

Legislative / (1899) Department.

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G.O., No. 52

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[Despatch Abstract.]

*Memorandum for the Committee on the*

*Bill for the improvement of the*

*petition from K Narayana  
Narayana and others, Thiruvallur District  
Taluks protesting against the passing  
of the Bill*

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## Government {1899} of Madras. LEGISLATIVE.

*Recd.*

*Regd.*

} 1899.

*Enclosures*

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G.O., No. 52, 24th April 1899.

APRIL.

### Malabar Compensation for Tenants' Improvements Bill.

Communicating to the Select Committee on the — petition from K. Narayana Nambiar and others, Chirakkal and Kóttayam taluks, protesting against the Bill.

## GOVERNMENT OF MADRAS.

## LEGISLATIVE DEPARTMENT.

READ—the following paper:—

From K. NARAYANA NAMBIAR and others, Chirakkal and Kóttayam taluks, to His Excellency the Governor in Council, dated April 1899.

MAY IT PLEASE YOUR EXCELLENCY,—We, the undersigned members of the committee appointed for the purpose of drawing up and sending memorials to the authorities concerned and doing other things necessary in connection with the Madras Bill No. 6 of 1898, by the representatives of the landed interest in the taluks of Chirakkal and Kóttayam of the Malabar district in meeting assembled at Koodali on the 21st March 1899 to protest against the said Bill, humbly beg to approach Your Excellency with the following memorial.

1. Seeing that the principle and the details of the said Bill are calculated to involve the parties concerned in extreme misery and loss and that some particular sections and methods of calculating the value of improvements are contrary to justice and beyond the sphere of practicability, we beg to submit this our humble memorial for Your Excellency's gracious consideration.

2. As it stands, the explanation appended to section 4 (1) of the Bill makes it possible for a tenant to effect such improvements in his holding as would materially affect any other property of his landlord adjoining to his own but not in his holding. The liability of the landlord to pay for such improvements can hardly be justified. So that, the words "in the tenant's holding" should be taken away from the said explanation and the words "which is not inconsistent with the terms of the agreement of letting" should be added to section 4 (1).

3. Section 4 (i) includes among genuine improvements even such trees as do owe their birth, growth, protection, and maintenance mainly to natural causes and to the condition of the soil. This seems quite unfair. Because, for the trifle, if any, which the tenant may have spent upon them he would be more than enough compensated by the use he would make of them till they remain in his possession. In short, this is as much as to say that a tenant would be liable to pay compensation to his landlord for the loss of the pre-existing improvements belonging to his landlord—a loss which was absolutely due to natural causes over which the tenant had no control.

4. Section 6 (2) clearly lays down that a decree or order for eviction obtained by a janmi against his tenant may be executed even at the request of the tenant. This seems to be exceedingly cruel. The strongest reason for the janmi to sue for eviction would be his desire to enjoy the profits of the improvements effected. So that, the delay or refusal on the janmi's part to execute the decree or order obtained at the expense of his money ought to be due to his inability to pay up the amount of compensation awarded. In such a case, any loss the tenant may sustain consists only in his not getting the amount of court expense, if any has been ordered to be paid to him, in view of the fact that, till his eviction, none but he enjoys the full benefit of the improvements effected by him. Hence, in our humble opinion, a right, if necessary, may be given to the tenant to execute the decree or order in so far as the court expense due to him is concerned. He should, on no account, be given the liberty of executing the decree in full.

5. Section 8 (a) virtually throws on the Commissioners appointed by court the work of calculating and determining the amount of compensation to be paid for improvements. Before so doing, they will have to ascertain accurately the age, fruit-bearing capacity and the average annual yield of those improvements. This, in itself, is a work beyond human powers. Even supposing it were possible, we do not understand how on earth would the Commissioners know beforehand the effects of those natural causes which always threaten the life of everything mundane? Unless the Commissioners are gifted with such a supernatural power of previously knowing for certain that the improvements would remain in the same state throughout the whole extent of the period they were valued for, the method of calculating the value of improvements according to rates laid down in section 8 (c) cannot be justified. The justification of the method mentioned above is rendered still more impossible in consideration of the fact that the amount of compensation, fixed in the manner referred to, ought to be paid *in advance*. We, therefore, beg to submit that the said rate and method is exceedingly high on the one hand and unfounded on the other. We may take an actual example to illustrate our meaning. A pepper garden, which may be classed as No. 1 of the schedule IV, Table IV of the Bill, is valued at Rs. 17-2-6 for each pepper vine. And on the event of eviction the janmi should pay to his tenant the whole amount of compensation according to that rate. But who knows that throughout the period of those thirty years each and every pepper vine in the said garden would remain in the same state. In fact, our actual experience is that they would not so remain. Pepper vines are comparatively more short-lived and more liable to be destroyed even by slight causes. They are usually made to twine themselves over muriku trees (*Erythrina Indica*) whose life is also short and uncertain. About ten per cent. of the pepper vines in a garden are annually destroyed by the summer sun alone. Before ripening the fatal crises which the pepper crop has to pass through are many and various. In the face of such facts, how can any person fix the duration of the life of each pepper vine and the average annual yield from a pepper garden of any class. Yet, it is for such a garden compensation at the rate of Rs. 17-2-6 is to be paid in advance simply because it happened to be classed as No. 1 in a particular year.

6. In the case of improvements mentioned in section 9 (1), the janmi is to share only one-fourth of the market value of those that owe their existence to the tenant and one-half of the market value of those effected by the janmi or by a former tenant of his. This rate, in our humble opinion, is certainly inadequate inasmuch as the fertility of the janmi's land contributes more than any other thing to the healthy existence of such improvements.

7. On the whole, it may be said that the value of improvements, according to the rate and method laid down in the Bill, would, in very many instances, be so high as to exceed the janmam value of the land with the improvements. The effect of all this would then be that persons would find it hard to get lands leased out to them for making improvements. The evils arising from such a state of matters we need not dwell much upon but simply beg to say that they are highly undesirable in the interest of all the parties concerned.

8. Section 15 gives to court the discretion either of allowing a low rate of compensation for trees a tenant has over-planted a piece of land with, or of allowing him to remove them. By over-planting, the quality of the soil would certainly deteriorate. So that, it is only reasonable that, for causing such deterioration, the tenant should be made to pay compensation to his janmi instead of being himself compensated in the way laid down in section 15.

9. Section 16 would give retrogressive effect to the provisions of this Bill on its being passed into law. Such an effect would amount to saying that the Madras Act I of 1887 has never been in force since its passing. So that, those who have already acted in accordance with that Act would feel themselves deceived for no fault of theirs. Is it not the very height of cruelty, we beg to ask Your Excellency, to make one suffer the bitter consequences of an act done mainly by another? Further, this section gives to the tenants a very sharp weapon, which may, with perfect ease, be used against the janmis, in that it enables them to increase the value of their holdings



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