Revenue Dept

(Back. Nos 175 & 176)

பெ. ப. புத எண். 24—6,02,106—24-2-66.

குறிப்பிட்டவர்-பொறுப்பிலிருக்கும் பதிவுக் கட்டினின்றும் எடுக்கப்பட்ட தாள்.

துறை.

அரச பல்வகை ஆலாயம்

எஸ் 1725, தேதி 14-8-1862

196.

எடுத்த தேதி.	சரக்கு பொருட்டு.			தாள் எடுக்கும் எழுதுதர் அல்லது திருநெழுதர் கருக்கொப்பம்.	திருப்பிக் கொடுத்த தேதி.	திருநெழுத்தின கருக்கொப்பம்.
	துறை.	நபப்பு எண்.	ஆண்டு.			
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M.R.O. 14—10,000—21-4-27

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 1725 — Press / Mis.

175-176

Dated 14—8— 1862.

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department, 14th August 1862.

No. 175. Read the following Proceedings of the Board of Revenue, dated 24th April 1862, No. 2,598 :—

Read the following letter from P. GRANT, Esq., Collector of Malabar, to W. HUDLESTON, Esq., Secretary to the Board of Revenue, Madras, dated Calicut, 8th April 1862, No. 72.

SIR,

1. With reference to the Board's Proceedings, dated 29th January 1862, No. 667, Revenue Department, I have the honor to submit a Statement exhibiting the number of the properties, the Jenm right in which has devolved on Government by escheat in this District, as well as the new properties formed out of Government lands on which a Jenm rent is reserved by Government.

1. Betutnad escheat.
2. Chenat Nair's do.
3. Darmapatam do.

2. The three escheats marginally named are not included in this Statement—as the sale of the first, as the Board are aware, has been many years in progress, and the disposal of the other two has already been sanctioned* by Government.

* Extract Minutes of Consultation, dated 17th November 1854, No. 1,496, Revenue Department.
Do. do., dated 6th November 1857, No. 559, Revenue Department.

3. As regards such of the properties, embraced in the present Statement, as have fallen by escheat to Government, I may notice that in applying for the services of Mr. Stuart† in my letter of January 22nd 1862, No. 5, I referred to those properties also. I showed‡ that besides Chenat Nair's and the Darmapatam escheats, there are others which are numerous; and I have now only to repeat, in express terms, my opinion, as implied in that letter, that it is very desirable that such properties should be sold, as well as the other escheats.

† For the sale of escheats in Malabar.
‡ Paragraph 7.

4. The same are my views in respect to the new properties formed out of the Government lands.

The uncertainty of the tenure under which these properties are generally held, renders the holders of them naturally anxious to purchase the Jenm right, and the Government will do well to adopt early measures for its disposal.

ENCLOSURE No. 1.

ABSTRACT.—Statement exhibiting the number of properties, &c., adverted to in the above letter.

Ordered to be submitted to Government, in continuation of the Proceedings quoted by the Collector. The Board quite concur with Mr. Grant in considering it advisable that Government should divest themselves of all rights as *proprietors* in the properties referred to.

(A true Copy and Extract.)

(Signed) R. A. DALYELL, *Sub-Secretary.*

No. 176. ORDER THEREON, 14th August 1862, No. 1,725.

Agreeably to the recommendation of the Board of Revenue, the Government sanction the sale of the Jenm or fee simple right in the properties noticed in these Proceedings, on the terms authorized for the sale of the same right in other similar properties.

(Signed) T. PYCROFT,
Chief Secretary.

REPORT

BY

MAJOR WALKER

ON THE

LAND TENURES OF MALABAR.

THIS REPORT IS PRINTED FOR INFORMATION BUT NOT AS A DECISIVE AUTHORITY ON THE QUESTIONS DISCUSSED.

CALICUT:

PRINTED BY P. CALEB NAIDOO, AT THE MALABAR GOVERNMENT PRESS.

1862.

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REPORT

UPON THE TENURES AND FORMS OF TRANSFER OF LAND IN MALABAR, By MAJOR WALKER.

20th July 1801.

In the following relation will be found an account of the tenures by which lands are held and conveyed in Malabar.

First, as to the mode and condition of assigning jenm (ജന്മം) property.

The *attipet ola (അട്ടിപ്പെറ്റോല) is the last karanam (കരണം) or deed executed on this occassion, and without it no sale of that species of property can be valid.

At the conclusion of the transaction, and at the time of executing this deed, which completes the purchase, six persons must be present, viz.,

One of the caste of the jenmkar (ജന്മക്കാര;) one of his near relations or kindred; the heir; a person on the part of the rajah (രാജാവ) or sovereign, who must be apprized of the transaction; the person who draws out the karanam (കരണം) or deed; & the deshawali, (ദേശവാഴി) the chief of the village or district.

To trace the process to be observed in disposing of jenm (ജന്മം) property, let us take, for the sake of example, a paramba (പറമ്പ) that pays a patam (പാട്ടം) or rent of 50 fanams, & is valued at 1,500, that is, the land. Neither the rent nor the jenm dravyam (ജന്മദ്രവ്യം) (the price of the jenm) are specified in the karanam attipet ola (അട്ടിപ്പെറ്റോലകരണം).

In addition, and previous to this deed, there are three others, in which those particulars are mentioned in express terms. These deeds are nir mutal (നീർ മുതൽ) or kudima nir (കുടിമ നീർ), ottikumpuram (ഒറ്റിക്കുമ്പുറം,) and kayividu otti (കയ്യിടുഒറി).

† Kayividu otti (കയ്യിടുഒറി), literally, the deed received from the hand. is that which must be 1st executed. In this karanam (കരണം) the sum of 1,000 fanams will appear paid to the jenmkar (ജന്മക്കാര,) the value of the paramba (പറമ്പ). The 500 fanams which remain to complete the purchase, are a compensation for the jenm (ജന്മം) right, always estimated as equal to one-half of the real worth of the estate.

The patam (പാട്ടം) of fifty fanams is calculated at the rate of five per cent. (the usual rate of valuing land in Malabar), on the sums specified in the **kay**ividu otti karanam(കയ്യിടുഒറികരണം), which is called the otti dravyam (ഒറിദ്രവ്യം).

By this deed the jenmkar (ജന്മക്കാര) consigns the paramba (പറമ്പ) and its produce to the jenm kolunavan (കൊള്ളുന്നവൻ), or purchaser. The jenmkar, (ജന്മക്കാര), however, still retains his jenm (ജന്മം) rights, which precludes the kolunavan (കൊള്ളുന്നവൻ) from disposing of the paramba (പറമ്പ) for more than he paid for it; or on any other terms than on those he acquired it. But after executing the deed kayividu otti (കയ്യിടുഒറി), the jenmkar (ജന്മക്കാര) is not at liberty to revoke it, or to demand the paramba (പറമ്പ) back by returning the money which he received from the jenm kolunavan (കൊള്ളുന്നവൻ).

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* Attipet Ola, VIDE A. † Kayividu Otti, VIDE B.

In this state the kolunavan (കൊളുന്നവൻ) may be considered as the proprietor; should he, however, be willing to restore the paramba (പറമ്പ), and to receive his money back, the jenmkar (ജന്മക്കാരൻ) is entitled to the first offer. But should the jenmkar (ജന്മക്കാരൻ) be unable or unwilling to repay the otti dravyam (ഒറ്റിദ്രവ്യം), the kolunavan (കൊളുന്നവൻ) is then at liberty to dispose of his tenure in the same manner as he procured it, to any person. The successor stands exactly in the same relation to the jenmkar (ജന്മക്കാരൻ) as the original kolunavan (കൊളുന്നവൻ), who, before he concludes the second sale, must give a declaration to that effect in writing. In this manner the property may be transferred as often as the parties think fit. The jenmkar (ജന്മക്കാരൻ), or any other person receiving back or purchasing the paramba (പറമ്പ), is liable to pay for the improvements of the kolunavan (കൊളുന്നവൻ). It is not supposed that he is sufficiently remunerated by the benefits of a temporary possession.

When the jenmkar (ജന്മക്കാരൻ) is unable to redeem his estate, or from any other hard necessity chooses to part with the entire jenm (ജന്മം), he must make the first offer to the kolunavan (കൊളുന്നവൻ). In this case the kolunavan (കൊളുന്നവൻ) must either accept the offer, or return the paramba (പറമ്പ) to the jenmkar (ജന്മക്കാരൻ), that he may relieve himself by selling it to another, and repay the sum advanced for the kayividu otti karanam (കയ്യിട ഒറിക്കരണം).

But if the kolunavan (കൊളുന്നവൻ) accepts the offer, and agrees to buy the jenm (ജന്മം) of the paramba (പറമ്പ), it remains to execute the other karanams (കരണങ്ങൾ). In each of the deeds, nir mutal (നീർ മുതൽ) or kudima nir (കുടിമ നീർ), and ottikupuram (ഒറിക്കം പുറം), 200 fanams in addition to the sum already paid, are specified. These payments, inserted in two separate deeds are calculated at the rate of twenty per cent. on the sum mentioned in the karanam kayividu otti (കയ്യിട ഒറിക്കരണം). But as the whole will only amount to 1,400 fanams, and the paramba (പറമ്പ) is valued at 1,500, there remains still 100 to be paid. This balance is not paid until the attipet ola (അട്ടി പൊറൊല) is delivered, & is not mentioned in any of the karanams (കരണങ്ങൾ) The attipet ola (അട്ടി പൊറൊല) is not delivered until the kolunavan (കൊളുന്നവൻ) receive water from the hands of the jenmkar (ജന്മക്കാരൻ).

After this ceremony, he is confirmed in all the seignorial rights of the jenmkar (ജന്മക്കാരൻ) and the entire freehold property of the paramba (പറമ്പ) is transferred to him. The ceremony of the jenmkar (ജന്മക്കാരൻ) presenting water to the kolunavan (കൊളുന്നവൻ) is performed in the following manner:

The six persons who were present at the drawing up of the attipet ola (അട്ടി പൊറൊല) attend. In their presence the jenmkar (ജന്മക്കാരൻ) brings a ghandi (കിണ്ടി) of water from the paramba (പറമ്പ) which is under disposal. Into this vessel a few grains of rice & some flowers are previously put, and the kolunavan (കൊളുന്നവൻ) adds two fanams or nir kanam (നീർ കാണം) to it; nir (നീർ) signifies water, and kanam (കാണം) is literally value, equivalent, valuable consideration, a sum of money; the expression is explained, the price of the water. Jenmkar (ജന്മക്കാരൻ), holding the vessel in his hands, informs the heir and the attendants that he is going to make over his jenm paramba (ജന്മപറമ്പ) (naming it) to such a person, & with their consent pours the water of the ghandi, (കിണ്ടി) saying, "I give you the water of paramba (പറമ്പ) to drink." The kolunavan (കൊളുന്നവൻ) at this time standing, his left hand supporting the right, which is held close to his mouth, receives a little of the water in that hand, & drinks it. If the purchaser be of an higher class than the seller, he receives it without drinking it, but washes with it, first his face, and then his feet. The giver performs this ceremony with his back to the east; the receiver stands with his back to the west.

When this ceremony is finished, the seller takes up the two fanams in the ghandi (കിണ്ടി), and retains them in his possession. These fanams, as mentioned before, are called nir kanam (നീർകാണം), being a return, or an exchange, as the name implies, for the water bestowed by the jenmkar (ജന്മക്കാരൻ).

There is no caste, high or low, exempted from these forms, in the purchase of jenm (ജന്മം) property; but there is a distinction admittted in favour of the rajahs (രാജാക്കന്മാർ), which is in this case refused to the Brahmans (ബ്രാഹ്മണർ).

A rajah (രാജാവ്) may dispose of his own jenm (ജന്മം) by his royal grant. In buying or appropriating to himself the jenm (ജന്മം) of another person, it is not required of him to execute any karanam (കരണം). A certificate of the person whose jenm (ജന്മം) he assumes is sufficient, mentioning that he has transferred his paramba (പറമ്പ) to the rajah (രാജാവ).

A little time before the water is presented, it is necessary that the four karanams (കരണങ്ങൾ) should be signed: the purchaser then pays four fanams to the jenmkar (ജന്മക്കാരൻ). This is called ôpa kanam (ഒപ്പകാണം),the present on signing (ôpa, signature).

At the time of drinking the water, 4 fanams are also given to the heir by the buyer. This is called anandravan nadu kanam (അനന്തിരവൻ നട്ട കാണം). Anandravan (അനന്തിരവൻ), an heir, nadu (നട്ട), the middle or between two; a present to the heir, and referring to his situation in respect to the buyer and seller.

The purchaser must likewise give on this occassion, eight fanams to the person who draws out the karanams (കരണങ്ങൾ). This is called tushi kanam (ഇശികാണം); tushi (ഇശി), the iron style or Malabar instrument for writing. The reward or present customary for the writer's trouble on this occasion.

A further present must at the same time be made, of two or four fanams to the company, for their attendance. This is called simply nadu (നട്ട), alluding to the interposition or agency of the parties, as advisers between the jenmkars (ജന്മക്കാരൻ) and kolunavan (കൊളുന്നവൻ.) This present like all the foregoing is at the expense of the purchaser.

* This transaction concludes with an ancient fee to the rajah, (രാജാവ്) or sovereign, which is levied on the seller as well as the purchaser. This is ten per cent. on the jenm (ജന്മം) value of the paramba, (പറമ്പ) which is paid in equal shares by both. They are then each entitled to a certificate in confirmation of the transaction.

The payment of this fee to the rajah (രാജാവ്) is discontinued since the collection of the revenue has been made by the Company.

If an heir (anandravan (അനന്തിരവൻ), the person second to the jenmkar (ജന്മക്കാരൻ) & eventually to become sole possessor,) should object to the sale of a jenm (ജന്മം) estate, the business can proceed no further, but must be deferred until his consent shall be obtained. In withholding his assent, he is not obliged to assign any reason.

The rajah (രാജാവ്) may advise, but cannot prevent a jenmkar (ജന്മക്കാരൻ) disposing of his estate.

The jenmkar (ജന്മക്കാരൻ) may, however, let out paramba (പറമ്പ) on kanam (കാണം) or mortgage, and for patam (പാട്ടം), or rent, without the privacy or consent of the heir.

If a purchase of jenm (ജന്മം) land is made with all this care and attention, it may be held in spite of any claimant that may afterwards appear.

* Note 1

Attipet ola (അട്ടിപ്പെറോല.) Attipera, (അട്ടിപ്പേര) to pluck up by the root, implying that thus the jenmkar (ജന്മകാര) is entirely dispossessed of his estate; ola (ഓല), a cadjan, writing; hence the karanam (കരണം) is called the attipet ola (അട്ടിപ്പെറോല), a name strongly expressive of its meaning.

The ceremony of presenting water and drinking it is typical, and refers to a circumstance in the fabulous history of Malabar. It is also emblematical. The paramba (പറമ്പ) being supposed by this means transferred into and fixed to the body of the purchaser. It may perhaps, besides, bear some reference to the feudal rights, which are always more or less connected with the possession of land in Malabar; should a jenmkar (ജന്മകാര) dispose, as he may do, of his paramba (പറമ്പ) at once, all the karanams (കരണങ്ങൾ) which have been mentioned, are nevertheless necessary to be executed.

If any of the inferior karanams (കരണങ്ങൾ) should be mislaid, or lost, one of them will be sufficient to ascertain the value of the paramba (പറമ്പ), by calculating on the sum specified in the deed, at the rate of twenty per cent. of the kayividu otti (കയിവിടഒറ്റി), or two hundred fanams. If this is multiplied by five, as being known invariably to be the fifth part of the value of the estate, the sum paid by the purchaser will be immediately discovered; the real price of the land or paramba (പറമ്പ) which is the object we desire to ascertain. The value of the jenm (ജന്മം) is constantly one-half of the price of the paramba (പറമ്പ). It is evident that the karanam attipet ola (അട്ടി പെറോല കരണം) could not answer the purpose, as there is no sum of money specified in it.

* The jenmkar (ജന്മകാര) will most probably, unless his necessities are very pressing, wish to proceed by degrees in disposing of his jenm (ജന്മം), in the expectation of resuming, according to events, that right, esteemed by the inhabitants of Malabar as almost sacred. In this case the kolunavan (കൊളുന്നവൻ), when he has executed the karanam kayividu otti, (കയിവിടഒറ്റികരണം) to execute next the karanam ottikumpuram, (കരണം ഒറ്റിക്കം പുറം) and to pay a further sum calculated at the rate of twenty per cent. on the original amount. In the example which we are at present considering, this amounts to two hundred fanams, and is, as has already been mentioned, inserted in the karanam (കരണം). By virtue of the deed ottikumpuram (ഒറ്റിക്കംപു റം), the kolunavan (കൊളുന്നവൻ) may assume two-thirds of the jenm (ജന്മം) rights, and dispossess the original jenmkar (ജന്മകാര) of so much authority. The kolunavan (കൊളുന്നവൻ) then becomes jenmkar (ജന്മകാര) over two-thirds of the paramba (പറമ്പ.)

While the paramba (പറമ്പ) remains in this predicament, some of the jenm (ജന്മം) rights are suspended, or left divided between the parties, i. e. they cannot be exercised but by mutual agreement or previous permission; neither the jenmkar (ജന്മകാര), nor the person who is in some degree elevated to the same rank, can burn or bury a corpse on the paramba (പറമ്പ,) nor cut a tree belonging to it, without the consent of each other. It is thus in the power of either party to prevent the other exercising these privileges.

When the deed ottikumpuram (ഒറ്റിക്കം പുറം) is executing, there is no necessity for any witness, except the person who draws out the karanam (കരണം,) and the heir, whose concurrence is absolutely necessary.

The word ottikumpuram (ഒറ്റിക്കം പുറം) is compounded of ottikum, (ഒറ്റിക്കം) to cover or lay hold of, puram, (പുറം) after, or next; the deed of security or seizure which succeeds that o

* Ottikumpuram VIDE C. (sic orig)

kayividu otti (കയിവിട ഒറ്റി); implying figuratively that the paramba (പറമ്പ) is lost to the jenmkar (ജന്മകാര) (covered or concealed from him). But there are two other deeds which the jenmkar (ജന്മകാര) will be disposed to have recourse to, rather than those that lead to the loss of his jenm (ജന്മം). These are otti (ഒറ്റി) and otti kuli kanam (ഒറ്റി കഴി കാണം), which will be particularly explained hereafter. In each of them the same amount will appear as kayividu otti (കയിവിടഒറ്റി), but not so strictly specified, & the tenures are redeemable whenever the jenmkar (ജന്മകാര) pleases.

If the wants of the jenmkar (ജന്മകാര) should still continue, he may relieve them by getting the † nir mutal (നീർമുതൽ) or kudima nir karanam (കുടിമനിർകരണം) executed on his paramba (പറമ്പ). By this means, he will receive twenty per cent. more on the kayividu otti (കയിവിടഒറ്റി), or according to the example we have taken, two hundred fanams. The consent of the heir is also necessary on this occassion, and he must be present. No other witness is required besides him and the writer of the deed.

When the jenmkar (ജന്മകാര) has executed the mutal (മുതൽ) or kudima nir karanam (കുടിമ നീർകരണം), he loses seven-eighths of his authority over the paramba (പറമ്പ), and the power of the kolunavan (കൊളുന്നവൻ) receives a proportional increase. It is thus that he surrenders his jenm (ജന്മം) rights by degrees, and the tenacious manner in which he quits them, is the strongest proof of the high value at which they are rated. In this state, however, the power of the kolunavan (കൊളുന്നവൻ) preponderates, and he may now perform funeral obsequies without asking permission; a privilege which the jenmkar (ജന്മകാര) cannot in this situation of the property exercise. But the liberty of cutting trees is still balanced. After the execution of this deed, as well as that of ottikumpuram (ഒറ്റിക്കംപുറം), the jenmkar (ജന്മകാര) has no method of recovering the rights he has sold, but by the offer of the kolunavan (കൊളുന്നവൻ).

Nir mutal (നീർമുതൽ) is a compound of two Sanscrit words; nir (നീർ), water, mutal (മുതൽ), property; that the property is conveyed into the body and attached to it by means of the water. Kudima nir (കുടിമനീർ), another name for the same karanam (കരണം), is also a Sanscrit compound; kudima (കുടിമ), a family; nir (നീർ), water; implying that the water of the paramba (പറമ്പ) is thus secured for the use of himself & his posterity. The phrase kudima nir (കുടിമനീർ) is in use among the inhabitants of Cochin and to the southward chiefly; but that of nir mutal (നീർമുതൽ) is more properly and generally the language within the province of Malabar. There is another interpretation of these karanams (കരണങ്ങൾ), which is, that the water is a typical gift for the further advance of twenty per cent. on the sum in the kayividu otti karanam (കയിവിടഒറ്റികരണം.)

This is the last step which can be taken by the jenmkar (ജന്മകാര) without parting with the rights of his ancestors for ever.

"It is now," observed my Malabar informant, with a pious fervour, "that the divine superintendence will in its goodness look with an eye of compassion on the situation of the jenmkar (ജന്മകാര). Through the favor of Iswara (ഈശ്വര), he may still keep possession of an estate created for his support." This sentiment refers to the meaning attached to the word jenm (ജന്മം), which at this day implies a land created for the possessor. The word jenm (ജന്മം) is life, generation; nothing is supposed more disgraceful than to dispose of jenm (ജന്മം) rights even after the essential advantages of the estate are gone, & nothing remains but a nominal superiority, and a very remote chance of redemption. This hope, however, is cherished to the last; for as

† Nir Mutal, or Kudima Nir. VIDE D.

they observe, fortune never sits on an equipoised balance. The jenmkar (ജന്മകാരം) may become rich & the kolunavan (കൊളുന്നവൻ) in want. Then the former has every prospect of recovering his property, as, if the latter should dispose of it, he must give him the first offer.

It is, however, the business of the kolunavan (കൊളുന്നവൻ) to increase his greatness, by purchasing the entire jenm (ജന്മം) right: he will, therefore, seize the opportunity, at the time of executing the first deed, or probably, with more prospect of success, when the necessities of the jenmkar (ജന്മകാരം) have reduced him to have recourse to nir mutal (നിർമുതൽ), to prevail on him to make over the jenm (ജന്മം) of the paramba (പറമ്പ).

Should he succeed, or should the jenmkar (ജന്മകാരം) be disappointed in his hopes of recovering the estate, and obliged to seek for further relief, nothing remains but to execute the attipet ola (അട്ടിപ്പെറോല), which entirely dispossesses him of his jenm (ജന്മം); the rights and privileges of which are assumed by the kolunavan (കൊളുന്നവൻ); as well as the name of jenmkar (ജന്മകാരം).

*The manner of executing this deed has been already mentioned. It is concluded by the present of water, and the payment of one hundred fanams, which completes the sum of fifteen hundred, the full value of the paramba (പറമ്പ).

In former times, the transfer of jenm (ജന്മം) was made by presenting water before witnesses, and the whole performance was verbal; but when the kali yug (കലിയുഗം) commenced, water and words were found insufficient.

The Brahman saw the degeneracy of mankind, and translated into the Malabar tongue the book Vivaharam Mala (വ്യവഹാര മാല), from which the karanams (കരണങ്ങൾ) attached to this account are extracted. The period at which the book was translated is said to be 4,002 years ago.

Such are the methods by which land obtained by inheritance, & held as a freehold may be disposed of in Malabar. The following are the restrictions and regulations, under which jenm (ജന്മം) property may be mortgaged and leased.

FIRST OF LEASE.

¶ This subject will be best illustrated and understood by an example.

A jenmkar (ജന്മകാരം) values the patam (പാട്ടം), or rent of a paramba (പറമ്പ), which he is desirous of letting at fifty fanams a-year. He demands 100 fanams as kanam (കാണം). This word in Sanscrit signifies a small quantity of any thing.

A patamkar (പാട്ടകാരം) or renter appears: the parties proceed together to the paramba (പറമ്പ), accompanied by certain of their neighbours, whom they summon for the purpose of estimating the annual produce of the estate. These assessors of the patam (പാട്ടം) are called patam jenm mariada ariyanavar (പാട്ടം ജന്മമര്യാദ അറിയുന്നവർ), persons acquainted with the customs of kanam (കാണം) and jenm (ജന്മം). The patam (പാട്ടം) is reckoned at the rate of two-thirds of the real produce to the jenmkar (ജന്മകാരം), reserving one-third to the patamkar (പാട്ടകാരം). Thus, suppose a paramba (പറമ്പ) is judged to produce 600 cocoa-nuts in the course of a year, 200 are deducted for the benefit of the patamkar (പാട്ടകാരം), and a moderate price being fixed on the remaining 400, commonly 3 fanams per 100, that sum is paid to the jenmkar (ജന്മകാരം). This amount is almost invariably discharged in cash, and is called patam. At Calicut & some places

* Note 2. ¶ Lease, Kanam Patam, VIDE E.

on the sea coast, the jenmkar (ജന്മകാരം) receives the patam (പാട്ടം) cocoa-nuts at the rate of four fanams per hundred. By paying his rent in money, & the articles of produce being moderately valued, the patamkar (പാട്ടകാരം) has the advantage of carrying his cocoa-nuts to the market, when he generally gains considerably. Betel-nuts, Jacks, and other fruit trees, are assessed on similar principles.

The patam (പാട്ടം) on batty fields goes under the several names of vayal patam (വയൽ പാട്ടം), nelli patam (നെൽ പാട്ടം), kandam (കണ്ടം), padam (പാടം), ubhayam (ഉഭയം), and ulpatti patam (ഉൾപ്പട്ടി പാട്ടം). The two last appellations are most in use to the southward; the others from Calicut to Cherical; nelli patam (നെൽപാട്ടം) is the most general term for growing rice, and rice in the husk; kandam (കണ്ടം) is a division or piece of anything; nelli kandam (നെൽകണ്ടം) is the space of a paddy field between the ridges or banks; padam (പാടം) is properly a range of batty fields, a valley; ubhaya (ഉഭയം) & ulpatti (ഉൾപ്പട്ടി) are indiscriminate names for individual property in the padam (പാടം); the patam (പാട്ടം) on rice grounds is fixed previous to the sowing of the seed. It depends on the quantity of seed sown, or rather, according to the calculation of the inspectors, on the quantity that the ground by proper cultivation is capable of receiving, & may be expected to yield. The produce of land in Malabar, varies from three to thirty fold, and by some accounts the difference is still greater. The kanam jenm mariada aryanavar (കാണംജന്മംമര്യാദ അറിയുന്നവർ) form a judgement therefore of the circumstance, according to the quality of the land The patamkar (പാട്ടകാരം) is only required to pay that part of the produce which the assessors have judged to the jenmkar (ജന്മകാരം) as patam (പാട്ടം), and he is allowed to reap the entire benefits that may arise afterwards from improvements. The patam (പാട്ടം) of batty fields is paid in kind according to the deed executed with the jenmkar (ജന്മകാരം). This is rigidly insisted on, and supposed to be less favourable to the kudian (കുടിയാൻ) than a money rental.

The following example will show clearly the appropriation of the produce of land, and the shares that belong to the jenmkar (ജന്മകാരം) and patamkar (പാട്ടകാരം) respectively.

Suppose a piece of land in a state of cultivation to be let that will receive 10 paras (പറകൾ) of seed; on looking at the soil, the people who are appointed to judge this matter, estimate its produce at nine fold or ninety paras (പറകൾ). The quantity of seed sown, or ten paras (പറകൾ) is first deducted; a little less than a fourth part or 20 paras (പറകൾ) is also deducted to defray the expense of cultivation. The remainder of the gross produce, or sixty paras (പറകൾ), will remain to be disposed of: this is divided into three parts, two of which belong to the jenmkar (ജന്മകാരം), and one to the patamkar (പാട്ടകാരം). Thus is this circumstance determined by the quantity of seed sown, and its estimated produce. It may be observed, that the first care is to repay the expenses of cultivation. The profits afterwards depend on a favourable season or a fruitful soil. After the first expenses are deducted, the two thirds that remain, are called the patam (പാട്ടം), and it is this amount that only appears in the deed or karanam (കരണം) executed between the proprietor and the renter.

In leasing tarisa (തരിശ) or waste lands, the following is the usual condition: should any person wish to bring lands in this state into cultivation, he must obtain the jenmkar's (ജന്മകാരം) consent. There is nothing deducted for seed or the expenses of cultivation; but whatever may be the produce, the cultivator pays two measures out of 10 to the proprietor of the soil. When the season of reaping arrives, the jenmkar (ജന്മകാരം), either in his own person, or by a deputy, receives two paras (പറകൾ) out of ten, which is his proportion. The same rule holds in ponom (പൊനം), or jungle cleared cultivation. Two paras (പറകൾ) out of ten of every kind of produce

belongs to the jenmkar (ജന്മകാരൻ). It would appear that to be certain o this share, which cannot be easily estimated beforchand, a person commonly attends while the rop is reaping, on the part of the jenmkar (ജന്മകാരൻ). His proportion is called varam (വാരം), teaning the rights or dues of the jenmkar (ജന്മകാരൻ). These are called ponam varam (പൊന്നവാരം) when they arise from the cultivation of a jungle; if from a paramba (പറമ്പ), simply varam (വാരം) or paramba varam (പറമ്പവാരം). Vanam (വനം) in Sanscrit is a forest, varam (വാരം) a right or due: instead of vanam varam (വന വാരം), they have in Malabar corrupted the expression to ponam varam (പൊനം വാരം).

The kanam kondavan (കാണം കൊണ്ടവൻ), the tenant, or the person who gives security to pay the patam (പാട്ടം), is obliged to perform certain gratuitous services to the jenmkar (ജന്മകാരൻ). At the feast of Oonam (ഓണം) he pays him 2 fanams. The same acknowledgement must be made at that period by the kudians, (കുടിയാന്മാർ), who execute the karanams (കരണങ്ങൾ) of verum patam (വെറും പാട്ടം), kuli kanam (കുഴിക്കാണം), adima jenm (അടിമ ജന്മം), and jye, or arye kuli kanam (അഴി കുഴി കാണം).

The usual period of a lease is limited from three to six years. The paramba (പറമ്പ), if the parties think necessary, undergoes a new inspection; as the produce may have increased or diminished, the patam (പാട്ടം) is fixed on renewing the karanam (കരണം). On the renewal of his lease, the patamkar (പാട്ടകാരൻ) makes an advance as a present, of half the patam (പാട്ടം), to the jenmkar (ജന്മകാരൻ).

Although this is the customary period for leasing lands, if it is agreeable to the parties, the number of years may be extended or reduced at their pleasure, but a lease in every case must expire with the life of the jenmkar (ജന്മകാരൻ). It must be renewed by the heir. The patamkar (പാട്ടകാരൻ) must pay an entire year's patam (പാട്ടം), and suffer a deduction, or make an addition of thirteen fanams per cent. on the kanam (കാണം) money. The karanam (കരണം) will be then executed according to the orginal equivalent or kanam (കാണം). The deed must also be renewed on the death of the patamkar (പാട്ടകാരൻ), liable to the above burthens to his family, should the jenmkar (ജന്മകാരൻ) be disposed to continue the lease to them; but this is at his option, as he may on its expiration in any manner dispose of the paramba (പറമ്പ), as shall be most agreeable to himself.

The rules by which a rajah's (രാജാവ) jenm (ജന്മം) is leased are different. The lease of a rajah's (രാജാവ) jenm (ജന്മം) paramba (പറമ്പ) is made to last for his life, or during that of the patamkar (പാട്ടകാരൻ), and is not necessary to be renewed at fixed periods, *i. e.*, it expires on the death of the rajah (രാജാവ), or of the patamkar (പാട്ടകാരൻ): during the period of the lease, let it be ever so long, the patam (പാട്ടം) undergoes no alteration. It may however be revised when renewed: on this event, the patamkar (പാട്ടകാരൻ) must pay to the rajah (രാജാവ) the amount of 1 year's patam (പാട്ടം), & make him a present, or suffer a deduction equal to twenty-three per cent. on the kanam (കാണം) money. The kudians (കുടിയാന്മാർ) by this means are in a more favourable situation than those of other jenmkars (ജന്മകാരൻ), but as the rajahs (രാജാക്കന്മാർ) seldom attain that dignity until they are advanced in years, the advantage is less than may be imagined. They are obliged besides to perform greater services, and to pay four fanams at the feast of Oonam (ഓണം), which is double that required from the ordinary kudians (കുടിയാന്മാർ). In every case the patamkar (പാട്ടകാരൻ) pays four fanams opa kanam (ഒപ്പകാണം), & two fanams as tushi kanam (തുശികാണം). The patamkar (പാട്ടകാരൻ) of a rajah (രാജാവ) pays double: when the kanam jenm mariada aryanavar (കാണം ജന്മം മര്യാദ അറിയുന്നവർ) have confirmed the demand of rent made by the jenmkar

(ജന്മകാരൻ), and the patamkar (പാട്ടകാരൻ) has agreed to the lease, he proceeds to pay his kanam (കാണം), & to execute his karanam (കരണം). We have in the present example taken an annual patam (പാട്ടം) of 50 fanams, and a kanam (കാണം) of 100. It has been already explained, that this kanam (കാണം) is a sum of money deposited in the hands of the jenmkar (ജന്മകാരൻ), as a security in case the kudian (കുടിയാൻ) should fail to pay his yearly rent. Should the kudian (കുടിയാൻ) neglect his payment, the jenmkar (ജന്മകാരൻ) reimburses himself from the kanam (കാണം) money; but if he is punctual in this respect, the sum in deposit bears a yearly interest of seven per cent. * and a half, which the kudian (കുടിയാൻ) deducts from the rent. Formerly this interest was fixed at 5 per cent., but it rose after the Mohomedan conquest to the present rate.

In case the jenmkar (ജന്മകാരൻ) changes his patamkar (പാട്ടകാരൻ), or demands the paramba (പറമ്പ) back from his kudian (കുടിയാൻ), he must repay the original kanam (കാണം) with the interest, and also kuli kanam (കുഴി കാണം), or a sum of money equal to the expense or value of the improvements introduced by the tenant.

There is besides this provision for the payment of improvement, which ought to follow care and good management in every case, a particular deed, which will be hereafter explained, called kuri or kuli kanam (കുഴികാണം), expressly contrived to better agriculture, & to bring lands into a state of cultivation.

But should the kudian (കുടിയാൻ) have neglected the estate, and the produce by that means is diminished, the loss will be made good to the jenmkar (ജന്മകാരൻ) from the kanam (കാണം) money. On either of these events, people are assembled to ascertain the amount due to the parties.

In case the kudian (കുടിയാൻ) should, of his own accord, be desirous to return the paramba (പറമ്പ) to the jenmkar (ജന്മകാരൻ), he must sustain a deduction of twenty per cent. on the sum in deposit. This is called sakshi (സാക്ഷി), (literally a witness,) or a fee for liberty to return an estate, the benefits of which he has been some time in enjoyment of.

In this case, however, the jenmkar (ജന്മകാരൻ) is likewise obliged to pay kuli kanam (കുഴികാണം), should the improvements exceed sakshi (സാക്ഷി); and the kudian (കുടിയാൻ) is liable to forfeit the whole of his kanam money, should there be any loss in the originally estimated produce of the paramba (പറമ്പ).

The jenmkar (ജന്മകാരൻ) may revoke a lease before it expires, at any period excepting at the season of produce, on paying the patamkar (പാട്ടകാരൻ) his kanam (കാണം), the expense of executing the karanam (കരണം), and double the value of kuli kanam (കുഴികാണം).

‡ The power and rights of the karanam (കരണം) panaya patam (പണയപാട്ടം).

What is observed of kanam patam (കാണപാട്ടം), is applicable to panayam patam (പണയപാട്ടം). The former is the true *tenure*. A kanamkar (കാണകാരൻ) on panayam patam (പണയപാട്ടം), seldom receives anything for his improvements during his lease; & if kuli kanam (കുഴികാണം), it becomes a new tenure.

Any sum less than the otti (ഒറ്റി), which amounts to the full value of the paramba (പറമ്പ), is called kanam (കാണം). The price of a paramba (പറമ്പ) for instance is 1,000 fanams; now the kanam (കാണം) may be 400,500, & even 999 fanams. It is in short whatever the jenmkar (ജന്മകാരൻ) may demand on his paramba (പറമ്പ), and the kudian (കുടിയാൻ) may agree to pay.

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* Note 4. ‡ Panaya patam VIDE F. VIDE Q.

On executing the karanam (കരണം) for panaya patam (പണയപാട്ടം), the kudian (കുടിയാൻ) pays two fanams as tushi kanam (ഇശികാണം), and four fanams as opa kanam (ഒപ്പകാണം), besides the kanam (കാണം) money Then the jenmkar (ജെന്മകാര) delivers the kolu (കൊഴു) and anubam (അനുഭവം)

The instrument executed on this occassion is called panaya patam (പണയ പാട്ടം); panaya (പണയം), a pledge; patam (പാട്ടം), rent· The rent or produce may in this case either be mortgaged for the interest of the kudian's (കുടിയാൻ) kanam (കാണം) money, or the kanam (കാണം) money may be itself a pledge or security for the due payment of the patam (പാട്ടം). There is reason to believe that the last meaning was the original interpretation of thi loan. In either case the kudian (കുടിയാൻ) must pay to the jenmkar (ജെന്മകാര) the surplus re it exceeding the interest of his kanam (കാണം) money.

If no mention is made of kuli kanam (കുഴികാണം) in the karanam (കരണം), the kudian (കുടിയാൻ) cannot claim any reimbursement on that account, but a clause is usually inserted, which entitles the kudian (കുടിയാൻ) to be repaid the expense of his improvements.

On the other hand, it is provided that if the produce of the estate is diminished while under the management of the kudian (കുടിയാൻ), whether this diminution be tri ing or great, the whole of the kanam (കാണം) money in the hands of the jenmkar (ജെന്മകാര) becomes forfeited to him.

If the kudian (കുടിയാൻ) should burn or bury a corpse in the paramba (പറമ്പ), cut a tree without the consent of the jenmkar (ജെന്മകാര), in this case also he forfeits his k n (കാണം) money, and is deprived of the paramba (പറമ്പ).

Should, however, the kudian (കുടിയാൻ) be allowed to make kuli kanam (കാണം) or improvements, and has trees of his own planting ready to replace any he may t. re need not hesitate to cut one or more trees belonging to the jenmkar (ജെന്മകാര) since so lon as he is able to supply the original number from trees of his own rearing, no deduction can made from his kanam (കാണം) money.

The panaya patam karanam (പണയപാട്ടംകരണം) is renewed every six years, & this event the kudian (കുടിയാൻ) must pay ten per cent. sakshi (സാക്ഷി), and three per cent. ushi kanam (ഇശികാണം) on the kanam (കാണം) money.

The kudian (കുടിയാൻ) on this occassion must also pay to the jenmkar (ജെന്മകാര half a year's patam (പാട്ടം), and two or four fanams opa kanam (ഒപ്പകാണം)

If the paramba (പറമ്പ) is the jenm (ജന്മം) of the rajah (രാജാവ), it is only necessary to renew the karanm (കരണം) on two events, viz., at his death or that of the kudian (കുടിയാൻ). Should the heirs agree to a new contract, the kudian (കുടിയാൻ) must pay twenty per cent. sakshi (സാക്ഷി), & three per cent. tushi kanam (ഇശികാണം) on the amount of the kanam (കാണം) money, besides four fanams for opa kanam (ഒപ്പകാണം) and one year's patam (പാട്ടം).

Should the kudian (കുടിയാൻ), from any cause, return the paramba to the jenmkar (ജെന്മകാര), he cannot refuse to receive it, but the kudian (കുടിയാൻ)· suffers a deduction of twenty per cent. sakshi (സാക്ഷി), and three per cent. tushi kanam (ഇശികാണം) on the kanam (കാണം) money. If the value of the paramba (പറമ്പ) returned is at all dimished, the ku n (കുടിയാൻ) is mulct of the whole of the kanam (കാണം) money; but should the loss sus ned be the consequence of war, or of any public calamity, or arise from people acting u der the authority of the rajah (രാജാവ), the kudian (കുടിയാൻ) in such cases on retu g the paramba (പറമ്പ) the jenmkar (ജെന്മകാര) is only liable to forfeit half of the kanam (കാണം) money In any of these situations, he must be allowed his kuli kanam (കുഴികാണം) and the expense arye (അഴി)

Again, it is provided, that if the loss arises from accidental natural causes, such as storms, lihgtning or winds, and the kudian (കുടിയാൻ) returns the paramba (പറമ്പ) injured from any of those circumstances to the jenmkar (ജെന്മകാര), he is not answerable for the loss sustained in this manner, but is entitled to receive back his original kanam (കാണം) money, liable only to the deduction of sakshi (സാക്ഷി) at twenty per cent., and 3 per cent. tushi (ഇശി). If there is any kuli kanam (കുഴികാണം), he must be paid for it and the expense arye (അഴി).

Should the jenmkar (ജെന്മകാര) demand the paramba (പറമ്പ) from the kudian (കുടിയാൻ), and the estate at the time of his resumption be found diminished in some part of its value, although the kuli kanam (കുഴികാണം) in other things is sufficient to repair that loss, he must in this case not only pay the kudian (കുടിയാൻ) his kanam (കാണം) money, but the balance of the kuli kanam (കുഴികാണം) with the arye (അഴി), should any remain due on settling the account. Should there however be no kuli kanam (കുഴികാണം), & the estate should have received an injury without any good from the patamkar (പാട്ടകാര), he then forfeits both the kanam (കാണം) & the paramba (പറമ്പ). The kuli (കുഴി) & the anubam (അനുഭവം) are taken from him, & he is sent about his business.

If the jenmkar (ജെന്മകാര) demands the paramba (പറമ്പ). and its patam (പാട്ടം) has been injured by public calamity or acts of the rajah (രാജാവ), he must pay the kudian (കുടിയാൻ) the whole of the kanam (കാണം), the kuli kanam (കുഴികാണം) and arye (അഴി). He is then at liberty to demand back the kolu (കൊഴു) and anubam (അനുഭവം).

If the jenmkar (ജെന്മകാര) demands the paramba (പറമ്പ), and it should be found injured from natural accidents, he must likewise pay the kanam (കാണം) money, the kuli kanam (കുഴികാണം) and arye (അഴി). When this is done before, he may require the kudian (കുടിയാൻ) to return the kolu (കൊഴു) and anubam (അനുഭവം).

The expressions kanam patamkar (കാണം പാട്ടകാര) and panaya patamkar (പണയപാട്ടകാര) are synonymous, they are thus understood;—The kudian (കുടിയാൻ) calls himself a patamkar (പാട്ടകാര) because he has paid the jenmkar (ജെന്മകാര) a kanam (കാണം) on the patam (പാട്ടം) of the paramba (പറമ്പ), the interest of which he deducts from the rent, and pays the balance, if any to the jenmkar (ജെന്മകാര). The jenmkar (ജെന്മകാര) calls the same person a panaya patamkar (പണയ പാട്ടകാര), because he has pledged (panaya (പണയം), a pledge) a sum of money in his hands for the patam of his paramba (പറമ്പ).

¶ The next species of lease is called verum patam (വെറും പാട്ടം), (verum (വെറും), empty) or a rent without security. When a jenmkr (ജെന്മകാര) lets his paramba (പറമ്പ) on this lease, he demands no kanam (കാണം). The kudian (കുടിയാൻ) takes possession of it on condition of paying the yearly patam (പാട്ടം), but the jenmkar (ജെന്മകാര) must pay kuli kanam (കുഴി കാണം) on taking or receiving back his paramba (പറമ്പ).

* The power and extent of the oondariti patam (ഉണ്ടുഴുതി പാട്ടം).

By this method, the jenmkar (ജെന്മകാര) receives the patam (പാട്ടം) for a series of years, as the parties may agree, in advance: on the execution of the karanam (കരണം), the kudian (കുടിയാൻ) must pay 4 fanams kanam (കാണം), & 2 fanams tushi kanam (ഇശികാണം). He then receives the anubam (അനുഭവം), but not the kolu (കൊഴു) from the jenmkar (ജെന്മകാര) Let us suppose that the jenmkar (ജെന്മകാര) has received the patam (പാട്ടം) of his paramba (പറമ്പ) in advance for 10

¶ Verum patam, VIDE G. * Oonadrti patam, VIDE H.

years. During this time he is not at liberty to demand the paramba (പറമ്പ) from the kudian (കുടിയാൻ), but if the kudian (കുടിയാൻ) should, before the expiration of the period, return the paramba (പറമ്പ), he loses the patam (പാട്ടം) for the number of years that he has possessed it, & suffers a mulct of twenty per cent. as sakshi (സാക്ഷി), and three per cent. tushi kanam (തുശികാണം), on the sum remaining after the patam (പാട്ടം) of the by-gone years is deducted. Thus, if the paramba (പറമ്പ) has been possessed for three years, that is deducted from seven, and twenty-three per cent. levied on the remainder, when the balance is paid to the kudian (കുടിയാൻ).

If the kudian (കുടിയാൻ) returns the paramba (പറമ്പ) in a worse state than he received it he must pay for the injury according as it may be estimated. He is also liable to make good this damage at the end of his lease, when the jenmkar (ജന്മകാരൻ) may resume the paramba (പറമ്പ).

But if the kudian (കുടിയാൻ) offers the paramba (പറമ്പ) back, the patam (പാട്ടം) of which has been diminished by war, or from people acting under the authority of the rajah (രാജാവ), he then only loses half of the money remaining in the hands of the jenmkar (ജന്മകാരൻ), after deducting the patam (പാട്ടം) of the years he has held the lease, but in this case he forfeits no sakshi (സാക്ഷി) or tushi kanam (തുശികാണം). Neither is the kudian (കുടിയാൻ) answerable for any kind of loss if he waits the expiration of his lease, before he delivers the paramba (പറമ്പ) over to the jenmkar (ജന്മകാരൻ).

If the kudian (കുടിയാൻ) offers to return the paramba (പറമ്പ) injured from winds or accidental causes, the jenmkar (ജന്മകാരൻ) is not obliged to accept it, but will desire him to remain in possession until the time of the deed is expired. If the kudian (കുടിയാൻ) should after all persist in returning his karanam (കരണം), he is not entitled to receive any part of the balance in the hands of the jenmkar (ജന്മകാരൻ).

If the kudian (കുടിയാൻ), before the expiration of the lease, returns the paramba (പറമ്പ) in the same perfect state in which he received it, he loses the patam (പാട്ടം) for the years he has been in possession, as also twenty per cent. sakshi (സാക്ഷി) and three per cent, tushi (തുശി), on the sum that remains after deducting the patam (പാട്ടം).

The jenmkar (ജന്മകാരൻ) has no power to demand the paramba (പറമ്പ) before the time for which the patam (പാട്ടം) is paid has expired, at least the kudian (കുടിയാൻ) is not liable to comply

Oondariti (ഉണ്ടറിതി—oondoo (ഉണ്ണു), to eat; ariti (അറുതി), over or clear; i. e., the jenmkar (ജന്മകാരൻ) has consumed or anticipated the produce.

The jenmkar (ജന്മകാരൻ) will call this karanam oondariti patam (കരണം ഉണ്ടറിതി പാട്ടം); the kudian (കുടിയാൻ) will call it oondariti kanam (ഉണ്ടറിതികാണം).

The kanam patam (കാണം പാട്ടം), the panaya patam (പണയപാട്ടം) and the verum patam (വെറുംപാട്ടം), to which may possibly be added the oondariti patam (ഉണ്ടറിതിപാട്ടം), are the only karanams (കരണങ്ങൾ) subject to yearly payments.

I have on this account classed them under the head of lease. Although they convey only a temporary possession, the verum patam (വെറും പാട്ടം) alone exactly corresponds with that term. The others, as do all that come under the general head kanam (കാണം), partake in some degree of the nature of mortgages, pledges for the interest of money lent.

Notwithstanding this & some other objections that may be urged, I would prefer to consider them under the name of lease, because it is their common interpretation, and because it will be useful to distinguish a tenant from a mortgagee.

OF MORTGAGE.

There are various degrees and species of * mortgage.

The first is kayividu otti (കൈവിട ഒറി), which has been already described in giving an account of the mode of disposing of jenm (ജന്മം) property. Kudima nir (കുടിമ നീര) and otti kumpuram (ഒറിക്കും പുറം) may also be considered as mortgages, since they lay an additional burthen on the property, & make its redemption more difficult. As these deeds cannot however be executed in the first instance, and must follow kayividu otti (കൈവിട ഒറി), on which an advance is made to the full value of the thing mortgaged, they are only to be considered as an appendage of it. Indeed, it may be doubted whether any of those deeds answer to our ideas of mortgage. They are more properly deeds of sale with reservation of certain seigniorial rights to the original proprietor, a mode of disposing of lands strongly feudal, & still practised in some parts of Europe. The attipet ola (അട്ടിപ്പെറോല) is a positive deed of sale.

† Otti.—The deed otti (ഒറി) approaches the nearest to a genuine mortgage. It will still be found to differ from the meaning we in general attach to that term, inasmuch as it is a consideration for the principal, without reference to the interest, with which alone is mortgage in our laws conversant. It is a sum of money lent on a paramba (പറമ്പ), the interest of which is equal to the patam (പാട്ടം) pledged for the principal, but redeemable at pleasure. It may be executed without the consent of the heir, nor are any witnesses necessary besides the parties & the writer for the karanam (കരണം). The amount of 1,000 fanams (supposing the paramba (പറമ്പ) valued at 1,500) is specified in this karanam (കരണം) as it is in that of kayividu otti (കൈവിടഒറി), but the word kayividu (കൈവിട) is omitted, and the contract is less strictly expressed.

On the execution of the otti karanam (ഒറികരണം), the kudian (കുടിയാൻ) becomes entitled to the whole of the produce of the paramba (പറമ്പ), and pays no patam (പാട്ടം), since that is for the interest of his loan, but if the patam (പാട്ടം) should exceed the interest, the excess belongs to the jenmkar (ജന്മകാരൻ). If the kudian (കുടിയാൻ) should after some time offer the paramba (പറമ്പ) back to the jenmkar (ജന്മകാരൻ), & demand the sum (otti dravyam) (ഒറിദ്രവ്യം) he has advanced to be returned, he must lose ten per cent., which will be deducted from that amount; this fine or forfeit is called sakshi (സാക്ഷി). As the interest of the otti dravyam (ഒറി ദ്രവ്യം), calculating at five per cent., is commonly equal to the patam (പാട്ടം) of the paramba (പറമ്പ), it is called nera palisha (നെര പലിശ); nera (നെര), equal, palisha (പലിശ), interest, equal to the true patam (പാട്ടം) of the paramba (പറമ്പ). But should the patam (പാട്ടം) or lease rent of the paramba (പറമ്പ) be more than the interest of the sum in the jenmkar's (ജന്മകാരൻറെ) hand, that overplus is called patam (പാട്ടം), and the first is sometimes in that case considered as kanam (കാണം). This disagreement however seldom happens, as the sum lodged with the jenmkar (ജന്മകാരൻ) is calculated on the actual worth of the paramba (പറമ്പ); should it also happen that the produce of the paramba (പറമ്പ) has diminished, while in the hands of the kudian (കുടിയാൻ), & that the original patam (പാട്ടം) of fifty fanams is reduced to thirty, he must suffer a further reduction of 400 fanams from the amount lodged with the jenmkar (ജന്മകാരൻ). This deduction must be equal to the principal of the patam (പാട്ടം) impaired, reckoning at the rate of 5 per cent. The kudian (കുടിയാൻ) must be paid kuli kanam (കൂലികാണം).

Should however the jenmkar (ജന്മകാരൻ) demand the paramba (പറമ്പ) from the kudian (കു

* Mortgage. † Otti VIDE J.

ടിയാൻ) & offer to return his otti dravyam (ഒറിദ്രവ്യം), the kudian (കുടിയാൻ) in this case is liable to no deduction from his principal, and the jenmkar (ജന്മകാരൻ) must repay it without dispute.

In this case also the improvement of the kudian (കുടിയാൻ) must be estimated and paid for in the following manner: should the patam (പാട്ടം) for example be increased from 50 to 70 fanams, & in this state of improvement the jenmkar (ജന്മകാരൻ) required his paramba (പറമ്പ) to be returned to him, he must first pay the kudian (കുടിയാൻ) 400 fanams, the principal of the produce, or value of the improvement. But if the kudian (കുടിയാൻ) should in this state offer the paramba (പറമ്പ) to the jenmkar (ജന്മകാരൻ), he would only be entitled to receive the common kuli kanam (കുഴികാണം), as it is in case the jenmkar (ജന്മകാരൻ) makes a demand of his paramba (പറമ്പ), that he must pay a sum, the interest of which at five per cent., would be equal to the kuli kanam patam (കുഴികാണം പാട്ടം), or the rent that has arisen from improvement.

The ottikondavan (ഒറികൊണ്ടവൻ), or the mortgagee (literally purchaser of otti) (ഒറി), has the power to let out a paramba (പറമ്പ) held by this tenure to others on patam (പാട്ടം) and kuli kanam (കുഴികാണം). He cannot however burn or bury in the paramba (പറമ്പ), nor is he allowed to cut any trees. The jenmkar (ജന്മകാരൻ) may burn or bury, but he cannot cut a tree without the consent of the otti kondavan (ഒറികൊണ്ടവൻ), and even then he ought not to cut down a tree that will diminish the patam (പാട്ടം).

* Otti kuli kanam (ഒറി കുഴികാണം) is another species of mortgage. The rules and powers of this karanam (കരണം) do not differ materially from those of otti (ഒറി). There is this difference; that in case the kudian (കുടിയാൻ) should express a desire to return the paramba (പറമ്പ) to the jenmkar (ജന്മകാരൻ), he is not answerable for any injury or diminution of the patam (പാട്ടം), but a deduction of ten per cent. will be made from the otti dravyam (ഒറി ദ്രവ്യം), or the sum advanced on the mortgage. This as before is called sakshi (സാക്ഷി). The otti kuli kanamkar (ഒറി കുഴികാണക്കാരൻ) receives in this case kuli kanam (കുഴികാണം). The rate of paying the kuli kanam (കുഴികാണം) is the same as in otti (ഒറി), excepting that in the case of the kudian's (കുടിയാന്റെ) offering the paramba (പറമ്പ) to the jenmkar (ജന്മകാരൻ), he is obliged to pay twenty per cent. on the amount of the improvements. On the other hand, if the jenmkar (ജന്മകാരൻ) demands the paramba (പറമ്പ), the kudian (കുടിയാൻ) suffers no deduction but receives back his principal and the estimated value of all his improvements. It is not necessary that the heir should be consulted in executing the karanam (കരണം,) nor that any witnesses should be present besides the writer of the deed. The kudian (കുടിയാൻ) who holds by this tenure may let out the paramba (പറമ്പ) on kanam patam (കാണം പാട്ടം), & verum patam (വെറുംപാട്ടം). Otti kuli kanam (ഒറികുഴികാണം)—otti (ഒറി), covered or caught; kuli (കുഴി), the pit or hole dug in which they plant trees; kanam (കാണം), the sum in advance on the mortgage.

† The next method by which a jenmkar (ജന്മകാരൻ) may mortgage his paramba (പറമ്പ) is called adima jenm (അടിമജന്മം). When the karanam (കരണം) is executed, the sum demanded by the jenmkar (ജന്മകാരൻ) is paid, but not mentioned in the deed. The adima jenm (അടിമജന്മം) must be executed in the presence, and with the consent of the heir, but no other witness is required than the writer of the deed. The use of the adima jenm (അടിമ ജന്മം) is confined to the namboories (നമ്പൂതിരന്മാർ), the rajahs (രാജാക്കൾ), and the heads of the villages or deshams (ദേശക്കാർ). They have recourse to it when they mortgage their lands to the inferior castes. The sum, or adima jenm panam (അടിമ ജന്മ പണം) required by the jenmkar (ജന്മകാരൻ) in this

* Otti Kuli Kanam, Vide K. † Adima Jenm, Vide L.

mortgage, is generally below the real value of the paramba (പറമ്പ), and is paid by the adima kolunavan (അടിമ കൊള്ളുവൻ) on signing the deed, although it is not specified in it. The power of the adima jenm (അടിമ ജന്മം) is equal to that of nir mutal (നിർമുതൽ), the third karanam (കരണം) in purchasing a jenm (ജന്മം). The same regulations are observed by the jenmkar (ജന്മകാരൻ) and the jenm kolunavan (ജന്മം കൊള്ളുന്നവൻ) as in that of karanam (കരണം); when the adima kolunavan (അടിമ കൊള്ളുന്നവൻ) wishes to dispose of the paramba (പറമ്പ), he must make the first offer to the jenmkar (ജന്മകാരൻ), nor can he, in case of his refusal, dispose of it for a larger sum than he has advanced on the mortgage. The adima jenmkar (അടിമജന്മകാരൻ) must wait on the jenmkar (ജന്മകാരൻ) at the feast of Oonam (ഓണം), and make him a present of two or four fanams. The power conveyed by the first deed descends to the heir and all the posterity of the original adima kolunavan (അടിമ കൊള്ളുന്നവൻ). But should their line become extinct, the last of the family can only bequeath to a friend or acquaintance the adima jenm (അടിമ ജന്മം) and the kuli-kanam (കുഴികാണം), since the paramba (പറമ്പ) on the failure of heirs cannot be withheld from the jenmkar (ജന്മകാരൻ) on his demanding it and repaying the mortgage with the expense of the improvements. This forms the great distinction between this deed and the kayividu otti karanam (കൈവിട ഒറി കരണം*). By the last it may, notwithstanding the loss of heirs, be bequeathed like other property, and is not demandable on that event by the jenmkar (ജന്മകാരൻ). Adima jenm (അടിമ ജന്മം)—adian (അടിയാൻ), a low person, a dependent, jenm (ജന്മം), freehold right; signifying one who holds from a superior.

* Kettiadakam (കെട്ടിയടക്കം) is another mode of mortgaging jenm (ജന്മം) property. Jenmkar (ജന്മകാരൻ) borrows 1,000 fanams at five per cent., or at any other rate of interest which may be fixed between the parties. The jenmkar (ജന്മകാരൻ) mortgages a paramba (പറമ്പ) as security for this loan, the patam (പാട്ടം) of which the lender takes care is equal at least to the interest of his money. The paramba (പറമ്പ) remains under the management of the jenmkar (ജന്മകാരൻ), until he fails in the regular payment of the interest, when the creditor seizes the paramba (പറമ്പ), and retains it in his own possession. He reserves the patam (പാട്ടം) or rent to himself, so long as the jenmkar (ജന്മകാരൻ) is unable to pay the original loan. If the patam (പാട്ടം) exceeds the amount interest, the kettiadakanavan (കെട്ടി അടക്കുന്നവൻ) must pay the overplus to the jenmkar (ജന്മകാരൻ). If the kettiadakanavan (കെട്ടിഅടക്കുന്നവൻ) keeps the overplus to himself, or if the jenmkar (ജന്മകാരൻ) should allow it to remain in his hands, it will bear the same interest as the mortgage. This expedient is usually resorted to by the jenmkar to redeem his hands; for if in the course of time, this overplus should increase until it becomes equal to the sum lent, the jenmkar (ജന്മകാരൻ) is then at liberty to dispossess the kolunavan (കൊള്ളുന്നവൻ) of the paramba (പറമ്പ): so long however as fortune continues unfavourable to the jenmkar (ജന്മകാരൻ), & he is unable to discharge his debt, the kettiadakanavan (കെട്ടി അടക്കുന്നവൻ) retains possession of the paramba (പറമ്പ), and enjoys the patam (പാട്ടം): should the poverty of the jenmkar (ജന്മകാരൻ) bear hard upon him, and oblige him to dispose of the paramba (പറമ്പ) as jenm (ജന്മം), he is under no obligation to make the first offer to the kettiadakanavan (കെട്ടി അടക്കുന്നവൻ); he may dispose of it to any person in preference, either burthened with the mortgage or first repaying that debt, when the kettiadakanavan (കെട്ടി അടക്കുന്നവൻ) has no further claim on the paramba (പറമ്പ).

In this transaction, no other karanam (കരണം) or deed is necessary, besides the original mortgage, which remains in the hands of the kettiadakanavan (കെട്ടിഅടക്കുന്നവൻ), and is sufficient

* Kettiadakam. Vide M.

authority for him to seize the paramba (പറമ്പ) when the interest is unpaid. The mortgagee cannot burn or bury a corpse in the paramba (പറമ്പ), nor cut a tree. The exercise of these prerogatives continue with the jenmkar (ജന്മകാരൻ), but he can only cut a tree that will not diminish the patam (പാട്ടം). Kettiadakam (കെട്ടി അടക്കം)—ketti (കെട്ടി), to embrace or bind; adakam (അടക്കം), to take possession of; the instrument by which an estate may be seized & kept possession of.

† The arye kuli kanam (അഴികഴികാണം) is the mode of bringing uncultivated paramba (പറമ്പ) lands into cultivation. It can neither be called a mortgage nor a lease. A person who wishes to undertake the labour of improving land, goes to the owner of a waste paramba (പറമ്പ), and questions him at what expense it may be brought into a state of cultivation: to determine this question, two men on the part of the jenmkar (ജന്മകാരൻ), and two on the part of the proposer, proceed to the spot for the purpose of judging of the labour necessary to render the land productive.

These deputies (kanam jenm mariada aryanavar) (കാണം ജന്മം മര്യാദ അറിയുന്നവർ) carefully inspect the paramba (പറമ്പ); they estimate the expense of levelling, of clearing it of jungle, of stones, & of removing every impediment to cultivation. Erom their knowledge of these particulars, they calculated the expense that would attend the cultivation of the paramba (പറമ്പ).

This being fixed, and the parties agreed, the jenmkar (ജന്മകാരൻ) executes the karanam (കരണം) arye (അഴി) or iye kuli kanam (അഴി കുഴികാണം). By this deed he binds himself to repay the cost judged by the assessors necessary to be laid out in cultivating the paramba (പറമ്പ), provided the kudian (കുടിയാൻ) with whom he enters into this agreement shall bring the lands into the necessary state of cultivation. He engages besides to pay kuli kanam (കുഴികാണം), for all the trees he may plant, or for other improvements. This agreement is made for three years, during which period, the jenmkar (ജന്മകാരൻ) is not at liberty to demand the paramba (പറമ്പ) from his kudian (കുടിയാൻ); but after that time expires, he may take it back when he pleases.

The kudian now takes possession of the waste land, & begins to labour for its improvement, expecting that by a continual exertion of industry, he will derive a reasonable advantage. In the course of three years he has made all the progress he hoped for, and has reaped the produce of the paramba (പറമ്പ) free from any demands of the jenmkar (ജന്മകാരൻ).

At the end of this period, the jenmkar (ജന്മകാരൻ) claims the paramba (പറമ്പ) from the kudian (കുടിയാൻ); but before he can enforce this demand, he must reimburse the kudian (കുടിയാൻ) the expenses of cultivation, by paying the sum mentioned in the karanam (കരണം) arye kuli kanam (അഴി കുഴികാണം), and which was fixed by the assessors. He must also pay for the kuli kanam (കുഴികാണം), i. e. for any improvements beyond those he engaged to make, or which are not in the original estimate. If the value of the kuli kanam (കുഴികാണം) amounts to 100 fanams, the jenmkar (ജന്മകാരൻ) must pay the kudian (കുടിയാൻ) twenty per cent. on that sum, and so on for every hundred. For every cocoa-nut tree planted, he receives two fanams.

But should the kudian (കുടിയാൻ) himself propose to return the paramba (പറമ്പ) to the jenmkar (ജന്മകാരൻ) at the expiration of three years, he is, in that case, liable to a deduction of twenty per cent. on the amount fixed for the labour of improving and bringing a waste paramba (പറമ്പ) into good order for planting it with trees. He receives, however, the full value of his kuli kanam (കുഴികാണം); but the trees planted are estimated and only paid for according to their state or their actual size.

† Arye Kuli Kanam, Vide N.

Should the jenmkar (ജന്മകാരൻ) leave the paramba (പറമ്പ) with the kudian (കുടിയാൻ) for a series of years, and the improvements in that time increase considerably, he must pay the kuli kanam (കുഴികാണം) for the whole period, besides the interest of the sum at which the improvements were orginally estimated, before he can take possession of the estate.

* The kudian (കുടിയാൻ) can neither burn or bury, nor cut a tree, while he holds a paramba, (പറമ്പ) in this manner. The jenmkar (ജന്മകാരൻ) has the power of burning or burying a corpse, but he cannot cut a fruit-bearing tree without the consent of the kudian (കുടിയാൻ); so long as the jenmkar (ജന്മകാരൻ) neglects to pay the kuli kanam (കുഴികാണം), the kudian (കുടിയാൻ) enjoys the produce of the paramba (പറമ്പ).

The jenmkar (ജന്മകാരൻ) cannot on any account deprive the kudian (കുടിയാൻ) of the paramba (പറമ്പ) at the time of reaping, or when it has, by his labour, been brought to a state of producing patam (പാട്ടം). Should the jenmkar (ജന്മകാരൻ) at this period wish to eject the kudian (കുടിയാൻ), he must either pay him three years' rent of the paramba (പറമ്പ), or allow him to remain so long in possession. This is thought a just remuneration to a person, by whose industry, unproductive land is brought into cultivation. It is however observed, that examples hardly ever occur, in which a jenmkar (ജന്മകാരൻ) demands a paramba (പറമ്പ) from a kudian (കുടിയാൻ), who has remained to the period of its first producing. The constant practice is to allow him to reap the produce of three years, as a reward for his perseverance and industry, eventually for the benefit of the jenmkar (ജന്മകാരൻ) or his posterity. The heir of the kudian (കുടിയാൻ) is entitled to all the rights and indulgencies of his predecessor.

† Arye kuli kanam (അഴികഴികാണം): arye (അഴി), expense; kuli kanam (കുഴികാണം), the price of improvement.

‡ The deed executed for the improvement of land already in a state of cultivation is called kuli kanam (കുഴികാണം).

§ If a jenmkar (ജന്മകാരൻ) wishes to get a paramba (പറമ്പ) improved, either by planting more trees, or by rendering those that are planted more productive, he has recourse to this karanam (കരണം). In his agreement with the kudian (കുടിയാൻ) it is specified, that he has let out his paramba (പറമ്പ) with a view to its improvement (kuli kanam) (കുഴികാണം), and that he will pay the expense incurred on every article of increase, according to the established customs and rates. He makes no advance, and pays no patam (പാട്ടം). In concluding this agreement, the jenmkar (ജന്മകാരൻ) delivers with the karanam (കരണം), a knife or piece of iron to the kudian (കുടിയാൻ), who makes three cuts with it on the ground, and retains it in his possession. In return, he presents the jenmkar (ജന്മകാരൻ) with two fanams, which are called kolu panam (കൊഴുപണം); kolu (കൊഴു), signifies the iron blade or ploughshare; panam (പണം), fanam; meaning the fanams given for liberty to plough or dig in the jenmkar's (ജന്മകാരന്റെ) land. The jenmkar (ജന്മകാരൻ), in presenting the knife or piece of iron, is supposed to furnish the kudian (കുടിയാൻ) with the instrument for opening the earth to receive seed, or for digging holes in which to plant trees.

A cocoa-nut or a betel-nut is also given by the jenmkar (ജന്മകാരൻ) at the time of presenting the kolu (കൊഴു); but this is not necessary on letting out rice-grounds on patam (പാട്ടം), when the kolu (കൊഴു) is sufficient.

‖ This ceremony of the kolu (കൊഴു) is observed in the execution of every karanam (കരണം) for the transfer, mortgage and lease of landed property.

* Note 5. † Note 6. ‡ Kulikanam Vide O. § Note 7. ‖ Note 8.

The kuli kanam kudian (കുഴിക്കാണം കുടിയാൻ) now takes possession of the paramba (പറമ്പ), and proceeds to plant such fruit trees and plants as he thinks will be most profitable to himself.

Should the paramba (പറമ്പ) after some time be improved to the satisfaction of the jenmkar (ജന്മക്കാരൻ), and he demands it back from the kudian (കുടിയാൻ), which he may do when he pleases, first paying for the improvements that have been made, and the trees that have been planted, according to the rates in the following tables.

‡ The cocoa-nut tree has eight different periods, or sizes, before it is considered a complete tree and bearing a full load of fruit. The time of its attaining this state depends on its situation. In some places it will be sufficiently productive in five or six, in others not less than eight or nine years. Some places are so unfavourable to the growth of this plant, that it is twelve years arriving at maturity. The names and value of the tree at its several periods are contained in the annexed table.

TABLE FIRST.

Containing the eight periods of the Tengo (തെങ്ങ) or Cocoa-nut tree, the Name of the Tree under each period, and its Value in every stage, until it becomes a bearing Tree.

The Periods or Stages of Valuation.	The Names and Description of the periods.	First. Rs.	Qs.	Second. Rs.	Qs.	Third. Rs.	Qs.	Fourth. Rs.	Qs.	Fifth. Rs.	Qs.	Sixth. Rs.	Qs.	Seventh. Rs.	Qs.	Eighth. Rs.	Qs.
If the kudian (കുടിയാൻ) returns the paramba (പറമ്പ) to the jenmkar (ജന്മക്കാരൻ), he must pay for the trees at the rates in the annexed columns, which is the custom of Malabar, and likewise 20 ℘ cent. arye (അഴി) on the amount of the whole.	Kuli Tayi (കുഴിത്തയ്യ), a plant inside the hole, i. e., it is yet confined to the pit in which it was planted, & does not appear above the surface of the ground.	0	0	25	0	0	50	0	0	75	0	1	0	0	1	25	0	1	50	0	1	75	0	2
	Killi ola Tayi (കിളിയൊലത്തയ്യ), a plant with its leaves separating, and beginning to spread out from the pit.																							
	Killi ola modorandallo (കിളിയൊല ഒതിൻതൈ), a plant with its branches rising and spreading out from the pit.																							
	Kodam Perinji (കൊടം പിരിഞ്ഞ), a plant with the stem of the tree equal to the ground.																							
	Ana addi (ആനയടി), a plant with the stump above the ground 3 or 4 inches, spread open like the mark of an elephant's foot.																							
	Maram Vakshu (മരം വെച്ചു), the tree of a span from the ground.																							
	Kollay Kaduthadu (കൊലക്കടുത്തത), a tree with the flowers near shooting out.																							
	Kollachadu (കൊലച്ചത), a tree with flowers [illegible]																							

‡ Notes 9 and 10.

If the jenmkar (ജന്മക്കാരൻ) demands the paramba (പറമ്പ) from the kudian (കുടിയാൻ), he must pay for every plant at the price of the kollachadu (കൊലച്ചത), and, as before, 20 per cent. on the entire sum	0	2	0	0	2	0	0	2	0	0	2	0	0	2	0	0	2	0	0	2	0	0	2	0

Should the plantation have arrived at the two last stages (the seventh and eighth), and be on the eve of producing, the jenmkar (ജന്മക്കാരൻ), cannot demand the paramba (പറമ്പ), from his kudian (കുടിയാൻ), without allowing him to reap the produce of three years, or paying him a sum of money equivalent thereto. Should he dispossess him, and pay him in money, he must, besides the value of the plants, pay 20 per cent. on the arye, (അഴി), or expense of kuli kanam (കുഴിക്കാണം).

The cocoa-nut plants are set in pits dug for their reception of one yard in depth, manured with dry dung, salt, and ashes. Where the soil is favourable to them, they will sometimes begin to yield when the body of the tree is little more than a span above the ground. If the soil or other circumstances should be unfavourable, they will not bear until they are five or six feet high. The kudian (കുടിയാൻ) must plant them at twenty-two feet distance from each other. The kanamkar (കാണക്കാരൻ) is obliged to plant at intervals of twenty-four feet.

1. Kuli tayi (കുഴിത്തയ്യ).—Kuli (കുഴി), a pit; tayi (തൈ), a young plant of any kind; thus named from its situation in the pit.

2. Killi ola tayi (കിളിയൊലത്തയ്യ).—Killi (കിളി) a bird; ola (ഓല), a leaf; tayi (തൈ), plant; so called from a fancy that the leaves in this state spread out like the wings of a bird.

3. Killi ola modranda tayi (കിളിയൊല ഒതിൻതൈ).—Killi (കിളി), a bird; ola (ഓല), cadjan; modranda (ഒതിൻ), higher or longer; tayi (തൈ), plant. The same allusion as the foregoing, with an additional epithet expressive of the further growth of the tree.

4. Koddam (കൊടം) or Kodam perinji (കൊടം പിരിഞ്ഞ).—Koddam (കൊടം), a pot; perinji (പിരിഞ്ഞ), spread or open, like a pot or cabbage.

5. Ana addi tayi (ആനയടിതൈ).—Ana (ആന), an elephant; addi (അടി), a footstep. It is supposed to have the appearance at this time of the print of an elephant's foot.

6. Maram vekshu (മരം വെച്ചു).—Maram (മരം), a tree; vakshu (വെച്ചു), fixed; that it has attained the state of a tree.

7. Kollay Kaduthadu (കൊലക്കടുത്തത).—Kollay (കൊല), blossom; kaduthadu (അടുത്തത), near or almost.

8. Kollachadu (കൊലച്ചത്ത).—Kollacha (കൊലച്ച), bunch; du (ത്ത), ripe.

The panna (പന) (brab or palmyra tree) have the same names and periods in their cultivation as the cocoa-nut tree, and the jenmkar (ജന്മക്കാരൻ) must pay for them at the same rates; but the kudian (കുടിയാൻ) is not entitled to the indulgence of three years, and the paramba (പറമ്പ) under this cultivation is resumable at any time by the jenmkar (ജന്മക്കാരൻ) on paying the usual rates.

TABLE SECOND.

Containing the eight Periods of the Pillava (പിലാവ്) or Jack Tree, the Name of the Tree under each period, and its Value in every stage until it becomes a bearing Tree.

The Periods or stages of Valuation	The Names and Description of the Periods.	First.	Second.	Third	Fourth.	Fifth.	Sixth.	Seventh.	Eighth.
		Pillava Tayi (പിലാവ തയ്യ), a small plant, with fifteen or sixteen leaves.	Koda Kal (കുടക്കാൽ), a plant with a stem about the thickness of the finger.	Negam Charar, (നൊകം ചാരൽ), a plant about the thickness of a person's arm.	Agay Kaduthadu (അകക്കടുത്തത), a plant the thickness of a person's thigh.	Agay Ittadu (അകയിട്ടത), a plant the thickness of a person's waist.	Kadal Vakshu (കാതൽവെച്ചു), a tree with yellow timber.	Kay Kaduthadu (കായ്കടുത്തത), a tree almost yielding.	Kachu or Kaychi (കാച്ചു), a tree bearing.
		Rs. Qs. Rs.	Rs. Qs. Rs.	Rs. Qs. Rs.	Rs. Qs. Rs.	Rs. Qs. Rs.	Rs. Qs. Rs.	Rs. Qs. Rs.	Rs. Qs. Rs.
If the Kudian (കുടിയാൻ) offers back the paramba (പറമ്പ) to the jenmkar (ജന്മകാരൻ), he must be paid for his labour at the rates of the annexed columns, which is agreeably to the custom of the country, and also 20 per cent. arye (അഴി)		0 0 50	0 1 0	1 0 0	2 0 0	3 0 0	4 0 0	5 0 0	6 0 0
If the jenmkar (ജന്മകാരൻ) demands the paramba (പറമ്പ) from the kudian (കുടിയാൻ), he must pay him at the rate annexed, according to the custom of the country, and 20 per cent. arye (അഴി)		0 1 0	0 2 0	1 2 0	3 0 0	4 0 0	5 0 0	8 0 0	8 0 0

In paramba (പറമ്പ) cultivation, six jack trees are allowed to be planted for every hundred cocoa-nut trees. Should a kudian [കുടിയാൻ] plant beyond this proportion, he is not entitled to any kuli kanam [കുഴിക്കാണം], unless the jenmkar (ജന്മകാരൻ) should admit the excess into the estimate of cultivation. There is a rule which the kudian (കുടിയാൻ) is in every case obliged to observe in planting trees, which is, to reserve a spot in the north-east corner of the paramba (പറമ്പ) for the jenmkar's (ജന്മകാരന്റെ) house, and where he must also build his own, should he be allowed to inhabit the paramba (പറമ്പ). In this case the jenmkar (ജന്മകാരൻ) must pay the expense of the house on resuming possession of the paramba (പറമ്പ), but if the kudian (കുടിയാൻ) has made any other improvements in that spot, he receives no kuli kanam (കുഴിക്കാണം).

it of the spot reserved in the north-east corner for the purpose in question, may be
ie following example:—If a paramba (പറമ്പ) measures one hundred and twenty
(yards) in length and breadth, the spot to be kept clear for the house should be
in breadth, and the same in length.

va tayi (പിലാവതൈ).—Pillava (പിലാവ), a jack; tayi (തൈ), a young tree.

a kal tayi (കൊടുകാൽതൈ) Koda (കൊട), an umbrella; kal (കാൽ), the stick or handle;
in this stage has the appearance of an umbrella, and its stem that of the handle.

Negam chara tayi (നൊകംചാരതൈ).—Negam (നൊകം), the stick used in yoking bullocks
hing; charar (ചാരൽ), to push; alluding to an opinion that the tree in this state is able
he pressure of two yoked bullocks.

gay kaduthadu (അകക്കടുത്തത).—Aga (അക), a bud, a germ; cadduthadu (കടുത്തത), al-
e almost bearing.

ay Ittadu (അകയിട്ടത).—Aga (അക), a bud; ittadu (യിട്ടത), appeared; descriptive of
rowth of the tree.

l vakchu (കാതൽ വെച്ചു).—Kadal (കാതൽ), strength; vakchu (വെച്ചു), fixed, set; a
attained its full strength.

i kaduthadu (കായ്കടുത്തത).—Kai (കായ), green or young fruit; kaduthadu (കടുത്തത),

achu (കാച്ചു), yielding; a tree bearing jacks.

k tree, if properly attended to, will attain its eighth period in twelve years.

nmkar (ജന്മകാരൻ) may resume his paramba (പറമ്പ) when the jacks are on the eve
y, on paying their value and arye (അഴി).

TABLE THIRD.

Containing the three Periods of the Kayanga (കുഴക്ക) or Areca Tree, the Names af the Tree under each Period, and its Value in every stage until it becomes a bearing Tree.

Period or Stages of Valuation.	First.	Second.	Third.
and Description of the Periods.	Tayi Kayanga (തൈ കുഴക്ക), a plant about the thickness of a finger.	Maram Vakshu (മരംവെച്ചു), a plant something thicker than the arm.	Kachudu (കാച്ചത), a tree beginning to bear fruit.
an (കുടിയാൻ) returns the paramo the jenmkar (ജന്മകാരൻ), he at the annexed rates, which are the custom of the country, and cent. arye (അഴി) on the total	Rs. Qs. Rs. 0 0 16	Rs. Qs. Rs. 0 0 20	Rs. Qs. Rs. 0 0 25
nmkar (ജന്മകാരൻ) demands the ാമ്പ) back from the kudian (കുടി ist pay for the trees of all ages f the third period, and also 20 e (അഴി).	0 0 25	0 0 25	0 0 25

he whole of the plantation, or a considerable part of it, be in the state of the second
ods, it is not demandable by the jenmkar (ജന്മകാരൻ), without allowing the kudian
eap the benefits of it for three years, or paying him a sum of money as an equivalent

The jenmkar (ജന്മകാരൻ) is still subject, in case of resumption, to pay for the trees at the above rates, and for all the expenses of kuli kanam (കുഴികാണം).

1. Tayi kayanga (തൈകഴുങ്ങ).—Tayi (തൈ), a young plant; kayanga kallovoo (കഴുവ്), a gallows; from the resemblance which the tree is said to bear to that on which criminals were formerly executed in Malabar.

2. Maram vakshu (മരം വെച്ചു).—Maram (മരം), a tree; vakshu (വെച്ചു), set; a tree has assumed a fixed appearance.

3. Kachadu or kachudu (കാച്ചത), yielding, bearing. A full-bearing tree is also called kayanga (കഴുങ്ങ) and areka maram (അടക്കാമരം).

TABLE FOURTH.

Containing the four Periods of the Chapang (ചപ്പങ്ങ) Tree, the Names of the Tree under each Period, and its Value under every stage, until it becomes a Tree for cutting.

The Periods or Stages of Valuation.	First.	Second.	Third.	Fourth.
The Names and Description of the Periods.	Tayi Chapang (തൈ ചപ്പങ്ങ), a plant about the thickness of a finger.	Mulu Vakshu (മുള്ള വെച്ചു), a plant with thorns shooting out.	Chogapu Vakshu (ചൊകപ്പു വെച്ചു), a tree with red timber.	Mulu Tollinhadu (മുള്ള തൊഴിഞ്ഞത), a tree without thorns, i. e. after they have dropped off.
If the kudian (കുടിയാൻ) returns the paramba (പറമ്പ) to the jenmkar (ജന്മകാരൻ), he must pay him at the rates in the annexed columns, and 20 per cent. arye (അഴി).	Rs. Qs. Rs. 0 0 50	Rs. Qs. Rs. 0 1 50	Rs. Qs. Rs. 0 3 0	Rs. Qs. Rs.
If the jenmkar (ജന്മകാരൻ) demands the paramba (പറമ്പ) from the kudian (കുടിയാൻ), he must pay for the whole of the plants at the rate of the fourth period, first deducting 20 per cent. on the sale.				

The kudian (കുടിയാൻ), for cultivating trees of this kind, is not entitled to the indulgence of three years' advantage, nor does he receive any sum on the account from the jenmkar (ജന്മകാരൻ). This species of plantation, when it reaches the fourth period, is plucked up by the roots, and sold. The natives extract a red colour from the wood by boiling it.

1. Tayi chapang (തൈചപ്പങ്ങ).—Tayi (തൈ), a young plant; chayam (ചായം), colour, a die; hence applied to the tree.

2. Mulu vakshu (മുള്ള വെച്ചു).—Mulu (മുള്ള), a thorn; vakshu (വെച്ചു), set, i. e., the thorns have appeared.

3. Chogapu vakshu (ചൊകപ്പു വെച്ചു).—Chogapu (ചൊകപ്പു), red; that the tree has attained that state in which it begins to produce the red colour.

4. Mulu tollinhadu (മുള്ളതൊഴിഞ്ഞത).—Mulu (മുള്ള), a thorn; tollinhadu (തൊഴിഞ്ഞത), falling off.

The chapang (ചപ്പങ്ങ) tree requires ten or twelve years to arrive at the last period, when it is fit for cutting. It is produced from the seed, and transplanted from beds wherein it is first sown. It requires afterwards but little attention. It produces a colour that is used in dyeing coarse cloths.

TABLE FIFTH.

Containing the periods of the Vallava (വാഴ) Plantain Tree, the Names of the Tree under each period, and its Value under every stage, until it becomes a bearing Tree.

The Periods or Stages of Valuation.	First.			Second.		
The Names and Descriptions of the Periods.	Kolla Kaddu (കൊലകാത്ത), a plant not yielding.			Kollachadu (കൊലച്ചത), a tree bearing fruit.		
If the kudian (കുടിയാൻ) returns the paramba (പറമ്പ) to the jenmkar (ജന്മകാരൻ), the latter must pay the cultivator at the annexed rates, and 20 per cent. arye (അഴി).	Rs. Qs. Rs. 0 0 12			Rs. Qs. Rs. 0 0 25		
If the jenmkar (ജന്മകാരൻ) demands the paramba (പറമ്പ), he must pay as follows.	0	0	25	0	0	50

There are many sorts of plantains. The above calculation is on the species called nindra vallay (നെന്തരവാഴ), or common plantain. The rest pay according to the labours necessary for their cultivation, as, for example:—The kudian (കുടിയാൻ) when he returns the paramba (പറമ്പ) on which he has cultivated the paddu vallay (പാടുവാഴ), a plantain which will bear without transplanting, receives for every young tree only two reas, and for such as bear according to the number of plantains, by counting them in the bunch, and reckoning them at the rate of four fanams per thousand. The paddu vallay (പാടുവാഴ), when demanded by the jenmkar (ജന്മകാരൻ), he must pay to the kudian (കുടിയാൻ) for an unproductive tree four reas; for those bearing fruit at the rate of six fanams a thousand. At the dearest times, the first are reckoned at the rate of twenty fanams a thousand, and never less than four.

1. Kolla kaddu (കൊലകാത്ത).—Kolla (കൊല), the flower; kathadu (കാത്തത), not; signifying that it is not in a productive state.

2. Kollachadu (കൊലച്ചത) yielding.

The plantain, unless in a very favourable soil, does not bear in less than six months. It is propagated by suckers or young plants. There are a great many varieties of this tree, and it is extremely susceptible of improvement. In the nindra vallay (നെന്തരവാഴ) the young plants must be separated from the parent stock, and removed to another situation.

The paddu vallay (പാടുവാഴ) will bear on the same spot, and in clumps.

TABLE SIXTH.

Containing an account of the four periods of the Vettila Vallu (വെറ്റിലവള്ളി), or the Betel Vine, the Names of the Vine under each period, and its Value in every stage, until it becomes a bearing Vine.

The Periods or Stages of Valuation.	First.	Second.	Third.	Fourth.
The Names and Description of the Periods.	Koolly Kody (കുഴികൊടി), or Koolloo Valloo (കൊലുവള്ളി), the vine when it is first put in the hole.	Kanny Kadotha Kody (കണ്ണികെട്ടത്ത കൊടി), vines with buds shooting out.	Kanny Pattia Kody (കണ്ണിപറ്റിയ കൊടി), vines with several arms spread out.	Kody (കൊട്), vines complete with leaves.

	Rs.	Qs.	Rs.	Rs.	Qs.	Rs.	Rs.	Qs.	Rs.	
If the kudian (കുടിയാൻ) returns the paramba (പറമ്പ) to the jenmkar (ജന്മകാരൻ), he is paid for the vines at the annexed rate, and receives 20 per cent. arye (അഴി).	0	0	25	0	0	50	0	1	0	At this stage the vine is valued at the bazar price, and the kudian (കുടിയാൻ), paid accordingly.
If the jenmkar (ജന്മകാരൻ) demands the paramba (പറമ്പ) from the kudian (കുടിയാൻ), he must pay him double for the first period, and one year's produce for the second, third, and fourth, and likewise 20 per cent. arye (അഴി) on the total amount.										Its produce is judged by the year, by caculating the average produce of that period.

1. Kooly kody (കുഴികൊടി).—Kooly (കുഴി), a hole or pit; kody (കൊടി) or vallu (വള്ളി), vine. The state of the vine when it is first planted.

2. Kany kadotha kody (കണ്ണികടുത്ത കൊടി).—Kanny (കണ്ണി), shooting, germinating; kadotha (അടുത്ത), near.

3. Kanny pattiadoo (കണ്ണിപറിയത).—Pattiadoo (പറിയത), fastners, creepers; when the roots of the vine begin to fix themselves on the tree on which it is supported.

4. Kody (കൊടി), a vine i. e., complete

The vine attains the last period according to the quality of the soil. In a year and a half, or two years, the leaves are fit for plucking. It is propagated from cuttings, and planted round the roots of trees, which it penetrates with its roots, and ascends to the height of ten or fifteen feet. It must be watered once every other day, and demands considerable attention to its cultivation.

TABLE SEVENTH.

Containing an account of the four periods of the Molloo Valli (മുക വള്ളി) or Pepper Vine, the Names of the Vine under each period, and its Value under every stage, until it becomes a bearing Vine.

The Periods or Stages of Valuation.	First.	Second.	Third.	Fourth.
The Names and Description of the Periods.	Koolly Valli (കുഴിവള്ളി), a vine within the pit or whole in which it is planted, with 10 or 15 leaves.	Negum Padinho (നകം പതിഞ്ഞു), a vine with roots shooting out, and fastening to the tree.	Payi Teri, (പായിതിരി), a vine with flowers appearing.	Kachadu (കാച്ചത), a complete bearing pepper vine.
If the kudian (കുടിയാൻ) returns the paramba (പറമ്പ) to the jenmkar (ജന്മകാരൻ), this person must pay for each vine at the annexed rates, & also 20 per cent. arye (അഴി).	Rs. Qs. Rs. 0 0 25	Rs. Qs. Rs. 0 0 50	Rs. Qs. Rs. 0 3 0	Rs. Qs. Rs. 2 0 0
If the jenmkar (ജന്മകാരൻ) demands the paramba (പറമ്പ) from the kudian (കുടിയാൻ), he must pay him at the subjoined rates, and 20 per cent, arye (അഴി) on the total amount.	0 0 50	0 3 0	2 0 0	4 0 0

Should the whole of the pepper vines, or a considerable number of them, be in the fourth stage, the jenmkar (ജന്മകാരൻ) must allow the kudian (കുടിയാൻ) to enjoy the produce of the bearing vines for one year, or pay him a sum of money equal to their produce for that period.

1. Koolly valli (കുഴിവള്ളി).—Koolly (കുഴി), a pit or hole; valli (വള്ളി), a vine: the state it is in when first planted.

2. Negum padinho (നകംപതിഞ്ഞു).—Negum (നകം), the nail of the finger; padinho (പതിഞ്ഞു), to fasten, or cling to; implying that the vine in this stage fastens or clings to the tree like a claw or finger.

3. Payi teri (പൊയിതിരി).—Payi (പൊയി) none; teri (തിരി) a candle, a wick. This refers to some fanciful resemblance which the flowers bear in this stage to the wick of a lamp.

4. Kachadu (കാച്ചത), yielding.

The pepper vine is commonly propagated from cuttings.

The natives allege that plants from the seed are not so productive, and do not attain the strength of those from cuttings; when it is young, the plant in the dry weather ought to be watered daily. The quantity and quality of the produce depends very much on the care of the cultivator. It must at first be well manured. It does not attain the fourth period before five years; i. e., although it begins to bear on the second or third, the produce is trifling, and it seldom becomes a complete bearing tree until the fifth.

TABLE EIGHTH.

Containing an account of the four periods of the Moollau (മുള) or Bamboo, the Name of the Plant under each period, and its Value under every stage.

The Periods or Stages of Valuation.	First.	Second.	Third.	Fourth.
The Names and Description of the Periods.	Tayi Kail (തൈ കായൽ), a plant the thickness of a finger.	Molloo Vakshadu (മുള വൈത), a plant with *prulles* shooting out.	Mallan Vakshu (മല്ലൻവൈത്), when it gets the full appearance of a bamboo.	Kail Kootam (കായൽകൂട്ടം), when the bamboo of the clump are 10, 15, or 20 in number.
If the kudian (കുടിയാൻ) returns the paramba (പറമ്പ) to the jenmkar (ജന്മകാരൻ), this person must pay him at the following rate, and 20 per cent. arye (അഴി).	Rs. Qs. Rs. 0 0 25	Rs. Qs. Rs. 0 0 50	Rs. Qs. Rs. 0 1 0	When the value of the bamboo has been fairly judged, the kudan (കുടിയാൻ) in this stage is entitled to one half.
If the jenmkar (ജന്മകാരൻ) demands the paramba (പറമ്പ), he must pay the kudian (കുടിയാൻ) according to the annexed rates, and 20 per cent. arye (അഴി).	—	—	—	But in this case, that is, when the jenmkar (ജന്മകാരൻ) demands the paramba (പറമ്പ), the whole value is paid to the kudian (കുടിയാൻ).

The species of cultivation may be resumed at any period by the jenmkar (ജന്മകാരൻ).

1. Tayi kail (തൈ കായൽ).—Tayi (തൈ), a yonng plant; kail (കായൽ), a bamboo bush; the first appearance of the bamboo being in that form.

2. Moolloo vakshadu (മുള്ള വെക്കാട).—Moolloo (മുള്ള), thorns; vakshadu (വെക്കാട), had set.

3. Mallan vakshu (മുളൻവെക്കു).—Mallan (മുളൻ), a bamboo; vakshu (വെക്കു), set or fixed.

4. Kail kootum (കൈക്കൂടം).—Kail (കൈത), a bush; kootum (കൂടം), collected, i. e., it now consists of a number of bamboos.

The bamboo is cultivated by sowing the seed; it is also grown from the layer, like other canes. It requires little attention; but as it is applied to many uses, it makes an article of cultivation. If frequently cut down, it lasts many years, but if left to itself it is said to live only seventeen years, when it yields seed and dies. It is five years in attaining its full growth.

TABLE NINTH

Containing an account of the Annany Palangal (അന്നണ്ണി പലങ്കൾ), or those kinds of Cultivation that are not devisble, and which require to be renewed annually.

List of Grains, Roots, and Vegetables, that come under the above description.

1. Nello or Bhatt (നെല്ല്).
2. Tennah (തെന), a black grain.
3. Chollum (ചോളം).
4. Chamah (ചാമ).
5. Varago (വരക).
6. Varry (വരി).
7. Moottary (മുത്താറി).
8. Elldo (എള്ള).
9. Perrum Pairo (പെരുംപയർ), a kind of dhal or pulse.
10. Chero Pairo (ചെറു പയർ), a species of green gram.
11. Oiloondo (ഉഴുന), a species of black ditto.
12. Moodoora Cooltie (മുതിര).
13. Koorkulloo (കുക്കല).
14. Chanah (ചെന), a species of yam or potato.
15. Kuvuttoo (കാവത്ത) yam.
16. Kallungo (കൂർക്ക), another kind of potato.
17. Chembo (ചെമ്പു), another kind of root or yam.
18. Inge (ഇഞ്ചി), ginger.
19. Manjallo (മഞ്ഞൾ), saffron.
20. Valloodona (വഴുതന), a brinjal.
21. Kumbullum (കുമ്പളം), pumpkin.
22. Mutta (മത്ത), sweet ditto
23. Chora (ചൊര), a water do.
24. Paddollum (പടവലം), a long ditto.
25. Kaiypa, (മരപ്പാല) a bitter vegetable.
26. Choonda (ചുണ്ട).
27. Amarah (അമര), a species of pulse.
28. Temarah (തിമര), a species of dhal.
29. Cottumara (കൊത്തമര), another kind of pulse.
30. Chero Naragam (ചെറു നാരകം), a lemon.
31. Padroo Pully Narngum (പടുപുളിനാരകം), a small sour orange.
32. Madallan Naragum (നാരകം), a large sour orange.
33. Oondh (മാതളമാഴം), a pomegranate.
34. Coomutty (കുമ്പളി), a water melon.
35. Cadoogoo (കടുക), mustard.
36. Oolly (ഉള്ളി), onions.
37. Moollagoo (മുളക), chilly, red pepper.
38. Kuddala (കടല), channah.
39. Madura Kallonga, (മധുരകിഴങ്ങ), sweet potato.
40. Mocha (മൊച്ച), a kind of pulse.

In the cultivation of rice, two-thirds belong to the jenmkar (ജന്മക്കാരൻ), and one to the patamkar (പാട്ടക്കാരൻ), after deducting the seed, and all the expenses of cultivation.

The kudian (കുടിയാൻ), who takes the pains to cultivate the articles in the foregoing list, seldom thinks of returning the paramba (പറമ്പു) to the jenmkar (ജന്മക്കാരൻ), as he expects to reap the produce at a short period. His returns are quick, and are supposed advantageous. On the whole of the articles in this schedule the kudian (കുടിയാൻ) pays patam (പാട്ടം) on the seed sown or planted, after deducting the seed and the expenses of cultivation, by sharing the produce equally with the jenmkar (ജന്മക്കാരൻ), excepting in the case of nelli (നെല്ലി); should however the kudian (കുടിയാൻ) wish to give over the paramba (പറമ്പു) in any stage of these cultures, its value is estimated by the seed sown, and the state of the crops of each kind. The kudian (കുടിയാൻ) receives on the gross sum twenty per cent. as arye (ആഴി)

In like manner, should the jenmkar (ജന്മക്കാരൻ) demand the paramba (പറമ്പു) from the kudian (കുടിയാൻ) when under this species of cultivation, he must pay him the estimated value of the crops, and twenty per cent. on that sum as arye (ആഴി).

The epithet by which this cultivation is known, describes exactly its nature:—Annani palangal (അന്നണ്ണിയ പലങ്കൾ), Anna (അന്ന) on that time; ani (ഉണ്ണി), eat up; palangal (പലങ്കൾ), profit or gain; meaning that the benefits are eat up or consumed at the time, or immediately as theyare raised.

OF SOIL.

The quality of soil is judged of in Malabar by the following methods. The soil is classed in point of productiveness under three sorts.

First, Pasama kur (പശമകുറ), the highest quality, consists of rich clay; but to ascertain its nature they have recourse to the following expedient: they dig a pit about a yard deep, and as much wide; if the soil is of the kind in question, the hole will not receive the earth that was dug out by a considerable quantity. They assert that neither by the pressure of stamping, nor beating with a log of wood, can the hole be made to contain the whole of the earth. This earth will stick to a person's fingers like grease.

Pasama (പശമ).—Pasa (പശ) signifies paste, grease; kur (കുറ), kind, relatively considered

Second, Rasi pasama kur (രാശിപശമകുറ), ground of an equal or middling sort. To determine its quality, they dig a hole, as before; on returning the earth of this kind of soil into the hole, it will be exactly filled, and appear level with the rest of the field. This earth will also stick to the fingers, but not so adhesively as the first sort.

Rasi (രാശി), a mixture of earth and sand; intimating that a portion of these ingredients is united to the rich clay of the former soil.

Third, Rasi kur (രാശികുറ), a very poor light ground. The same method is followed, but the earth in this experiment, it is said, will not be sufficient to fill the hole. This soil consists of loose sand merely. The epithet, rasi kur (രാശികുറ), is descriptive of its poverty.

OF LAND MEASURE.

The following account of the land measure in Malabar is extracted from the book Kanakasaram (കണക്കുസാരം) or Sastra (ശാസ്ത്രം).

The root or the unit, if it may be so called, of their land measure, is the breadth of a yevam (യവം), which is a species of ‡ *apium*, or aniseed; it is called a thorah (തോര)

8 Thorahs (തോരകൾ)	make a viral (വിരൽ),	or 1 & one seventh of an inch.
24 Virals (വിരൽ)	— a mola kol (മുഴക്കോൽ).	or 2 *yards*† 4 inches.
4 Mola kols (മുഴക്കോൽ)	— a denno (തെണ്ണ),	equal to 3 yards 4 inches.
2,000 Dennos or thennos (തെണ്ണ)	— a kovido (കുവീട),	or a Malabar mile.
4 Kovidos (കുവീട)	— a kadaam (കാതം)	or a Malabar koss or league of four miles.

These measures are in use at this day. They are applied to measure a spot of land for a house, for a garden, to ascertain the number of trees that a piece of ground would contain, and, in short, whenever the contents of any given space are desired to be known. It is also made use of on an occasion highly important, if the result should be found attended by even a tolerable degree of accuracy. For example: it is desired to discover what quantity of seed *made* sown in a certain field. The piece of ground in question measures forty mola kols (മുഴക്കോൽ) in length and

‡ [sic orig.]

† Sic orig.: sed qy. "feet."

thirty in breadth; the length multiplied by the breadth gives twelve hundred. Now, by the custom of the country, a thuni (ഇണി) of seed is allowed for every hundred mola kols (മുളകോൽ),

DRY OR GRAIN MEASURE.

There was in Malabar, in former times, an uniform dry measure. It was framed and universally established by the Brahmans (ബ്രാഹ്മണർ) of the sixty-four gramams (ഗ്രാമങ്ങൾ). It is at present very much corrupted, and the original only retains in the south-east parts of the province, a small portion of its ancient purity.

The regulations of the Brahmans (ബ്രാഹ്മണർ) were gradually set aside or altered by the rajahs (രാജാക്കന്മാർ) in their respective districts, after the time of Peramal (പെരുമാൾ), when the country was divided into different states.

The following is the account given in the Sastra Kanakasaram (കണക്ക സാര ശാസ്ത്രം) of the grain measure, as it was originally regulated by the Brahmans (ബ്രാഹ്മണർ).

360	Grains of paddy	make a chagadu (ചകട).
5	Chagadus (ചകട)	——an allaka (ആഴക), which contains 1,800 grains.
2	Allakas (ആഴക)	—— an ollaka (ഒഴക), or 3,600 grains.
2	Oollaka (ഒഴക)	——an Oorri (ഉരി) or 7,200 grains.
2	Oorries (ഉരി),	——a cherroo nalli (ചെറുനാഴി), or 14,400 grains.
4	Cherroo nallies (ചെറുനാഴി)	——an eddangalli (ഇടങ്ങഴി), or 57,600 grains.
1½	Eddangalli (ഇടങ്ങഴി),	——a thooni or tunney (ഇണി), or 86,400.
6	Thoonis (ഇണി) & 4 Nallis (നാഴി)	——a parra (പറ), or 5,76,000.

An eddangalli (ഇടങ്ങഴി) is in depth 2¼ virals (വിരൽ) and in breadth 5½ virals (വിരൽ). As this grain measure is that most universally in use, its regulation would be the means of fixing a standard for the rest. It is made of the Pillava (പിലാവ്) or jack wood, of a round form, and fastened or bound with brass. According to the Kanaka Sastra (കണക്കശാസ്ത്രം) it ought to contain exactly 57,600 grains of kulluma nells (കുളുമനെല്ല്), a species of batty that grows on low lands, and is five months in ripening. Grain is always sold by measurement, and never by weight, in Malabar.

CHERAMARS.

The cheramars (ചെറമർ), although slaves of the soil, and the property of the owners of the land, are distinct from the jenm (ജന്മം), and may be possessed and sold separately from it.

This caste are said to have been reduced to slavery § in the following manner.

The Brahmans (ബ്രാഹ്മണർ), when Parasu Rama (പരശുരാമൻ) divided amongst them the lands, represented to him, that without assistance, they must remain uncultivated; accordingly, Parasu-Rama (പരശുരാമൻ) went in search of the wild people, who at that time inhabited the jungles, collected them, and presented them to the Brahmans (ബ്രാഹ്മണർ). They were thenceforward considered as jenm (ജന്മം), and continue to this day to cultivate the lands in Malabar.

The cheramars (ചെറമർ) are absolute property—they are part of the live stock on an estate. In selling and buying land, it is not necessary that they should follow the soil: both kinds of property are equally disposable, and may fall into different hands. The cheramars (ചെറമർ) may be sold, leased and mortgaged like the land itself, or like any chattel or thing. The jenmkar

§ Slavery was abolished by Act V of 1843, and the Chermars are now turning out industrious hardworking inhabitants.

(ജന്മകാരൻ) may hire them for patam (പാട്ടം) or rent, independently of his jenm (ജന്മം) land, or he may sell them altogether with his estate. The patam (പാട്ടം) on a cheramar (ചെറമർ) is four fanams a year. If they are disposed of on otty (ഒറ്റി), their price is thirty-two fanams. If on the attipet ola, (അട്ടിപ്പ ഓറാല) as jenm (ജന്മം), forty-eight fanams.

The jenmkar (ജന്മകാരൻ), by the ancient laws of Malabar, is accountable to no person for the life of his own cheramar (ചെറമർ), but is the legal judge of his offences, and may punish him by death if he should appear to deserve it.

The Kolunavan (കൊലുനവൻ) can neither put to death a cheramar (ചെറമർ), nor sell him, but he may chastise him.

In the same manner as the soil, the possession of cheramars (ചെറമർ) was originally confined to a particular class. They were then employed entirely in the labours of agriculture; but although they were the first and sole cultivators in Malabar, it is not to be imagined that this is the case at present, since there are many kudians (കുടിയാന്മാർ) of all castes who cultivate their own lands.

THE ORIGIN AND RIGHTS OF JENM (ജന്മം).

The origin of the investiture of landed property in individuals is traced up to the creation of Malabar. It is related in their books, that the right of jenm (ജന്മം) was first granted by Parasu Raman (പരശുരാമൻ), when he recovered the country from the sea. As it was obtained from the water, it is in commemoration of this circumstance, that on transfer of lands they drink of the element.

Should a jenmkar (ജന്മകാരൻ) disappear, or should there be a paramba (പറമ്പ) without any known owner, and a kudian (കുടിയാൻ), believing that it was without a master, settled on it, and made considerable improvements, on the return of the jenmkar (ജന്മകാരൻ), or on any one producing sufficient proofs that he was the owner of the paramba (പറമ്പ), the kudian (കുടിയാൻ) must in that case, without dispute, accede to the demand, provided the jenmkar (ജന്മകാരൻ) pays kuli kanam (കൂലികാണം) on the value of the improvements. He is, however, allowed to deduct ten per cent. from the amount for the mistake and the irregularity the kudian (കുടിയാൻ) had been guilty of, in presuming to cultivate a paramba (പറമ്പ) without the previous consent of the jenmkar (ജന്മകാരൻ). This is all the advantage allowed to the jenmkar (ജന്മകാരൻ), although he may have been absent for several years, and his paramba (പറമ്പ) cultivated during that period for the benefit of the kudian (കുടിയാൻ); because it is supposed that he ought not to be so remiss in looking after his property.

If a jenmkar (ജന്മകാരൻ) commits the crime of rebellion, or any treasonable offence, his jenm (ജന്മം) property may be taken possession of by the rajah (രാജാവ), i. e., it becomes an escheat.

On a jenmkar (ജന്മകാരൻ) having no legal heir, he may, by his will, leave his jenm (ജന്മം) to such of his friends or acquaintance as he may think proper; but if he should die intestate, the property becomes a forfeit to the rajah (രാജാവ).

In disposing of his jenm (ജന്മം) by will, the testator, whether of a high or low caste, may select his heir from any caste he pleases.

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

The possession passes, however, by descent, in the order established by law, and it is only on the failure of an heir that it is entirely at his own disposal. On that event he is unrestrained, and may

leave by will the property to a person of any caste or religion. Like the possession of landed property in Europe, there is reason to think, that in Malabar it was anciently unincumbered by any service. It appears, at first, to have been entirely allodial, and became burthened with conditions, to answer the increasing wants of society. These burdens were personal and military. It is but recently that it was subject to any tax. The rajahs (രാജാക്കന്മാർ), it is true, before there was a regular assessment, in proportion to their strength, levied contributions on the landed proprietors. But the jenmkar (ജന്മക്കാരൻ) never considered himself under an obligation to support the rajah (രാജാവ്), or to defray the expenses of the state from the produce of his jenm (ജന്മം). He was liable to serve his country against its enemies, and for this purpose was obliged to appear when summoned, with the whole of his men from sixteen to sixty years of age. The rajah (രാജാവ്) was obliged to find support for him and his people during their time of service, and whilst the chief performed this regularly, the kudians (കുടിയാന്മാർ) were under the necessity of following his standard.

(Signed) A. WALKER,

Calicut, July 1801.

A true copy.

(Signed) T. M. KEATE,
Secretary.

NOTES.

1. Padaram (പതാരം) is the name of the fee paid on this occasion to the rajah. Paddam (പദം), an office, a dignity ; aram (ആരം), great ; a payment in acknowledgment of the rank of the rajah (രാജാവ്), or possibly of some feudal dependancy on him.

2. When a kudian (കുടിയാൻ) returns a paramba (പറമ്പ) held on the tenure kayividu otti (കൈവിടമറി), nir mutal (നീരുമുതൽ) and otti kumpuram (ഒറ്റക്കുമ്പാടം), the jenmkar (ജന്മക്കാരൻ) must pay kuli kanam (കുഴിക്കാണം), provided the estate has not suffered a greater injury than it has received improvement.

If it has sustained a loss in any particular part of its produce from the neglect of the kudian (കുടിയാൻ), or from any cause or accident whatever, and the kuli kanam (കുഴിക്കാണം) or improvement will make up that loss, the one is set off against the other, but if there should be no improvement, and the rent diminished, the kudian (കുടിയാൻ) forfeits a sum, that will yield, at five per cent., an interest equal to the impaired patam (പാട്ടം) ; e. g., if the patam (പാട്ടം) is diminished twenty fanams, the kudian (കുടിയാൻ) suffers a deduction of four hundred fanams from the money in the hand of the jenmkar (ജന്മക്കാരൻ). The kudian (കുടിയാൻ) is exposed to the same forfeit, should the loss have arisen from acts which he could not prevent, and from no fault of his. He is liable to replace the diminished produce therefore, although it may have proceeded from the rajah (രാജാവ്), from war, and from causes of every kind ; should, however, the case be reversed, and the patam (പാട്ടം) of the paramba (പറമ്പ), by the care of the kudian (കുടിയാൻ), is increased to twenty fanams, he has the same claim for reimbursement on the jenmkar (ജന്മക്കാരൻ). He would, in this instance, be entitled to receive four hundred fanams in addition to his original advance. The object in all these examples is to secure a principal, which at the rate of five per cent. will give an interest either to repair the amount lost, or to repay that which has been gained.

As land held by the tenure of higher karanams (കരണങ്ങൾ) is not redeemable but with the consent of the occupier, it is evident that none of the cases at present referred to can occur without the voluntary motion of the kudian.

3. The deduction is made in kind from the patam (പാട്ടം).

4. This interest the kudian (കുടിയാൻ) deducts in kind from the patam (പാട്ടം).

5. Should the jenmkar (ജന്മക്കാരൻ), when the period of the arye kuli kanam karanam (അഴികുഴിക്കാണക്കരണം) has expired, lease the paramba (പറമ്പ) to the same kudian (കുടിയാൻ) on patam (പാട്ടം), it will in that case undergo an estimation, and the kuli kanam (കുഴിക്കാണം) and arye (അഴി) will be particularized in the new deed. The former will have an interest of five per cent. which the kudian (കുടിയാൻ) deducts from the yearly patam (പാട്ടം), but the interest on the latter will not be paid off until the kudian (കുടിയാൻ) quits the paramba (പറമ്പ). It is usual for this lease to last only three years, when the jenmkar (ജന്മക്കാരൻ) may possess himself of the paramba (പറമ്പ), and of all its improvements, on paying the kudian (കുടിയാൻ) for his kuli kanam (കുഴിക്കാണം).

But if the jenmkar (ജന്മക്കാരൻ), before the expiration of this agreement, chooses to dispossess the kudian (കുടിയാൻ), he must surrender to him the advantages of three years, and make good besides the whole of the kuli kanam (കുഴിക്കാണം).

6. If the words kudi iripa (കുടിയിരിപ്പ) are omitted in the following karanams (കരണങ്ങൾ), the kudian is not entitled to be repaid the expense he may have been at in building a house for himself, Vide P. or outhouses for his people and cattle. This insertion is necessary in the deeds kuli kanam (കുഴിക്കാണം), verum patam (വെറുംപാട്ടം), panaya patam (പണയപ്പാട്ടം), kanam patam (കാണപ്പാട്ടം), kettiadakam (കെട്ടിയടക്കം) and oondariti patam (ഉണ്ടാറിപ്പാട്ടം).

By observing this precaution, the kudian (കുടിയാൻ), whether he offers to return the paramba (പറമ്പ), or the jenmkar (ജന്മക്കാരൻ) demands it, must be paid for his buildings.

A similar insertion of kuli kanam (കുഴിക്കാണം) must be made in these karanams (കരണങ്ങൾ), otherwise the kudian (കുടിയാൻ) would receive nothing on account of his improvements.

In the deeds kayividu otti (കയ്വിടൊറി), nir mutal (നീരുമുതൽ), otti kumpuram (ഒറിക്കുമ്പാടം), otti, (ഒറി), otti kuli kanam (ഒറിക്കുഴിക്കാണം), and adima jenm (അടിമജന്മം), no insertion or provision of that abovementioned is necessary. Under any of these tenures, the kudian (കുടിയാൻ) may build his house within the paramba (പറമ്പ) by a right inherent in the deed, and must be paid for it, either on the surrender or resumption of the ground. He may further let out the paramba (പറമ്പ) with its buildings to another kudian (കുടിയാൻ), on the same condition as he himself holds from the jenmkar (ജന്മക്കാരൻ). The repayment of kuli kanam (കുഴിക്കാണം) is inseparable from these karanams (കരണങ്ങൾ), and it is secured to the kudian (കുടിയാൻ) without any entry being made of the circumstance.

Kudi (കുടി), a habitation ; iripa (ഇരിപ്പ), to stay or remain ; meaning that the kudian (കുടിയാൻ) has permission to build and live within the paramba (പറമ്പ).

7. There is an agreement, entirely verbal, which provides for the lodging of the poorer kudians (കുടിയാന്മാർ), and settles terms on which they may build a house. This agreement, in which no writing whatever is executed, is called karraymah (കാരായ്മ).

When the kudian (കുടിയാൻ) obtains a piece of ground for the building of a house, he pays to the jenmkar (ജന്മക്കാരൻ) two fanams a-year during the period that he inhabits it ; before he quits the paramba (പറമ്പ), he ought to give the jenmkar (ജന്മക്കാരൻ) a few days' notice of his intention. If the house

is built of stones, the kudian (കുടിയാൻ) has only a right to carry away what is above the surface of the ground, the roof and the materials. The stones of the foundation, and all that is under the earth, he cannot touch.

If the wall of the house is built of mud, the kudian (കുടിയാൻ) is not authorized to demolish it, nor to remove it, since it can be of no use to him; but he may take with him the frame of wood or any piece that may be built in the wall, such as window and door frames. The whole of the roofs also belongs to him.

Karraymah (കരായ്മ) signifies a right that is to last for ever, alluding to the independent situation of the jenmkar (ജന്മകാരൻ), and his power derived from the allodial possession to grant another residence on his jenm (ജന്മം).

8. A cocoa-nut or a betel-nut is also given to the jenmkar (ജന്മകാരൻ) at the time of presenting the kolu (കൊഴു), but this is not necessary on letting out rice grounds on patam (പാട്ടം), when the kolu (കൊഴു) is sufficient. The present of the cocoa or betel-nut is called anubam (അനുഭവം); it is meant as an emblem of the enjoyment or benefit the kudian (കുടിയാൻ) will reap from the paramba (പറമ്പ). Neither the cocoa-nut nor betel is presented on executing either the arye kuli kanam (അഴി കുഴികാണം) or kuli kanam karanams (കുഴികാണകരണങ്ങൾ), although they are necessary gifts in every other deed.

The jenm (ജന്മം) value of a waste or uncultivated jungle spot of seed-land may be ascertained in the following manner:—

9. The first object is to fix the quantity of seed which any given piece of ground will receive. When people appointed for the purpose have determined this circumstance, a patam (പാട്ടം) is laid on the ground. For instance, suppose that twenty nalli (നാഴി) of ellu (എള്ള്) or gingelly may be sown in the space in question, then the patam (പാട്ടം) will amount to forty fanams.

We have now a data to discover the otti (ഒറ്റി), the amount mortgage, or the value of the soil; for allowing an interest of five per cent., eight hundred fanams will exactly produce the patam (പാട്ടം) of forty fanams. Add half the amount of the otti dravyam (ഒറ്റിദ്രവ്യം), or four hundred fanams, and we shall have twelve hundred, the full jenm (ജന്മം) value of the estate.

10. By a similar process, we may ascertain the jenm (ജന്മം) value of a waste or verum paramba (വെറും പറമ്പ), suited for the planting of trees.

Let us suppose a verum paramba (വെറുംപറമ്പ) measures one hundred kols (കോൽ) in length, and as much in breadth. The space of ten kols (കോൽ) is allotted for every cocoa-nut tree. The paramba (പറമ്പ) will then admit one hundred trees to be planted. The kuli kanam (കുഴികാണം), of each tree is two fanams, and its amount will be consequently two hundred. On this sum again we must allow twenty per cent. arye (അഴി), which will give a total of two hundred and forty fanams. Now eight hundred fanams at five per cent. will yield an interest equal to the patam (പാട്ടം); therefore this sum is the otti (ഒറ്റി) of the paramba (പറമ്പ).

But it is customary to deduct the kuli kanam (കുഴികാണം) and arye (അഴി) (two hundred & forty) when the true mortgage or otti (ഒറ്റി) will be reduced to five hundred and sixty fanams.

The half of this amount added to it makes the jenm (ജന്മം) value.

11. There is grown in Malabar upwards of fifty kinds of nelli (നെല്ല) or paddi, which have different periods of reaping and sowing, and which are distinguished by the natives for their different qualities. The following is a list of those grains, although not perhaps of the whole, with the season of their sowing, reaping, and time of vegetation.

Names.	Commencement of the sowing season in Malabar.	Corresponding Months in Eng.	Commencement of the reaping season in Malabar.	English corresponding Months.	Time of Vegetation.	On what kind of Ground sown.	Number of Crops.
1. Cherrititnee (ചെറിയവിരിഞ്ഞി)	Minam (മീനം)	March	Karkatagam (കർക്കടകം)	July	5	Cultivated Padam land (പാടം)	3
2. Valliahtinee (വലിയവിരിഞ്ഞി)	do.	do.	do. (കർക്കടകം)	do.	5	do.	2
3. Koorovah (കൂറവ)	Madam (മേടം)	April	Chingam (ചിങ്ങം)	August	5	do.	2
4. Kallumah (കല്ലുമ)	do.	do.	do. (കർക്കടകം)	do.	5	do.	2
5. Arrian Kauly (ആറ്റിയൻകാളി)	do.	do.	Chingam (ചിങ്ങം)	July	5	do.	1
6. Pullial (പുല്ലിയൻ)	do.	do.	do. (കർക്കടകം)	August	5	do.	1
7. Cherroo Pullial (ചെറുപുല്ലിയൻ)	do.	do.	Karkatagam (കർക്കടകം)	July	5	do.	2
8. Vutten (വട്ടൻ)	Minam (മീനം)	March	Chingam (ചിങ്ങം)	August	5	do.	3
9. Navaurah (നവര)	Madam (മേടം)	April	Karkatagam (കർക്കടകം)	July	5	do.	1
10. Vellan Chennelloo (വെള്ള ചെന്നെല്ല)	do.	do,	do.	do.	5	do.	1
11. Chennelloo (ചെന്നെല്ല)	do.	do,	Chingam (ചിങ്ങം)	August	5	do.	1
12. Kurry Pally (കറിപ്പള്ളി)	do.	do,	do.	do.	7	do.	1
13. Kaully (കാളി)	do.	do.	Kanny (കന്നി)	September	5	do.	1
14. Moondaga Pully (മുണ്ടകപുള്ളി)	do.	do.	Chingam (ചിങ്ങം)	August	7	do.	2
15. Chorahnally (ചോറനെല്ല്)	do.	do.	Vrischikam (വൃശ്ചികം)	November	6	do.	2
16. Arriveery (അരിവേരി)	do.	do.	Kanni (കന്നി)	September	4	do.	3
17. Yerroma Kally (ചുമന്നകാളി)	do.	do.	Karkatagam (കർക്കടകം)	July	6	do.	3
18. Vattenthoolunnilloo (വട്ടൻതൂണ്ണില്ലൂ)	do.	do.	Kanni (കന്നി)	September	6	do.	2
19. Chaitarian (ചിറാറിയൻ)	do.	do.	do.	do.	5	do.	2
20. Munnel Arian (മണൽആറിയൻ)	do.	do.	Chingam (ചിങ്ങം)	August	5	do.	3
21. Kurtha Koorvah (കുർത്തകൂറവ)	do.	do.	do.	do.	5	do.	2
22. Poouja Perroowttoo (പൂജപെരുവട്ടം)	do.	do.	do.	do.	3	do.	1
23. Perrovettoo (പെരുവട്ടം)	do.	do.	Mithunam (മിഥുനം)	June	8	do.	2
24. Arravatha Vutten (അരവത്തവട്ടൻ)	do.	do.	Makaram (മകരം)	January	7	do.	3
25. Anna Komben [ആനകൊമ്പൻ]	do.	do.	Dhanuh (ധനു)	December	4	Waste, or paramba [പറമ്പ]	1
26. Thooloonnado (തൂളുനാട)	do.	do.	Karkatagam (കർക്കടകം)	July		do.	1
27. Modden (മൊടൻ)	do.	do.			4	do.	1
	do.	do.		do.	4	do.	1
	do.	do.		do.	5	do.	1
28. Cherroo Modden [ചെറുമൊടൻ]	do.	do.	Chingam (ചിങ്ങം)	August	5	Rocky, or hills.	1
29. Erragen (ഇരഞ്ഞൻ)	do.	do.	do.	do.		do.	
30. Parrumben Kullana (പറമ്പൻകുളന)	do.	do.			5	Cultivated.	1
31. Malla Oodumben (മല്ല ഉടുമ്പൻ)	do.	do.	do.	do.	8	do.	1
	do.	do.	Makaram (മകരം)	January	10	do.	1
32. Kooda Vetto (കൂടവിത്ത)	June	March	Dhanuh (ധനു)	December	8	do.	1
33. Kolly Allan (കൊള്ളിയാലൻ)	do.	do.	Makaram (മകരം)	January	8	do.	1
34. Kottaden [കോട്ടൻ]	do.	do.					
35. Thichen Koorava (തൈകൻകൂറവ)	do.	do.					
36. Arry Kraally (അരിക്കിയാളി)	do.	do.					

Names.	Commencement of the sowing season in Malabar.	Corresponding Months in Eng.	Commencement of the reaping season in Malabar.	English corresponding Months	Time of Vegetation.	On what kind of ground sown.	Number of Crops.
37. Poinarian (പൊന്നാരിയൻ)	Karkatagam (കർക്കടകം)	July	Dhanuh (ധനു)	December	6	Cultivated.	1
38. Pandy (പാണ്ടി)	do.	do.	do.	do.	6	do.	1
39. Cherroo Vuttan (ചെറുവട്ടൻ)	Mithunam (മിഥുനം)	June	do.	do.	7	do.	1
40. Vulliah Choranally (വലിയചോറണാലി)	Madam (മെടം)	April	Chingam (ചിങ്ങം)	August	5	do.	1
41. Koden Narry (കൊടനാരി)	Karkatagam (കർക്കടകം)	July	Dhanuh (ധനു)	December	6	do.	1
42. Cheppick Kaden (ചെപ്പിക്കാടൻ)	Mithunam (മിഥുനം)	June	Makaram (മകരം)	January	8	do.	1
43. Koovallan Kaden (കുവലൻകാടൻ)	do.	do.	do.	do.	8	do.	1
44. Moondaga Pullaw (മുണ്ടകപുല്ല)	Minam (മീനം)	March	Dhanuh (ധനു)	December	10	do.	1
45. Vemballa (വെമ്പാലാ)	do.	do.	do.	do.	10	do.	1
46. Komballavan Vetto (കുമ്പളവൻവീത്ത)	Karkatagam (കർക്കടകം)	July	do.	do.	6	do.	1
47. Chendar Munnun (ചെന്താർമണ്ണൻ)	do.	do.	do.	do.	6	do.	1
48. Vellayathan (വലിയെത്തൻ)	do.	do.	do.	do.	6	do.	1
49. Kurry Kaully (കരികാളി)	do.	do.	do.	do.	7	do.	1
50. Annay Chemben (ആനചമ്പാൻ)	Mithunam (മിഥുനം)	June	do.	do.	7	do.	1
51. Kulle Oonda Chemben (കുഴിയുണ്ടചമ്പാൻ)	Karkatagam (കർക്കടകം)	July	Makaram (മകരം)	January	4	do.	3
52. Poinarian (പൊന്നാരിയൻ)	Madam (മെടം)	April	Karkatagam (കർക്കടകം)	July	6	do.	1
53. Chen Chemben (ചെമ്പചമ്പാൻ)	Karkatagam (കർക്കടകം)	July	Dhanuh (ധനു)	December	6	do	1
54. Vutty Kolladen (വട്ടികൊള്ളാടൻ)	Minam (മീനം)	March	do.	do.	10	do.	1
55. Veagooryen (വികുറിയൻ)	Karkatagam (കർക്കടകം)	July	do.	do.	6	do.	1
56. Kolly (കൊള്ളി)	do.	do.	do.	do.	6	do.	1
57. Vulliah Kootty (വലിയകുട്ടി)	do.	do.	do.	do.	6	do.	1
58. Ahye Nee (ആയിനി)	do.	do.	do.	do.	6	do.	1

N. B. There is something singular in the mode of increasing the produce of arriveery (ആരിയരി) paddy. Three months after it is sown, and has two or three joints, they are separated and planted in a different field, by the hand. Each joint, planted apart from the parent stem, becomes the stock of a new crop, which seldom exceed two. The cuttings and the original stalk from the seed, yield nearly about the same period.

It is asserted, that the time required to ripen, by the different species of paddy, is a property of the seed; but although this circumstance may not depend on cultivation, the seed, it is allowed, of each sort, thrives best in a particular situation and soil. In the husbandry of Malabar, they have their stations precisely allotted, and rules prescribed for their melioration. Thus in the case of the arriveery (ആരിയരി) paddy, unless the padam (പാടം) in which it is planted contains constantly at least one foot of water, it does not prosper. The joints cuttings pay the same patam (പാടം) as paddy reared immediately from the seed; but the kudian (കുടിയാൻ) will save some seed by this method. For he may sow one para (പറ) where he was allowed three, or to deduct so much from the produce, and fill up the space with cutting instead of seed.

The vutty koolladen (വട്ടികൊള്ളാടൻ) seed is cultivated like the arriveery (ആരിയരി), although the periods of reaping and sowing are different.

12. E. g., If a kudian (കുടിയാൻ) should plant trees on a piece of waste ground, without permission of the owner, the jenmkar (ജന്മക്കാരൻ) has a right at any time to dispossess him, on paying for his improvements, after deducting ten per cent. That is, if the trees should be worth one hundred fanams, the jenmkar (ജന്മക്കാരൻ) will only pay ninety fanams.

(Signed) A. WALKER,
Secretary.

A true copy.

(Signed) T. M. KEATE,
Secretary.

A.

The following is an attipet ola karanam (അട്ടിപ്പട്ടോലകരണം), or deed of sale of freehold, executed on ola (ഓല) in the month of Vrischikam (വൃശ്ചികം) of the year 970.

The paramba (പറമ്പു), situated in Calicut, belonging to me, Walia Wiiil Teyan Raman (വലിയവീട്ടിൽ തെയ്യൻരാമൻ), bounded on the south by Mooppil mapil (മൂപ്പിൽമാപ്പിൾ), of Calicut, and called Wannan Kandy paramba (വണ്ണാൻകണ്ടിപ്പറമ്പു), and on the south extending to the eastern limit of Madatil paramba (മടത്തിൽപറമ്പു), whose western boundary reaches to the eastern east by the western limit of Wayiil paramba (വയിൽപ്പറമ്പു), whose western boundary of Tiree paramba northern fence of Kuniyel paramba (കുനിയൽപറമ്പു), and its northern limit to the sovereigns and limit of Madatil paramba (മടത്തിൽപറമ്പു), and of the assembled heirs, (അവകാശികൾ); all within these four limits whatsoever contained, with the knowledge of the assembled heirs, inferior kovilagam rajahs (കോവിലകത്തമ്പുരാക്കന്മാരോട) and of all the vicinity, and of the sovereigns and having received the full value thereof,—I, Teyan Raman (തെയ്യൻരാമൻ) and my heirs *am* to make over by this writing with the attiperi (അട്ടിപ്പേർ) and nir (നീർ) (or the freehold and the water) thereof. In the same manner Chatoo Komen (ചാത്തുക്കോമൻ) of Wennat (വെണ്ണാട്ടു) house in Panyangara desham (പറയങ്കരദേശം) in Parapa-nad (പറപ്പനാട്ടു), has caused to be executed this deed, and the above-mentioned Wannan Kandy paramba (വണ്ണാൻകണ്ടിപ്പറമ്പു), and on the south extending to the northern fence of Madatil paramba (മടത്തിൽപറമ്പു), and its paramba (പറമ്പിൽപറമ്പു), and on the east boundary of Madatil paramba (മടത്തിൽപറമ്പു), all within these four limits, whatsoever contained, is, with the knowledge of the sovereigns and inferior kovilagams (കോവിലകങ്ങൾ) and northern limit to the southern extremity of Tiree paramba (തിരിപ്പറമ്പു), the western limit extending to the east boundary of the said Chatoo (ചാത്തു) and his heirs.

all the vicinity and heirs present, the full value thereof having been paid, with the attiperi (അട്ടിപ്പേർ) and nir (നീർ) thereof to be received by the said Chatoo (ചാത്തു) and his heirs.

To the voluntary grant on the above-written terms of this attipet ola karanam (അട്ടിപ്പെറോലകരണം), and to the receipt thereof on the same terms, is witness the writer, Attikotta Changara (അത്തിക്കൊട്ട ചങ്കരൻ), who is privy to the transaction.

B.

Kayividu otti ola karanam (കൈവിടഒറിയോലകരണം), written in Vrischikam (വൃശ്ചികം) of the year 970.

I, Walia Witel Teyan Raman (വലിയവീട്ടിൽതെയ്യൻരാമൻ), of Calicut, am to receive on loan, from Chatoo Komen (ചാത്തുകൊമൻ), of Wannat (വെണാട്ട) house in Paṅyangara desham (പന്നിയങ്കരദെശം) of Parapa-nad, (പറപ്പനാട്ട) the full and just sum of 1,001 new virarayan fanams (വീരരായൻപണം), in consideration of which sum of 1,001 fanams, is to receive by written deed of conveyance on kayividu otti (കൈവിടഒറി), the said Wannan Kandy paramba (വണ്ണാൻകണ്ടിപറമ്പ).

In the said manner it is mutually agreed to grant and receive on kayividu otti (കൈവിടഒറി), this paramba (പറമ്പ) by written deed, to which the writer hereof, Wengalil Kondy Krishnan (വെങ്ങാലിൽകൊന്തിക്കണ്ണൻ), who was privy to the transaction, is a witness.

C.

Otti kumpuram ola karanam (ഒറിക്കുമ്പുറം ഓലകരണം) written in the month of Vrischikam (വൃശ്ചികം) 970.

I, Walia Witil Teyan Raman (വലിയവിട്ടിൽതെയ്യൻരാമൻ), of Calicut, having received on loan, from Chatoo Koman (ചാത്തുകൊമൻ) of the Wennat (വെണാട്ട) family in Panyangara desham (പന്നിയങ്കരദെശം), of Parapa-nad (പറപ്പനാട്ട), the full sum, without any deduction, of 201 new virarayan fanams (വീരരായൻപണം), for this consideration of 201 fanams, am to give my paramba (പറമ്പ), called Wannan Kandy (വണ്ണാൻകണ്ടി), situated in Totamoly desham (തൊട്ടുമിദെശം), in Calicut, by writing, on otti kumpuram (ഒറിക്കുമ്പുറം); in the same manner the above-written Chatoo Komen (ചാത്തുകൊമൻ), having paid this sum of 1,201 fanams, is to receive the Wannan Kandy paramba (വണ്ണാൻകണ്ടിപറമ്പ), by written deed on otti kumpuram (ഒറിക്കുമ്പുറം).

In the above manner it is mutually agreed to grant and receive, by writing, the said Wannan Kandy paramba (വണ്ണാൻകണ്ടിപറമ്പ), on otti kumpuram (ഒറിക്കുമ്പുറം), to which the writer of this deed, Waliagate Chandoo Raman (വലിക്കത്ത ചന്തുരാമൻ), is witness, being privy to the transaction.

D.

Nir mutal ola karanam (നീർമുതൽ ഓലകരണം), executed in the year 970, and month of Vrischikam (വൃശ്ചികം).

To obtain the loan of 201 new virarayan fanams (വീരരായൻപണം), which precise sum Chatoo Raman (ചാത്തുരാമൻ) of Wennat (വെണാട്ട) house, Panyangara desham (പന്നിയങ്കരദെശം) of Parapa-nad, (പറപ്പനാട്ട) has brought in hand,—I, Walia Witil Teyan Raman (വലിയവീട്ടിൽതെയ്യൻരാമൻ), of Calicut, for this consideration of 201 fanams, am to grant, by written deed of conveyance, the paramba (പറമ്പ) belonging to me in Totamoly desham (തൊട്ടുമിദെശം), and called Wannan Kandy paramba (വണ്ണാൻകണ്ടിപറമ്പ) on kayividu (കൈവിട), otti kumpuram (ഒറിക്കുമ്പുറം), nir mutal (നീർമുതൽ). In this manner, Chatoo Komen (ചാത്തുകൊമൻ) is to receive the said Wannan Kandy paramba (വണ്ണാൻകണ്ടിപറമ്പ), having paid these 201 fanams, by deed of writing on kayividu (കൈവിട), otti kumpuram (ഒറിക്കുമ്പുറം), nir mutal (നീർമുതൽ).

On the above term it is agreed to give over this paramba (പറമ്പ) on nir mutal (നീർമുതൽ), on the one part, and to receive it by writing on the other; witness, Karambata Krishnan Vasoo Nambi (കാരമ്പത്തകൃഷ്ണൻവാസുനമ്പി), the writer hereof, who was privy to the circumstance of the transaction.

E.

This kanam patam ola karanam (കാണപ്പാട്ടഓലകരണം), or deed of lease on patam (പാട്ടം), is executed in the month of Vrischikam (വൃശ്ചികം) of the year 970.

I, Walia Witil Teyan Raman (വലിയവീട്ടിൽതെയ്യൻരാമൻ), am to lease, by deed of writing, Wannan Kandy paramba (വണ്ണാൻകണ്ടിപറമ്പ) situated in Calicut, and belonging to the Walia Witil Teyan Raman (വലിയവീട്ടിൽതെയ്യൻരാമൻ), the patam (പാട്ടം) of which is fixed at fifty fanams,—and thence deducting 25 fanams, the interest of 501 fanams kanam (കാണം) money, received agreeable to the laws of patam (പാട്ടം), for 25 fanams,—which I agree to take as the yearly rent, and upon these terms, namely, at 50 fanams patam (പാട്ടം),—but deducting the interest of 501 fanams, according to the laws of patam (പാട്ടം) fanams 25,—at the annual sum of 25 fanams, which Chatoo Komen (ചാത്തുകൊമൻ), inhabitant of Wennat (വെണാട്ട) house, Panyangara desham (പന്നിയങ്കരദെശം), of Parapa-nad (പറപ്പനാട്ട), agrees to pay; he is to receive by written deed, this paramba (പറമ്പ). To the above lease, so by this writing conveyed, and to the receipt thereof as aforesaid, the writer of this, Waryan Witil Raman Eechoo (വാരിയൻവീട്ടിൽ രാമൻ ഈച്ചു), who is acquainted with the circumstances, is witness.

F.

This is a Panaya patam karanam (പണയപ്പാട്ടകരണം), executed on ola (ഓല), in the month of Vrischikam (വൃശ്ചികം) 970.

Having received on loan, from the hands of Tachoo Raman (താച്ചുരാമൻ), of Wennat (വെണാട്ട) house, Panyangara desham (പന്നിയങ്കരദെശം), of Parapa-nad (പറപ്പനാട്ട), the just sum of five hundred new virarayan fanams (വീരരായൻപണം), I, Raman Kumaran (രാമൻകുമാരൻ), of Madatil (മടത്തിൽ) house, of Panyangara desham (പന്നിയങ്കരദെശം), in Parapa-nad (പറപ്പനാട്ട), for this value received of 500 fanams, given over my paramba (പറമ്പ) situated in Calicut, called Walia Witil paramba (വലിയവീട്ടിൽപറമ്പ), estimated at the yearly patam (പാട്ടം) of fifty fanams, from which deducting twenty-five fanams, the amount interest of the loan, the remainder twent-five fanams, is to be given as patam (പാട്ടം), and so received by me. In this manner it is settled, and the deed drawn up by Changara Teyan Vasso Nambi (ശങ്കരത്തെയ്യൻവാസുനമ്പി).

G.

Verum patam ola karanam (വെറുംപാട്ടഓലകരണം) or deed of lease on patam (പാട്ടം), executed upon ola (ഓല), in the month of Vrischikam (വൃശ്ചികം) of the year 970.

To the lease by Walia Witil Teyan Raman (വലിയവീട്ടിൽതെയ്യൻരാമൻ), by deed of writing, of Wannan Kandy paramba (വണ്ണാൻകണ്ടിപറമ്പ), belonging to the Walia Witil Teyan Raman (വലിവീട്ടിൽതെയ്യൻരാമൻ), of Calicut, at fifty fanams for one year as patam (പാട്ടം), after allowing for the expenses of cultivation, as customary in the desham (ദെശം), and to the receipt, by written deed, of this paramba (പറമ്പ) on these terms, —namely, fifty fanams for one year, after deducting the customary charges of cultivation in the desham (ദെശം) as patam (പാട്ടം), by Chatoo Komen (ചാത്തുകൊമൻ), inhabitant of Wennat (വെണാട്ട) house, in the desham (ദെശം) of Parapa-nad (പറപ്പനാട്ട); to the granting of this lease by written deed, and to the receipt thereof in writing, by mutual consent, on the aforesaid terms of fifty fanams patam (പാട്ടം), the writer of this deed, Palakel Kondy Shangaran (പാലക്കൽകൊന്തിശങ്കരൻ), is witness acquainted with the circumstances.

H.

Oondariti patam ola karanam (ഉണ്ടരിതിപാട്ടഓലകരണം), written in the month of Vrischikam (വൃശ്ചികം) 970.

Tanyadatta Shekharan Teyan (താന്നിയെടത്തശെഖരൻതെയ്യൻ), having produced in hand 101 new virarayan fanams (വീരരായൻപണം), neither more nor less, in order to borrow this sum, I, Moolayil Kondi Oombichi (മൂലയിൽകൊന്തിഉമ്പിച്ചി), for this consideration of 101 fanams, when paid, am to give

over, by deed of writing for four years, my paramba (പറമ്പ), called Kallyda (കല്ലിട), in Panyangara desham (പന്നിയങ്കരദെശം), the patam (പാട്ടം) of which is determined at twenty-five fanams per annum. In this manner Shekharan Teyan (ശെഖരൻതെയ്യൻ), having paid 101 fanams, is to receive, by written deed of conveyance for four years, as oondarady (oondariti) (ഉണ്ടാറടി).

In the above manner it is mutually agreed to lease and to take the paramba (പറമ്പ), to which is witness Wally Kaata Kondy Shangaren (വല്ലികാട്ടകൊന്തിശങ്കരൻ), the writer hereof.

I.

Otti ola karanam (ഒറടിയൊലകരണം), executed in the month of Vrischikam (വൃശ്ചികം) 970.

I, Walia Witil Teyan Komen (വലിയവീട്ടിൽതെയ്യൻകൊമൻ), of Calicut, am to borrow and receive from Chatoo Komen (ചാത്തുകൊമൻ), of Wennat (വെണാട്ട) house, in Panyangara desham (പന്നിയങ്കരദെശം), of Parapa-nad (പറപ്പനാട), the full and exact sum which he has in hand, of one thousand and one new virarayan fanams (വീരരായൻപണം); for this consideration of 1,001 fanams, I am to give in writing on otti (ഒറടി), my paramba (പറമ്പ) called Wannan Kandy (വണ്ണാൻകണ്ടി), situated in Totamooly desham (തൊട്ടുമൂളിദെശം), in Calicut. In this manner the said Chatoo Komen (ചാത്തുകൊമൻ) having given these 1,001 fanams, is to receive, by deed of conveyance, the said Wannan Kandy paramba (വണ്ണാൻകണ്ടിപറമ്പ) on otti (ഒറടി). To this mutual agreement to grant and receive the said Wannan Kandy paramba (വണ്ണാൻകണ്ടിപറമ്പ) on otti (ഒറടി), as above-conditioned, is witness Wengalel Raman Uniry (വെങ്ങാലിൽരാമൻഉണ്ണിരി), the writer hereof, who was privy to the transaction.

K.

Otti kuri, or kuli kanam ola karanam (ഒറടികുഴികാണൊലകരണം), written in the month of Vrischikam (വൃശ്ചികം) 970.

Chatoo Koman (ചാത്തുകൊമൻ), of Wennat (വെണാട്ട) house, Panyangara desham (പന്നിയങ്കരദെശം), in Parapa-nad (പറപ്പനാട), having produced in hand 1,001 new virarayan fanams (വീരരായൻപണം), this full and just sum I, Walia Witil Teyan Raman (വലിയവീട്ടിൽതെയ്യൻരാമൻ), of Calicut, am to receive on loan,—in consideration of which sum of 1,001 fanams, Walia Witil Teyan Raman (വലിയവീട്ടിൽതെയ്യൻരാമൻ), I am to grant on otti kuli kanam (ഒറടികുഴികാണം), by deed of writing, my paramba (പറമ്പ), situated in Totamoly desham (തൊട്ടുമൂളിദെശം), in Calicut, called Wannan Kandy (വണ്ണാൻകണ്ടി). In the same manner, Chatoo Komen (ചാത്തുകൊമൻ), having paid the sum of 1,001 fanams, is to receive, by written deed the said Wannan Kandy paramba (വണ്ണാൻകണ്ടിപറമ്പ) on otti kuli kanam (ഒറടികുഴികാണം.

To the mutual agreement to grant and receive by written deed of conveyance, on otti kuli kanam (ഒറടികുഴികാണം), this paramba (പറമ്പ), is witness, Palli Padatta Koru Raman (പള്ളിപാടത്തകൊരുരാമൻ), the writer of the deed and privy to the transaction.

L.

This adima ola karanam (അടിമരൊലകരണം) is written in the month of Vrischikam (വൃശ്ചികം) of the year 970.

To the grant on adima (അടിമ) of Yelambelam Kandy paramba (ഏളമ്പിലാകണ്ടിപറമ്പ), belonging to me, Yeravy Itty Teyan (ഇരവിഇട്ടിതെയ്യൻ) of Tammapanikara (തമ്മപണിക്കര) house, by this deed of writing, and to the taking by deed of writing, on this tenure, of Yelambilan Kandy paramba (ഏളമ്പിലാകണ്ടിപറമ്പ), by Callada Shangaren Teyan (കല്ലടശങ്കരൻതെയ്യൻ), to the grant and acceptance by mutual consent, on these terms of adima (അടിമ), is witness, Pallikel Shangareh Kondi (പള്ളികൽശങ്കരികൊന്തി), the writer.

M.

Kettiadakam panayam (mortgage) ola karanam (കെട്ടിയടക്കംപണയൊലകരണം), executed in the month of Vrischikam (വൃശ്ചികം) 970.

Kunatty Kandu Kumaran (കുന്നത്തികണ്ടുകുമാരൻ), having produced the exact sum of 101 fanams,

new virarayan (വീരരായൻ), in order to receive which sum on loan, I, Kolangara Kandy Kangoo Krishnan (കൊളങ്ങരകണ്ടികങ്കുകൃഷ്ണൻ), for this consideration of 101 fanams, when paid, I agree to give, in writing, the produce of my paramba (പറമ്പ) called Chettada (ചെറാടട), for one year, as a pledge for the yearly interest, being ten fanams, making ten fanams per annum. In the same manner, Kandu Kumaran (കണ്ടുകുമാരൻ) agrees to accept in writing of the produce of Chettada paramba (ചെറാടടപറമ്പ), in pledge for one year for the interest, being ten fanams of the rate of ten per cent. per annum.

In the same manner it is mutually agreed, that on the day on which these ten fanams interest due shall fail to be paid, the paramba (പറമ്പ) shall be taken possession of and cultivated at the patam (പാട്ടം) or rent of ten fanams for a year as kettiadakam (കെട്ടിയടക്കം), (or seized and taken possession of). To this lease and acceptance by writing, with mutual consent, the writer hereof, Kateyatta Teyan Koman (കട്ടയാട്ടതെയ്യൻകൊമൻ) who was privy to the transaction, is witness.

N.

The following is an ary kuri (kuli) kanam karanam (അഴികുഴികാണകരണം).

This is a deed of enclosure and tree cultivation, executed upon an ola (ഓല) in the month of Karkatagam (കർക്കടകം) of the year 976 of the Kollam (കൊല്ലം) Era, between Yariachan Nambara (യാരിച്ചൻനമ്പര), of Eliadam (ഏളെയടം) at Calicut: the executor of this disposes of his paramba (പറമ്പ), called Chakitta Kandy (ചക്കിട്ടകണ്ടി), in Pariedam desham (പെരിയടംദെശം), upon the enclosure and tree cultivation tenure, and the Teer Muttapelly Earamy Raman (തിരുമാപ്പള്ളിഇരാമിരാമൻ), the receiver on the same terms of the aforesaid Chakitta Kandy paramba (ചക്കിട്ടകണ്ടിപറമ്പ), situated in the Pariedam desham (പെരിയടംദെശം), between whom it is mutually agreed, that the sum of one hundred fanams, for the expense of enclosing (in the first instance) the paramba (പറമ്പ), together with that of all charges of repairs from this date, and the value that may be set on the cultivation agreeably to the custom of the desham (ദെശം). In witness to the execution of and acceptance of which double tenure of enclosure and tree cultivation, this was written by Achariatta Teyan Raman (അച്ചാഴിയത്തതെയ്യൻരാമൻ).

O.

This deed of lease on kuri or kuli kanam (കുഴികാണം) is written on ola (ഓല) in the month of Vrischikam (വൃശ്ചികം) 970.

The paramba (പറമ്പ) called Wannan Kandy, in Calicut, belonging to me, Witil Teyan Raman (വീട്ടിൽതെയ്യൻരാമൻ) I am to lease on kuri kanam (കുഴികാണം) for the purpose of planting fruit-trees: by this deed of writing and on these conditions of kuri kanam (കുഴികാണം), for the purpose of planting fruit-trees, is this said Wannan Kandy paramba (വണ്ണാൻകണ്ടിപറമ്പ) to be taken by deed of lease by Chatoo Raman (ചാത്തുരാമൻ), inhabitant of Wennat (വെണാട്ട) house, in Panyangara desham (പന്നിയങ്കരദെശം), of Parapa-nad (പറപ്പനാട), on this condition, that whatever fruit-trees are planted within this ground, their value and charges of cultivation it is agreed shall be paid for according to the custom of the desham (ദെശം). To the granting of this written lease, and the acceptance thereof with consent of both parties, is witness, the writer, Padikel Madawen Govinan (പടിക്കൽമാധവൻഗൊവിന്ദൻ), who was privy to the transaction.

P.

Kudi irippa kuli kanam ola karanam (കുടിയിരിപ്പ കുഴികാണ ഓലകരണം), written in the month of Vrischikam (വൃശ്ചികം) 970.

I am to grant on lease for kuli kanam (കുഴികാണം) and kudi irippa (കുടിയിരിപ്പ), (or for bringing into cultivation and residence on the ground) Wannan Kandy paramba (വണ്ണാൻകണ്ടിപറമ്പ), in Calicut, belonging to the Walia Witil Teyan Raman (വലിയവീട്ടിൽതെയ്യൻരാമൻ), and on the same terms, Chatoo Komen (ചാത്തുകൊമൻ), of Wennat (വെണാട്ട) house, Panyangara desham (പന്നിയങ്കരദെശം), in Parapanad (പറപ്പനാട), is to take this said paramba (പറമ്പ) for kudi irippa (കുടിയിരിപ്പ) and kuli kanam (കു

ഴികാണം) jointly, that is to say, whatever number of fruit-trees may be planted, their value and expenses for improvement shall be paid for according to the custom of the desham (ദേശം), without dispute. To the granting and acceptance of this lease mutually by writing, Yedattil Reshawan Raman, (എടത്തിൽ രിക്കവൻരാമൻ), the writer of this, is witness, and privy to the transaction.

Q

Panaya patam kuli kanam kudi irippa ola karanam (പണയപ്പാട്ടംകുഴികാണംകുടിയിരിപ്പോലകരണം), written in Vrischikam (വൃശ്ചികം) 970.

Having borrowed and received from Chatoo Komen (ചാത്തുകൊമൻ), of Wennat (വെണ്ണാട്ട) house, Panyangara desham (പന്നിയങ്കരദേശം), in parapa-nad (പറപ്പനാട), the exact sum of 501 old virarayan fanams (വിരരായൻപണം), I, Walia Witil Teyan Raman (വലിയവീട്ടിൽതെയ്യൻരാമൻ), of Calicut, for the said consideration of 501 fanams, lease the paramba (പറമ്പ) called Wannan Kandy (വണ്ണാൻകണ്ടി), situated in Calicut, by deed of writing for one year, at fifty fanams patam; and on the same terms, the aforesaid Chatoo Komen (ചാത്തുകൊമൻ) is to receive, by written deed, the said Wannan Kandy paramba (വണ്ണാൻകണ്ടിപറമ്പ), at fifty fanams patam (പാട്ടം), having advanced the sum of 501 fanams kanam (കാണം), being the value of the patam (പാട്ടം), and thence deducting the interest of the sum of five hundred and one fanams, being fanams twenty-five, the remainder, twenty-five fanams, I, Teyan Raman (തെയ്യൻരാമൻ), agree to receive as patam (പാട്ടം), and on these terms Chatoo Komen (ചാത്തുകൊമൻ) accepts the lease. In the same manner it is agreed to pay for any fruit-trees which may be planted in the said paramba (പറമ്പ), their value and expenses of cultivation, according to the custom of the desham (ദേശം). To the granting of this lease, and to its acceptance, the writer of the deed, Attikotta Chatoo Raman (അത്തിക്കൊട്ടചാത്തുരാമൻ), is witness, and privy to the transaction.

N. B. It is the custom of Malabar, when the sum is in even numbers, to add one more to the writing or deed. Thus, if the sum is 10, 20, 50, or 100, it will appear in the karanam (കരണം) as 11, 21, 51, 101; but if the real sum should be itself an odd number, it is inserted without any addition.

(Signed) A. WALKER.

True Copies.

(Signed) T. M. KEATE,
Secretary.

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1. It has long been known that the soil in Malabar is the inheritance of individuals, and held by various tenures which are not sufficiently understood. This state of property must have a great influence on society, and has probably had a secret but powerful operation in producing many of the events that have marked the administration of the province. The public revenue will be affected, and that in no slight degree, by the same cause.

2. The laws and customs which accident or choice may establish for the domestic regulation of different nations, contain the most useful portions of History. Those laws are the most curious and important that ascertain the rights and property of individuals. It has been remarked, that security in the property of land is the first step towards a civilized state of society. This circumstance appears, at a very remote period, to have engaged the attention of the legislators of Malabar. It would be impossible, at this time, to establish the era when land in this country became the peculiar possession of individuals, but there is every appearance that it is of great antiquity. The grateful sense of mankind, has been in all ages disposed to derive from the particular interposition of heaven, those benefits which they held most estimable. By consigning them to times long past, they are made more venerable. Accordingly, their fabulous history makes the proprietary of land in Malabar coeval with its creation, which the inhabitants believe was submersed under the ocean, until the power of Parasuraman (പരശുരാമൻ) made the waters retire.

3. It would be needless and unprofitable to examine this fictitious portion of Malabar history. They say however, that the creation of Malabar by Parasuraman (പരശുരാമൻ) took place towards the end of the Krita yug (കൃതയുഗം), when the life of man yet extended to 100,000 years. In the Treta yug (ത്രേതായുഗം) which succeeded, Parasuraman (പരശുരാമൻ) divided the land amongst the Brahmans (ബ്രാഹ്മണർ). At a subsequent period, under his divine authority, the book Vivaharam (വ്യവഹാരം) was completed by the united labours of the Brahmans (ബ്രാഹ്മണർ) belonging to the sixty-four gramams (ഗ്രാമങ്ങൾ). In process of time, the Kshatriyas (ക്ഷത്രിയർ), the Sudras (ശൂദ്രർ), and the rest of the castes were permitted to the possession of landed estates. A knowledge of the laws that respected this kind of property was at first only necessary for the Brahmans (ബ്രാഹ്മണർ), but as the benefit became more diffused, and men became more corrupted, it was indispensable to restrain them by Regulations. The Brahmans (ബ്രാഹ്മണർ) performed this service by translating from the Sanscrit (സംസ്കൃതം) into the vernacular tongue, the book Vivaharam (വ്യവഹാരം), an event which happened precisely 4,002 years ago. It is from this code, that the karanams (കരണങ്ങൾ) at the end of the account of Malabar tenures have been extracted and copied.

4. Thus much is certain, that in no country in the world, is the nature of the species of property better understood than in Malabar, nor its rights more tenaciously maintained. It is probable from the preceding account, that the possession of jenm (ജന്മം) land was originally unalienable, and confined to one or two castes. At present however, any person possessed of money may become a purchaser of jenm (ജന്മം). It is still more probable, that this possession was exempted from any direct burden except military service. There appears to have been no regular tax anterior to the Mahommedan invasion. The rajahs (രാജാക്കന്മാർ) were supported by the produce of their own lands, and by certain fugitive forfeits or immunities, which were more singular than advantageous. In cases of public necessity, they might have recourse to the voluntary or constrained assistance of their subjects; but their power was very limited, and it was seldom they could command more from a jealous and discordant aristocracy than a short personal service.

5. It is obvious from the subsequent narrative, and from the tenor of the karanams (കരണങ്ങൾ), that considerable provision has been made in Malabar for the security of landed property. Its limits and rights are ascertained in almost every situation, with no small degree of exactness. There is great attention paid to protect it against encroachment, and to preserve all its privileges inviolate. In all the stages of conveyance, the most watchful jealousy is observable, to prevent the possession being loaded with additional engagements, and to save it from total alienation. The conditions of each step are the subject of a new writing, in which they are recorded with precision. The allodial right is the last parted with. The final act which is to make a complete transfer of the land and its privileges, must be executed before a number of witnesses, with the consent of the heir, with the knowledge of the sovereign, and concluded by an impressive ceremony. The whole cannot fail to convince us of the high estimation in which this species of property was held in Malabar. It must also prove the early and positive rights that attended it, for nothing so likely as an ancient origin, could render honorary privileges hereditary and valuable. It is more than probable, that they supported some political consequence in the state.

6. In the inferior tenures, which only convey a temporary possession, there appears an equal attention to the interests of the proprietor and of the tenant. While the cultivator is severely punished for any loss in the produce sustained by his neglect, he is fully rewarded for his improvements. By a wise provision, the kudian (കുടിയാൻ) is fined when he returns, before the period of his lease expires, his paramba (പറമ്പ) into the hands of the jenmkar (ജന്മക്കാരൻ). The jenmkar (ജന്മക്കാരൻ) suffers a similar mulct when he deprives his kudian (കുടിയാൻ), by an untimely resumption, of the lease. The heavy penalty attending this at the season of produce is next to a prohibition. The tenure by which waste lands are brought into cultivation holds out no small inducement to industry.

7. It is deserving of remark, that few or none of these tenures are simple. They unite almost in every case, the consideration of mortgage and rent. In this instance, they discover that distrust and

want of confidence peculiar to infant societies, when a pledge is the most natural security for property; another proof of the great antiquity of these institutions.

It is also curious and not uninstructing to remark, some extraordinary instances of correspondence between the feudal system of Europe and the customs established in Malabar.

This similar state of property seems to have had the same effect on the political form of the Governments; and Malabar was divided into a variety of jarring and rebellious aristocracies, presenting almost the same scenes as distinguished and disturbed Europe in the middle ages.

8. Slaves were employed in cultivating the ground in both countries; formerly in Europe, and at this day in Malabar, sold in the same manner as other property. The power of their owners, in either situation, was equally absolute over their persons and property.

The cheramar in Malabar is not in a worse condition than the serf, the adscripti glebæ, and the villain who ploughed the fields of England.

9. It is likewise the case in Malabar, as it is still in some parts of Europe, that land, after the mere property of it is gone, continues to acknowledge the feudal rights of a superior. The possessor is bound to perform certain services; he attends the jenmkar (ജന്മക്കാരൻ) into the field, he appears on nuptial celebrations, and he presents his offering at the feast of Oonam (ഓണം). But this feudal state of subordination is gradually diminishing, and we may with confidence indulge an agreeable reflection, that it will in time be extinguished, by the continuance of an impartial and strict administration of Justice.

10. The frequent transfer of landed property is undoubtedly unfavourable to its improvement. It is suspected, that a large proportion of the land in Malabar is mortgaged; but before any final judgment can be formed of this circumstance, it would be necessary to know under what tenure the mortgage is held; for we shall see by the annexed account, that some of the deeds considered under that term, make an indefinite transfer of the property, and that all of them impose considerable difficulty to the violent, or abrupt resumption of the soil, from the immediate cultivator. Our degree of alarm, perhaps, will be diminished on this head, when we consider the general property of the landowners, who are commonly *incapable* of releasing an estate, which they have mortgaged; many of the mortgages in Malabar, it is likely from this circumstance, will last in æternum.

There is, however, no doubt, that the facility of mortgage has a pernicious effect in Malabar, and it is the duty of a provident government, to restrain this mode of encumbering land, or to put it under such regulations as may prevent the least injury possible to agriculture. The necessitous state of many of the jenmkars (ജന്മക്കാർ) will dispose them to raise money on their estates.

The Mapillas (മാപ്പിളമാർ), who have a greater command of cash than any other class, are constantly on the watch to take advantage of the wants and the indiscretion of the original proprietors. That crafty people, there is reason to suspect, have recourse to tricks and unfair expedients. The deceits they put in practice are greatly favoured, by the privacy and obscurity in which the transactions in question are concluded.

11. In the time of the rajahs (രാജാക്കന്മാർ), none of the higher karanams (കരണങ്ങൾ) could be executed without their knowledge; a deed of sale required to be confirmed with their certificate. The register of mortgages in the collector's cutcherry, is also a regulation of the Company's Government, but it is little attended to, as there is no penalty annexed to a disobedience of the order.

It may again be renewed and extended to all karanams (കരണങ്ങൾ) or written deeds respecting landed property. It should be declared at once, that deeds executed without this formality will be in future illegal; that the person who advances money, without complying with this regulation, shall be liable to forfeit it, and that neither of the parties will be allowed to prosecute, or to avail themselves in any shape, of an instrument thus irregularly executed.

I have proposed, that the severity of this law should rather fall on the money-lenders than on the necessitous proprietor of land, for reasons which must be obvious; but if the entire loss of the mortgage should appear too great a punishment, it will be easy for Government to adjudge the guilty party to suffer such a fine, as may secure obedience to the regulation. It would be of advantage to prescribe the form and words of each particular deed.

This was fully provided for by the ancient written laws of Malabar; but in the course of time, deviations have been admitted, and local usages introduced, by which means, in different districts, different practices prevail,

12. It is persumed, that it would not be a difficult matter to restore and enforce an uniformity in this particular: such a regulation would give additional security to property, it would simplify the transaction, and render legal decisions far less intricate than they are at present.

The deeds that accompany the present address, will be found to meet almost every condition in which landed property can be placed. They are not loaded with local usages, as they are extracted from the original code of laws, and may perhaps be adopted with advantage, for the universal usage of Malabar.

13. The inhabitants of Malabar confirm the most common transactions by written agreements; whether this betrays a want of integrity in their character, or a want of confidence in each other, I shall not at present examine; but it must have arisen from insecurity of some kind, and we may possibly be able to discover this in the constitution of their government, consisting of a variety of independent states, which putting it in the power of the debtor to pass easily from one jurisdiction to another, the creditor stood peculiarly in need of a record.

14. The want of correct information of the deeds that relate to the conveyance of landed property in Malabar, has been long felt as a desideratum. It was desirable, that the nature and powers of the various tenures should be precisely known, for without that knowledge, how is it possible to decide accurately in cases of property, which must be determined by the written law of the country, and when that fails, by custom and tradition? It is evident that without this information, some of the most essential objects of government and of justice can be but improperly obtained. To supply this deficiency, there is no scarcity of materials in Malabar. There are, in many cases, written and known laws; where this is otherwise, the customs of the country, which must be the rule of judgments in our courts, may be ascertained from intelligent natives. The customs have been preserved with amazing exactness, considering the lapse of ages, and the revolutions to which they have stood exposed. At this moment, I believe them superior to the loose traditionary code of any other people.

My attention was at first turned to the subject of the tenures by which land is possessed in Malabar, from motives of private curiosity only; I have been since led to give it a more particular consideration, and have conceived that the result of my inquiries may be useful in the administration of justice, and may cite others to prosecute an examination which is far from being exhausted. I have been at some pains to ascertain the truth, and although I am not aware of any errors, I can hardly flatter myself that there are not some. It may appear, that I have attached too much importance to etymology; but an attention to this circumstance, sometimes assists in explaining things, as well as tracing the origin of words. I submit this performance with great diffidence; but if it shall be found to increase a little the knowledge of the customs of a people which are by no means sufficiently known, and which it is absolutely necessary the local administration should be acquainted with, I am well repaid.

(Signed) A. WALKER.

Calicut, 20th July 1801. A true copy. (Signed) T. M. KEATE,
Secretary.

No. 2,598.

PROCEEDINGS OF THE BOARD OF REVENUE, dated 24th April 1862.

Read the following letter from P. GRANT, Esq., Collector of Malabar, to W. HUDLESTON, Esq., Secretary to the Board of Revenue, Madras, dated Calicut, 8th April 1862, No. 72:—

1. With reference to the Board's Proceedings, dated 29th January 1862, No. 667, R. D., I have the honor to submit a Statement exhibiting the number of the properties the Jenm right in which has devolved on Government by escheat in this District, as well as the new properties formed out of Government lands on which a Jenm rent is reserved by Government.

1. Betutnad escheat.
2. Chenat Nair's do.
3. Darmapatam do.

2. The three escheats marginally named are not included in this Statement, as the sale of the first, as the Board are aware, has been many years in progress, and the disposal of the other two has already been sanctioned* by Government.

* Extract Minutes of Consultation, dated 17th November 1854, No. 1,496, Revenue Department. June
Do. do, dated 6th [illegible] 1857, No. 559, R. D.

3. As regards such of the properties, embraced in the present Statement, as have fallen by escheat to Government, I may notice that in applying for the services of Mr. Stuart† in my letter of January 22nd 1862 No. 5, I referred to those properties also. I showed‡ that besides Chenat Nair's and the Darmapatam escheats, there are others which are numerous; and I have now only to repeat, in express terms, my opinion, as implied in that letter, that it is very desirable that such properties should be sold, as well as the other escheats.

† For the sale of escheats in Dalabar.
‡ Paragraph 7.

4. The same are my views in respect to the new properties formed out of the Government lands.

The uncertainty of the tenure under which these properties are generally held, renders the holders of them naturally anxious to purchase the Jenm right, and the Government will do well to adopt early measures for its disposal.

ENCLOSURE No. 1.

ABSTRACT.—Statement exhibiting the number of properties, &c., adverted to in the above letter.

Ordered to be submitted to Government, in continuation of the Proceedings quoted by the Collector. The Board quite concur with Mr. Grant in considering it advisable that Government should divest themselves of all rights as *proprietors* in the properties referred to.

(A true Copy and Extract.)

Sub-Secretary.

To J. D. Sim, Esq., Secretary to Government, R. D.

Copy to P. Grant, Esq., Collector of Malabar.

Exd. J. Wright.

Revenue/54 No 2-3-4
June/57-0-39-40
February/62-0-36-37
20-0-0-429-430
5-9-96

Rev= 1862. Department.

Proc: of Govt for Augt

No. 1252.

PROCEEDINGS OF THE BOARD OF REVENUE.

Dated 24th April 1862.
Despatched. 30 Do
Received. 1st May
Encl Augt

No. 2,598.

Submitting with remarks letter from the Collector of Malabar forwarding a statement showing the number of the properties in Malabar escheated to Government as also of those formed out Government lands on which a Jenm ent is reserved by Government.

30 & 62
16-9-99

No 1725 & 1726

No 1725-14 Augt

With Enclosure

What is the rule as regards the Jenm- is any appeal provided? Who are the parties to such appeal

No-1725-

Agreeably to the recommendation of the Board of Revenue, the Govt sanction the sale of the Jenm or fee simple right in the properties noted in their Proc:, on the terms authorized for the sale of same right in other Jenm properties-

From Govt
14th August 1862

To The Bd of Rev Dept No
with 9 Enclosures
3- Accountant General