivation when no one else has such right in such land already and when such right already existed that it devolves on a person under the ordinary law of prescription. If, however, it be thought necessary to retain the provisions in the Bill, I would suggest that clause C of section 34 be omitted and that the devolution of the occupancy right be made subject to the consent of the ryot.

II. Incidence of occupancy right.

8. Here again in section 10, it is provided that an occupancy ryot shall pay rent for his holding at fair and equitable rates. Considerations of equity may change with the change in the circumstances of the country and though it is but fair that under certain circumstances the rates of rent also should change, yet in the case of rents already fixed in perpetuity, the change should not be allowed whether it is the proprietor or the tenant that benefits by the change. Hence a proviso should be added to exclude rents already fixed in perpetuity.

III.—Enhancement of Rent.

9. Amongst the grounds taken to justify an enhancement of rent on holdings paying money rents, the rise in the average local prices of staple food-grains is one. This is a regular windfall of fortune to the proprietor who may, the moment the Bill is passed into law, see that the rentals of his estate are increased by a large percentage without incurring any additional expenditure of even a pie. To make matters equitable, it is provided under the head "Reduction of rent" that a ryot may claim reduction on the ground of a fall in the prices of staple food-grains. In the present circumstances of the country, the ryot can never hope to realise the benefit of this provision, which is only ornamental. It no doubt stands to reason that a proprietor, whose money-rent represents a share of the crops in the land, should benefit by the increase in the prices along with the tenant who raises the crop, provided the considerations that must govern the relationship of landlord and tenant are philosophically maintained. Here the proprietors are merely middlemen between the Government and the ryot, and do not in the slightest degree possess the responsibility of the landlord except collecting the dues on the lands. The ryots holding lands under them are shown no consideration whatever on account of vicissitudes of season as the Government, the paramount proprietor, shows to its own tenants in the ryotwari villages. It may be said that the proprietor is not allowed remission by Government to enable him to allow the same in his turn to the ryots; but the Government has settled matters with him in perpetuity and in consequence gave him large abatement in the payments to be made by him, while it allowed no proportionate or even less abatement in the payment to be made by the ryots to the proprietor. In the result these ryots, though subjects of the same sovereign, receive different treatment from their fellows in the Government villages, and in these days of recurring famine and bad harvests which generally precede and sometimes follow such famine, are made to pay in money the stipulated rent without abatement of any kind irrespective of what their lands really yield. Loss of crop, combined with a payment in money during famine years when money cannot be had easily, means a loss to the ryot of his share of the crop for three years not to speak of his other losses in the shape of cattle, &c.; and if seasons of short crop are added to the above, the loss to the ryot in every ten years, to put moderately, will be his share of crop for five years. In these circumstances, I do not see the justice or equity for the enhancement of rent by a proprietor unless his landlord—the Government—claims from him an additional revenue in his estate on the score of the increase in prices.

10. If enhancement on this ground be, however, thought justifiable, I would suggest that the following facts should also be taken into account in determining the amount to be decreed as enhancement:—

(1) Increased cost of cultivation.
(2) Absence of remission.
(3) General diminution of outturn.
(4) The labour spent by the ryot to render the land fit for cultivation.

11. *Reduction of Rent.*—Under this head the ryot is allowed to claim a reduction of rent on the ground that the irrigation source of the land has completely failed. The word "completely" takes away any benefit which it is intended that the ryot should derive. As a matter of fact, every one knows in what bad state the irrigation sources in the proprietary villages are. The duty of keeping them in proper repair is the proprietors', and if they fail in that duty, the ryots must be given protection as the Government does in its own villages. I consider that the section should be so modified as to enable the ryots to claim reduction of rent even temporarily when the supply in the irrigation source becomes insufficient on account of its bad state of repair. This is nothing but equitable.

IV.—Commutation of Rent.

12. I consider that in proprietary villages, where the ryots do not get remission and are not shown other considerations as in Government villages, the most equitable thing is to pay rent in kind, which means that the ryots as well as the proprietors fare equally either in prosperity or in adversity. If a ryot, however, even against his own interest, leaves his land waste with the evil intention of entailing loss on the proprietor, the latter has a remedy in suit for damages. This sort of self-ruining is, however, a matter of rare occurrence. It is therefore manifestly unjust that a money-rent is imposed upon the proprietor or the ryot without his consent. The hardship of such a change will be felt more keenly by a ryot than by a proprietor, as the former has to make his payments according to stipulated kistbandy to the latter whether at that time his crop has been harvested or not and whether the conditions of the market are such as to obtain a fair price for his grain or not. The proprietor, though he has to pay his kists, is always a rich person and has large credits to enable him to pay his dues in time. I therefore consider that a commutation of rent should be allowed only when both parties desire it.

V.—Non-occupancy Right.

13. Under the existing law, a proprietor can enforce his own terms only in respect of immemorial waste lands and lands relinquished or bought in. Under section 32 of the Bill, he is given the power, not with reference to the nature of the land, but with reference to the status

of the ryot. I consider that this is an added misfortune to the ryot. The provision regarding his ejectment as per section 34, clauses (*d*) and (*e*), and section 36, clause 7, on the ground of the ryot refusing to agree to an enhancement of rent even after twelve years is very hard and should, I think, be omitted. The provision in section 37, preventing a non-occupancy ryot from transferring his right in the holding to another person, though such right may have a saleable value taken along with the other provisions of the Bill, reduces him to the mere position of a slave. Even the position of an under-tenant, as described in the Bill, is much better than that of the non-occupancy ryot, as there is no restriction placed on the former in the matter of the transfer of his right during the continuance of his lease. For these and the reasons stated in paragraphs 2 to 7 above, I consider that the whole of this chapter should be expunged, as they do not suit the conditions of this Presidency.

VI.—Arrears of Rent.

14. Section 41, clause 2, gives the proprietor the option to postpone demand in times of distress by a declaration, such declaration operating as an agreement as to the time when payment is to be made. This is, no doubt, a wholesome provision; but the proprietor should not be allowed to do so except with the consent of his ryot, as otherwise he will be in a position to allow the arrears to accumulate and then to deprive the ryots of their lands at a time when they find it difficult to discharge the accumulated debt.

VII.—Deposit of Rent.

15. I consider that the working of provisions of sections 46 to 49 will entail enormous labour on the already-overworked Revenue officers, notwithstanding that additional establishments are given. The conditions of the Revenue officers of the Bengal, where there is no ryotwari system, are quite different from those of the Madras Presidency. The Postal Money Order system, any improvement of which is desirable, may admirably be adopted to this purpose by slight additions to the present rules.

VIII.—Recovery of Rent.

16. A clause is added to section 53, which provides that, when proceedings are taken by a proprietor on a patta which is not entirely but substantially correct, such proceedings shall be valid to the extent that such patta is correct. I believe this provision is not to be found in the Bengal Tenancy Act, but has been taken from the Amendment Bill which the Hon'ble Mr. Bashiam Iyengar introduced into the Council some months back. The provision is said to be necessary for the protection of the proprietor, but I submit with great respect that this protection is not only not called for, but is a direct incentive to oppress the ryots where oppression and not fair play is intended.

17. The Bill provides ample protection to the landlord by giving him the power to bring a suit against his tenant to enforce acceptance of his patta. In this suit it will be decided whether the patta tendered is a proper one, and if not proper, it will not be rejected but amended and imposed upon the tenant rather compulsorily (*vide* section 60). Again, if a question arises as to the amount of the rent or the conditions of the tenancy, it is presumable by section 40 that they were the same as in the preceding year. Thus, if a proprietor once ascertains that his patta is a correct one, he may always be sure of its acceptance by his ryot and in case of refusal to accept, to obtain his rent by distraint notwithstanding any suit that the ryot may bring against him. If, on the other hand, the proprietor wishes to saddle the ryot with any other condition against his will, the ryot will certainly be within his rights to refuse to abide by that condition, however unimportant it may be. What appears unimportant to-day may develop into a serious matter in course of time, and if the matter be really unimportant, I do not see why the proprietor should be allowed to persist in its retention unless it is legal. I have come across lots of pattas in which the tenants are saddled with conditions like the following :—

> Carrying the village god for so many days during festivals.
> Removing the grain from the field to the granary of the proprietor.
> Rendering private services to the proprietor on certain occasions, and so on.

If a patta containing some such conditions are imposed upon the ryot, what is the remedy that the Act allows? The rent will be all right, and the condition is an unimportant one so far as the recovery of the rent is concerned. If a proprietor takes upon himself the responsibility of imposing such a condition before he obtains legal sanction for its insertion, he must only take the risk. A tenant is not allowed by the Act to accept, when tendered, a patta only in respect of some of its conditions and to refuse to accept it in respect of others. He must accept it in its entirety or not accept it at all. Such being the case in any proceeding which is based upon such a patta, it must either wholly stand or wholly fail. The power of distraint is the most arbitrary power given to any private individual and requires to be carefully guarded against abuse. The right to exercise this power accrues to the proprietor, the moment he tenders a patta however bad and irregular it may prove to be later on. It is not even necessary that the patta should be accepted, but a mere tender which includes a mere showing

of the patta is sufficient. Thus the arbitrary character of the power is rendered more arbitrary in its exercise. Imagine the hard case of a person whose food and property is distrained and forcibly taken away! This power itself is a sharp weapon in the hands of unscrupulous proprietors who combine in them wealth and influence to oppress their tenants and whose aim is oppressive for various motives. Even at the risk of losing their rents, many proprietors resort to this method simply to impoverish the tenant and ruin him gradually. Supposing that the tenant gains in the end by a suit, he gains absolutely nothing by way of compensation for all his troubles and losses. In the case of tenants who are distasteful to them, the proprietors punish them and render them beggars by constant litigation. If proprietors do not resort to arbitrary distraints, it is because of their fear of losing their rent. The new clause does away even with this little safeguard, and hereafter the proprietors can be sure of getting their dues and may worry their tenants with impunity. A more unfortunate thing I could not imagine, and I am sure that this provision, if passed into law, will have disastrous effects.

IX.—Definition of Proprietor.

17. In the Bill the word proprietor is defined so as to exclude minor inamdars on the ground, as explained in the Statement of Objects and Reasons, that they are very petty people. They, however, fall under the definition of the word "landlord." Under section 62 a landlord may proceed against his tenants other than occupancy ryots, if they have taken written agreements from such tenants but not otherwise. No provision is, however, made in the Bill as to how landlords, who are not proprietors, are to proceed against their tenants who are occupancy ryots. The minor inamdars in this Presidency form a very big class of proprietors numbering several hundred thousands, though individually they may be petty. In almost all the cases of minor holdings, which include lands belonging to many temples and other religious and charitable institutions, the cultivating tenants have occupancy rights in the lands they hold. The existing Rent Act VIII of 1865 treats these inamdars as proprietors. If they cannot be conveniently brought under the category of proprietors in the present Bill, some provisions should be made in it on their account regulating the relationship of landlord and tenant.

X.—Attachment and sale of occupancy right in land.

18. There is nothing very special to be said about this matter. It is but right that the rent should be a first charge. In section 98, it is stated that the officer conducting the sale of occupancy right may place the purchaser in possession of such right. This is a departure from the law hitherto in force, namely, that the possession should be given by a Civil Court. It therefore becomes necessary to provide the procedure to be observed in this matter which may be assimilated with that observed by the Civil Courts.

19. In section 105, clause 2, it is provided that the defaulting ryot shall not bid for or purchase the occupancy right in the holding sold. This restriction is not in the existing law and is not made in respect of sales for arrears of revenue in Government villages. It is but right that a defaulting ryot should be allowed to bid, as otherwise a few bidders may combine and carry away the land for a price much less than its real value. Family disputes, &c., tend also to such sales, and in such cases also the defaulting ryot should not be handicapped from purchasing it for his personal use.

XI.—Repairs to Irrigation Sources.

20. It is provided under this chapter that ryots may complain to the Collector if an irrigation source is out of repair, and that the Collector may on enquiry authorise them to execute the repairs and recover the cost when the duty of keeping an irrigation source in proper repair falls upon the proprietor. I do not see why the Collector should not, in the first instance, impose the task of repairing it on the proprietor himself on pain of his being refused rent by the ryots holding lands under the source.

21. The provisions of this chapter do not, however, meet the cases of such irrigation works which belong partly to Government and partly to the proprietor. Difficulty in making the proprietor to contribute to the repair has been very often experienced in several districts, especially in the Chingleput district where there are many such works. Opportunity may be taken now to provide for the repairs of such tanks by legislation.

22. The whole tenor of this chapter seems to enable the ryots to do the repairs themselves where the Zamindar neglects to do it and recover the cost by deducting the amount from their rentals. I am, however, afraid that these provisions are not likely to be taken advantage of by the ryots. My reasons are :—

(1) There must be a union amongst the ryots to do the work. This is not an easy matter, especially as there will be the disturbing element of a proprietor to bring about dissensions which cannot be a matter of difficulty for him to accomplish.

(2) The ryots must be able to advance money from their pockets which pre-supposes that they must be in well-to-do circumstances and have the facility to command ready money. Except in a few proprietary villages, the ryots are wretchedly too poor to do any such thing.

(3) A few well-to-do ryots may join to do the work, but the question is whether they will have the philanthropy to do it. The tendency now-a-days is to do otherwise, that is, to deprive the petty owners of their lands and for the rich persons to desire to become richer thereby.

(4) The maximum cost for which the repair can be made by the ryots is one year's rental of the lands under the irrigation source. This will be generally so small as not to be sufficient to effect complete repairs. Hence they can do only petty repairs which are no good.

23. These provisions, while they are thus not capable of being utilized by the ryots, may perhaps operate against their interests. Supposing the ryots sue the proprietor for damages incurred on the ground of the non-repair of an irrigation work which he was bound to repair, the proprietor may plead that the ryots themselves could have utilized the legal facility made available to them by these provisions and that their failure to avail themselves of it would amount to contributory negligence and disentitle them to damages.

XII.—Abandonment and surrender.

24. Section 124 states that, when a tenant even having occupancy right abandons the village without making arrangement for the cultivation of the holding or payment of rent, the landlord may enter upon the land and do anything he likes with it; that the tenant should afterwards recover possession only by a suit in a *Civil Court* within a certain time; and that if he does not sue within a prescribed time, his occupancy right shall be extinguished. In the first place the word "abandoned" is not defined. In the next place, if an under-tenant colludes with the proprietor and makes default in cultivation and payment of rent during the employment of the occupancy ryot in distant places, then he will, without the knowledge of any body, be made to suffer. I have met with cases of this sort in the Chingleput district. An abandonment can be said to be complete only when the whereabouts of the owner are unknown for a long time. In such a case, the right abandoned becomes an escheat and belongs to Government. The occupancy right has a saleable value, and I do not see any reason why it should not be attached and sold if any arrear is due on it, so that in case of a surplus either the owner if he ever returns or the Government may take it. A Collector rather than a Civil Court would, in my opinion, be the proper person to decide a suit for recovery of possession in cases contemplated by this section.

XIII.—Transfers of Tenancy.

25. In Ramnad Division, I have come across a case in which, the transfer not being to the liking of the proprietor, the proprietor refused to take notice of the transfer and afterwards at the suit denied the notice itself. To prevent such frauds, some provision as to the mode in which the notice should be served is necessary.

XIV.—Proprietor's private lands.

26. It is not stated what status these lands will assume if they are alienated by the proprietors. In respect of private lands, the proprietor is hitherto being treated as a ryot of the estate and nothing else. Unless this chapter is rendered clearer, there will be difficulties when these lands go out of the hands of the proprietors.

XV.—Agents.

27. It is very necessary that persons who are appointed as agents by the proprietors should be authoritatively proclaimed as such for the information of the ryots, and, for this purpose, the proprietor should be made to register in some Revenue office the names of such agents.

Read—the following letter from J. K. BATTEN, Esq., Acting Collector of North Arcot, to the Secretary to Government, Revenue Department, Ootacamund, dated Chittoor, 11th June 1898, Dis. No. 972-Eng.:—

With reference to G.O., No. 211, Revenue, dated 19th April 1898, I have the honour to enclose, in original, the remarks on the Madras Tenancy Bill of the Head Assistant Collector, in whose office there are always a large number of suits under the present Act.

2. The points regarding which I have, in my own experience, found most disputes and difficulties to arise are as follows:—

(i) Disputes (of which I have had experience in the Madura district) as to whether rents should be charged at dry, wet or garden rates, respectively, according to the actual crop grown, or according to the classification of the land. This question is not expressly dealt with in the new Act, but most suits of the kind could probably be decided with reference to sections 15 to 25, 39, 40, 114 to 121, &c.

(ii) Refusals by tenants to pay rent on the ground that the patta is incorrect in some petty detail. This difficulty will be met by section 53, clause 2.

(iii) Refusals by tenants to pay rent on the ground that patta was not tendered or was not properly tendered.—In some localities it has become mamool for tenants to raise this plea as a matter of course, irrespective of its truth. Where this is the case the provisions of section 54 will be very useful. In this connection I support the Head Assistant Collector's suggestion that in cases where the patta is tendered through the Collector, the month's time allowed in section 59 shall be expressly declared to run from the date of service of patta on the tenant.

(iv) Refusals of tenants to accept patta or to pay rent or demands for remission of rent on account of the disrepair of irrigation sources.—This is a very common ground for suits. The difficulty will be met by sections 107 to 112. But I think that in section 108 there should be some legal presumption as to whether the proprietor is bound to keep irrigation works in repair. I support the remarks of the Head Assistant Collector in paragraph 5 of his report. With reference to paragraph 6 of his report, I think that there should be a proviso (such as that insisted upon by the Board of Revenue in the case of Government minor irrigation works) that the cost of repairs shall not be excessive in relation to the rent that will be derived. Some maximum ratio of cost of repairs to the rent involved might well be prescribed. I do not think the proviso as to one year's rent in section 109 quite meets the difficulty, as successive orders for repairs might be made in several successive years. I do not agree with paragraph 7 of the Head Assistant Collector's remarks, as I think that in most cases it is the landlord's duty to carry out major repairs to irrigation works. Government adopts this principle as regards Government works. Nor do I think it possible, however desirable, to force landlords to give remissions for shavi and waste. With regard to the objection raised by the Head Assistant Collector in the first half of paragraph 4 of his remarks, I consider them more apparent than real, as the applicants will, in most cases, be the same persons as the ryots holding land under the irrigation work. I support the suggestion made in paragraph 8 of the Head Assistant Collector's remarks.

(v) Disputes regarding unauthorized charges.—This question is dealt with in section 113, which will be a much-needed improvement. Such unauthorized charges are levied in by no means a few zamindaris.

3. I do not support the Head Assistant Collector's proposal to omit section 27. As to his objection in paragraph 9 to sections 28 to 30, I think that clause 2 of section 53 will practically meet the difficulty. In paragraph 12 he suggests that section 154, clause (ii), should contain a stipulation that if the parties want any witnesses summoned, they should apply to the Court in sufficient time before the date fixed for hearing of the suit to enable the Collector to secure their attendance on that date, and a further stipulation that all documents relied on by the parties should be filed on the date of first hearing. If the Legislative Council could see its way to make these stipulations, it would be a great boon to all Revenue officers who have to try rent suits. It must be the experience of all such officers that it is not the trying of the suit which takes time, but what leads to inordinate delays in the disposal of suits is the difficulty of getting together the parties with their witnesses and their documents.

Enclosure.

From J. W. HUGHES, Esq., Acting Head Assistant Collector, North Arcot, to the Collector of North Arcot, dated Camp, Ranipettai, 14th May 1898, Dis. No. 1936—Rev.

In reply to your Ref. on Cur. Eng. No. 192 B. and G., dated 27th April 1898, I have the honour to make the following observations on the Bill to amend the law relating to landlord and tenant.

2. The chief defect which has come to my notice in the course of my experience with Act VIII of 1865 has been the provision that a patta must be correct in every particular and that distraints must be set aside if made upon an incorrect patta, however, unimportant the flaw detected therein. If there is a pie wrong in the calculation, the patta is improper and no distraint can be made. There can be no doubt whatever that in this division a great many ryots have taken advantage of this defect and succeeded in evading payment of rent for 3 or 4 years. The provision in the new Bill which enables the Collector to uphold a distraint for the amount actually due by the tenant in spite of a technically defective patta removes this long-felt evil.

3. One of the main objects of the Bill is to secure occupancy rights for the ryots. This will no doubt be resented by a good many landlords but, in the public interests, the provisions of the Act as to such rights should be of great value. In the Kálahasti zamindari, for example, where the occupancy right of the ryots is not generally recognized, I understand the ryots are deterred by this fact from digging wells and making other agricultural improvements. Once secured in the possession of their lands, the cultivators ought to dig more wells which are at present conspicuous by their absence.

4. Another important part of the act designed to improve the condition of the ryot and of agriculture in zamindaris is chapter VIII. I must confess, however, that it seems to me that the provisions therein contained relating to repair of irrigation works will not be of much practical use. The ryot or ryots applying for the repair will, in the first instance, have to bear the whole cost; the cost has to be recovered afterwards from the ryots who hold land under the irrigation work so that there is obviously a certain amount of risk about the transaction and very few ryots would run any risk at all.

5. Again, if section 108 is to be of any use, it is necessary in my opinion that the provision that the Collector has to satisfy himself that the "proprietor is by the custom of the country or otherwise bound to provide for its maintenance" should be more clearly explained. The most obvious evidence as to its being the custom of the country for the proprietor to maintain the irrigation works would be evidence as to his having repaired them from time to time and really, in a great many cases, such evidence would not be forthcoming at all. The word "otherwise" is too indefinite. It would apparently include the case of a proprietor being bound by implied contract, and I think it too risky to allow this for such contract might be considered to arise by implication in the ordinary relationship of landlord and tenant.

6. I must say, too, that the provisions as to these repairs seem to me unfairly hard on the landlords. Assuming that the proprietors are bound to maintain irrigation works on their estates in proper repair, it would be only fair that the proprietors should be allowed a chance of showing that their financial position does not warrant the outlay. In case of estates which are heavily mortgaged when, for example, the whole of the rent is swallowed up as interest on the loan incurred, it scarcely seems fair, either to the landlord or to his creditor, to appropriate any portion of the rent for executing repair works.

7. The ryots should, I think, take the risk of irrigation works falling into disrepair and should be allowed, if they like to effect repairs at their own expense, if the Collector thinks such repairs advisable. I think it would be fairer on the whole to omit sections 107 to 112, and if any protection is necessary for the ryots, it might be enacted that the patta should always contain conditions, allowing remissions in case of shavi and waste on lines similar to those allowed to Government ryots.

8. Section 25, clause (*b*), allows an occupancy ryot to bring a suit for reduction of rent on the ground that the irrigation work on which the land is dependant has completely failed. I think it should be expressly stated whether, in the event of the irrigation work being subsequently restored, it is necessary for the proprietors to bring a suit for enhancement of rent, or whether he can at once revert to the rates previously in force.

9. I think section 27 should be omitted. It apparently enables the Collector to overside an established custom, for there is nothing in the section to guide the Collector in determining the reasonable nature or otherwise of the application for commutation.

10. Section 28 is an important section, especially clause (*b*). It enables the ryot to make an application to the Collector for measurement of his holding at any time, and in the Statement of Objects and Reasons it is pointed out that sections 28 to 30 of the Bill are introduced to meet the constant disputes as to the correctness of a ryot's rent with reference to the extent of his holding. Since it is thus open at any time to the ryot to question the correctness of the extent and he can get any mistakes corrected at any time. I think it should be expressly stated in the Bill whether in case a ryot contest a distraint by bringing a summary suit to set it aside he can set up the plea that the demand amount is incorrect because the extent is incorrect. This is a common plea now, but I think it should be allowed no longer since the ryot will be able, if he wants it, to contest the correctness of the extent at the beginning of each fasli.

11. Section 54.—A patta may be tendered by filing it in the office of the Collector. I think a provision should be added to the effect that the date of tender in such case must be the date on which the patta so filed is served on the tenant, otherwise a difficulty might arise in interpreting "one month" in section 59.

12. Section 54, clause (ii), should contain a stipulation that, if the parties want any witnesses summoned, they should apply to the Court in sufficient time before that date fixed for the hearing of the suit to enable the Collector to secure their attendance on that date. It should also provide that all documents relied on by the parties should be filed on the date of first hearing.

13. The provisions of limitation, part I suits—for suit to obtain patta under section 58 and to enforce patta under section 59,—will be found very useful since there is some doubt at present as to the date from which the limitation runs.

READ— the following letter from R. MORRIS, Esq., Acting Collector of Kistna, to the Secretary to Government, Revenue Department, dated Masulipatam, 9th June 1898, Dis. No. 3049-Genl.:—

As directed by G.O., No. 211, Revenue, dated 19th April 1898, I have the honour to submit the following remarks on the Bill to amend the law relating to landlord and tenant in the Madras Presidency.

2. I have consulted my Divisional officers and subjoin summary of their replies.

3. The Deputy Collector, Narasaraopet, approves of the Bill and has no remarks to offer. The Sub-Collector would only suggest that, in section 91, an explanation should be added that the date of the Civil Court's decree is immaterial. I see no special need for such an alteration. The Deputy Collector, Head-quarter's division, considers the rate of interest allowed on arrears by section 42 excessive. As, however, it is only $\frac{1}{2}$ per cent. per annum in excess of the rate allowed by the existing law and has been raised to facilitate calculations, I do not see any reason to take exception to it. Most ryots would regard 2 pies per rupee per month a very reasonable rate of interest.

4. The Head Assistant Collector has written the longest report. He fears a great increase in the number of suits as a result of the provisions to admit of suits for enhancement or reduction of rent. I question whether this would really be so, except at the outset. Many of the existing suits are due to a desire on the part of landlords to enhance, and a direct, instead of an indirect, means of doing this is substituted by the Bill. Moreover section 150 enables the Government to make arrangements to deal with any increase of litigation in the first year or two of the new system.

5. He next proposes that a provision should be made in sections 28 and 30, confining the right to an alteration in the amount of rent in reference to area to cases where the difference between actual and reputed area amounts to not less than 20 per cent. I see no need for such a provision. Neither party is likely to be at the expense of a suit unless the area differs to a considerable extent, and while in a small holding less than 20 per cent. may not make an appreciable difference, it is otherwise with a large one.

6. I now go on to make my own remarks.

7. *Section* 8.—The provisions for the acquisition of occupancy right are taken from the Bengal Act. I consider that the interests of the ryot have been considered too much at the expense of the proprietor. Not only those ryots who have been for years cultivating the same piece of land, but all ryots who for 12 years have been cultivating any land in the village, however small the area, are to acquire an occupancy right at the close of this period in any land they may then happen to hold, however large the holding may then happen to be, and however recently that land may have for the first time come under cultivation. Section 162 would bar the proprietor from preventing such a ryot from acquiring occupancy rights in a piece of land just brought under occupation. It seems to me that in order that a ryot may acquire occupancy rights in a piece of land, it is only right that that land should also have been occupied, not necessarily by the same ryot, for 12 years continuously, and it ought to be made possible that a ryot should have occupancy rights in one portion of his holding and not in another. A presumption that a piece of land has been occupied 12 years until the proprietor proves the contrary similar to the presumption in section 7 should sufficiently guard the tenants' interests.

8. *Section* 18 (*b*).—When land revenue settlements are revised, it is not the practice to reduce the prices of the years on which the calculation of the commutation price of grain is based, even where their average is in excess of the average price of the years on whose prices the original settlement was based. Proprietors are the assignees of the rights of Government, whether holding as zamindars or inamdars. I do not, therefore, see the reason for the provision in lines 30 to 35 of page 7 of the Bill. If it is intended to correct rentals which are now too high, section 25 (*d*) of the Bill contains a provision enabling the ryot to sue for a reduction of rent.

9. *Section* 31.—The hearing of appeals from Divisional officers' judgments as to rates of rent is taken away from the District Judge and transferred to the already

over-worked Collector. It may be that Collectors are more accustomed to deal with the assessments imposed on land than Judges, but, on the other hand, the great majority of Judges have and will have passed through a considerable period of service as Divisional officers. They must, therefore, have had a considerable experience of such matters. And by heaping up work on Collectors the time at their disposal is still further taken up, and they may not always have the leisure to fully consider every point in appeals in regard to the rate of rent. I notice that section 174 reserves to the Government the right to appoint special Collectors for this express purpose. If the officers so appointed are to be District Judges, and I can think of no others qualified, Sub-Collectors being always comparatively junior officers, why should not these Judges have the power to hear appeals in their ordinary capacity?

10. Section 39 provides that all contracts are to be enforced that are not inconsistent with the rest of the Bill. There is no express provision prohibiting a contract between a ryot and a propietor binding the former to pay a greatly enhanced rent. The Statement of Objects and Reasons, indeed, says that such contracts are forbidden and that enhancement is permissible only by suit. But as the Bill is drafted, there is no such restriction. If, therefore, a ryot is surprised into accepting a patta greatly enhancing his rent one year, section 39 will operate to compel him to accept it the following year. This ought not to be, and there should be an express provision that no enhancement of rent is valid unless obtained under the provisions of sections 17 to 24. Section 16, when read with section 39, does not have that effect. An explicit prohibition of enhancement, except by suit, would avoid all difficulties.

11. Section 79 does not specify the sort of suit that is to be filed. It is therefore presumably a regular suit to which the provisions of the Civil Procedure Code, except so far as they are modified by section 154, will apply. The expeditious remedy of the summary suit with the special procedure of the existing Act is apparently to be abolished. This is a matter for regret, especially as in suits to set aside distraint, it is most desirable that the matter should be gone into expeditiously, and I should like to see the existing procedure reproduced in the Bill. Where the parties have to put in a plaint and then a written statement, and witnesses are to be summoned only after the issues have been framed, delay in disposal of distraint suits is inevitable.

12. *Section* 140.—I would suggest that as provision has been made for the survey of an estate, provision should also be made for the examination of estates by the Revenue Settlement officers. The classification of soils, the fixing of grain values on each sort of soil and of data on which to estimate the cost of labour required for cultivation would be of the greatest possible assistance to officers engaged in determining what should constitute a fair rent.

13. *Section* 149.—In the case of estates under the Court of Wards, it is the custom not to cultivate private lands of the proprietor departmentally, but to lease them out during the wards' incapacity. Clause (*a*) should accordingly be modified to admit of the classification as private lands those lands which were for the last three years of the late proprietor's life-time cultivated as such, in cases where the present proprietor is a minor under the Court of Wards.

Read—the following letter from A. L. HANNAY, Esq., Registrar, High Court of Judicature, Madras, to the Chief Secretary to Government, dated 8th June 1898, Rel. on Cur. No. 1268:—

With reference to G.O., No. 211, Revenue, dated 19th April 1898, referring, for favour of remarks, the revised Bill to amend the law relating to landlord and tenant in the Presidency of Madras, I am directed to forward a copy of the Minute recorded by the Honourable the Officiating Chief Justice, and to state that the Honourable Mr. Justice Boddam has no observations to make. Any Minutes that may be recorded by the Honourable Mr. Justice Subrahmania Aiyar and the Honourable Mr. Justice Davies will be duly forwarded.

ENCLOSURE.

MINUTE.

There can be little question that legislation is needed to strengthen the position of those persons who have acquired permanent rights over the soil in zamindari tracts. The defects of the Act of 1865 in this and in some other respects have long been recognised. It is another question whether it is desirable to put on one footing alike the ryots whose rights in the soil may have existed before the zamindari was created and the ryots who have been recently admitted as tenants. To ryots of the former class the name of tenants is not properly applicable; they were not admitted by the zamindar and do not hold under him. It is by no means clear that the proposed legislation will be to this class of ryots an unqualified gain. With ryots of the other class, tenants in the proper sense of the term, a distinction is made according as they have or have not completed the twelve years' period of occupation. If at the date of the commencement of the Act such a tenant has been in continuous occupation for twelve years, then, as I understand the Bill, he acquires an occupancy right and never can be ejected except under the provisions of clause 11. A tenant whose twelve years' occupation under a lease terminates after the Act comes into force will be practically in the same position, if the lease under which he was admitted is not a registered document and he has been in possession for more than seven years. On what ground of policy fixity of tenure is made to depend on such purely accidental circumstances, no explanation is given in the papers. It is not because he is the cultivator that the interest of a lessee for a term of years is transmuted into an occupancy right. He may not be the cultivator, because he may in his turn have let the land to under-tenants, and under-tenants are not treated with any particular favour in the Bill. Apparently an under-tenant may be ejected without any compensation for his improvements. The 8th clause of the Bill is borrowed from the Bengal Act, which, according to the Statement of Objects and Reasons, is taken as a model because "it was applied to a state of facts in the main the same as that obtaining in this Presidency." If this observation had reference to the Bengal Act of 1859 there might be some foundation for it; but in a comparison between the present state of things in this Presidency and the state of things existing in Bengal before 1885, account must be taken on the one hand of the statutory rules in favour of the ryots enacted by the Act of 1859 and on the other hand of the case law in this Presidency. Taking into account these two factors, I think it must be admitted that here the problem is quite different from what it was in Bengal when the Act of 1885 was under consideration. There, an amendment of the existing statute was required: here, without having any existing statute upon which to work, it is proposed to bring into existence new rules of substantive law to abrogate contracts which have been made upon the footing of the case law promulgated in the last thirty years, and to confound the two classes of occupants, who, in justice to the ancient ryot on the one hand and to the zamindar on the other, ought to be distinguished. That there was no idea in 1865 of ignoring this distinction is clear from the extract from the letter of the 16th August (a copy of which has been kindly furnished to me by Mr. Crole since I began writing this note); for in that letter the contrast is made between hereditary or resident ryots on the one hand and tenants-at-will on the other. Even now I understand it is only in certain parts of the Presidency, and indeed in certain zamindaris, that there has been an encroachment on the position of the hereditary ryot. The case of the ryots in those districts appears to me to demand different treatment from that which is suitable in districts where the position of such ryots has never been imperilled. In the latter case, protective legislation is all that is required—a declaration of their proprietary right and a provision throwing on the zamindar the burden of proving that the holding of any tenant owes its origin to contract. In the other case the problem is not only to safeguard existing rights, but to restore, as far as possible, the state of things which existed before 1871. At the best even after inquiry this problem must be a difficult one. In a given zamindari there may be ryots who, though they may have held for several years, are not, and have never expected to be more than, lessees, and in no way derive their titles from antecedent hereditary ryots: they may be holders of land which between 1865 and 1871, or even prior thereto, was held by tenants-at-will, as they are called in letter above mentioned. On the other hand, there may be ryots who, while in fact the legal successors of ancient ryots, have been induced in recent years to accept the position of tenants. It is on their behalf only that anything beyond protective or conservative legislation can fairly be demanded. Holding this view, I would throw overboard the greater part of chapters II, III, IV and XII of the Bill, frame for the whole Presidency clauses of a protective character such as I have already indicated, and in a separate chapter or in separate clauses inserted in chapter IX, to be made applicable at the discretion of the Governor in Council to any specified area, provide for those cases in which there has been an encroachment on the rights of hereditary ryots. In that chapter provision should be made for a Judicial inquiry in order to ascertain with regard to existing occupants whether their title rests exclusively on contract or can be traced to predecessors who held as hereditary ryots before 1871 and in the latter event empowering the court to cancel any contract to the contrar[illegible]. If this plan were adopted, it could no longer be said of the Bill as a whole that it is of a [illegible]olutionary character; for the special chapter or clauses might be repealed when they had do[illegible] their work.

2. In the case of tenants who holding under-leases claim the benefit of the 8th clause, the question will probably be raised whether their possession has been continuous. The possession of a tenant who has held under several successive leases would not in point of law, I apprehend, be a continuous possession. Section 47 of the Bengal Act which is apparently designed to meet this difficulty and to prevent the application of clause (c) of section 44 to the case of the tenant who has been originally admitted under an unregistered lease, is for some unexplained reason omitted in the Bill.

3. The position of the non-occupancy ryot will be a peculiar one. He possesses an inchoate occupancy right. As far as ejectment is concerned, his position will be much the same as that of an occupancy ryot, save in the case, which is now rare, but which will become common, of the holding being under a registered lease. But suppose that he dies or affects to convey his right to another—there is no provision for the case of succession as there is in clause 14 for the succession to an occupancy right, and clause 37 prohibits the transfer by sale, gift or otherwise of a non-occupancy right. It would be reasonable enough to provide that such an interest should not be transferred without the consent of the proprietor and that a conveyance made without that consent should be a cause of forfeiture, especially if the provision where so framed as to apply to involuntary as well as voluntary transfers; but the bare declaration contained in the clause I find it difficult to understand. One naturally asks on what grounds of policy the owner of a lease hold interest in land, possessing as I have said an inchoate occupancy right, is forbidden to transfer it and what will be the effect of the prohibition. Again in the case of the holder's death, the question arises why his interest should not descend to his heirs like any other property.

4. There are two important matters, of which little notice is taken in the Bill. I refer to waste land and minerals. Apparently it is assumed that the proprietor, and not the ryot, has dominion over them. The definition of "ryot" refers only to rights over the surface of the soil. In Chapter IX there is no reference to waste lands. In clause 122 the zamindar's right to minerals is taken for granted, and in clause 170 the proviso, which to a great extent deprived section 11 of the Act of 1865, of its sting, is omitted. Legislation of this sort appears to me as unfair to the ryot, as other parts of the Bill are to the zamindar: for if authority is needed as to the rights of ryots over waste lands, I need only refer again to the letter of the 16th August 1865.

5. While I think that a mistake has been made adopting much that has been borrowed from the Bengal Act I also think it is unfortunate that some of the provisions of the Madras Act have been allowed to stand and that in some respects the Bengal Act has not been more closely followed. I refer particulary to the provisions regarding the exchange of patta and muchilka. The fact that these provisions have been given up in Bengal is some argument against the retention of them. The draftsman has adopted the Bengal provisions with regard to receipts (clauses 43 and 44) and yet preserves in addition the rules in the existing Act as to the exchange of pattas and muchilkas.

The combination of the two systems seems to me calculated to make matters unnecessarily complicated. I should have thought it would have been better to follow the Bengal Act more closely with regard to receipts and accounts (sections 56, &c.) and to repeal the present law regarding pattas and muchilkas. The suits relating thereto have always seemed to me exceedingly unsatisfactory. There is no finality about the decision when it is obtained because it relates to one fasli only, and years may elapse before the decision of the High Court is given.

6. In the clauses relating to pattas and muchilkas, as in other cases not otherwise specially provided for, the system of an appeal from the Collector to the District Court and thence to the High Court is maintained. Such appeals will be allowed in the matter of suits under clause 79 (to set aside a distraint), under clause 86 (for damages for illegal distraint), under clause 98 (to set aside attachments) under clause 113 (for penalty for illegal exactions). I assume that clause 93, prohibiting an appeal against certain orders passed by a Collector, does not refer to the Collector's decision in suits as distinguished from applications. In other cases the Bill provides a diversity of methods of correcting the decision of the Collector. Under clause 31, the Collector may, on the application of parties, refer a statement of facts to the Board of Revenue and no appeal is allowed, the Board of Revenue being deliberately constituted the final tribunal to decide questions of law. Under clause 51 the Collector's order is final, but he may, if he chooses, refer any question in dispute to a civil court.

In the case of orders passed under clauses 107 to 111 an appeal is given to the Board of Revenue. In the case of orders passed under the provisions of chapters IX and X there is to be first of all in certain cases a reference to a civil court in which the objection taken is to be decided by an ordinary suit, and secondly against the final decision an appeal is to be allowed to a special Judge and from him to the High Court.

The Collector's order under clause 76 is made final, and in the case of a stranger no provision is made for the saving of his right of action since the proviso to clause 93 refers to the tenant only.

In the case of orders passed under clauses 105 and 106 there does not appear to be any provision for an appeal. The orders that may be passed by a Collector under clause 116 are declared to be final. I think all these provisions might, with great advantage, be simplified. The general idea underlying them appears to be that as a court of first instance the Collector, or rather the Revenue officer, is the person best fitted to settle disputes between landlord and tenant.

I do not say that on some points the revenue officer may not be the best judge. In his proper sphere I should be inclined to place more confidence in the opinion of the Collector than the draftsman is prepared to do. I would not put the Collector in the position of a judge who as such must form his decision solely upon the evidence adduced before him and I would not allow any appeal from his decision to a District judge who, whatever his revenue experience of the past, is not likely to have any particular knowledge of the district. But I altogether demur to the proposition to give the Collector the general jurisdiction conferred on him by the Bill and to make the Board of Revenue a court of final appeal. The Bengal precedent is against it, and in Malabar we have experience of litigation between landlord and tenant dealt with in the ordinary way by the civil courts and apart from a difficulty referred to hereafter, I am not aware that there has been any complaint as to the mode in which their jurisdiction has been exercised. I am surprised that any body who has had to do with the proceedings of Revenue officers under Act 8 of 1865 should propose to perpetuate the system prevailing under that Act. In a country where there are practically no professional surveyors or appraisers (other than those in Government service), it must always be difficult to obtain a safe opinion on questions such as those which may arise under clauses 17, 18, 19, 20, 25, 27, 116, 121 of the Bill.

The difficulty is as we all know felt in Malabar. But in my opinion it is no sufficient reason for removing cases in which such points arise entirely from the jurisdiction of the regular courts.

In those instances in which a necessity arises for invoking the assistance of Revenue officers, I would suggest that power be given to the civil court on the application of either party to refer questions of a certain class to the arbitrement of the Revenue officer whose award subject to revision by the Collector should be final. This procedure is adopted in clause 143 (2), and in another form in section 84 of the Bengal Act, which, I may observe, parenthetically, has not been adhered to in the Bill (clause 122). I do not mean to say that all the applications which may be made under the Act should be made to the civil court. The observation does not apply to matters dealt with in clauses 50, 51, 116, 118 or in chapters IX and X.

With regard to chapter VIII, I would follow the precedent of section 84 of the Bengal Act. As to the nature of the repairs, the necessity for them, the probable cost, the extent and rental of the land irrigated by the work, the Collector would probably be the best judge. As to these matters therefore let him give a certificate or which would amount to the same thing, let him make a report on the reference of the civil court. On the other hand, let the civil court decide the question whether the proprietor is bound to repair the irrigation work, that being essentially a question of law. This will serve to illustrate my meaning. A similar course might be followed in other proceedings under the Act, save only in the cases already excepted. Clauses 130 to 133 should, in my view, be omitted, for there seems no reason why any landlord should, in addition to his remedy by distraint, enjoy any other extraordinary remedy.

7. In the following clauses, I desire to call attention to the drafting which appears to me unsatisfactory :—

Clause 3, *Explanation.*—In the case of a dispute arising on the death of a proprietor the explanation would serve no useful purpose, because the name registered in the Collector's books would be the name of a deceased person.

Clause 45.—Is it intended that the tenant may pay rent through the Post Office, although there is an agent on the spot to receive? The clause with its double proviso is not happily worded.

Clause 55.—The language used "such proceedings, &c.," is very loose. I suppose it is taken from the head-note of some reported case.

Clauses 79 *and* 86.—Is it necessary to provide for a suit to set aside a distraint and also the remedy by way of restoration of the distrained property under clause 86? Surely the remedy in damages, coupled with the right of suit given under clause 74, is sufficient.

Clause 93—is based on section 140 of the Bengal Act which, however, is altered in such a way as to leave remediless third parties whose goods are distrained by a landlord.

Clause 98.—The phrase "suit to set aside a notice" is almost as bad as the expression "appeal against a notice" found in section 40 of the Act of 1865.

Clause 109.—After "from the ryots" line 35, some such words as "other than the applicants" are required. The clause makes no provision for the execution of the order.

MADRAS,
8th June 1898.

(Signed) J. T. GILLESPIE.
for Registrar.

READ—the following letter from A. L. HANNAY, Esq., Registrar of the High Court of Judicature, Madras, to the Chief Secretary to Government, dated 13th June 1898, Ref. on Cur. No. 1268:—

In continuation of my letter, dated the 8th instant, Ref. on Cur. No. 1268, I am directed to forward, herewith, a copy of the minute recorded by the Hon'ble Mr. Justice Subramania Aiyar on the revised Bill to amend the law relating to landlord and tenant in the Presidency of Madras.

ENCLOSURE.

MINUTE.

I am afraid that the views I am about to express will not find ready acceptance at the hands of those who are committed to sweeping legislation of the kind contemplated by the draft Bill. But that should not deter me from expressing those views.

Act VIII of 1865 is nothing more than a processual enactment and the Act, I venture to think, has, as a whole, worked fairly well during the period of more than thirty years it has been in force. No doubt in some important respects it has been found to be defective. But these defects are, in my opinion, comparatively few. They are practically all referred to in the Bill lately introduced by the Hon'ble Bhashyam Aiyangar, and I am strongly of opinion that it is very much better not to pass a fresh law like that proposed, but merely to amend the existing Act on points as to which amendment is absolutely necessary. I have not the slightest hesitation in saying that a new law with such elaborate provisions as those contained in the present Bill will lead to an immense amount of litigation to the great injury of all the parties concerned. If in support of such an opinion proof were necessary it is enough to refer to the reports of the decisions of the Calcutta High Court. There is scarcely a monthly issue of those reports that does not contain more than one decision with reference to some provision or other of the Bengal Tenancy Act of which the present Bill is more or less a copy. It is hardly necessary to say that these decisions of the Highest Court in that Presidency but feebly represent the real extent to which litigation between zamindars and ryots prevails there.

A more serious objection to the proposed Bill is that it proceeds altogether upon an unsound basis to the nature of a ryot's holding. No doubt that basis is one on which the Bengal Tenancy Act rests. But in that Presidency the adoption of such a basis was inevitable. Before adequate legislation for the protection of ryots was undertaken their rights which originally belonged to that class of the population had been unfortunately wholly swept away and ryots had become tenants of the English pattern. So the legislature had there to proceed on the view that cultivators in that Presidency were in the proper sense of the term zamindars, tenants to whom on grounds of policy what is known as an occupancy right had to be granted an expedient adopted to obviate the mischief done to the cultivating classes through the ignorance of the authorities (see Maine's Village Communities, page 184). The ryots in this Presidency were, however, not allowed to suffer similarly. More than 75 years ago Regulation IV of 1822 was enacted to protect them and when the matter came before the legislature again in 1864 and 1865 it was dealt with in a way which left little to be desired as will be seen from the final report of the Select Committee on the Bill which eventually became Act VIII of 1865. This report, coupled with the masterly Proceedings of the Board of Revenue appended thereto, most emphatically recognized the principle that ryots did not derive their rights from zamindars and that they were not tenants in the proper sense of the term, but owners of lands held by them subject, of course, to the liability to pay the State's share of the produce or its equivalent to the person entitled. If I am not completely mistaken the provisions of the draft Bill ignore this view and proceed on the totally erroneous theory that the ryot is a "tenant" let in by the zamindar, as will be clear from the distinction between occupancy and non-occupancy tenants which the Bill maintains. This distinction is not intelligible except upon the view that all tenants of zamindars are in truth tenants-at-will or tenants from year to year, but that the legislature finds it expedient to confer a larger right on a section of such tenants, viz., those who have held continuously for a fixed period. That this division of ryots into occupancy and non-occupancy tenants is really improper and unwarranted will be evident on a moment's reflection. Take for instance a ryot who has cleared some waste land and brought it into cultivation within twelve years. So far as the zamindaris in the south of the Presidency go, nobody would dream of treating such cultivator's right as differing from that of a ryot who has held his land for more than twelve years. The reason is plain, viz., that the incidents of the tenure in both the cases are understood to be referable to the custom or common law of the country and according to it every ryot becomes fully entitled to the kudivaram right on the land from the moment he takes it up for cultivation lawfully. That this is the correct view is apparent from the universal practice prevailing in Government villages where also no difference is recognized between an ancient pattadar and a ryot who obtained his land on darkhast but the other day.

Though I object to the passing of a law on the lines of the draft Bill, for reasons very briefly stated above, I am not to be understood as holding that legislation is not necessary with reference to the question of ryot's holdings in zamindaris, notwithstanding the very explicit

statement of their view of the framers of Act VIII of 1865 as to the true character of the rights of ryots in this Presidency contained in the select committee's report already referred to, doubts have arisen on the subject and they ought to be removed without a moment's further delay. But this in my opinion ought to be done by a separate enactment which should not perpetuate the faulty view that a ryot is in the position of a mere tenant. The new law should declare in accordance with the immemorial custom and unwritten law of the land that he is the proprietor of the kudivaram right; that such right is indefeasible so long as what is due in respect of the melwaram right is duly paid; and even when a ryot fails to make such payment his right to the land can only be brought to sale in accordance with the statute law bearing on the subject.

I am not sure whether it would be necessary to go further. If, however, in any estate or estates the customary rights of ryots have been affected by decisions of courts proceeding on a view of the law contrary to that stated above, the effect of those decisions must be nullified and the rights of ryots restored by appropriate provisions. As these are my views, I refrain from entering into an examination of the various provisions of the draft Bill. I would only add that even if legislation is to be on the lines adopted in the Bill, I would still omit provisions relating to enhancement of rent except under clause (*b*), section 17, and under section 20. The provisions to which I take exception would in practice certainly prove detrimental to ryots. Such a power is not, in my opinion, possessed by zamindars under the existing law, and why should it be given to them now? It follows from the above that a ryot should not be entitled to apply for reduction of rent. He cannot at present claim it, and it is inexpedient he should be empowered to do so hereafter.

MADRAS,
June 1898.

(Signed) J. T. GILLESPIE,
for Registrar.

Endorsement No. 1330, Judicial.

Transferred to the Revenue Department.

OOTACAMUND,
16th June 1898.

(Signed) A. R. KNAPP,
Ag. Under Secy. to Government.

READ—the following letter from LEWIS MOORE, Esq., District Judge, Bellary, to the Secretary to Government, Revenue Department, dated 14th June 1898, Dis. No. 331:—

I have the honour, as directed by Government (Mis. Order No. 2095 of the 16th May 1898), to submit the following remarks with reference to the revised Bill for amending the law relating to landlord and tenant in the Presidency of Madras.

2. The definitions of the words "ryot" and "tenant" (section 3, clauses 4 and 5) do not appear to me to be perfectly clear. A tenant is defined to be a person who holds lands under another person, while a ryot is said to be a person who has acquired a right to hold land as a tenant for certain purposes. The distinction between holding land and having acquired a right to hold land should, I think, be made plainer. When it is said that a ryot is a person who has acquired a right to hold land, is it meant a right to hold land *permanently?* It is presumed that this is not what is intended, as if he had the right to hold permanently, he would be an occupancy ryot, and, according to the wording of the Bill, many ryots are non-occupancy ryots. Nothing is said as to what is to guide a court in deciding if a tenant has a right to hold as such and consequently is a ryot or not. Section 7, which, according to the "Statement of Object and Reasons," is based on *Venkatanarasimha Naidu* v. *Dandamudi Kotayya* (I.L.R., 20 Madras, 299), lays down that every ryot shall be presumed to have occupancy right in all land held by him as a ryot. Turning to this decision I find that a ryot is there defined as a "cultivator proprietor" or, to speak more accurately, "a person in whom, with reference to Government or its assignees, the right to occupy the soil for purposes of cultivation is to be taken as vested." A case comes before me as District Judge in which a person is shown to have been cultivating for some time land in a zamindari and to have been paying rent to the zamindar. How am I to decide if he is a ryot within the meaning of sections 3 and 7 of this Bill?

3. The definition of a non-occupancy ryot (section 4, clause *b*) does not seem to me to be very clear. A non-occupancy ryot appears to be a person who has acquired a right to hold land as a tenant, but who has not a right of occupancy in the land. The distinction between a right to hold land and a right of occupancy in land is not obvious. I am very doubtful if it is advisable to use the word "ryot" in this Bill.

I remark that in the Tenancy Bill of 1885 drafted by the committee appointed under G.O., No. 827, R.D., of the 15th July 1885, there is no mention of ryots, and all "underholders" are classed either as tenants or as occupancy tenants. It is, it appears to me, almost impossible to define the word "ryot" with accuracy.

4. *Section* 9.—It might perhaps be as well to insert the words "or to appropriate to his own use" in this section after the words "to cut down" and to add the following paragraph to the section:—"The burden of proving such custom shall lie on the landlord." (Reference may be made to the decisions reported at I.L.R., 22 Calcutta, 742, and I.L.R., 23 Calcutta, 854.) It does not of course follow that because a ryot is permitted to cut down a tree in order to make a plough he is entitled to fell valuable fruit or timber trees, or that because he is entitled to remove a tree that interferes with him in the cultivation of his land he is entitled to appropriate the wood. All these questions must, I presume, be settled by local custom, but I think that it is not unreasonable to throw the burden of proving that the ryot's act is in contravention of such custom on the landlord.

5. Section 15 lays down that the rent for the time being *payable* by an occupancy ryot shall be presumed to be fair and equitable until the contrary is proved. I am not clear as to the meaning that should be attached to the word "payable." Is it what the ryot is bound by law to pay or what he has as a matter of fact been paying, and, if the latter, does the fact that he has paid a certain rent for, *e.g.*, one year, make that rent the rent payable by him? It appears to me that if these definitions are not made clearer the courts may have considerable difficulty in interpreting them.

6. *Section* 25.—I think that it might be advisable (*vide* the decision reported at I.L.R., 20 Calcutta, 579), to insert at the end of clause (*d*) the following paragraph:—"The deterioration mentioned in clause (*a*) shall not be held to be permanent merely on the ground that by the application of capital and skill the cause of the said deterioration might be removed."

7. *Section* 31, 1*st paragraph*.—I am of opinion that it would be most inadvisable to leave this clause as it stands at present. To allow a young Collector who has recently joined a district to raise or reduce rents as he pleases without any appeal would be most dangerous. If it is finally decided that District Courts and the High Court are to have nothing to do with the questions treated of in Chapter III, an appeal from all orders passed by a Collector regarding them should lie to the Board of Revenue. I remark that a decree for the reduction or enhancement of rent passed by a court under the provisions of sections 29 to 36 of the Bengal Tenancy Act can be appealed against to the District Court. If it is decided that the first paragraph of this section should not be altered, clause (*a*) should, in my opinion, be amended, and it should not be left to the option of the Collector to state a case for the decision of the Board, but he should be obliged to do so on a written application to that effect being submitted to him by any one of the parties to any suit or application pending before him.

8. *Section* 32 *opens as follows*.—"When a non-occupancy ryot is admitted to the occupation of land, &c." When this happens the ryot becomes a non-occupancy ryot who is in occupation, but who is not an occupancy ryot. The language does not appear to me to be very felicitous. The provision of law laid down in this section will, I fear, cause considerable trouble to courts. A non-occupancy ryot is a tenant entitled to hold land as such who however is not entitled to the privileges of an occupancy ryot. He would, it may be presumed as a rule, have been in possession for a considerable period prior to the date on which his case would come before the courts. What evidence can therefore be expected to be forthcoming as to the rent agreed on between him and the proprietor *at the time of his admission*? If no such evidence is forthcoming, how is the court to decide what rent he is liable to pay?

9. It appears to me to be very doubtful if the provisions of the Act (sections 53 to 59) as to exchange of pattas and muchilikas are required. There are no similar provisions in the Bengal Tenancy Act. The law as to the relations between occupancy ryots and their landlords are laid down in Chapter III of the Act, and I am doubtful if it is advisable to complicate them by insisting on the interchange of pattas and muchilikas. Such documents are, it seems, not required in the case of non-occupancy ryots. It appears to be somewhat anomalous that a Collector can enhance

or reduce rent under the provisions of Chapter III by a final order not appealable against, while from any decision passed by him under Chapter VII as to the rate or amount or nature of rent to be paid an appeal lies to the District Court and a second appeal to the High Court.

10. *Section* 57.—An attempt is made in this section to do away with the system of yearly tender of pattas and muchilikas, but owing to the provision in the last clause of the section, it is not likely that this attempt will be successful. Nothing in my opinion has thrown greater difficulties in the way of a landlord trying to recover under Act VIII of 1865 (Madras) rent due to him than the necessity for the yearly exchange of pattas and muchilikas.

11. *Section* 116.—An appeal should, in my opinion, lie to the Board of Revenue from all decisions passed by the District Collector under this section.

12. *Section* 153 appears to me to be unnecessary. Government can from time to time as may be found necessary pass orders as to the registers of suits to be kept by revenue officials. It is not advisable for the legislature to lay down any hard and fast rule in such a matter.

13. Clauses I, II, III and V of section 154 are not in my opinion necessary. It appears to me that revenue courts should, with respect to the matters treated of in these clauses, follow the procedure laid down in the Civil Procedure Code. The District Courts on appeal from a decision of a Revenue Court and the High Court on second appeal are obliged to follow the Civil Procedure Code, and such being the case, it will save confusion if the Court of original jurisdiction follows the same procedure. The procedure followed by the Revenue courts in cases under Act VIII of 1865 is at present often very lax. For example, I have constantly had appeals before me from decisions of Revenue officers who have omitted to oblige the defendants before them to file written statements and have neglected to frame issues. The result is that when points are raised by the vakils arguing on appeal I am unable to say if such points have been duly considered or not by the lower court and issues have accordingly to be sent down for findings, causing waste of the time of hardworking Revenue officers and unnecessary expenditure to the parties. If, however, it is determined to retain these clauses the latter portion of No. II should be modified. Supposing a young Head Assistant Collector of a year's service records that he has not summoned all the witnesses named by one of the parties because he does not consider that their evidence is necessary, or because a number of witnesses have already been examined, or because the matter in dispute is so simple in his opinion that it is absurd to waste time over it, what is the appellate authority to do when it is urged that the evidence of these witnesses was important? The Appellate Court will be obliged either to examine the witnesses itself or to direct the Court of First Instance to summon and examine them under sections 568 and 569 of the Civil Procedure Code, and the result will be waste of time and money. It may no doubt reasonably be held that the Civil Procedure Code should in certain cases give a Judge power to refuse to examine all the witnesses that may be produced by the parties, and that it would be well if it contained a provision analogous to that to be found in section 216 of the Criminal Procedure Code (Act X of 1882) which gives a Magistrate discretion to exclude from the list of witnesses to be examined for the defence the names of persons whose evidence is not really relevant. This is a matter which may deserve attention when the revision of the Civil Procedure Code is taken up, but for the present Revenue officers exercising judicial powers should, I consider, be required to follow the procedure laid down in the Code. A lax procedure in the lower Courts will not in the end be found to tend to the advantage of either landlords or tenants. Clause 3 should also in my opinion be altered. The officer trying a suit should, except in cases where there is no appeal (section 189, Civil Procedure Code) record the whole of the evidence and not merely what he may consider to be the material portions of it. If in an appealable case the evidence is not fully recorded it is impossible for the Appellate Court to dispose of the appeal in a satisfactory manner. Vakils at the hearing are certain to urge that such and such statements made by the witnesses have not been recorded by the Revenue officer and the Judge cannot from the record say if these assertions are well founded or not.

14. No section of the Bengal Tenancy Act has given rise to more reported decisions of the Calcutta High Court than 188 which is identical with 169 of the present Bill. (Reference may be made to the cases reported at I.L.R., 14 Calcutta, 201; 15 Calcutta, 47; 17 Calcutta, 390; 17 Calcutta, 548; 17 Calcutta, 695; 19 Calcutta, 541; 19 Calcutta, 593; 19 Calcutta, 610; 19 Calcutta, 755; 24 Calcutta, 169; and 25 Calcutta, 324). Several questions of some difficulty are likely to arise under this section. For example, can one of several joint landlords sue for the entire rent due from a tenant making his co-sharers (who have refused to join him as plaintiffs) defendants in the suit? In the case reported at I.L.R., 14 Calcutta, 201, the District Munsif decided that section 188 of the Bengal Tenancy Act barred such a suit, but the High Court held that that section applied only to anything which the landlord is required or authorised to do under the Act and observed that there was nothing in the Act which authorised a landlord to bring a suit against a tenant for recovery of arrears of rent. This decision could not be followed in interpreting section 169 of the present Bill as under it landlords are authorised to bring suits for the recovery of rent (*vide* section 155 *inter alia*) and the question therefore arises as to whether section 169 will be a bar to a co-sharer bringing a suit of the nature under consideration, and as to whether it is advisable to prevent such suits being filed by a co-sharer whose partners as is so frequently the case refuse to work with him amicably. Reference may also be made to I.L.R., 15 Calcutta, 47, where the question raised was whether if a co-sharer in a joint undivided estate had been for a number of years in the separate receipt and enjoyment of his share of the rent it was competent to him to bring a suit for rent in respect of his own share. The High Court there decided that section 188 of the Bengal Tenancy Act was no bar to such a suit on the ground that such a procedure was legal prior to the introduction of the Act and that there was nothing in the Act to indicate that it was the intention of the legislature to alter the law in this respect. It may well be doubted if the Madras High Court could feel it possible to take a similar view of section 169 of the present Bill, and it is therefore in my opinion necessary that the legislature should, before this section is passed in its present shape, consider if it is advisable to prohibit suits of this nature being brought by a co-sharer. I am very doubtful if such a prohibition is desirable, and it indeed appears to me that this section in its present form will be found to be too wide and far reaching in its effects and that it should be carefully reconsidered.

15. As so far as I can ascertain it appears to have been finally decided by the Government of India (paragraph 11 of letter No. 902—352 of the 30th March 1894 from the Secretary to the Government of India, Department of Revenue and Agriculture, to the Government of Madras), that rent suits are to be decided in the first instance by the Revenue courts and not by the District Munsifs. There would not appear to be any advantage in discussing the question as to whether the former class of courts is in reality better suited to try such suits than the latter. I however can scarcely believe that if the Revenue officials whose opinions are quoted by the Board of Revenue in paragraph 12 of Proceedings No 470 of the 26th August 1892, had had an opportunity of observing the manner in which District Munsifs in Malabar try suits between landlords and tenants, they would have been quite so confident as to their inferiority for the adjudication of such cases as compared with the Divisional officers in other parts of the Madras Presidency. It is certain that there will be a considerable amount of litigation under this Act. There are already 159 reported decisions under the Bengal Tenancy Act in the Calcutta Law Reports and the Indian appeals (Privy Council). From this it may safely be assumed that an immense number of cases have been taken to the High Court of Calcutta on second appeal, and one may expect similar result in the case of the proposed Madras legislation. It is impossible for the High Court to adjudicate in a satisfactory manner on the several questions that come before them unless the cases in which they arise have been fully and regularly tried in a systematic manner by the courts of first instance. Revenue and administrative officers have to move constantly about their divisions and further have neither the time nor the experience necessary to enable them to try civil suits in a satisfactory manner. They also labour under the great disadvantage of having, except perhaps when they are at head-quarters, to decide the various questions that arise in such suits without having heard them argued by competent pleaders.

16. I may perhaps be permitted to conclude these few remarks by observing that, in so far as I am competent to judge, this Bill appears to me to be on the whole an excellent piece of work.

READ—the following letter from J. G. D. PARTRIDGE, Esq, Collector of Madura, to the Secretary to Government, Revenue Department, dated Camp, Kodaikánal, 18th June 1898, Dis. No. 2084:—

With reference to your order, No. 211, Revenue, dated 19th April 1898, requesting remarks on the proposed Madras Tenancy Bill, I have the honour to observe that section 42 provides that arrears of rent shall bear interest at the rate of 12½ per cent. per annum. This interest is apparently much more than the landlord would be able to obtain by lending money, and I do not see any reason why it should be so high. The landlord has ample security for the rent and the rate of interest should be reduced by one-half at least.

2 I think that section 46 (1) (*b*) should be omitted. The tenant ought to pay the money direct to his landlord, and should not be relieved of his liability on the ground that a landlord at any previous time refused to receive it. I do not see the necessity for sections 46 to 49 of the Bill with regard to the deposit of the rent with the Collector. If there is any dispute between landlords and they refuse to grant a joint receipt or appoint an agent to receive the rent, the tenant need not be called upon to deposit the rent, and the landlords in their own interest will have to appoint an agent. The sections appear to me to impose unnecessary work on Revenue officers. The pattah and muchilka which have to be changed determine who the landlord for the time being is, so that section 46 (*d*) is not required.

3. With regard to the notice of distraint which has to be served on the defaulter under section 65 the service prescribed in the first paragraph of the section is sufficient. The words "a copy of the notice . . . . arrear has accrued" may be omitted.

4. If distrained property is removed as described in section 78 of the Bill, the remedy should be in the Criminal Court. If the Collector passes an order as to the restoration of the property, and no criminal complaint is made, the Collector should be authorized to award more than the actual value of the property removed.

5. Under sections 107 to 111 the Divisional-officer should be authorized to pass orders without reference to the District Collector. In cases of dispute between the ryots and proprietor a professional officer should examine the irrigation work and report to the Divisional-officer, and the proprietor should be allowed to execute the work.

6. According to section 114 (2) (*f*) the erection of dwelling houses, &c., for the ryot is included in the list of improvements, but considering the habits of the population in Southern India, this provision does not appear to be desirable. A ryot holding 20 acres might sub-divide his holding among 10 members of the family and build houses on the land, and according to the Bill either an occupancy or a non-occupancy ryot would be entitled to compensation, though the buildings may be useless to the proprietor.

READ—the following letter from J. TWIGG, Esq., Acting Collector, Tanjore, to the Secretary to Government, Revenue Department, dated 18th June 1898, No. 2441-Rev.:—

With reference to G.O., No. 211, Revenue Department, dated 19th April 1898, and subsequent reminders, I regret that in my present charge I have found it impossible to find time for a thorough examination of the Bill. I forward, however, an extract from a note made by Mr. Sivagnanam Pillai, Deputy Collector, which seems to point to a real difficulty arising from the definitions of proprietor, landlord and tenant. To take another instance, the tenants of a farmer of rent for a whole village [section 3 (3)] are "ryots," but if the farm should extend to less than a whole village, they apparently become "under-tenants." No doubt the right which a

ryot possesses of holding land immediately under a proprietor may be said to be unaffected by the act of the proprietor in placing between himself and them a landlord who is not a proprietor, but some alteration or explanation seems necessary to make the matter clear.

2. The same officer points out also an apparent mistake in section 76 in which "crops" are entered instead of "moveable property" in lines 16 and 20.

ENCLOSURE.

EXTRACTS from the notes prepared by M.R.Ry. T. N. SIVAGNANAM PILLAI Avargal, Deputy Collector, on the Tenancy Bill.

* * * * *

7. In the new Bill, the term landlord has been defined to mean one who is entitled to collect rent from a tenant. As such the term includes all the persons now included in the definition of landholder in section 1 of the Rent Recovery Act. A difference, however, is sought to be established between a ryotwari owner and the owner of a zamindari or an inam village by calling the latter a proprietor. It seems very doubtful whether it is necessary to recognise the difference and define the word proprietor. If the term proprietor is not defined, it will be equally unnecessary to define the word estate. As regards the persons who pay rent to landlord, it is proposed to recognise three classes:—

(1) Occupancy ryots having rights of occupancy in villages owned by proprietors.
(2) Non-occupancy ryots having no such right of occupancy.
(3) Under-tenants including all other classes of tenants.

The difference between the second and the third class lies only in the difference between the terms used to designate the persons who are entitled to receive rents. If the owners are proprietors, the tenants are known by the name of non-occupancy ryots; otherwise they are styled under-tenants. In view of the unnecessary complication of terms, it will be sufficient if the owners or persons entitled to claim rent be called landlords and those who pay rent designated as ryot or tenant according as the occupancy right is owned or not.

Another reason for doing away with the terms proprietor and estate is this: under the new definition an inamdar who owns an inam of a few acres in a village is not entitled to be called a proprietor. The tenants under him, though they own the occupancy right, cannot be called occupancy ryots, for the term ryot means only a person who holds lands under a *proprietor*.

* * * * *

9. In section 76, to make the meaning understandable, the following corrections should be made:—

Line 16.—For "in the crops," read "in any of the other moveable property."
Line 20.—For "crops," read "property."

READ—the following letter from M. YOUNG, Esq., Acting Sub-Collector in charge of the Chingleput District, to the Secretary to Government, Revenue Department, dated Saidapet, 19th June 1898, Ref. on No. 317-B. and G.:—

With reference to G.O., No. 211, Revenue, dated 19th April 1898, calling for remarks on the revised Bill to amend the law relating to landlord and tenant in the Presidency of Madras, I have the honour to make the following remarks.

2. (i) In sections 5, 8, 12, 17, &c., of Act VIII of 1865, the remedy provided is a *summary* suit. The object of this summary procedure is to ensure that suits under Act VIII of 1865 shall be decided without loss of time and without unnecessary expense and trouble to the ryots. In clauses 17, 25, &c., of the present Bill the word "summary" is omitted. I am of opinion that it should be added.

(ii) In some clauses of the Bill, *e.g.*, clause 116, the District Collector is constituted the final judge on points of law. On such points, an appeal should, I submit, be allowed to the Civil Court. Under Act VIII of 1865, appeals from the courts of Revenue officers (whether Divisional officers or District Collectors) lie to the District Court and thence to the High Court. I submit that this procedure should be continued with regard to points of *law* only. With regard to questions of *fact*, I submit that appeals should lie only to the District Collector from his subordinate Revenue officers and that no appeal should lie to the Civil Courts from the decisions of the District Collector whether those decisions be on appeal or otherwise. To illustrate my

meaning, I beg to call attention to clause 116 (*a*) and (*b*) of the Bill. I would suggest that appeals from decisions of Revenue officers under clause 116 (*a*) should lie to the District Court, but that such appeals under clause 116 (*b*) should lie to the District Collector only, whose decision should be final.

(iii) It has been suggested that the double remedy given in clause 86 (read with clause 79) is unnecessary, and that the first portion of clause 86 should be omitted. I beg very respectfully to state that I cannot agree that the first portion of the clause is unnecessary. Under Act VIII of 1865, a tenant can file a summary suit to set aside a distraint: even if the Revenue Court decide the suit in favour of the tenant and order that the distraint be set aside, the court has no power under the existing law to enforce the restoration of the distrained property to the tenant, whose only further remedy is a suit for damages. As a rule, the tenant's object in suing to set aside a distraint is to get his property back and he has some ground, I submit, to consider himself aggrieved if one suit (from which an appeal lies first to the District Court and afterwards to the High Court), be not sufficient to secure the restoration of his property. My experience, such as it is, of a Revenue officer in the Northern Circars, goes to show that tenants do not, as a rule, claim damages when they sue in the first instance to set aside a distraint; I also think that the question of damages would not be of much importance until *after* the landlord had refused to comply with the judgment of the Revenue Court setting aside the distraint. The practical result is that under Act VIII of 1865 two suits are necessary before either the restoration of distrained property or damages for its non-restoration can be obtained by the tenant. I beg, therefore, very respectfully to submit that the whole of clause 86 should be retained.

3. The remarks of the Divisional officers in this district have not yet been received. They will be submitted on receipt.

[F. 4]
2,000-5 3-98.

REVENUE DEPARTMENT.

GOVERNMENT OF MADRAS.

PROCEEDINGS OF THE MADRAS GOVERNMENT.

~~READ the following paper:—~~

Order, Misc. No. 2772 d/ 1st July 1898.

Ten printed copies of the remarks of the District and other officers on the revised Bill to amend the law relating to landlord and tenant in the Presidency of Madras received up to date in response to G.Os. 211 dated 19th April 1898 and 2095 dated 16th May 1898 are forwarded to the Legislative Department for distribution to the members of the Select Committee. Subsequent reports will be forwarded as they are received.

(True Extract.)

A Edgington
for Secretary to Govt.

To the Legislative Department with 10 copies of printed remarks.

19 R
1.7.98

GOVERNMENT OF MADRAS
REVENUE DEPARTMENT

~~Revenue Secretariat~~

2 July 1808.

Dear Forbes -

I forgot to bring away with me the copy of Colr Vernon's circular letter -

Will you be so kind as to send by bearer.

Yours Sincerely

Colvin

Lt Colr Forbes
&c &c &c

Legislative Dept.

[G. 53]
1,000—8-5-98.

GOVERNMENT OF MADRAS.

PROCEEDINGS OF THE MADRAS GOVERNMENT.

READ the following paper:—

Proceedings of the Revenue Department, No. 2772, Mi
dated 1st July 1898, forwarding printed copies of the remarks
of the District and other officers on the revised bill to amen
the law relating to Landlord and Tenant in the Presidency of
Madras received up to date in reply to G.O.No.211, dated 19
April 1898.

O R D E R:-No. 42, dated 4th July 1898.

Recorded.

2. The copies of printed remarks will be distributed
to the members of the Select Committee accordingly.

(True Extract)

A Edgington
for Secretary to Govt.

To the Revenue Department.
" Select Committee on the Madras Tenancy Bill.
(with copies of printed remarks.)

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