Revenue (1899) Department.

MISCELLANEOUS SERIES.

G.O., No. 126

DATED 7th January 99

[Despatch Abstract.]

Recording Proposal of Legislative Dept: approving the Alterations suggested by the Advocate-General & the Govt: of India in Certain Sections of the — ; directing the publication of the Bill, & forwarding with the Statement of Objects & Reasons, in English & Hindustani; & requesting the Hon'ble Mr Whitehead to take charge of it

BACK PAPERS.

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

FURTHER PAPERS.

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

ther purposes, but is not such an im-
provided for in section 8, the

Bill to be introduced into the Council of the Governor of Fort St. George for making Laws and Regulations.

Under Rule 33 of the Rules for the conduct of business at Meetings of the Council, the following Bill, together with the Statement of Objects and Reasons accompanying it, is published for general information:—

No. 6 of 1898.

A Bill to secure to Tenants in the Malabar District Compensation for Improvements.

WHEREAS it is expedient to amend the law relating to compensation for improvements by tenants in the Malabar district; It is hereby enacted as follows:—

1. This Act may be called the Malabar Compensation for Tenants' Improvements Act, 189 , and it shall be applicable to the whole of the Malabar district.

2. Madras Act I of 1887 is hereby repealed.

3. In this Act, unless there is something repugnant in the context or subject,—

Interpretation clause.

(1) "Tenant" means a person who holds land under another person and is, or, but for a special contract or custom, would be liable to pay rent for that land to that person.

"Tenant."

Explanation.

A mortgagee under c[illegible]enant is three- cases of section 58 of the Trans[illegible]one-quarter [illegible]of 1882, is not a tenant with[illegible] r this Act.

(2) "Landlord" means a person immediately under whom a tenant holds.

"Landlord."

(3) "Rent" means whatever is lawfully payable or deliverable in money or kind by a tenant to his landlord on account of the use or occupation of the land held by the tenant.

"Rent."

4. (1) For the purposes of this Act, the term "improvement" means any work which adds to the value of the holding which is suitable to the holding and consistent with the purpose for which it was let.

"Improvement."

Explanation.

No work executed by a tenant shall be deemed to be an improvement for the purposes of this Act, if it substantially diminishes the value of any other part of the landlord's property in the tenant's holding.

(2) Until the contrary is shown, the following works or the products of such works shall be presumed to be improvements within the meaning of this Act:—

What are deemed to be improvements.

(*a*) the erection of dwelling-houses, buildings appurtenant thereto, and farm buildings;

(*b*) the construction of tanks, wells, channels, dams and other works for the storage or supply of water for agricultural or domestic purposes;

(*c*) the preparation of land for irrigation, [illegible]any, required to ma[illegible]

reclamation from ...s or other waters, or protection from floods, or from erosion or other damage by water, of land used for agricultural purposes, or waste land which is culturable;

(*f*) the reclamation, clearance, enclosure, or permanent improvement of land for agricultural purposes;

(*g*) the renewal or reconstruction of any of the foregoing works, or alterations therein or additions thereto;

(*h*) the planting of fruit trees, timber trees, and other useful trees and plants and the protection and maintenance of trees and plants so planted;

(*i*) the protection or maintenance of such trees and plants, the same having grown spontaneously or having been planted by the landlord or any previous tenant.

5. Every tenant who is ejected from his holding sh... notwith... any custo... contrary, be entitled to be comp... for improvements made by him ...redecessors in interest and for w... compensation has not already been paid.

Tenant who is ejected to be entitled to compensation.

Explanation.

A tenant is deemed to be ejected from his holding when he is obliged to surrender or determine the lease otherwise than by his own personal wish or voluntary act.

6. (1) Whenever any Court passes a decree or order for the ejectment of a tenant from his holding, or for the redemption of the land comprised in the demise to the tenant, it shall determine the amount of compensation (if any) due to the tenant for improvements under this Act and shall make such decree or order conditional on the payment to the tenant of the amount so determined.

When Court orders the ejectment of a tenant, it shall determine the amount of compensation.

(2) A decree or order under the preceding sub-section may be executed on the application of either the landlord or the tenant.

(3) When under an express agreement in writing any reduction or remission of rent or any other advantage has been given by the landlord to the tenant in consideration of any improvement made or to be made by th... tenant, the Court may on account of su... tion, remission or advantage, ma... deduction from the compensation to be awarded as under all the circumstances of the case may be reasonable.

Provided that the mere omission of a landlord to revise the rent on the expiry of a kanom or lease shall not be taken to authorize any deduction from the compensation contemplated by this section.

(4) All arrears of rent due by the tenant at the date of execution of the decree or order shall be set off against the amount of the compensation for improvements ordered to be paid; and also an adjustment shall be made, if necessary, according to the condition of the improvement at the time of the execution of the decree.

(5) Whenever a Court passes a decree or order for ejectment or redemption against a tenant and such tenant has on his holding erected any building, constructed any work or planted any tree which the Court finds is not an improvement for which compensation can be claimed, but which the Court finds can be removed without substantial injury to the property comprised in the holding, such tenant may remove such building, work or tree within a time to be fixed by the Court in its decree or order.

(6) The Governor in Council may, from time to time, by notification in the Fort St. George and Malabar District Gazettes, make rules requiring the Court to associate with itself, for the purpose of estimating the compensation to be awarded under this section for an improvement, such number of assessors as the Governor in Council thinks fit, and determining the qualifications of those assessors and the mode of selecting them.

Power to make rules for estimating compensation.

7. The compensation to be awarded for an improvement shall be determined in the manner prescribed in Sections 8 to 13.

Compensation how to be determined.

8. When the improvement has caused an increase in the value of the annual net produce of the holding, the compensation to be awarded

Compensation when there is an increase of produce.

A mortgagee under cl... of section 58 of the Trans... 1882, is not a tenant with... of this Act.

(2) "Landlord" means a perso... immediately unde... whom a tenan... holds.

"Landlord."

M.B.-1

(*b*) The Court shall then ascertain what is the present value, interest being calculated at 6 per cent., of an annuity equal to such money value for such number of years.

(*c*) If the sum so ascertained is more than the cost of making the improvement, determined in the manner laid down in section 10, three-quarters of such sum added to one-quarter of such cost, shall be the compensation to be awarded.

(*d*) If such sum is not more than such cost, such sum shall be the compensation to be awarded.

Explanation.

If additional assessment is imposed by Government in consequence of any improvement, such assessment shall be deemed to be part of the annual cost of maintaining the improvement, and shall be taken into account in determining the net money value of the increase of produce due to the improvement.

Illustrations.

(1) The Court finds that the age of a cocoanut tree is between 20 and 30 years; that its probable future fruitful life is 40 years; that its future average annual yield will probably be 25 nuts; that the proper commutation rate is Rs. 20 per 1,000 nuts; that the cost of cultivating the tree for a year is 2½ annas; that the annual assessment on the tree is 1¼ annas; and that the cost of making the improvement was Rs. 2-12-0. The net value of the annual produce is, therefore, 4¼ annas, and a reference to the annuity table in Schedule I shows that the present value of an annuity of 4¼ annas for 40 years at 6 per cent. is Rs. 3-15-11. Three-quarters of this sum is Rs. 2-15-11. The compensation to be awarded is this sum of Rs. 2-15-11 added to one-quarter of Rs. 2-12-0 or 11 annas, or Rs. 3-10-11 in all [Schedule IV, Table II (1)].

(2) If the annual yield is 50 nuts and the other conditions are the same as in illustration (1), the net value of the annual produce is 12¼ annas and the compensation to be awarded is three-quarters of Rs. 11-8-4 added to one-quarter of Rs. 2-12-0 or Rs. 9-5-3 in all [Schedule IV, Table II (1)].

(3) A tenant converts an acre of dry land into wet at a proper cost of Rs. 50 and thereby increases the probable average value of the annual net produce by Rs. 15 in perpetuity. The present value of an annuity of Rs. 15 for ever at 6 per cent. is Rs. 250. The compensation to be awarded to the tenant is three-quarters of Rs. 250 added to one-quarter of Rs. 50, or Rs. 200 in all.

9. (1) When the improvement consists of timber trees or of trees or plants useful for fuel or other purposes, but is not such an improvement as is provided for in section 8, the compensation to be awarded in the case of trees and plants sown or planted by the tenant shall be three-fourths, and in the case of trees and plants planted by the landlord or a previous tenant or spontaneously grown shall be one-half of the sum which the trees or plants might reasonably be expected to realize, if sold by public auction to be cut and carried away.

Compensation for timber and fuel trees.

(2) Provided that, when such trees or plants are immature, the compensation to be awarded may be the cost of making the improvement, as defined in section 10, instead of the compensation specified in sub-section (1) of this section.

Explanation.

The compensation to be awarded for a fruit tree which, though mature, does not, by reason of old age or other cause, bear fruit, shall be determined under this section.

Illustrations.

(1) The compensation to be awarded for a plantation of teak trees, if mature, is three-fourths of the sum which they might reasonably be expected to realize if cut down and sold by public auction; but if the trees are immature the Court may award as compensation either the necessary cost of making the plantation, or three-fourths of the sum which the saplings might reasonably be expected to realize, if cut down and sold by auction, whichever is more advantageous to the tenant.

If the trees are of spontaneous growth, the tenant's share of the estimated auction price is one-half; and, if the trees are immature, he is entitled to such half, or to the estimated proper cost of having watched and protected them, whichever is greater.

(2) The compensation to be awarded for a spontaneously-grown sappan (dyewood) tree, or cluster of bamboos, is one-half of the sum which it might reasonably be expected to realize if cut down and sold by auction.

(3) The compensation to be awarded for a cocoanut tree which is forty years old and has never borne or has ceased to bear fruit is three-fourths of the sum which it might reasonably be expected to realize if cut down and sold by public auction.

10. The compensation to be awarded for any improvement other than those specified in sections 8 and 9 (1) shall be the cost of making such improvement. Such cost means the cost, at the time of valua ion, of the labour (including supervision) and of the materials and other expenditure, if any, required to make the improvement,

Compensation in other cases.

less a reasonable deduction on account of such deterioration, if any, as has taken place from age or other cause.

Provid[illegible] that if it is shown that the tenant produced the improvement in a more expensive way than it might have been produced, he shall not be allowed compensation for the excess.

Explanation.

The cost of labour and of materials and the other expenditure, if any, does not ordinarily include interest on the wages of labour, the price of materials and the other expenditure, if any. The tenant's enjoyment of the improvement is ordinarily an equivalent for such interest, but the Court may allow such interest at the current local rate if it considers, for reasons to be recorded by it, that such enjoyment has not been such equivalent.

Rate of interest.

11. For all the purposes of this Act, the rate of interest shall be taken to be 6 per cent. per annum.

Price of cocoanuts, &c.

12. For the purpose of determining the money value of produce, the Court shall ascertain the average price of such produce in the locality where the land is situated during the last ten years immediately preceding the institution of the suit; and until the contrary is shown, the Court shall presume that the price of cocoanuts, arecanuts, pepper and paddy is that shown in Schedule II.

Presumptions as to cost.

13. (1) Until the contrary is proved, the Court shall presume that the cost of—

(*a*) cultivating and harvesting a crop of paddy,

(*b*) planting and cultivating a cocoanut tree, an arecanut tree, a jack tree and a pepper vine until they, respectively, are in bearing,

(*c*) maintaining a cocoanut tree, an arecanut tree, a jack tree and a pepper vine for one year when in bearing,

is that shown in Schedule III, and

(2) When the presumptions in section 12 and section 13 (1) have not been rebutted, the compensation for any improvement consisting of a cocoanut tree, an arecanut tree, a pepper vine or paddy shall be as shown in Schedule IV.

Power to alter schedules.

14. (1) Notwithstanding anything hereinbefore contained, the Governor in Council may, in order the more adequately to give effect to the provisions of this Act, from time to time, add to, cancel or alter the schedules referred to in Sections 12 and 13, and may direct that they be in force, in whole or in part, or with any specified variations, in any local area.

Publication of schedules.

(2) Such schedules shall be published in English and Malayalam in the Fort St. George and Malabar District Gazettes, and shall be kept publicly posted in the Court or Courts having jurisdiction in such area.

Compensation when land is overplanted

15. When trees or vines are planted in excess of the following scale, the Court, if satisfied that, in the circumstances of the particular case, the land is overplanted, may either refuse to grant any compensation, or may grant compensation [at a lower rate, for so many of such trees or vines as are in excess of the scale:—

	Scale.
Cocoanut trees ordinarily ..	60 per acre.
Do. do. in sandy tracts near sea-shore, or back-water or on the banks of rivers, when specially suitable for close planting	80 ,,
Arecanut trees	720 ,,
Jack	30 ,,
Pepper vines (standards of) ..	600 ,,

This rule is applicable to mixed gardens, in which case each tree is allowed a proportionate fraction of an acre according to the above scale.

Saving clause.

16. Nothing in any contract between a landlord and a tenant made after the 1st day of January 1886 shall take away or limit the right of a tenant to make improvements and claim compensation for them in accordance with the provisions of this Act, or remove a work as provided in sub-section (5) of Section 6.

Saving clause.

17. Nothing in this Act shall take away the right of any person who may be entitled by law or custom to claim compensation for any improvements other than those dealt with under the provisions of this Act.

SCHEDULE I.

SHOWING the present Value of an Annuity of sums from one pie to Rs. 100 for from one to fifty years, and in perpetuity, at the rate of six *per cent. per annum.*

—	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.
1	2	3	4	5	6	7
	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.
1 pie	0 0 1	0 0 2	0 0 3	0 0 3	0 0 4	0 0 5
2 pies	0 0 2	0 0 4	0 0 5	0 0 7	0 0 8	0 0 10
3 ,, ...	0 0 3	0 0 6	0 0 8	0 0 10	0 1 1	0 1 3
4 ,, ...	0 0 4	0 0 7	0 0 11	0 1 2	0 1 5	0 1 8
5 ,, ...	0 0 5	0 0 9	0 1 1	0 1 5	0 1 9	0 2 1
6 ,, ...	0 0 6	0 0 11	0 1 4	0 1 9	0 2 1	0 2 6
1 anna	0 0 11	0 1 10	0 2 8	0 3 6	0 4 3	0 4 11
2 annas	0 1 11	0 3 8	0 5 4	0 6 11	0 8 5	0 9 10
3 ,, ...	0 2 10	0 5 6	0 8 0	0 10 5	0 12 8	0 14 9
4 ,, ...	0 3 9	0 7 4	0 10 8	0 13 10	1 0 10	1 3 8
5 ,, ...	0 4 9	0 9 2	0 13 4	1 1 4	1 5 1	1 8 7
6 ,, ...	0 5 7	0 11 0	1 0 0	1 4 9	1 9 3	1 13 6
7 ,, ...	0 6 7	0 12 10	1 2 9	1 8 3	1 13 6	2 2 5
8 ,, ...	0 7 7	0 14 8	1 5 5	1 11 9	2 1 8	2 7 4
9 ,, ...	0 8 6	1 0 6	1 8 1	1 15 2	2 5 11	2 12 3
10 ,, ...	0 9 5	1 2 4	1 10 9	2 2 8	2 10 1	3 1 2
11 ,, ...	0 10 5	1 4 2	1 13 5	2 6 1	2 14 4	3 6 1
12 ,, ...	0 11 3	1 6 0	2 0 1	2 9 7	3 2 7	3 11 0
13 ,, ...	0 12 2	1 7 10	2 2 9	2 13 1	3 6 9	3 15 11
14 ,, ...	0 13 2	1 9 8	2 5 5	3 0 6	3 11 0	4 4 10
15 ,, ...	0 14 2	1 11 6	2 8 1	3 4 0	3 15 2	4 9 9
1 rupee	0 15 1	1 13 4	2 10 9	3 7 5	4 3 5	4 14 8
2 rupees	1 14 2	3 10 8	5 5 6	6 14 11	8 6 10	9 13 4
3 ,, ...	2 13 3	5 8 0	8 0 4	10 6 4	12 10 2	14 12 0
4 ,, ...	3 12 5	7 5 4	10 11 1	13 13 9	16 13 7	19 10 8
5 ,, ...	4 11 6	9 2 8	13 5 10	17 5 2	21 1 0	24 9 5
6 ,, ...	5 10 7	11 0 0	16 0 7	20 12 8	25 4 5	29 8 1
7 ,, ...	6 9 8	12 13 4	18 11 5	24 4 1	29 7 9	34 6 9
8 ,, ...	7 8 9	14 10 8	21 6 2	27 11 6	33 11 2	39 5 5
9 ,, ...	8 7 10	16 8 0	24 0 11	31 3 0	37 14 7	44 4 1
10 ,, ...	9 6 11	18 5 4	26 11 8	34 10 5	42 2 0	49 2 9
100 ,, ...	94 5 5	183 5 5	267 4 10	346 8 0	421 3 9	491 11 8

—	7 years.	8 years.	9 years.	10 years.	11 years.	12 years.	13 years.
1	8	9	10	11	12	13	14
	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.
1 pie	0 0 6	0 0 6	0 0 7	0 0 7	0 0 8	0 0 8	0 0 9
2 pies	0 0 11	0 1 0	0 1 2	0 1 3	0 1 4	0 1 5	0 1 6
3 ,, ...	0 1 5	0 1 7	0 1 8	0 1 10	0 2 0	0 2 1	0 2 3
4 ,, ...	0 1 10	0 2 1	0 2 3	0 2 5	0 2 8	0 2 10	0 2 11
5 ,, ...	0 2 4	0 2 7	0 2 10	0 3 1	0 3 3	0 3 6	0 3 8
6 ,, ...	0 2 9	0 3 1	0 3 5	0 3 8	0 3 11	0 4 2	0 4 5
1 anna	0 5 7	0 6 3	0 6 10	0 7 4	0 7 11	0 8 5	0 8 10
2 annas	0 11 2	0 12 5	0 13 7	0 14 9	0 15 9	1 0 9	1 1 8
3 ,, ...	1 0 9	1 2 8	1 4 5	1 6 1	1 7 8	1 9 2	1 10 7
4 ,, ...	1 6 4	1 8 10	1 11 2	1 13 5	1 15 7	2 1 6	2 3 5
5 ,, ...	1 11 11	1 15 1	2 2 0	2 4 10	2 7 5	2 9 11	2 12 3
6 ,, ...	2 1 6	2 5 3	2 8 10	2 12 2	2 15 4	3 2 4	3 5 1
7 ,, ...	2 7 1	2 11 6	2 15 7	3 3 6	3 7 2	3 10 8	3 14 0
8 ,, ...	2 12 8	3 1 8	3 6 5	3 10 11	3 15 1	4 3 1	4 6 10
9 ,, ...	3 2 3	3 7 11	3 13 3	4 2 3	4 7 0	4 11 5	4 15 8
10 ,, ...	3 7 10	3 14 1	4 4 0	4 9 8	4 14 10	5 3 10	5 8 6
11 ,, ...	3 13 5	4 4 4	4 10 10	5 1 0	5 6 9	5 12 3	6 1 5
12 ,, ...	4 3 0	4 10 6	5 1 7	5 8 4	5 14 8	6 4 7	6 10 3
13 ,, ...	4 8 7	5 0 9	5 8 5	5 15 8	6 6 6	6 13 0	7 3 1
14 ,, ...	4 14 2	5 6 11	5 15 3	6 7 0	6 14 5	7 5 4	7 11 11
15 ,, ...	5 3 9	5 13 2	6 6 0	6 14 5	7 6 4	7 13 9	8 4 9
1 rupee	5 9 4	6 3 4	6 12 10	7 5 9	7 14 2	8 6 2	8 13 8
2 rupees	11 2 8	12 6 9	13 9 8	14 11 6	15 12 5	16 12 3	17 11 3
3 ,, ...	16 11 11	18 10 1	20 6 6	22 1 3	23 10 7	25 2 5	26 8 11
4 ,, ...	22 5 3	24 13 5	27 3 4	29 7 1	31 8 9	33 8 7	35 6 7
5 ,, ...	27 14 7	31 0 9	34 0 2	36 12 10	39 6 11	41 14 9	44 4 3
6 ,, ...	33 7 11	37 4 2	40 13 0	44 2 7	47 5 2	50 4 10	53 1 10
7 ,, ...	39 1 3	43 7 6	47 9 9	51 8 4	55 3 4	58 11 0	61 15 6
8 ,, ...	44 10 7	49 10 10	54 6 7	58 14 1	63 1 6	67 1 2	70 13 2
9 ,, ...	50 3 10	55 14 3	61 3 5	66 3 10	70 15 9	75 7 3	79 10 9
10 ,, ...	55 13 2	62 1 7	68 0 3	73 9 7	78 13 11	83 13 5	88 8 5
100 ,, ...	558 3 10	620 15 8	680 2 8	736 0 2	788 11 0	838 6 2	885 4 3

SCHEDULE I—*cont.*

Showing the present Value of an Annuity of sums from one pie to Rs. 100 for from one to fifty years, and in perpetuity, at the rate of six *per cent.*

per annum—cont.

	18 years.		19 years.		20 years.		21 years.		22 years.		23 years.		24 years.		25 years.		26 years.	
	19		20		21		22		23		24		25		26		27	
	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.
1 pie	0	0 11	0	0 11	0	0 11	0	1 0	0	1 0	0	1 0	0	1 1	0	1 1	0	1 2
2 pies	0	1 10	0	1 11	0	2 10	0	2 11	0	3 0	0	2 11	0	2 11	0	2 11	0	2 11
3 ,,	0	2 9	0	2 10	0	3 10	0	4 0	0	4 2	0	4 3	0	4 4	0	4 4	0	4 5
4 ,,	0	3 7	0	3 9	0	4 9	0	5 0	0	5 3	0	5 4	0	5 5	0	5 6	0	5 6
5 ,,	0	4 6	0	4 8	0	5 8	0	6 0	0	6 4	0	6 5	0	6 6	0	6 7	0	6 8
6 ,,	0	5 5	0	5 7	0	6 7	0	7 0	0	7 5	0	7 6	0	7 8	0	7 9	0	7 10
1 anna	0	11 2	0	11 6	0	12 6	0	13 0	0	13 7	0	14 0	0	14 3	0	14 5	0	14 7
2 annas	1	6 4	1	6 11	1	7 11	1	8 11	1	9 9	1	10 7	1	11 4	1	12 1	1	12 9
3 ,,	2	1 6	2	2 5	2	3 4	2	4 3	2	5 2	2	6 1	2	6 11	2	7 9	2	8 6
4 ,,	2	11 4	2	12 8	2	13 11	2	15 1	3	0 2	3	1 3	3	2 5	3	3 6	3	4 2
5 ,,	3	6 2	3	7 9	3	9 4	3	10 10	4	0 7	4	2 4	4	3 11	4	5 2	4	6 3
6 ,,	4	1 0	4	3 0	4	4 10	4	6 7	4	8 4	4	10 2	5	0 9	5	2 4	5	4 0
7 ,,	4	11 10	5	0 3	5	2 4	5	5 14	5	7 11	6	0 4	6	2 6	6	4 7	6	6 8
8 ,,	5	6 7	5	11 9	6	0 3	6	3 11	6	7 6	6	10 11	7	3 3	7	5 9	7	7 11
9 ,,	6	1 5	6	7 3	6	8 3	6	9 11	7	3 1	7	8 5	7	13 6	8	1 11	8	4 1
10 ,,	6	12 3	7	2 8	7	4 2	7	7 6	7	11 4	8	4 5	8	10 1	8	9 1	8	12 7
11 ,,	7	7 1	7	14 2	8	0 1	8	3 1	8	7 4	9	0 6	9	6 7	9	9 5	9	12 0
12 ,,	8	1 11	8	9 8	8	12 0	8	15 1	9	3 6	9	9 7	10	3 2	10	6 2	10	9 0
1 rupee	8	12 9	9	5 1	9	8 11	9	12 2	9	15 11	10	3 8	10	15 8	11	3 0	11	6 1
2 rupees	9	7 7	9	14 3	10	4 10	10	8 7	11	0 6	11	8 7	11	12 3	11	15 9	12	3 1
3 ,,	10	2 5	10	12 1	10	13 6	11	0 6	11	7 6	12	2 8	12	8 10	12	12 9	13	0 1
4 ,,	10	13 3	11	2 6	11	7 6	11	12 3	11	14 4	12	9 8	13	4 10	13	9 6	14	0 2
5 ,,	11	8 1	11	13 4	12	1 5	12	6 4	12	11 2	13	4 6	13	11 3	14	6 3	15	0 3
6 ,,	12	2 11	12	8 3	12	13 5	13	0 5	13	8 1	13	15 5	14	6 2	15	3 1	16	0 4
7 ,,	12	13 9	13	3 3	13	8 4	13	14 4	14	5 0	14	10 4	15	1 1	16	0 0	17	0 5
8 ,,	13	8 7	14	0 2	14	3 3	14	8 3	15	1 11	15	5 3	15	12 0	16	13 9	17	1 6
9 ,,	14	3 5	14	13 1	14	14 2	15	2 3	15	13 9	16	0 2	16	6 11	17	3 8	18	0 7
10 ,,	14	14 3	15	5 11	15	9 1	15	12 2	16	6 8	16	11 1	17	1 10	17	13 7	18	11 8
11 ,,	15	9 1	15	15 10	16	4 0	16	6 1	16	15 7	17	6 0	17	12 9	18	8 6	19	3 9
12 ,,	16	4 0	16	11 9	16	14 11	17	0 0	17	8 6	17	15 11	18	8 8	19	3 5	19	14 10
13 ,,	16	14 11	17	7 8	17	10 9	17	14 0	18	2 5	18	11 10	19	4 7	19	14 4	20	9 11
14 ,,	17	10 9	18	3 7	18	6 8	18	12 0	18	11 4	19	7 9	20	0 6	20	9 3	21	4 12
15 ,,	18	6 7	18	14 6	19	2 7	19	9 11	19	5 3	20	3 8	20	12 5	21	4 2	21	15 13
1 rupee	19	2 6	19	10 5	19	14 6	20	7 10	20	14 2	21	0 7	21	8 4	21	15 1	22	11 2
2 rupees	38	4 11	39	0 10	39	13 5	40	7 8	41	0 4	41	13 14	42	1 8	42	14 2	44	6 4
3 ,,	57	7 4	58	5 3	59	4 4	60	5 6	61	6 6	62	7 4	63	2 1	63	12 11	66	1 6
4 ,,	76	9 9	78	1 8	79	4 3	80	3 4	81	8 8	83	0 8	84	2 9	85	11 8	88	4 8
5 ,,	96	0 2	97	5 1	99	3 11	100	1 2	102	3 10	103	7 11	105	4 5	107	10 4	110	7 10
6 ,,	115	2 7	116	8 6	118	3 7	120	0 0	122	5 11	124	11 3	127	5 10	129	9 11	132	13 11
7 ,,	134	5 0	136	0 11	137	11 10	139	8 10	142	8 1	145	2 5	147	15 2	151	2 1	154	15 13
8 ,,	153	7 5	155	4 3	157	3 1	159	5 3	162	10 3	166	4 0	169	7 4	172	6 3	176	17 15
9 ,,	172	10 1	174	7 8	176	10 4	178	13 7	183	0 5	187	5 8	191	9 6	194	10 4	199	1 2
10 ,,	192	0 6	194	11 0	196	5 5	198	10 9	203	2 7	208	7 5	213	0 8	216	11 5	221	4 4
100 ,,	1,082	12 2	1,115	13 0	1,146	15 10	1,176	6 6	1,204	2 6	1,230	5 5	1,255	0 7	1,278	5 4	1,300	5 1

SCHEDULE I—*cont.*

Showing the present Value of an Annuity of sums from one pie to Rs. 100 for from one to fifty years, and in perpetuity, at the rate of six *per cent.*

per annum—cont.

	14 years.		15 years.		16 years.		17 years.		18 years.	
	15		16		17		18		19	
	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.
1 pie	0	0 9	0	0 10	0	0 10	0	0 10	0	0 11
2 pies	0	1 7	0	1 7	0	1 8	0	1 8	0	1 9
3 ,,	0	2 4	0	2 5	0	2 6	0	2 7	0	2 8
4 ,,	0	3 3	0	3 3	0	3 4	0	3 5	0	3 6
5 ,,	0	4 1	0	4 1	0	4 3	0	4 3	0	4 4
6 ,,	0	4 10	0	5 0	0	5 1	0	5 2	0	5 3
1 anna	0	9 4	0	9 9	0	10 1	0	10 6	0	11 0
2 annas	1	7 7	1	8 5	1	9 3	1	10 1	1	10 11
3 ,,	2	5 11	2	7 0	2	8 1	2	9 2	2	10 3
4 ,,	3	4 3	3	5 2	3	6 3	3	7 4	3	8 5
5 ,,	4	2 8	4	3 5	4	4 6	4	5 7	4	6 8
6 ,,	5	1 4	5	2 7	5	3 8	5	4 9	5	5 10
7 ,,	5	13 11	6	1 10	6	3 0	6	4 2	6	5 4
8 ,,	6	12 6	7	1 0	7	2 3	7	3 5	7	4 7
9 ,,	7	11 2	8	0 3	8	1 5	8	2 8	8	3 10
10 ,,	8	9 10	8	15 6	9	0 8	9	1 11	9	3 2
11 ,,	9	8 6	9	14 8	9	15 11	10	1 2	10	2 5
12 ,,	10	7 2	10	13 10	11	15 2	12	0 5	12	1 8
1 rupee	11	5 10	12	13 0	13	14 5	14	0 8	14	2 11
2 rupees	22	11 8	25	6 0	28	2 10	30	14 4	33	5 9
3 ,,	34	5 6	38	0 0	42	3 4	46	5 7	50	7 10
4 ,,	45	11 4	50	6 0	56	4 7	62	7 10	68	10 1
5 ,,	57	5 2	63	0 0	70	5 11	78	9 4	87	0 8
6 ,,	68	13 0	75	6 0	84	7 3	94	11 0	105	2 7
7 ,,	80	4 8	88	0 0	98	8 7	110	12 8	123	5 6
8 ,,	91	12 2	100	6 0	112	9 11	126	14 4	141	7 5
9 ,,	103	3 8	113	0 0	126	11 3	142	15 8	159	9 4
10 ,,	114	11 2	125	6 0	140	12 6	158	17 0	177	11 2
100 ,,	1,146	15 10	1,255	0 0	1,408	6 6	1,582	12 2	1,787	5 1

SCHEDULE I—*cont.*

Showing the present Value of an Annuity of sums from one pie to Rs. 100 for from one to fifty years, and in perpetuity, at the rate of six *per cent.*

per annum—cont.

	27 years.		28 years.		29 years.		30 years.		31 years.		32 years.		33 years.		34 years.		35 years.		36 years.		37 years.		38 years.		39 years.	
	28		29		30		31		32		33		34		35		36		37		38		39		40	
	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.
1 pie	0	1 1	0	1 2	0	1 2	0	1 2	0	1 2	0	1 2	0	1 2	0	1 2	0	1 3	0	1 3	0	1 3	0	1 3	0	1 3
2 pies	0	2 2	0	2 3	0	2 3	0	2 3	0	2 4	0	2 4	0	2 4	0	2 5	0	2 5	0	2 5	0	2 5	0	2 6	0	2 6
3 ,,	0	3 4	0	3 4	0	3 5	0	3 5	0	3 6	0	3 6	0	3 7	0	3 7	0	3 8	0	3 8	0	3 8	0	3 9	0	3 9
4 ,,	0	4 5	0	4 6	0	4 6	0	4 7	0	4 7	0	4 8	0	4 9	0	4 10	0	4 10	0	4 11	0	4 11	0	5 0	0	5 0
5 ,,	0	5 6	0	5 7	0	5 8	0	5 8	0	5 9	0	5 10	0	6 0	0	6 0	0	6 1	0	6 2	0	6 2	0	6 3	0	6 3
6 ,,	0	6 7	0	6 8	0	6 9	0	6 10	0	7 0	0	7 1	0	7 2	0	7 3	0	7 4	0	7 5	0	7 5	0	7 6	0	7 7
1 anna	0	13 3	0	13 7	0	13 11	0	14 3	0	14 7	0	14 11	0	15 3	0	15 6	0	15 10	0	16 2	0	16 6	0	16 10	0	17 2
2 annas	1	10 5	1	10 10	1	11 2	1	11 6	1	11 10	1	12 2	1	12 6	1	12 9	1	13 1	1	13 5	1	13 8	1	14 0	1	14 4
3 ,,	2	7 8	2	8 2	2	8 9	2	9 4	2	9 9	2	10 3	2	10 8	2	11 2	2	11 7	2	12 0	2	12 5	2	12 10	2	13 3
4 ,,	3	4 10	3	5 7	3	6 4	3	7 1	3	7 9	3	8 5	3	9 2	3	9 9	3	10 6	3	11 2	3	11 9	3	12 5	3	13 1
5 ,,	4	3 0	4	3 8	4	4 5	4	5 3	4	6 0	4	6 8	4	7 5	4	8 2	4	8 10	4	9 7	4	10 3	4	11 0	4	11 8
6 ,,	4	13 6	4	14 4	5	0 2	5	1 0	5	1 9	5	2 7	5	3 5	5	4 3	5	5 1	5	5 10	5	6 6	5	7 3	5	8 0
7 ,,	5	8 5	5	9 3	5	10 1	5	10 10	5	11 8	6	0 6	6	1 4	6	2 2	6	3 0	6	3 9	6	4 7	6	5 5	6	6 3
8 ,,	6	2 3	6	3 1	6	3 11	6	4 9	6	5 7	6	6 5	6	7 3	6	8 1	6	8 10	6	9 8	6	10 6	6	11 4	7	0 2
9 ,,	6	13 11	6	14 9	7	0 7	7	1 5	7	2 3	7	3 1	7	3 10	7	4 8	7	5 6	7	6 4	7	7 2	7	8 0	7	8 9
10 ,,	7	9 7	7	10 5	7	11 3	8	0 1	8	0 10	8	1 8	8	2 6	8	3 4	8	4 2	8	5 0	8	5 9	8	6 7	8	7 5
11 ,,	8	5 1	8	5 10	8	6 8	8	7 6	8	8 4	8	9 2	8	10 0	8	10 9	8	11 7	9	0 5	9	1 3	9	2 1	9	2 10
12 ,,	8	12 0	8	12 8	8	13 6	8	14 4	9	0 2	9	1 0	9	1 9	9	2 7	9	3 5	9	4 3	9	5 1	9	5 10	9	6 8
1 rupee	16	0 4	16	1 8	16	2 11	16	4 2	16	5 5	16	6 8	16	7 11	16	9 2	16	10 5	16	11 8	17	0 11	17	2 2	17	3 5
2 rupees	32	0 9	32	3 4	32	6 0	32	8 8	32	11 3	32	13 11	32	16 6	32	19 2	32	21 10	33	0 5	33	3 1	33	5 8	33	8 4
3 ,,	48	13 1	48	15 8	49	2 4	49	5 0	49	7 8	49	10 4	49	13 0	49	15 8	49	18 4	49	21 0	50	0 8	50	3 4	50	6 0
4 ,,	65	1 6	65	4 0	65	6 10	65	9 4	65	11 9	66	2 3	66	4 9	66	7 3	66	9 8	66	12 2	66	14 7	66	17 1	66	19 6
5 ,,	81	8 8	81	11 0	81	13 4	81	15 8	81	18 0	82	0 4	82	2 8	82	5 0	82	7 4	82	9 8	82	12 0	82	14 4	82	16 8
6 ,,	98	4 11	98	7 6	98	10 1	98	12 8	98	15 3	98	17 10	99	0 5	99	3 0	99	5 7	99	8 2	99	10 9	99	13 4	99	15 11
7 ,,	114	15 3	114	18 0	115	0 8	115	3 4	115	6 0	115	8 8	115	11 4	115	14 0	115	16 8	115	19 4	116	0 0	116	2 8	116	5 4
8 ,,	131	6 6	131	9 3	131	12 0	131	14 8	131	17 5	131	19 11	132	2 8	132	5 4	132	8 1	132	10 7	132	13 4	132	16 0	132	18 7
9 ,,	147	13 8	147	16 5	147	19 2	148	1 10	148	4 7	148	7 3	148	10 0	148	12 8	148	15 5	148	18 1	148	20 8	149	3 4	149	6 1
10 ,,	164	5 1	164	7 11	164	10 8	164	13 5	164	16 2	164	18 10	165	1 7	165	4 4	165	7 1	165	9 9	165	12 6	165	15 3	165	18 0
100 ,,	1,641	0 11	1,643	15 3	1,646	9 7	1,649	3 11	1,651	14 3	1,654	8 7	1,657	2 11	1,659	13 3	1,662	7 7	1,665	1 11	1,667	12 3	1,670	6 7	1,672	0 11

SCHEDULE I—*cont.*

Showing the present Value of an Annuity of sums from one pie to Rs. 100 for from one to fifty years, and in perpetuity, at the rate of six *per cent. per annum*—*cont.*

	44 years.	45 years.	46 years.	47 years.	48 years.	49 years.	50 years.	In perpetuity.
	45	46	47	48	49	50	51	52
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1 pie	0 1 3	0 1 3	0 1 4	0 1 4	0 1 4	0 1 4	0 1 4	0 1 5
2 pies	0 2 7	0 2 7	0 2 7	0 2 7	0 2 7	0 2 7	0 2 8	0 2 9
3 ,,	0 3 10	0 3 10	0 3 11	0 3 11	0 3 11	0 3 11	0 3 11	0 4 2
4 ,,	0 5 2	0 5 2	0 5 2	0 5 2	0 5 3	0 5 3	0 5 3	0 5 7
5 ,,	0 6 5	0 6 5	0 6 6	0 6 6	0 6 6	0 6 7	0 6 7	0 6 11
6 ,,	0 7 9	0 7 9	0 7 9	0 7 10	0 7 10	0 7 10	0 7 11	0 8 4
1 anna	0 15 5	0 15 5	0 15 5	0 15 7	0 15 8	0 15 8	0 15 9	1 0 8
2 annas	1 14 9	1 14 11	1 15 1	1 15 2	1 15 4	1 15 5	1 15 6	2 1 4
3 ,,	2 13 7	2 14 4	2 14 7	2 14 9	2 14 11	2 15 1	2 15 3	3 2 0
4 ,,	3 12 4	3 13 10	3 14 1	3 14 4	3 14 7	3 14 10	4 14 7	5 3 4
5 ,,	4 11 2	4 13 3	4 13 7	4 13 11	4 14 3	4 14 6	5 14 7	6 4 8
6 ,,	5 10 0	5 12 9	5 13 2	5 13 6	5 13 11	5 14 3	6 14 4	7 6 0
7 ,,	6 8 9	6 12 2	6 12 8	6 13 1	6 13 7	7 14 1	8 13 10	9 6 0
8 ,,	7 7 7	7 11 8	7 12 2	7 12 9	7 13 2	8 13 4	9 13 7	10 6 8
9 ,,	8 6 6	8 11 1	8 11 9	8 12 4	8 12 10	9 13 1	10 13 5	11 7 4
10 ,,	9 5 4	9 10 5	9 11 3	9 11 11	9 12 6	10 12 9	11 13 2	12 8 0
11 ,,	10 4 3	10 9 10	10 10 9	10 11 6	10 12 2	11 12 6	12 12 11	13 8 8
12 ,,	11 3 1	11 8 7	11 9 6	11 10 4	11 11 1	12 11 11	13 12 8	14 9 4
13 ,,	12 1 11	12 8 0	12 8 11	12 9 10	12 10 8	13 11 7	14 12 5	15 10 0
14 ,,	13 0 10	13 7 4	13 8 5	13 9 4	13 10 3	14 11 4	15 12 2	16 10 8
15 ,,	13 11 9	14 6 9	14 7 10	14 8 10	14 9 10	15 10 5	16 11 4	17 11 4
1 rupee	14 10 8	15 6 2	15 7 4	15 8 5	15 9 5	16 10 2	17 11 1	18 11 11
2 rupees	29 9 4	30 12 3	30 14 7	31 0 9	31 2 10	32 3 3	33 4 11	34 7 7
3 ,,	44 8 0	46 2 5	46 5 11	46 9 2	46 12 3	47 8 5	48 9 10	49 3 3
4 ,,	59 6 8	61 8 6	61 13 2	62 1 7	62 5 8	63 1 7	64 2 7	65 11 11
5 ,,	74 5 4	76 14 8	77 4 6	77 9 11	77 15 1	78 14 5	80 3 7	81 8 7
6 ,,	89 4 0	92 4 9	92 11 9	93 2 4	93 8 7	94 7 9	96 4 8	98 5 5
7 ,,	104 2 9	107 10 11	108 3 1	108 10 9	109 2 0	110 1 1	112 5 7	115 2 3
8 ,,	118 11 5	123 1 1	123 10 4	124 3 1	124 11 5	125 13 8	128 6 8	131 11 11
9 ,,	133 10 1	138 7 2	139 1 8	139 11 6	140 4 10	141 6 1	144 7 9	148 8 7
10 ,,	148 8 9	153 13 4	154 8 11	155 3 11	155 14 3	157 1 3	160 8 10	165 5 4
100 ,,	1,488 5 1	1,538 5 1	1,545 9 4	1,553 7 0	1,558 14 5	1,565 0 0	1,576 3 0	1,666 10 8

	40 years.	41 years.	42 years.	43 years.	44 years.	45 years.
	41	42	43	44	45	
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs.
1 pie	0 1 3	0 1 3	0 1 3	0 1 3	0 1 3	0
2 pies	0 2 6	0 2 6	0 2 6	0 2 6	0 2 6	0
3 ,,	0 3 9	0 3 9	0 3 10	0 3 10	0 3 10	0
4 ,,	0 5 0	0 5 1	0 5 1	0 5 1	0 5 1	0
5 ,,	0 6 3	0 6 4	0 6 4	0 6 4	0 6 5	0
6 ,,	0 7 6	0 7 7	0 7 7	0 7 7	0 7 8	0
1 anna	0 15 1	0 15 2	0 15 3	0 15 3	0 15 4	0
2 annas	1 14 1	1 14 3	1 14 5	1 14 6	1 14 7	1
3 ,,	2 13 2	2 13 5	2 13 8	2 13 9	2 13 11	2
4 ,,	3 12 3	3 12 7	3 12 11	3 13 1	3 13 3	3
5 ,,	4 11 3	4 11 8	4 12 1	4 12 4	4 12 6	4
6 ,,	5 10 3	5 10 10	5 11 4	5 11 7	5 11 10	5
7 ,,	6 9 4	6 10 0	6 10 7	6 11 2	6 11 5	6
8 ,,	7 8 4	7 9 1	7 9 10	7 10 5	7 10 9	7
9 ,,	8 7 5	8 8 3	8 9 0	8 9 9	8 9 9	8
10 ,,	9 6 6	9 7 5	9 8 3	9 8 12	9 9 1	9
11 ,,	10 5 6	10 6 6	10 7 6	10 8 4	10 8 4	10
12 ,,	11 4 7	11 5 8	11 6 8	11 7 8	11 7 8	11
13 ,,	12 3 7	12 4 10	12 5 11	12 7 0	12 7 0	12
14 ,,	13 2 8	13 3 11	13 5 2	13 6 4	13 6 4	13
15 ,,	14 1 8	14 3 1	14 4 4	14 5 7	14 5 7	14
1 rupee	15 0 9	15 2 3	15 3 7	15 4 11	15 4 11	15
2 rupees	30 1 6	30 4 5	30 7 2	30 9 10	30 9 10	30
3 ,,	45 2 3	45 6 8	45 10 9	45 14 4	45 14 8	45
4 ,,	60 2 10	60 8 10	60 14 4	61 3 7	61 3 7	61
5 ,,	75 3 8	75 11 1	76 2 0	76 8 6	76 8 6	76
6 ,,	90 4 5	90 13 3	91 5 7	91 13 5	91 13 5	91
7 ,,	105 5 2	105 15 6	106 9 2	107 2 3	107 2 3	107
8 ,,	120 5 11	121 1 8	121 12 9	122 7 2	122 7 2	122
9 ,,	135 6 8	136 3 11	137 0 4	137 12 1	137 12 1	137
10 ,,	150 7 5	151 6 1	152 3 11	153 1 0	153 1 0	153
100 ,,	1,504 10 1	1,513 12 10	1,522 7 3	1,530 9 10	1,530 9 10	1,530

SCHEDULE II.

THE presumed price of Cocoanuts, Arecanuts, Pepper and Paddy.

Produce.	Commutation price.	
Cocoanuts—	RS. A. P.	
(*a*) In localities unfavourably situated as regards markets	18 0 0	for a thousand.
(*b*) Elsewhere	20 0 0	
Arecanuts—		
(*a*) In localities unfavourably situated as regards markets	0 2 0	for a hundred.
(*b*) Elsewhere	0 2 6	
Pepper (dry)—	16 0 0	for a cwt.
	or 0 2 3	for a lb.
Paddy—		
(*a*) In the taluk of Ernad	139 0 0	for a garce.
(*b*) Do. of Walavanad ..	137 8 0	
(*c*) Do. of Palghat	136 0 0	
(*d*) Do. of Chirakkal	163 0 0	
(*e*) Do. of Ponnáni	148 0 0	
(*f*) Do. of Calicut	150 0 0	
(*g*) Do. of Kurumbranát ..	150 0 0	
(*h*) Do. of Kóttayam	155 0 0	

SCHEDULE III.

PRESUMED cost of cultivating a crop of Paddy, of cultivating Cocoanut trees, Arecanut trees, Pepper vines and Jack trees till they come into bearing, and of maintaining those trees and vines for a year when bearing.

(*a*) The cost of cultivating a crop of paddy is Rs. 9-8-0 for an acre.

(*b*) The cost of planting and cultivating a cocoanut tree, an arecanut tree, a jack tree and a standard of pepper vines until in bearing is as follows :—

	RS. A. P.
Cocoanut tree	2 12 0
Arecanut tree when artificial irrigation is not necessary	0 2 6
Do. do. is necessary	0 12 0
Pepper vines (standard of)	0 3 6
Jack tree	2 10 0

(*c*) The cost of maintaining a cocoanut tree, an arecanut tree, a jack tree, and a standard of pepper vines for one year when in bearing is as follows :—

——	Cost of cultivation.	Assessment.	Total.
	RS. A. P.	RS. A. P.	RS. A. P.
Cocoanut	0 2 6	0 1 3	0 3 9
Arecanut when artificial irrigation is not necessary.	0 0 2	0 0 4	0 0 6
Arecanut when artificial irrigation is necessary.	0 1 3	0 0 4	0 1 7
Jack	0 2 0	0 2 2	0 4 2
Pepper vine	0 0 6	*Nil.*	0 0 6

Schedule IV.

Presumptions as to the Compensation that should be awarded in certain cases.

Explanation.—(1) If the yield is greater than that shown in the tables of this schedule, the compensation to be awarded shall be that arrived at by calculation in accordance with the provisions of the Act.

(2) In estimating the increase in the annual net produce of the holding derivable from trees or plants which, by reason of immaturity, have as yet only come into partial bearing, a reasonable allowance shall be made for the probable future increase in the produce of such trees or plants.

(3) It has been found impossible to prepare useful tables for jack trees and paddy. The calculation of the compensation awarded for them must be left entirely to the courts.

Schedule IV, Table I.

Showing the Compensation to be paid for each Cocoanut, Arecanut and Jack tree and for each standard of Pepper vines which has not yet come into bearing.

Age in years.	Cocoanuts.	Age in years.	Arecanut, when artificial irrigation is		Age in years.	Jack.	Age in years.	Pepper
			Necessary.	Not necessary.				
	Rs. A. P.		Rs. A. P.	Rs. A. P.		Rs. A. P.		Rs. A. P.
1	0 8 0	1	0 3 0	0 1 0	1	0 8 0	1	0 2 0
2	0 13 0	2	0 4 6	0 1 4	2	0 12 0	2	0 2 6
3	1 2 0	3	0 5 9	0 1 8	3	1 0 0	3	0 3 0
4	1 6 0	4	0 7 0	0 1 10	4	1 3 0	4	0 3 6
5	1 10 0	5	0 8 3	0 2 0	5	1 6 0	5	0 4 0
6	1 14 0	6	0 9 6	0 2 2	6	1 8 0	6	0 4 6
7	2 1 0	7	0 10 9	0 2 4	7	1 10 0	7	0 5 0
8	2 4 0	8	0 12 0	0 2 6	8	1 12 0	8	0 5 6
9	2 7 0	9	0 13 3	0 2 8	9	0 14 0	9	0 6 0
10	2 9 6	10	0 14 6	0 2 10	10	2 0 0		
11	2 12 0				11	2 2 0		
12	2 14 6				12	2 4 0		
13	3 1 0				13	2 6 0		
14	3 3 6				14	2 8 0		
15	3 6 0				15	2 10 0		

Schedule IV, Table II.

(1.)—Showing the Compensation to be awarded for Cocoanut trees having an estimated future fruitful life of from 1 to 50 years and an estimated future fruit-bearing capacity of from 1 to 100 nuts per annum, the commutation price paid being Rs. 20 for a thousand nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing Rs. 2-12-0, and the annual cost of maintaining the tree, inclusive of assessment, As. 3-9.

Annual produce in nuts.	Price of nuts at Rs. 20 per 1,000.	Net value of the annual produce after deducting As. 3-9, being the cost of maintaining the tree for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.
1	1	2	3	4	5	6	7	8	9	10	11	12	13
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1	0 0 4	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..
2	0 0 8	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..
3	0 1 0	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..
4	0 1 3	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..
5	0 1 7	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..
6	0 1 11	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..
7	0 2 3	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..
8	0 2 7	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..
9	0 2 11	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..
10	0 3 2	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..
11	0 3 6	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..
12	0 3 10	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..	.. .. ..
13	0 4 2	0 0 1	0 0 2	0 0 3	0 0 4	0 0 5	0 0 6	0 0 7	0 0 8	0 0 9	0 0 10	0 0 11	0 0 12
14	0 4 6	0 0 5	0 0 9	0 1 1	0 1 3	0 1 5	0 1 7	0 1 9	0 2 0	0 2 2	0 2 4	0 2 6	0 2 8
15	0 4 10	0 0 9	0 1 5	0 2 0	0 2 6	0 2 11	0 3 4	0 3 9	0 4 2	0 4 7	0 5 0	0 5 5	0 5 10
16	0 5 1	0 1 1	0 2 0	0 2 11	0 3 7	0 4 5	0 5 2	0 5 11	0 6 7	0 7 4	0 8 0	0 8 9	0 9 5
17	0 5 5	0 1 3	0 2 5	0 3 7	0 4 5	0 5 4	0 6 3	0 7 2	0 8 1	0 9 0	0 9 11	0 10 9	0 11 8
18	0 5 9	0 1 7	0 3 1	0 4 2	0 5 3	0 6 3	0 7 4	0 8 4	0 9 5	0 10 5	0 11 6	1 0 6	1 1 7
19	0 6 1	0 1 11	0 3 8	0 4 11	0 6 1	0 7 2	0 8 4	0 9 5	0 10 7	0 11 8	1 0 9	1 1 11	1 3 0
20	0 6 5	0 2 3	0 4 3	0 5 4	0 6 11	0 8 1	0 9 3	0 10 5	0 11 7	1 0 9	1 1 11	1 3 1	1 4 3
25	0 8 0	0 2 8	0 4 10	0 7 0	0 9 3	0 11 5	1 1 7	1 3 9	1 5 11	1 8 1	1 10 3	1 12 5	1 14 7
30	0 9 7	0 4 3	0 5 10	0 8 10	0 11 6	1 0 2	1 2 10	1 5 6	1 8 2	1 10 10	1 13 6	1 15 11	2 2 7
35	0 11 2	0 5 7	0 7 5	0 10 8	1 1 11	1 4 11	1 8 0	1 11 4	1 14 8	2 1 1	2 4 5	2 7 9	2 11 0
40	0 12 10	0 7 0	0 9 1	0 13 7	1 5 4	1 8 8	1 12 0	1 15 8	2 3 3	2 6 11	2 10 6	3 2 2	3 5 10
45	0 14 5	0 8 7	0 10 8	1 0 6	1 7 3	1 11 0	2 2 10	2 6 6	2 10 3	3 2 1	3 6 0	3 9 11	4 1 10
50	1 0 0	0 10 1	0 12 3	1 3 7	1 9 4	1 13 2	2 5 0	2 9 0	3 0 11	3 5 0	3 9 1	4 1 11	4 6 0
55	1 1 7	0 11 6	0 13 10	1 6 6	1 12 3	1 15 11	2 7 9	2 11 6	3 3 3	3 7 8	4 0 2	4 4 9	4 9 4
60	1 3 2	0 13 0	0 15 5	1 9 4	1 15 4	2 2 3	2 10 3	3 2 1	3 6 0	3 9 11	4 3 10	4 8 6	5 1 3
65	1 4 10	0 14 7	1 1 2	1 12 3	2 2 3	2 5 2	2 13 2	3 5 0	3 8 11	4 0 10	4 6 6	4 11 3	5 4 0
70	1 6 5	1 0 1	1 2 8	1 15 4	2 5 2	2 8 0	2 15 10	3 7 11	4 0 9	4 3 7	4 9 3	5 2 0	5 6 9
75	1 8 0	1 1 8	1 4 3	2 2 3	2 8 0	2 10 11	3 3 9	3 8 7	4 1 6	4 6 4	4 11 11	5 5 6	5 11 1
80	1 9 7	1 3 1	1 5 10	2 5 2	2 11 0	3 1 8	3 6 6	3 11 5	4 4 4	4 9 2	5 2 9	5 8 4	6 1 0
85	1 11 2	1 4 8	1 7 5	2 8 0	3 1 8	3 5 0	3 9 1	4 2 3	4 7 1	5 0 0	5 5 8	5 11 7	6 5 6
90	1 12 10	1 6 1	1 9 1	2 10 11	3 4 7	3 8 1	4 0 8	4 5 2	4 9 10	5 3 5	5 8 11	6 2 5	6 8 0
95	1 14 5	1 7 8	1 10 8	2 13 6	3 7 5	3 11 2	4 3 4	4 8 1	5 0 8	5 5 3	5 10 10	6 5 4	6 11 3
100	2 0 0	1 9 2	1 12 3	2 15 8	3 10 4	4 1 3	4 6 0	4 10 11	5 3 6	5 8 2	6 1 9	6 8 3	7 2 9
		1 10 7	1 12 3	3 1 11	4 0 8	4 4 3	4 8 10	5 1 5	5 5 11	5 10 6	6 4 2	6 9 11	7 5 8

Explanation.—The gross value of the annual produce of trees, which produce less than twelve nuts, is less than the cost of maintenance including assessment, viz., As. 3-9. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than twelve nuts.

SCHEDULE IV, TABLE II—*cont.*

(1.)—Showing the Compensation to be awarded for Cocoanut trees having an estimated future fruitful life of from 1 to 50 years and an estimated future fruit-bearing capacity of from 1 to 100 nuts per annum, the commutation price being Rs. 20 for a thousand nuts, the rate of interest 6 per cent. per annum, and the cost of bringing each tree into bearing Rs. 2-12-0, and the annual cost of maintaining the tree, inclusive of assessment, As. 3-9—*cont.*

Annual produce in nuts.	Price of nuts at Rs. 20 per 1,000.	Net value of the annual produce after deducting As. 3-9, being the cost of maintaining the tree for one year.	12 years.	14 years.	16 years.	18 years.	20 years.	25 years.	30 years.	35 years.	40 years.	45 years.	50 years.
			14	15	16	17	18	19	20	21	22	23	24
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1	0 0 4	. .	. .	. .	. .	0 0 11	0 0 11	0 0 11	0 1 1	0 1 2	0 1 3	0 1 3	0 1 4
2	0 0 8	. .	. .	. .	. .	0 1 9	0 2 0	0 2 5	0 2 11	0 3 5	0 3 10	0 4 3	0 4 7
3	0 1 0	. .	. .	. .	. .	0 2 7	0 3 0	0 3 6	0 4 2	0 4 7	0 5 0	0 5 5	0 5 10
4	0 1 7	. .	. .	. .	. .	0 3 5	0 4 0	0 4 4	0 4 11	0 5 6	0 6 1	0 6 7	0 7 0
5	0 1 11	. .	. .	. .	. .	0 4 3	0 4 11	0 5 5	0 6 1	0 6 9	0 7 4	0 7 11	0 8 6
6	0 2 3	. .	. .	. .	. .	0 5 1	0 5 7	0 6 3	0 6 11	0 7 7	0 8 3	0 8 11	0 9 7
7	0 2 7	. .	. .	. .	. .	0 5 10	0 6 6	0 7 2	0 7 9	0 8 4	0 9 0	0 9 8	0 10 5
8	0 3 2	. .	. .	. .	. .	0 6 8	0 7 4	0 8 0	0 8 8	0 9 3	0 9 11	0 10 8	0 11 6
9	0 3 6	. .	. .	. .	. .	0 7 5	0 8 2	0 8 10	0 9 7	0 10 1	0 10 11	0 11 8	0 12 6
10	0 3 10	. .	. .	. .	. .	0 8 3	0 8 11	0 9 8	0 10 5	0 11 2	0 11 10	0 12 7	1 0 3
11	0 4 2	. .	. .	. .	. .	0 9 0	0 9 9	0 10 6	0 11 3	0 11 11	0 12 8	1 0 4	1 1 0
12	0 4 6	. .	. .	. .	. .	0 9 10	0 10 7	0 11 4	0 12 1	0 12 9	1 0 5	1 1 1	1 1 11
13	0 4 10	. .	. .	. .	. .	0 10 7	0 11 4	0 12 1	0 12 10	1 0 6	1 1 2	1 1 12	1 2 8
14	0 5 1	. .	. .	. .	. .	0 11 4	0 12 1	0 12 10	1 1 7	1 1 3	1 2 0	1 2 9	1 3 5
15	0 5 5	. .	. .	. .	. .	0 12 1	0 12 10	1 1 7	1 2 4	1 2 11	1 3 7	1 4 3	1 4 11
16	0 5 9	. .	. .	. .	. .	0 12 10	1 1 7	1 2 4	1 3 1	1 3 8	1 4 4	1 5 0	1 5 8
17	0 6 1	. .	. .	. .	. .	1 1 7	1 2 4	1 3 1	1 3 8	1 4 5	1 5 1	1 5 9	1 6 5
18	0 6 5	. .	. .	. .	. .	1 2 4	1 3 1	1 3 8	1 4 5	1 5 2	1 5 10	1 6 6	1 7 3
19	0 6 9	. .	. .	. .	. .	1 2 11	1 3 8	1 4 5	1 5 2	1 5 11	1 6 7	1 7 4	1 8 0
20	0 7 2	. .	. .	. .	. .	1 3 8	1 4 5	1 5 2	1 5 11	1 6 8	1 7 5	1 8 1	1 8 9
25	0 8 8	. .	. .	. .	. .	1 6 2	1 6 11	1 7 8	1 8 5	1 9 2	1 9 11	1 10 8	1 11 6
30	0 10 1	. .	. .	. .	. .	1 8 9	1 9 6	1 10 3	1 11 0	1 11 8	2 0 5	2 1 2	2 1 11
35	0 11 6	. .	. .	. .	. .	1 11 4	2 0 1	2 0 10	2 1 7	2 2 4	2 3 0	2 3 9	2 4 6
40	1 0 11	. .	. .	. .	. .	2 1 10	2 2 7	2 3 4	2 4 1	2 4 9	2 5 6	2 6 3	2 7 0
45	1 2 0	. .	. .	. .	. .	2 4 5	2 5 2	2 5 11	2 6 8	2 7 5	2 8 2	2 8 11	2 9 8
50	1 3 5	. .	. .	. .	. .	2 7 0	2 7 9	2 8 6	2 9 3	2 10 0	2 10 9	2 11 6	3 0 3
55	1 4 11	. .	. .	. .	. .	2 9 7	2 10 4	2 11 1	2 11 10	3 0 7	3 1 4	3 2 1	3 2 10
60	1 6 2	. .	. .	. .	. .	2 12 2	2 12 11	3 1 8	3 2 5	3 3 2	3 3 11	3 4 8	3 5 5
65	1 7 6	. .	. .	. .	. .	2 14 9	3 1 4	3 1 11	3 2 8	3 3 5	3 4 2	3 4 11	3 5 8
70	1 8 9	. .	. .	. .	. .	3 1 4	3 1 11	3 2 8	3 3 5	3 4 2	3 4 11	3 5 8	3 6 4
75	1 10 0	. .	. .	. .	. .	3 3 11	3 4 8	3 5 5	3 6 2	3 6 11	3 7 8	3 8 5	3 9 1
80	1 11 4	. .	. .	. .	. .	3 6 6	3 7 3	3 8 0	3 8 9	3 9 6	3 10 3	3 11 0	3 11 10
85	2 0 7	. .	. .	. .	. .	3 9 1	3 9 10	3 10 7	3 11 4	4 0 1	4 0 10	4 1 7	4 2 4
90	2 1 11	. .	. .	. .	. .	3 11 8	4 0 5	4 1 2	4 1 11	4 2 8	4 3 5	4 4 2	4 4 11
95	2 3 2	. .	. .	. .	. .	4 2 3	4 3 0	4 3 9	4 4 6	4 5 3	4 6 0	4 6 9	4 7 6
100	2 4 6	. .	. .	. .	. .	4 4 10	4 5 7	4 6 4	4 7 1	4 7 11	4 8 8	4 9 5	4 10 2

Explanation.—The gross value of the annual produce of trees, which produce less than twelve nuts, is less than the cost of maintenance including assessment, viz., As. 3-9. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than twelve nuts.

(2.)—Showing the Compensation to be awarded for Cocoanut trees having an estimated future fruitful life of from 1 to 100 nuts per annum, the commutation price being Rs. 18 for a thousand nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing Rs. 3-12-0, and the annual cost of maintaining the tree inclusive of assessment, As. 3-9.

Annual produce in nuts.	Price of nuts at Rs. 18 per 1,000	Net value of the annual produce after deducting As. 3-9, being the cost of maintaining the tree for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.
			3	4	5	6	7	8	9	10	11	12
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1	0 0 3	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
2	0 0 7	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
3	0 0 10	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
4	0 1 2	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
5	0 1 6	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
6	0 1 9	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
7	0 2 1	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
8	0 2 4	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
9	0 2 7	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
10	0 3 0	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
11	0 3 3	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
12	0 3 6	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
13	0 3 9	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
14	0 4 0	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
15	0 4 4	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
16	0 4 7	0 0 3	0 0 6	0 0 9	0 1 0	0 1 3	0 1 6	0 1 9	0 2 0	0 2 3	0 2 6	0 2 9
17	0 4 11	0 0 7	0 0 10	0 1 1	0 1 4	0 1 8	0 1 11	0 2 2	0 2 5	0 2 8	0 2 11	0 3 2
18	0 5 2	0 0 10	0 1 2	0 1 5	0 1 9	0 2 0	0 2 3	0 2 6	0 2 9	0 3 0	0 3 3	0 3 6
19	0 5 6	0 1 2	0 1 6	0 1 9	0 2 0	0 2 3	0 2 6	0 2 9	0 3 0	0 3 3	0 3 6	0 3 9
20	0 5 9	0 1 5	0 1 9	0 2 0	0 2 3	0 2 6	0 2 9	0 3 0	0 3 3	0 3 6	0 3 9	0 4 0
25	0 7 2	0 2 0	0 2 4	0 2 7	0 2 11	0 3 2	0 3 5	0 3 8	0 4 0	0 4 3	0 4 6	0 4 9
30	0 8 8	0 2 11	0 3 3	0 3 7	0 4 0	0 4 4	0 4 7	0 4 11	0 5 2	0 5 5	0 5 9	0 6 0
35	0 10 1	0 3 6	0 4 0	0 4 4	0 4 7	0 4 11	0 5 2	0 5 6	0 5 9	0 6 1	0 6 4	0 6 7
40	0 11 6	0 4 1	0 4 5	0 4 8	0 5 0	0 5 3	0 5 7	0 6 0	0 6 3	0 6 6	0 6 10	0 7 1
45	1 0 11	0 4 8	0 5 0	0 5 3	0 5 7	0 6 0	0 6 3	0 6 6	0 6 10	0 7 1	0 7 4	0 7 7
50	1 2 0	0 5 3	0 5 7	0 6 0	0 6 3	0 6 6	0 6 10	0 7 1	0 7 4	0 7 7	0 7 11	0 8 2
55	1 3 5	0 5 10	0 6 2	0 6 5	0 6 9	0 7 0	0 7 3	0 7 6	0 7 9	0 8 0	0 8 3	0 8 6
60	1 4 11	0 6 5	0 6 9	0 7 0	0 7 3	0 7 6	0 7 9	0 8 0	0 8 3	0 8 6	0 8 9	0 9 0
65	1 6 2	0 6 12	0 7 4	0 7 7	0 7 11	0 8 2	0 8 5	0 8 8	0 8 11	0 9 2	0 9 5	0 9 8
70	1 7 6	0 7 7	0 7 11	0 8 2	0 8 5	0 8 8	0 8 11	0 9 2	0 9 5	0 9 8	0 10 1	0 10 4
75	1 8 9	0 8 2	0 8 6	0 8 9	0 9 0	0 9 3	0 9 6	0 9 9	0 10 0	0 10 3	0 10 6	0 10 9
80	1 10 0	0 8 9	0 9 1	0 9 4	0 9 7	0 9 10	0 10 1	0 10 4	0 10 7	0 10 10	0 11 1	0 11 4
85	1 11 4	0 9 4	0 9 8	0 9 11	0 10 2	0 10 5	0 10 8	0 10 11	0 11 2	0 11 5	0 11 8	0 11 11
90	2 0 7	0 9 11	0 10 3	0 10 6	0 10 9	0 11 0	0 11 3	0 11 6	0 11 9	0 12 0	1 0 3	1 0 6
95	2 1 11	0 10 6	0 10 10	0 11 1	0 11 4	0 11 7	0 11 10	1 0 1	1 0 4	1 0 7	1 0 10	1 1 1
100	2 3 2	0 11 1	0 11 5	0 11 8	1 0 0	1 0 3	1 0 6	1 0 9	1 0 12	1 1 3	1 1 6	1 1 9

Explanation.—The gross value of the annual produce of trees, which produce less than fourteen nuts, is not greater than the cost of maintenance including assessment, viz., As. 3-9. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than fourteen nuts.

SCHEDULE IV, TABLE II.

(2.)—Showing the Compensation to be awarded for Cocoanut trees having an estimated future fruitful life of from 1 to 50 years and an estimated future fruit-bearing capacity of from 1 to 100 nuts per annum, the commutation price being Rs. 18 for a thousand nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing Rs. 3-12-0, and the annual cost of maintaining the tree inclusive of assessment, As. 3-9.

Annual produce in nuts.	Price of nuts at Rs. 18 per 1,000	Net value of the annual produce after deducting As. 3-9, being the cost of maintaining the tree for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.
			3	4	5	6	7	8	9	10	11	12
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1	0 0 3	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
2	0 0 7	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
3	0 0 10	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
4	0 1 2	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
5	0 1 6	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
6	0 1 9	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
7	0 2 1	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
8	0 2 4	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
9	0 2 7	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
10	0 3 0	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
11	0 3 3	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
12	0 3 6	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
13	0 3 9	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
14	0 4 0	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
15	0 4 4	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .	. .
16	0 4 7	0 0 3	0 0 6	0 0 9	0 1 0	0 1 3	0 1 6	0 1 9	0 2 0	0 2 3	0 2 6	0 2 9
17	0 4 11	0 0 7	0 0 10	0 1 1	0 1 4	0 1 8	0 1 11	0 2 2	0 2 5	0 2 8	0 2 11	0 3 2
18	0 5 2	0 0 10	0 1 2	0 1 5	0 1 9	0 2 0	0 2 3	0 2 6	0 2 9	0 3 0	0 3 3	0 3 6
19	0 5 6	0 1 2	0 1 6	0 1 9	0 2 0	0 2 3	0 2 6	0 2 9	0 3 0	0 3 3	0 3 6	0 3 9
20	0 5 9	0 1 5	0 1 9	0 2 0	0 2 3	0 2 6	0 2 9	0 3 0	0 3 3	0 3 6	0 3 9	0 4 0
25	0 7 2	0 2 0	0 2 4	0 2 7	0 2 11	0 3 2	0 3 5	0 3 8	0 4 0	0 4 3	0 4 6	0 4 9
30	0 8 8	0 2 11	0 3 3	0 3 7	0 4 0	0 4 4	0 4 7	0 4 11	0 5 2	0 5 5	0 5 9	0 6 0
35	0 10 1	0 3 6	0 4 0	0 4 4	0 4 7	0 4 11	0 5 2	0 5 6	0 5 9	0 6 1	0 6 4	0 6 7
40	0 11 6	0 4 1	0 4 5	0 4 8	0 5 0	0 5 3	0 5 7	0 6 0	0 6 3	0 6 6	0 6 10	0 7 1
45	1 0 11	0 4 8	0 5 0	0 5 3	0 5 7	0 6 0	0 6 3	0 6 6	0 6 10	0 7 1	0 7 4	0 7 7
50	1 2 0	0 5 3	0 5 7	0 6 0	0 6 3	0 6 6	0 6 10	0 7 1	0 7 4	0 7 7	0 7 11	0 8 2
55	1 3 5	0 5 10	0 6 2	0 6 5	0 6 9	0 7 0	0 7 3	0 7 6	0 7 9	0 8 0	0 8 3	0 8 6
60	1 4 11	0 6 5	0 6 9	0 7 0	0 7 3	0 7 6	0 7 9	0 8 0	0 8 3	0 8 6	0 8 9	0 9 0
65	1 6 2	0 6 12	0 7 4	0 7 7	0 7 11	0 8 2	0 8 5	0 8 8	0 8 11	0 9 2	0 9 5	0 9 8
70	1 7 6	0 7 7	0 7 11	0 8 2	0 8 5	0 8 8	0 8 11	0 9 2	0 9 5	0 9 8	0 10 1	0 10 4
75	1 8 9	0 8 2	0 8 6	0 8 9	0 9 0	0 9 3	0 9 6	0 9 9	0 10 0	0 10 3	0 10 6	0 10 9
80	1 10 0	0 8 9	0 9 1	0 9 4	0 9 7	0 9 10	0 10 1	0 10 4	0 10 7	0 10 10	0 11 1	0 11 4
85	1 11 4	0 9 4	0 9 8	0 9 11	0 10 2	0 10 5	0 10 8	0 10 11	0 11 2	0 11 5	0 11 8	0 11 11
90	2 0 7	0 9 11	0 10 3	0 10 6	0 10 9	0 11 0	0 11 3	0 11 6	0 11 9	0 12 0	1 0 3	1 0 6
95	2 1 11	0 10 6	0 10 10	0 11 1	0 11 4	0 11 7	0 11 10	1 0 1	1 0 4	1 0 7	1 0 10	1 1 1
100	2 3 2	0 11 1	0 11 5	0 11 8	1 0 0	1 0 3	1 0 6	1 0 9	1 0 12	1 1 3	1 1 6	1 1 9

Explanation.—The gross value of the annual produce of trees, which produce less than fourteen nuts, is not greater than the cost of maintenance including assessment, viz., As. 3-9. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than fourteen nuts.

SCHEDULE IV, TABLE II—*cont.*

(2.)—Showing the Compensation to be awarded for Cocoanut trees having an estimated future fruitful life of from 1 to 50 years and an estimated future fruit-bearing capacity of from 1 to 100 nuts per annum, the commutation price being Rs. 18 for a thousand nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing Rs. 2-12-0, and the annual cost of maintaining the tree, inclusive of assessment, As. 3-9—*cont.*

Annual produce in nuts.	Price of nuts at Rs. 18 per 1,000.	Net value of the annual produce after deducting As. 3-9, being the cost of maintaining the tree for one year.	12 years.	14 years.	16 years.	18 years.	20 years.	25 years.	30 years.	35 years.	40 years.	45 years.	50 years.
			14	15	16	17	18	19	20	21	22	23	24
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1 ..	0 0 3	..											
2 ..	0 0 7	..											
3 ..	0 0 10	..											
4 ..	0 1 2	..											
5 ..	0 1 5	..											
6 ..	0 1 9	..											
7 ..	0 2 0	..											
8 ..	0 2 4	..											
9 ..	0 2 7	..											
10 ..	0 2 11	..											
11 ..	0 3 2	..											
12 ..	0 3 5	..											
13 ..	0 3 9	..											
14 ..	0 4 0	0 0 3	0 2 1	0 2 4	0 2 6	0 2 8	0 2 10	0 3 2	0 3 5	0 3 7	0 3 9	0 3 10	0 3 11
15 ..	0 4 4	0 0 7	0 4 10	0 5 5	0 5 11	0 6 4	0 6 8	0 7 6	0 8 1	0 8 5	0 8 9	0 9 0	0 9 3
16 ..	0 4 7	0 0 10	0 7 0	0 7 9	0 8 5	0 9 0	0 9 7	0 10 8	0 11 6	0 12 1	0 12 6	0 12 11	0 13 2
17 ..	0 4 11	0 1 2	0 9 10	0 10 11	0 11 9	0 12 8	0 13 5	0 14 11	1 0 1	1 0 11	1 1 7	1 2 0	1 2 5
18 ..	0 5 2	0 1 5	0 11 11	0 13 2	0 14 4	0 15 4	1 0 3	1 2 1	1 3 6	1 4 6	1 5 4	1 5 10	1 6 4
19 ..	0 5 6	0 1 9	0 14 8	1 0 4	1 1 6	1 2 11	1 4 1	1 6 4	1 8 1	1 9 4	1 10 4	1 11 0	1 11 7
20 ..	0 5 9	0 2 0	1 0 9	1 2 7	1 4 3	1 5 8	1 6 11	1 9 7	1 11 6	1 13 0	1 14 1	1 14 11	1 15 6
25 ..	0 7 2	0 3 5	1 12 8	1 15 9	2 2 7	2 5 0	2 7 2	2 11 8	2 14 4	3 0 2	3 1 7	3 2 7	3 3 5
30 ..	0 8 8	0 4 11	2 9 2	2 13 3	3 2 7	3 5 0	3 7 4	3 13 10	4 0 5	4 2 5	4 3 5	4 4 9	4 5 2
35 ..	0 10 1	0 6 4	3 2 11	3 7 2	3 11 0	3 14 5	4 1 6	4 7 8	4 12 5	4 15 11	5 2 5	5 4 5	5 5 11
40 ..	0 11 6	0 7 9	3 11 8	4 1 1	4 5 9	4 9 11	4 13 8	5 5 4	5 11 0	6 2 5	6 3 5	6 4 10	6 6 8
45 ..	0 13 0	0 9 3	4 5 2	4 11 6	5 1 1	5 6 1	5 10 7	6 3 8	6 10 6	6 15 7	7 3 5	7 6 2	7 8 4
50 ..	0 14 5	0 10 8	4 14 1	5 5 5	5 11 11	6 1 8	6 6 9	7 1 4	7 9 2	7 15 0	8 3 5	8 6 8	8 9 2
55 ..	0 15 10	0 12 1	5 6 11	5 15 2	6 6 7	6 13 2	7 1 11	7 14 11	8 7 9	8 14 5	9 3 5	9 7 1	9 9 11
60 ..	1 1 3	0 13 6	5 15 11	6 9 2	7 1 5	7 8 8	7 15 2	8 12 5	9 6 5	9 13 10	10 3 4	10 7 6	10 10 8
65 ..	1 2 9	0 15 0	6 9 4	7 3 7	7 12 8	8 4 10	8 12 1	9 10 10	10 5 11	10 14 2	11 4 3	11 8 11	11 12 4
70 ..	1 4 2	1 0 5	7 2 3	7 13 5	8 7 5	9 0 4	9 8 2	10 8 5	11 4 6	11 13 6	12 4 3	12 9 4	12 13 1
75 ..	1 5 7	1 1 10	7 11 2	8 7 5	9 2 2	9 11 10	10 4 5	11 5 11	12 3 2	12 13 0	13 4 3	13 9 9	13 13 10
80 ..	1 7 0	1 3 3	8 4 1	9 1 3	9 12 11	10 7 4	11 0 7	12 3 6	13 1 9	13 12 4	14 4 3	14 10 2	14 14 6
85 ..	1 8 6	1 4 9	8 13 5	9 11 8	10 8 3	11 3 6	11 13 6	13 1 11	13 15 6	14 12 8	15 5 2	15 11 7	16 0 4
90 ..	1 9 11	1 6 2	9 6 5	10 5 7	11 3 0	11 15 1	12 9 8	13 15 6	14 15 11	15 12 1	16 5 2	16 12 0	17 1 1
95 ..	1 11 4	1 7 7	9 15 3	10 15 5	11 13 9	12 10 7	13 5 10	14 13 2	15 14 6	16 11 5	17 5 2	17 12 5	18 1 10
100 ..	1 12 10	1 9 1	10 8 8	11 9 11	12 9 1	13 6 8	14 2 9	15 11 6	16 14 0	17 11 9	18 6 1	18 13 9	19 3 6

Explanation.—The gross value of the annual produce of trees, which produce less than fourteen nuts, is not greater than the cost of maintenance including assessment, viz., As. 3-9. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than fourteen nuts.

SCHEDULE IV, TABLE III.

(1.)—Showing the compensation to be awarded for Arecanut trees having an estimated future fruitful life of from 1 to 35 years and an estimated future fruit-bearing capacity of from 1 to 400 nuts per annum, the commutation price being As. 2-6 for a hundred nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing As. 2-6 and the annual cost of maintaining the tree, inclusive of assessment, pies 6.

Annual produce in nuts.	Price of nuts at As. 2-6 per 100.	Net value of the annual produce after deducting pies 6, being the cost of maintaining the tree for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.	12 years.	14 years.	16 years.	18 years.	20 years.	25 years.	30 years.	35 years.
	Rs. A. P.	Rs. A. P.																		
1 to 20	0 0 $\frac{3}{16}$ to 0 0 6	*Nil.*	*Explanation.*—The gross value of the annual produce of trees, which produce less than 25 nuts, is not greater than the cost of maintenance including assessment, viz., pies 6. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than 25 nuts.																	
24 ..	0 0 7	0 0 1	0 0 1	0 0 2	0 0 3	0 0 3	0 0 4	0 0 5	0 0 6	0 0 6	0 0 7	0 0 7	0 0 8	0 0 9	0 0 10	0 0 11	0 0 11	0 1 1	0 1 2	0 1 2
30 ..	0 0 9	0 0 3	0 0 3	0 0 6	0 0 8	0 0 10	0 1 1	0 1 3	0 1 5	0 1 7	0 1 8	0 1 10	0 2 1	0 2 4	0 2 6	0 2 8	0 2 9	0 3 0	0 3 2	0 3 4
40 ..	0 1 0	0 0 6	0 0 6	0 0 11	0 1 4	0 1 9	0 2 1	0 2 6	0 2 11	0 3 2	0 3 5	0 3 9	0 4 2	0 4 8	0 5 1	0 5 5	0 5 10	0 6 1	0 6 4	0 6 8
50 ..	0 1 3	0 0 9	0 0 9	0 1 5	0 2 0	0 2 7	0 3 0	0 3 5	0 3 9	0 4 2	0 4 5	0 4 9	0 5 4	0 5 11	0 6 4	0 6 8	0 7 1	0 7 10	0 8 5	0 8 9
60 ..	0 1 6	0 1 0	0 0 11	0 1 10	0 2 8	0 3 3	0 3 10	0 4 4	0 4 10	0 5 4	0 5 9	0 6 2	0 6 11	0 7 8	0 8 4	0 9 0	0 9 9	0 10 9	0 11 7	0 12 4
70 ..	0 1 9	0 1 3	0 1 2	0 2 4	0 3 2	0 3 11	0 4 8	0 5 3	0 5 11	0 6 6	0 7 3	0 8 1	0 8 11	0 9 7	0 10 3	0 11 0	0 11 8	1 0 4	1 1 2	1 1 11
80 ..	0 2 0	0 1 6	0 1 5	0 2 8	0 3 8	0 4 7	0 5 5	0 6 2	0 7 0	0 7 9	0 8 7	0 9 4	0 10 2	0 11 0	0 11 11	1 0 9	1 1 7	1 2 5	1 3 3	1 4 1
90 ..	0 2 3	0 1 9	0 1 8	0 3 1	0 4 2	0 5 2	0 6 2	0 7 2	0 8 2	0 9 2	0 10 2	0 11 2	1 0 1	1 1 1	1 2 1	1 3 1	1 4 1	1 5 1	1 6 1	1 7 1
100 ..	0 2 6	0 2 0	0 2 0	0 3 3	0 4 4	0 5 5	0 6 6	0 7 7	0 8 8	0 9 9	0 10 10	0 11 11	1 0 11	1 2 0	1 3 0	1 4 0	1 5 0	1 6 0	1 7 0	1 8 0
110 ..	0 2 9	0 2 3	0 2 3	0 3 5	0 4 8	0 5 10	0 7 1	0 8 4	0 9 7	0 10 10	0 12 1	1 0 4	1 1 7	1 2 10	1 4 1	1 5 4	1 6 7	1 7 10	1 9 1	1 10 4
120 ..	0 3 0	0 2 6	0 2 6	0 3 8	0 4 11	0 6 2	0 7 5	0 8 8	0 10 0	0 11 3	1 0 6	1 1 9	1 2 11	1 4 2	1 5 5	1 6 8	1 8 0	1 9 3	1 10 6	1 11 9
130 ..	0 3 3	0 2 9	0 2 9	0 4 1	0 5 3	0 6 6	0 7 10	0 9 1	0 10 4	0 11 7	1 0 10	1 2 1	1 3 4	1 4 7	1 5 10	1 7 1	1 8 4	1 9 7	1 10 11	1 12 2
140 ..	0 3 6	0 3 0	0 2 9	0 4 5	0 5 8	0 7 2	0 8 6	0 9 11	0 11 3	1 0 8	1 1 11	1 3 2	1 4 5	1 5 8	1 6 11	1 8 2	1 9 5	1 10 8	1 12 0	1 13 3
150 ..	0 3 9	0 3 3	0 3 3	0 4 9	0 6 2	0 7 7	0 9 0	0 10 5	0 11 10	1 1 3	1 2 8	1 4 1	1 5 6	1 6 11	1 8 4	1 9 9	1 11 2	1 12 7	1 13 11	1 15 4
160 ..	0 4 0	0 3 6	0 3 6	0 5 2	0 6 8	0 8 2	0 9 8	0 11 3	1 0 9	1 2 4	1 3 10	1 5 3	1 6 9	1 8 2	1 9 8	1 11 3	1 12 9	1 14 4	1 15 10	2 1 5
170 ..	0 4 3	0 3 9	0 3 9	0 5 5	0 7 2	0 8 8	0 10 4	0 11 11	1 1 6	1 3 1	1 4 8	1 6 3	1 7 10	1 9 5	1 11 0	1 12 8	1 14 3	1 15 10	2 1 5	2 3 0
180 ..	0 4 6	0 4 0	0 4 0	0 5 10	0 7 8	0 9 4	0 11 0	0 12 8	1 0 3	1 1 10	1 3 5	1 4 11	1 6 6	1 8 1	1 9 8	1 11 3	1 12 10	2 0 5	2 2 0	2 3 7
190 ..	0 4 9	0 4 3	0 4 3	0 6 2	0 7 11	0 9 7	0 11 4	1 0 1	1 1 9	1 3 6	1 4 11	1 6 4	1 7 9	1 9 2	1 10 7	1 12 1	1 13 6	1 15 0	2 0 11	2 2 4
200 ..	0 5 0	0 4 6	0 4 6	0 6 6	0 8 2	0 9 11	0 11 8	1 0 5	1 2 2	1 3 11	1 5 8	1 7 5	1 8 11	1 10 8	1 12 5	1 13 11	1 15 8	2 1 5	2 3 2	2 4 11
220 ..	0 5 6	0 5 0	0 4 9	0 6 10	0 8 7	0 10 4	0 12 1	1 0 10	1 2 7	1 4 4	1 6 1	1 7 10	1 9 7	1 11 4	1 13 1	1 14 10	2 0 7	2 2 4	2 4 1	2 5 10
240 ..	0 6 0	0 5 6	0 5 6	0 7 6	0 9 3	0 10 11	0 12 8	1 0 5	1 2 3	1 4 1	1 5 10	1 7 7	1 9 5	1 11 4	1 13 2	1 14 11	2 0 9	2 2 7	2 4 5	2 6 4
260 ..	0 6 6	0 6 0	0 6 0	0 7 11	0 9 8	0 11 5	1 0 2	1 1 11	1 3 8	1 5 5	1 7 2	1 8 11	1 10 8	1 12 5	1 14 2	1 15 11	2 1 8	2 3 6	2 5 4	2 7 3
280 ..	0 7 0	0 6 6	0 6 6	0 8 4	0 10 1	0 11 10	1 1 7	1 3 4	1 5 1	1 6 10	1 8 7	1 10 4	1 12 1	1 13 10	1 15 7	2 1 4	2 3 2	2 5 1	2 6 11	2 8 8
300 ..	0 7 6	0 7 0	0 7 0	0 8 11	0 10 7	0 12 4	1 1 10	1 3 7	1 5 4	1 7 1	1 8 10	1 10 7	1 12 4	1 14 1	1 15 10	2 1 7	2 3 5	2 5 4	2 7 2	2 9 1
320 ..	0 8 0	0 7 6	0 7 6	0 9 5	0 11 2	1 0 11	1 2 8	1 4 5	1 6 2	1 7 11	1 9 8	1 11 5	1 13 2	1 14 11	2 0 8	2 2 6	2 4 3	2 6 2	2 8 0	2 9 11
340 ..	0 8 6	0 8 0	0 8 0	0 9 11	0 11 8	1 1 5	1 3 2	1 4 11	1 6 8	1 8 5	1 10 2	1 11 11	1 13 8	1 15 5	2 1 2	2 2 11	2 4 8	2 6 5	2 8 3	2 10 0
360 ..	0 9 0	0 8 6	0 8 6	0 10 4	0 12 1	1 1 11	1 3 8	1 5 5	1 7 2	1 8 11	1 10 8	1 12 5	1 14 2	1 15 11	2 1 8	2 3 5	2 5 2	2 7 0	2 8 9	2 10 6
380 ..	0 9 6	0 9 0	0 9 0	0 10 11	0 12 8	1 2 5	1 4 2	1 5 11	1 7 8	1 9 5	1 11 2	1 12 11	1 14 8	1 16 5	2 2 2	2 3 11	2 5 8	2 7 5	2 9 3	2 11 0
400 ..	0 10 0	0 9 6	0 9 6	0 11 5	1 0 2	1 2 8	1 4 5	1 6 2	1 7 11	1 9 8	1 11 5	1 13 2	1 14 11	2 0 8	2 2 5	2 4 2	2 6 0	2 7 10	2 9 8	2 11 5

SCHEDULE IV, TABLE III.

(2.)—Showing the Compensation to be awarded for Areca nut trees having an estimated future fruitful life of from 1 to 35 years and an estimated future fruit-bearing capacity of from 1 to 400 nuts per annum, the commutation price being As. 2 for a hundred nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing As. 2–6, and the annual cost of maintaining the tree, inclusive of assessment, pies 6.

Annual produce in nuts.	Price of nuts at As. 2 per 100.	Net value of the annual produce after deducting pies 6, being the cost of maintaining the tree for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.	12 years.	14 years.	16 years.	18 years.	20 years.	25 years.	30 years.	35 years.
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1 to 25	0 0 2½ to 0 0 6	*Nil.*	*Explanation.*—The gross value of the annual produce of trees, which produce less than 26 nuts, is not greater than the cost of maintenance including assessment, viz., pies 6. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than 26 nuts.																	
30	0 0 7	0 0 1	0 0 1	0 0 2	0 0 3	0 0 4	0 0 5	0 0 6	0 0 7	0 0 8	0 0 9	0 0 10	0 0 11	0 1 0	0 1 2	0 1 4	0 1 6	0 1 8	0 2 0	0 2 6	0 3 0
40	0 0 13	0 0 2	0 0 4	0 0 7	0 0 11	0 1 2	0 1 6	0 1 11	0 2 3	0 2 7	0 2 11	0 3 3	0 3 11	0 4 8	0 5 4	0 6 0	0 6 8	0 7 4	0 8 0	0 9 8	0 11 4
50	0 1 0	0 0 3	0 0 6	0 0 11	0 1 4	0 1 10	0 2 5	0 3 0	0 3 8	0 4 3	0 4 11	0 5 6	0 6 2	0 7 4	0 8 6	0 9 8	0 10 10	0 12 0	0 13 2	0 15 8	0 18 2
60	0 1 2	0 0 4	0 0 8	0 1 1	0 1 8	0 2 3	0 2 11	0 3 8	0 4 5	0 5 1	0 5 10	0 6 8	0 7 6	0 9 2	0 10 8	0 12 2	0 13 8	0 15 4	0 16 10	0 19 8	1 0 6
70	0 1 5	0 0 5	0 0 11	0 1 6	0 2 2	0 2 11	0 3 8	0 4 5	0 5 2	0 6 0	0 6 10	0 7 8	0 8 6	0 10 2	0 11 10	0 13 6	0 15 2	0 16 10	0 18 6	0 21 4	1 2 10
80	0 1 7	0 1 1	0 1 10	0 2 5	0 3 1	0 3 10	0 4 7	0 5 4	0 6 1	0 6 11	0 7 9	0 8 7	0 9 5	0 11 0	0 12 8	0 14 4	0 16 0	0 17 8	0 19 4	0 22 2	1 5 2
90	0 1 10	0 1 4	0 1 13	0 2 8	0 3 5	0 4 2	0 5 0	0 5 9	0 6 7	0 7 5	0 8 3	0 9 1	0 9 11	0 11 6	0 13 2	0 14 10	0 16 6	0 18 2	0 19 10	0 22 8	1 7 6
100	0 2 0	0 1 6	0 1 15	0 2 11	0 3 8	0 4 5	0 5 3	0 6 2	0 7 0	0 7 10	0 8 8	0 9 6	0 10 4	0 12 0	0 13 8	0 15 4	0 17 0	0 18 8	0 20 4	0 23 2	1 10 0
110	0 2 2	0 1 8	0 2 1	0 2 14	0 3 11	0 4 8	0 5 6	0 6 5	0 7 3	0 8 1	0 8 11	0 9 9	0 10 7	0 12 3	0 14 0	0 15 6	0 17 2	0 18 11	0 20 7	0 23 5	1 12 3
120	0 2 5	0 1 11	0 2 4	0 3 1	0 3 14	0 4 11	0 5 9	0 6 8	0 7 6	0 8 4	0 9 2	0 10 0	0 10 14	0 12 10	0 14 6	0 16 2	0 17 11	0 19 7	0 21 3	0 24 1	1 14 9
130	0 2 7	0 2 1	0 2 14	0 3 4	0 3 14	0 5 0	0 5 12	0 6 11	0 7 9	0 8 7	0 9 5	0 10 3	0 11 1	0 12 13	0 14 9	0 16 5	0 18 1	0 19 10	0 21 6	0 24 4	1 17 3
140	0 2 10	0 2 4	0 2 15	0 3 6	0 4 1	0 5 3	0 6 1	0 6 14	0 7 12	0 8 10	0 9 8	0 10 6	0 11 4	0 13 0	0 14 12	0 16 8	0 18 4	0 20 0	0 21 8	0 24 6	1 19 9
150	0 3 0	0 2 6	0 2 15	0 3 7	0 4 3	0 5 2	0 6 2	0 7 1	0 7 13	0 8 11	0 9 9	0 10 7	0 11 5	0 13 1	0 14 13	0 16 9	0 18 5	0 20 1	0 21 9	0 24 7	1 20 12
160	0 3 2	0 2 8	0 2 15	0 3 8	0 4 4	0 5 3	0 6 3	0 7 2	0 8 0	0 8 14	0 9 12	0 10 10	0 11 8	0 13 4	0 15 0	0 16 10	0 18 6	0 20 2	0 21 10	0 24 8	1 22 3
170	0 3 5	0 2 11	0 3 2	0 3 11	0 4 7	0 5 6	0 6 5	0 7 4	0 8 2	0 9 0	0 9 14	0 10 12	0 11 10	0 13 6	0 15 2	0 16 14	0 18 10	0 20 6	0 22 2	0 25 0	1 23 6
180	0 3 7	0 3 1	0 3 4	0 3 14	0 4 10	0 5 9	0 6 8	0 7 7	0 8 5	0 9 3	0 10 1	0 10 15	0 12 13	0 14 9	0 16 5	0 18 1	0 19 13	0 21 9	0 23 5	0 26 3	2 0 0
190	0 3 10	0 3 4	0 3 7	0 4 1	0 4 13	0 5 12	0 6 11	0 7 10	0 8 8	0 9 6	0 10 4	0 11 2	0 12 0	0 13 12	0 15 8	0 17 4	0 19 0	0 20 12	0 22 8	0 25 6	2 0 12
200	0 4 0	0 3 6	0 3 11	0 4 4	0 4 15	0 5 14	0 6 13	0 7 12	0 8 10	0 9 8	0 10 6	0 11 4	0 12 2	0 14 0	0 15 14	0 17 10	0 19 6	0 21 2	0 22 14	0 25 12	2 1 6
210	0 4 5	0 3 11	0 4 4	0 4 10	0 5 5	0 6 4	0 7 3	0 8 2	0 9 0	0 9 14	0 10 12	0 11 10	0 12 8	0 14 4	0 16 0	0 17 12	0 19 8	0 21 4	0 23 0	0 25 14	2 2 0
220	0 4 10	0 4 0	0 4 8	0 4 15	0 5 14	0 6 13	0 7 12	0 8 10	0 9 8	0 10 6	0 11 4	0 12 2	0 13 0	0 14 14	0 16 10	0 18 6	0 20 2	0 21 14	0 23 10	0 26 8	2 2 12
230	0 5 2	0 4 6	0 4 13	0 5 4	0 6 3	0 7 2	0 8 1	0 8 15	0 9 13	0 10 11	0 11 9	0 12 7	0 13 5	0 15 1	0 16 13	0 18 9	0 20 5	0 22 1	0 23 13	0 27 2	2 3 8
240	0 5 7	0 4 11	0 5 2	0 5 9	0 6 8	0 7 7	0 8 6	0 9 5	0 10 3	0 11 1	0 11 15	0 12 13	0 14 11	0 16 7	0 18 3	0 19 15	0 21 11	0 23 7	0 25 3	0 28 1	2 4 4
250	0 6 0	0 5 1	0 5 7	0 5 14	0 6 13	0 7 12	0 8 11	0 9 9	0 10 7	0 11 5	0 12 3	0 13 1	0 14 15	0 16 11	0 18 7	0 20 3	0 21 15	0 23 11	0 25 7	0 28 5	2 5 0
260	0 6 5	0 5 6	0 5 12	0 6 3	0 7 2	0 8 1	0 8 15	0 9 14	0 10 12	0 11 10	0 12 8	0 13 6	0 14 4	0 16 0	0 17 12	0 19 8	0 21 4	0 23 0	0 24 12	0 28 10	2 5 12
270	0 6 10	0 5 11	0 6 4	0 6 13	0 7 12	0 8 11	0 9 9	0 10 8	0 11 6	0 12 4	0 13 2	0 14 0	0 14 14	0 16 10	0 18 6	0 20 2	0 21 14	0 23 10	0 25 6	0 29 4	2 6 8
280	0 7 2	0 6 4	0 6 8	0 6 15	0 8 1	0 8 15	0 9 14	0 10 12	0 11 10	0 12 8	0 13 6	0 14 4	0 15 2	0 17 0	0 18 12	0 20 8	0 22 4	0 24 0	0 25 12	0 29 10	2 7 4
290	0 7 7	0 6 9	0 7 0	0 7 8	0 8 7	0 9 6	0 10 5	0 11 3	0 12 1	0 12 15	0 13 13	0 14 11	0 15 9	0 17 5	0 19 1	0 20 13	0 22 9	0 24 5	0 26 1	0 29 15	2 8 0
300	0 8 0	0 7 0	0 7 4	0 8 0	0 8 13	0 9 12	0 10 11	0 11 9	0 12 7	0 13 5	0 14 3	0 15 1	0 15 13	0 17 9	0 19 5	0 21 1	0 22 13	0 24 9	0 26 5	0 30 3	2 8 8
320	0 8 8	0 7 8	0 8 0	0 8 9	0 9 6	0 10 5	0 11 3	0 12 2	0 13 0	0 13 14	0 14 12	0 15 10	0 16 8	0 18 4	0 20 0	0 21 12	0 23 8	0 25 4	0 27 0	0 30 14	2 9 12
340	0 9 5	0 8 4	0 8 12	0 9 2	0 9 15	0 10 14	0 11 12	0 12 11	0 13 9	0 14 7	0 15 5	0 16 3	0 17 1	0 18 13	0 20 9	0 22 5	0 24 1	0 25 13	0 27 9	0 31 7	2 11 1
360	0 10 2	0 9 0	0 9 8	0 9 15	0 10 14	0 11 13	0 12 12	0 13 10	0 14 8	0 15 6	0 16 4	0 17 2	0 18 0	0 18 14	0 20 10	0 22 6	0 24 2	0 25 14	0 27 10	0 31 8	2 12 2
380	0 10 11	0 9 8	0 9 15	0 10 5	0 11 4	0 12 3	0 13 2	0 14 0	0 14 14	0 15 12	0 16 10	0 17 8	0 18 6	0 19 4	0 21 0	0 22 8	0 24 4	0 26 0	0 27 12	0 31 10	2 13 4
400	0 11 4	0 9 15	0 10 5	0 10 14	0 11 13	0 12 12	0 13 11	0 14 9	0 15 7	0 16 5	0 17 3	0 18 1	0 18 15	0 20 11	0 22 7	0 24 3	0 25 15	0 27 11	0 29 7	0 33 5	2 14 9

SCHEDULE IV, TABLE III.

(3.)—Showing the Compensation to be awarded for Areca nut trees having an estimated future fruitful life of from 1 to 35 years and an estimated future fruit-bearing capacity of from 1 to 400 nuts per annum, the commutation price being As. 2–6 for a hundred nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing (with artificial irrigation) As. 12, and the annual cost of maintaining the tree, inclusive of assessment, An. 1 pies 7.

Annual produce in nuts.	Price of nuts at As. 2–6 per 100.	Net value of the annual produce after deducting An. 1 pies 7, being the cost of maintaining the tree for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.	12 years.	14 years.	16 years.	18 years.	20 years.	25 years.	30 years.	35 years.
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1 to 60	0 0 2½ to 0 1 6	*Nil.*	*Explanation.*—The gross value of the annual produce of trees, which produce less than 64 nuts, is less than the cost of maintenance including assessment, viz., An. 1 pies 7. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than 64 nuts.																	
70	0 1 9	0 0 2	0 0 4	0 0 5	0 0 7	0 0 8	0 0 10	0 0 11	0 1 1	0 1 2	0 1 4	0 1 5	0 1 7	0 1 8	0 1 10	0 1 11	0 2 1	0 2 4	0 2 7	0 3 0	0 3 6
80	0 2 0	0 0 5	0 0 8	0 0 11	0 1 2	0 1 5	0 1 8	0 1 11	0 2 2	0 2 5	0 2 8	0 2 11	0 3 2	0 3 5	0 3 11	0 4 2	0 4 5	0 4 11	0 5 4	0 5 10	0 6 8
90	0 2 3	0 0 6	0 0 11	0 1 3	0 1 8	0 2 1	0 2 6	0 2 11	0 3 4	0 3 9	0 4 2	0 4 7	0 5 0	0 5 5	0 6 0	0 6 5	0 6 10	0 7 3	0 7 8	0 8 6	0 9 8
100	0 2 6	0 0 8	0 1 1	0 1 6	0 2 0	0 2 5	0 2 11	0 3 4	0 3 9	0 4 3	0 4 8	0 5 1	0 5 6	0 6 0	0 6 5	0 6 10	0 7 3	0 7 8	0 8 4	0 9 2	0 10 4
110	0 2 9	0 0 11	0 1 3	0 1 8	0 2 2	0 2 7	0 3 0	0 3 5	0 3 10	0 4 4	0 4 9	0 5 2	0 5 7	0 6 1	0 6 6	0 7 0	0 7 5	0 7 10	0 8 4	0 9 2	0 10 4
120	0 3 0	0 1 0	0 1 5	0 1 10	0 2 4	0 2 9	0 3 2	0 3 7	0 4 0	0 4 5	0 4 10	0 5 3	0 5 8	0 6 2	0 6 7	0 7 1	0 7 6	0 7 11	0 8 5	0 9 3	0 10 5
130	0 3 3	0 1 2	0 1 7	0 1 12	0 2 6	0 2 11	0 3 4	0 3 9	0 4 2	0 4 7	0 5 0	0 5 5	0 5 10	0 6 4	0 6 9	0 7 3	0 7 8	0 8 1	0 8 6	0 9 4	0 10 6
140	0 3 6	0 1 4	0 1 9	0 1 14	0 2 8	0 3 1	0 3 6	0 3 11	0 4 4	0 4 9	0 5 2	0 5 7	0 6 0	0 6 5	0 6 10	0 7 3	0 7 8	0 8 2	0 8 7	0 9 5	0 10 7
150	0 3 9	0 1 6	0 1 11	0 2 1	0 2 10	0 3 3	0 3 8	0 4 1	0 4 6	0 4 11	0 5 4	0 5 9	0 6 2	0 6 7	0 7 0	0 7 5	0 7 10	0 8 3	0 8 8	0 9 6	0 10 8
160	0 4 0	0 1 8	0 2 1	0 2 6	0 2 11	0 3 4	0 3 9	0 4 2	0 4 7	0 5 0	0 5 5	0 5 10	0 6 3	0 6 8	0 7 1	0 7 6	0 7 11	0 8 4	0 8 9	0 9 7	0 10 9
170	0 4 3	0 1 9	0 2 2	0 2 7	0 3 0	0 3 5	0 3 10	0 4 3	0 4 8	0 5 1	0 5 6	0 5 11	0 6 4	0 6 9	0 7 2	0 7 7	0 8 0	0 8 5	0 8 10	0 9 8	0 10 10
180	0 4 6	0 2 0	0 2 3	0 2 8	0 3 1	0 3 6	0 3 11	0 4 4	0 4 9	0 5 2	0 5 7	0 6 0	0 6 5	0 6 10	0 7 3	0 7 8	0 8 1	0 8 6	0 8 11	0 9 9	0 10 11
190	0 4 9	0 2 2	0 2 5	0 2 10	0 3 3	0 3 8	0 4 1	0 4 6	0 4 11	0 5 4	0 5 9	0 6 2	0 6 7	0 7 0	0 7 5	0 7 10	0 8 3	0 8 8	0 9 1	0 9 11	0 11 1
200	0 5 0	0 2 3	0 2 8	0 3 0	0 3 5	0 3 10	0 4 3	0 4 8	0 5 1	0 5 6	0 5 11	0 6 4	0 6 9	0 7 2	0 7 7	0 8 0	0 8 5	0 8 10	0 9 3	0 10 1	0 11 3
220	0 5 6	0 2 8	0 3 1	0 3 6	0 3 11	0 4 4	0 4 9	0 5 2	0 5 7	0 6 0	0 6 5	0 6 10	0 7 3	0 7 8	0 8 1	0 8 6	0 8 11	0 9 4	0 9 9	0 10 7	0 11 9
240	0 6 0	0 3 0	0 3 5	0 3 10	0 4 3	0 4 8	0 5 1	0 5 6	0 5 11	0 6 4	0 6 9	0 7 2	0 7 7	0 8 0	0 8 5	0 8 10	0 9 3	0 9 8	0 10 1	0 10 11	0 12 1
260	0 6 6	0 3 3	0 3 8	0 4 1	0 4 6	0 4 11	0 5 4	0 5 9	0 6 2	0 6 7	0 7 0	0 7 5	0 7 10	0 8 3	0 8 8	0 9 1	0 9 6	0 9 11	0 10 4	0 11 0	0 12 4
280	0 7 0	0 3 5	0 3 10	0 4 3	0 4 8	0 5 1	0 5 6	0 5 11	0 6 4	0 6 9	0 7 2	0 7 7	0 8 0	0 8 5	0 8 10	0 9 3	0 9 8	0 10 1	0 10 6	0 11 4	0 12 8
300	0 7 6	0 3 8	0 4 1	0 4 6	0 4 11	0 5 4	0 5 9	0 6 2	0 6 7	0 7 0	0 7 5	0 7 10	0 8 3	0 8 8	0 9 1	0 9 6	0 9 11	0 10 4	0 10 9	0 11 7	0 13 0
320	0 8 0	0 4 0	0 4 3	0 4 8	0 5 1	0 5 6	0 5 11	0 6 4	0 6 9	0 7 2	0 7 7	0 8 0	0 8 5	0 8 10	0 9 3	0 9 8	0 10 1	0 10 6	0 11 0	0 11 10	0 13 4
340	0 8 6	0 4 3	0 4 8	0 5 1	0 5 6	0 5 11	0 6 4	0 6 9	0 7 2	0 7 7	0 8 0	0 8 5	0 8 10	0 9 3	0 9 8	0 10 1	0 10 6	0 10 11	0 11 4	0 12 2	0 13 8
360	0 9 0	0 4 6	0 4 11	0 5 4	0 5 9	0 6 2	0 6 7	0 7 0	0 7 5	0 7 10	0 8 3	0 8 8	0 9 1	0 9 6	0 9 11	0 10 4	0 10 9	0 11 2	0 11 7	0 12 5	0 14 0
380	0 9 6	0 4 9	0 5 2	0 5 7	0 6 0	0 6 5	0 6 10	0 7 3	0 7 8	0 8 1	0 8 6	0 8 11	0 9 4	0 9 9	0 10 2	0 10 7	0 11 0	0 11 5	0 11 10	0 12 8	0 14 3
400	0 10 0	0 5 0	0 5 5	0 5 10	0 6 3	0 6 8	0 7 1	0 7 6	0 7 11	0 8 4	0 8 9	0 9 2	0 9 7	0 10 0	0 10 5	0 10 10	0 11 3	0 11 8	0 12 1	0 12 11	0 14 6

SCHEDULE IV, TABLE III.

(4.)—Showing the Compensation to be awarded for Arecanut trees having an estimated future fruitful life of from 1 to 35 years and an estimated future fruit-bearing capacity of from 1 to 400 nuts per annum, the commutation price being As. 2 for a hundred nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing (with artificial irrigation) As. 12 and the annual cost of maintaining the tree, inclusive of assessment, An. 1 pies 7.

Annual produce in nuts.	Price of nuts at As. 2 per 100.	Net value of the annual produce after deducting An. 1 pies 7, being the cost of maintaining the tree for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.	12 years.	14 years.	16 years.	18 years.	20 years.	25 years.	30 years.	35 years.
	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.
1 to 80	0 0 $\frac{24}{100}$ to 0 1 7	*Nil.*	*Explanation.*—The gross value of the annual produce of trees, which produce less than 80 nuts, is less than the cost of maintenance including assessment, viz., An. 1 pies 7. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than 80 nuts.																	
90 ..	0 1 10	0 0 3	0 0 3	0 0 6	0 0 8	0 0 10	0 1 1	0 1 3	0 1 5	0 1 7	0 1 8	0 1 10	0 2 1	0 2 4	0 2 6	0 2 8	0 2 10	0 3 2	0 3 5	0 3 7
100 ..	0 2 0	0 0 5	0 0 5	0 0 9	0 1 1	0 1 5	0 1 9	0 2 1	0 2 4	0 2 7	0 2 10	0 3 1	0 3 6	0 3 10	0 4 3	0 4 6	0 4 9	0 5 4	0 5 9	0 6 0
110 ..	0 2 2	0 0 7	0 0 7	0 1 1	0 1 7	0 2 0	0 2 5	0 2 11	0 3 3	0 3 7	0 4 0	0 4 3	0 4 10	0 5 5	0 5 11	0 6 4	0 6 8	0 7 6	0 8 1	0 8 5
120 ..	0 2 5	0 0 10	0 0 10	0 1 6	0 2 3	0 2 11	0 3 6	0 4 2	0 4 7	0 5 2	0 5 8	0 6 1	0 7 0	0 7 9	0 8 5	0 9 0	0 9 7	0 10 8	0 11 6	0 12 1
130 ..	0 2 7	0 1 0	0 0 11	0 1 10	0 2 8	0 3 6	0 4 3	0 4 11	0 5 7	0 6 3	0 6 10	0 7 4	0 8 5	0 9 4	0 10 1	0 10 10	0 11 6	0 12 7	0 13 4	0 13 11
140 ..	0 2 10	0 1 3	0 1 2	0 2 4	0 3 4	0 4 4	0 5 4	0 6 2	0 7 0	0 7 10	0 8 6	0 9 2	0 10 6	0 11 8	0 12 5	0 13 2	0 13 9	0 14 11	0 15 11	1 0 7
150 ..	0 3 0	0 1 5	0 1 4	0 2 7	0 3 9	0 4 11	0 6 0	0 7 0	0 7 11	0 8 10	0 9 8	0 10 5	0 11 11	0 13 9	0 14 6	0 15 2	1 0 7	1 1 8	1 2 5	
160 ..	0 3 2	0 1 7	0 1 6	0 2 11	0 4 3	0 5 6	0 6 8	0 7 10	0 8 10	0 9 10	0 10 10	0 11 7	0 12 11	0 14 1	0 15 0	0 15 11	1 0 8	1 2 2	1 3 5	1 4 2
170 ..	0 3 5	0 1 10	0 1 9	0 3 4	0 4 11	0 6 5	0 7 9	0 9 1	0 10 2	0 11 5	0 12 5	0 13 1	0 14 7	0 15 10	1 0 11	1 1 11	1 2 10	1 4 7	1 5 11	1 6 11
180 ..	0 3 7	0 2 0	0 1 11	0 3 8	0 5 4	0 6 11	0 8 5	0 9 10	0 11 2	0 12 4	0 13 2	0 14 1	0 15 7	1 0 11	1 2 2	1 3 3	1 4 2	1 6 2	1 7 8	1 8 9
190 ..	0 3 10	0 2 3	0 2 2	0 4 2	0 6 0	0 7 9	0 9 6	0 11 1	0 12 5	0 13 6	0 14 5	0 15 5	1 1 2	1 2 8	1 4 1	1 5 3	1 6 4	1 8 7	1 10 2	1 11 5
200 ..	0 4 0	0 2 5	0 2 4	0 4 5	0 6 5	0 8 4	0 10 2	0 11 11	0 13 2	0 14 3	0 15 4	1 0 5	1 2 2	1 3 10	1 5 5	1 6 8	1 7 9	1 10 2	1 11 11	1 13 3
220 ..	0 4 5	0 2 10	0 2 9	0 5 2	0 7 7	0 9 10	0 11 11	0 13 6	0 14 10	1 0 2	1 1 5	1 2 8	1 4 10	1 6 9	1 8 6	1 10 0	1 11 5	1 14 2	2 0 1	2 1 10
240 ..	0 4 10	0 3 3	0 3 1	0 6 0	0 8 8	0 11 3	0 13 4	0 15 0	1 0 8	1 2 2	1 3 7	1 4 11	1 7 5	1 9 8	1 11 8	1 13 5	1 14 11	2 2 2	2 4 7	2 6 4
260 ..	0 5 2	0 3 7	0 3 5	0 6 7	0 9 7	0 12 4	0 14 4	1 0 3	1 2 0	1 3 8	1 5 4	1 6 9	1 9 6	1 12 0	1 14 2	2 0 2	2 2 1	2 5 5	2 8 1	2 9 11
280 ..	0 5 7	0 4 0	0 3 9	0 7 4	0 10 8	0 13 5	0 15 8	1 1 9	1 3 9	1 5 8	1 7 5	1 9 1	1 12 2	1 14 11	2 1 4	2 3 6	2 5 5	2 9 5	2 12 4	2 14 6
300 ..	0 6 0	0 4 5	0 4 2	0 8 1	0 11 9	0 14 5	1 0 11	1 3 4	1 5 6	1 7 7	1 9 6	1 11 5	1 14 9	2 1 9	2 4 6	2 6 11	2 9 0	2 13 5	3 0 8	3 3 0
320 ..	0 6 5	0 4 10	0 4 7	0 8 10	0 12 8	0 15 7	1 2 3	1 4 11	1 7 2	1 9 6	1 11 8	1 13 8	2 1 5	2 4 8	2 7 8	2 10 3	2 12 8	3 1 5	3 4 11	3 7 7
340 ..	0 6 10	0 5 3	0 5 0	0 9 8	0 13 6	1 0 8	1 3 8	1 6 5	1 9 0	1 11 6	1 13 9	2 0 0	2 4 0	2 7 8	2 10 9	2 13 8	3 0 2	3 5 4	3 9 2	3 12 1
360 ..	0 7 2	0 5 7	0 5 4	0 10 3	0 14 2	1 1 6	1 4 8	1 7 8	1 10 5	1 13 0	1 15 6	2 1 10	2 6 1	2 9 11	2 13 4	3 0 5	3 3 0	3 8 7	3 12 8	3 15 8
380 ..	0 7 7	0 6 0	0 5 7	0 11 0	0 15 0	1 2 7	1 5 11	1 9 2	1 12 2	1 14 11	2 1 8	2 4 2	2 8 9	2 12 10	3 0 6	3 3 9	3 6 8	3 12 6	4 0 11	4 4 3
400 ..	0 8 0	0 6 5	0 6 0	0 11 9	0 15 10	1 3 8	1 7 3	1 10 9	1 13 11	2 0 11	2 3 9	2 6 5	2 11 5	2 15 8	3 3 8	3 7 2	3 10 2	4 0 6	4 5 3	4 8 9

SCHEDULE IV, TABLE IV.

SHOWING the Compensation to be awarded for standards of Pepper vines having an estimated future fruitful life of from 1 to 30 years and an estimated future fruit-bearing capacity of from $\frac{1}{4}$ lb. to 12 lb. weight of dry pepper per annum, the commutation price being As. 2–3 for a lb. weight of dry pepper, the rate of interest 6 per cent. per annum, the cost of bringing each standard into bearing As. 3–6, and the annual cost of maintaining it pies 6.

Annual produce in lb.	Price of the produce at As. 2–3 per lb.	Net value of the annual produce after deducting pies 6, being the cost of maintaining the standard for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.	12 years.	14 years.	16 years.	17 years.	18 years.	19 years.	20 years.
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.	RS. A. P.
$\frac{1}{4}$ ..	0 0 7	0 0 1	0 0 1	0 0 2	0 0 3	0 0 3	0 0 4	0 0 5	0 0 6	0 0 6	0 0 7	0 0 7	0 0 8	0 0 9	0 0 10	0 0 11	0 0 11	0 1 1	0 1 2	
$\frac{1}{2}$ ..	0 1 2	0 0 8	0 0 8	0 1 3	0 1 9	0 2 4	0 2 9	0 3 4	0 3 8	0 4 3	0 4 7	0 5 2	0 5 7	0 6 4	0 6 11	0 7 6	0 8 1	0 8 8	0 9 4	0 9 11
$\frac{3}{4}$ ..	0 1 8	0 1 2	0 1 1	0 2 2	0 3 1	0 3 11	0 4 7	0 5 2	0 5 8	0 6 3	0 6 10	0 7 4	0 8 3	0 9 1	0 9 11	0 10 5	0 11 0	0 11 8	0 12 4	0 13 1
1 ..	0 2 3	0 1 9	0 1 8	0 3 3	0 4 5	0 5 5	0 6 5	0 7 5	0 8 2	0 9 1	0 9 10	0 10 6	0 11 11	0 13 2	0 14 2	0 15 1	0 15 11	1 0 8	1 1 5	1 2 2
$1\frac{1}{4}$ ..	0 3 5	0 2 11	0 2 10	0 4 7	0 6 8	0 8 5	0 10 1	0 11 8	0 13 1	0 14 5	0 15 9	1 0 10	1 2 7	1 5 2	1 7 1	1 8 7	1 9 11	1 11 4	1 12 10	1 14 5
2 ..	0 4 6	0 4 0	0 3 8	0 6 5	0 8 11	0 11 2	0 13 5	0 15 9	1 1 11	1 3 6	1 5 3	1 7 0	1 11 3	2 2 7	2 6 2	2 8 0	2 10 11	3 1 8	3 4 5	3 7 3
$2\frac{1}{2}$ ..	0 5 8	0 5 2	0 4 11	0 8 11	0 13 2	0 15 9	1 2 5	1 5 2	1 8 0	1 10 9	1 13 5	1 15 10	2 3 3	2 8 0	2 12 9	3 1 5	3 3 8	3 6 8	3 9 8	3 12 8
3 ..	0 6 9	0 6 3	0 5 3	0 9 6	0 11 11	1 1 11	1 4 11	1 8 1	1 11 3	2 2 6	2 5 8	2 9 1	2 12 11	3 3 4	3 8 3	3 11 2	4 1 4	4 4 5	4 7 7	4 10 8
$3\frac{1}{2}$ ..	0 7 11	0 7 5	0 6 2	0 11 1	1 2 2	1 5 9	1 9 2	1 12 7	2 1 11	2 5 3	2 8 8	2 12 2	3 3 7	3 8 8	4 1 4	4 4 11	4 8 0	4 11 5	5 2 5	5 5 5
4 ..	0 9 0	0 8 6	0 7 0	0 12 7	1 2 9	1 6 5	1 10 11	1 15 6	2 3 11	2 8 5	2 12 11	3 3 2	3 8 2	3 13 2	4 3 5	4 9 0	4 13 5	5 2 5	5 7 4	5 10 4
5 ..	0 11 3	0 10 9	0 8 6	0 15 8	1 5 11	1 10 11	1 15 6	2 4 2	2 9 5	2 14 8	3 3 11	3 8 11	4 2 11	4 8 5	4 13 11	5 3 5	5 8 11	5 14 5	6 4 0	6 9 0
6 ..	0 13 6	0 13 0	0 10 0	1 2 9	1 8 11	1 15 5	2 5 0	2 11 11	3 6 6	3 13 5	4 4 5	4 10 4	4 15 11	5 6 10	5 13 10	6 3 5	6 9 4	6 14 11	7 4 5	7 9 5
7 ..	0 15 9	0 14 11	0 11 8	1 5 11	1 12 1	2 1 11	2 8 5	2 15 4	3 6 4	3 13 10	4 5 4	4 12 2	5 3 5	5 10 10	6 2 5	6 8 4	6 14 4	7 4 5	7 10 5	8 4 5
8 ..	1 2 0	1 1 6	0 13 3	1 8 11	1 15 2	2 8 0	2 15 0	3 6 0	3 13 7	4 5 3	4 12 2	5 3 5	5 10 10	6 2 5	6 9 4	6 15 4	7 5 4	7 11 4	8 5 4	8 11 4
9 ..	1 4 3	1 3 9	1 1 6	1 12 1	2 2 9	2 9 5	3 3 1	3 9 2	4 0 9	4 7 7	4 14 8	5 5 5	6 1 5	6 8 4	7 2 5	7 8 4	8 2 5	8 8 4	9 2 5	9 8 4
10 ..	1 6 6	1 6 0	1 3 11	1 15 2	2 8 11	3 2 6	3 8 2	3 15 0	4 7 4	4 14 8	5 5 1	5 12 11	6 6 5	7 1 2	7 8 1	8 2 1	8 8 1	8 14 1	9 8 1	10 2 1
11 ..	1 8 9	1 8 3	1 6 0	1 18 1	2 14 6	3 8 5	3 15 11	4 5 9	4 13 6	5 5 10	5 13 0	6 6 5	7 1 2	7 8 1	8 2 1	8 8 1	9 2 1	9 8 1	10 2 1	10 8 1
12 ..	1 11 0	1 10 6	1 8 3	2 1 8	2 14 6	3 8 5	3 15 11	4 5 9	4 13 6	5 5 10	5 13 0	6 6 5	7 1 2	7 8 1	8 2 1	8 8 1	9 2 1	9 8 1	10 2 1	10 8 1

STATEMENT OF OBJECTS AND REASONS.

Madras Act I of 1887 which was intended to secure to tenants in the Malabar district, who have been ejected from their holdings, the market value of their improvements, has failed to secure its purpose fully. This result is due mainly to the want of precision in the language of the Act, especially in the use and application of the term "improvement" and to the indefiniteness of the rules laid down in section 6 for the guidance of the courts in determining the compensation payable. In consequence, the Act has been the subject of numerous conflicting decisions of the courts. The Madras High Court held, in supersession of a previous ruling of 1888, that there was "no provision in the Act for capitalizing either the annual rent or the annual increment due to the improvement," and determined the compensation on the basis solely of the capital and labour actually expended in effecting the improvement. In another case decided in 1894 in which the holding had been improved by the planting of trees, the High Court decided that the compensation payable was not the market value of the trees, and that the improvement to be paid for was the 'work' of planting, protecting and maintaining the tree and not the tree itself which was the result of that 'work' nor its future produce. These decisions in effect deprive the tenant of the full market value of his improvements, that is to say, of the measure of compensation which it was the object of the Act of 1887 to secure to him. It has also been found that the provisions of the Act leave too much to the discretion of the courts and the assessors appointed under the Act, while the absence of clear, uniform and definite principles to guide them in awarding compensation is a serious defect.

2. It is accordingly proposed to repeal the Act and to re-enact its provisions with such additions and modifications as the experience of its working during the past ten years and the further attention which the subject has received have shown to be desirable and practicable. The principal changes which the Bill embodies are the following:—

(*a*) Provisions (clauses 8, 9 and 10 of the Bill) have been introduced classifying improvements into three distinct classes with a separate standard of compensation for each.

(*b*) The rate of interest to be adopted for capitalizing the value of improvements has been fixed at 6 per cent. (clause 11).

(*c*) Tables have been carefully prepared, based on the average price of fruit and produce, and the average cost of cultivating, planting and rearing. The data are embodied in schedules II, III and IV appended to the Bill. These tables the courts are to use as presumptively correct in calculating compensation. Power is reserved by clause 14 (1) to the Governor in Council to modify the schedules from time to time.

(*d*) By clause 6 (5) a tenant is enabled to remove from the holding from which he is ejected buildings, works and trees that are not "improvements" for which compensation can be claimed provided they can be removed without substantial injury to the property; while by clause 15 and the proviso to clause 10, protection is afforded to landlords against overplanting and wasteful expenditure in carrying out certain kinds of improvements.

(Signed) H. M. WINTERBOTHAM.

H. TREMENHEERE,
Secretary to Government.

MADRAS: PRINTED AND PUBLISHED BY THE SUPERINTENDENT, GOVERNMENT PRESS.

No. 6 OF 1898.

A

BILL

TO

Secure to Tenants in the Malabar District Compensation for Improvements.

WHEREAS it is expedient to amend the law relating to compensation for improvements by tenants in the Malabar district; It is hereby enacted as follows:—

1. This Act may be called the Malabar Compensation for Tenants' Improvements Act, 189 , and it shall be applicable to the whole of the Malabar district.

2. Madras Act I of 1887 is hereby repealed.

3. In this Act, unless there is something repugnant in the context or subject,— Interpretation clause.

(1) "Tenant" means a person who holds land under another person and is, or, but for a special contract or custom, would be liable to pay rent for that land to that person. "Tenant."

Explanation.

A mortgagee under clauses (*c*), (*d*) and (*e*) of section 58 of the Transfer of Property Act, 1882, is not a tenant within the meaning of this Act.

(2) "Landlord" means a person immediately under whom a tenant holds. "Landlord."

(3) "Rent" means whatever is lawfully payable or deliverable in money or kind by a tenant to his landlord on account of the use or occupation of the land held by the tenant. "Rent."

4. (1) For the purposes of this Act, the term "improvement" means any work which adds to the value of the holding which is suitable to the holding and consistent with the purpose for which it was let. "Improvement."

Explanation.

No work executed by a tenant shall be deemed to be an improvement for the purposes of this Act, if it substantially diminishes the value of any other part of the landlord's property in the tenant's holding.

What are deemed to be improvements.

(2) Until the contrary is shown, the following works or the products of such works shall be presumed to be improvements within the meaning of this Act:—

(*a*) the erection of dwelling-houses, buildings appurtenant thereto, and farm buildings;

(*b*) the construction of tanks, wells, channels, dams and other works for the storage or supply of water for agricultural or domestic purposes;

(*c*) the preparation of land for irrigation;

(*d*) the conversion of one-crop into two-crop land;

(*e*) the drainage, reclamation from rivers or other waters, or protection from floods, or from erosion or other damage by water, of land used for agricultural purposes, or waste land which is culturable;

(*f*) the reclamation, clearance, enclosure, or permanent improvement of land for agricultural purposes;

(*g*) the renewal or reconstruction of any of the foregoing works, or alterations therein or additions thereto;

(*h*) the planting of fruit trees, timber trees, and other useful trees and plants and the protection and maintenance of trees and plants so planted;

(*i*) the protection or maintenance of such trees and plants, the same having grown spontaneously or having been planted by the landlord or any previous tenant.

Tenant who is ejected to be entitled to compensation.

5. Every tenant who is ejected from his holding shall, notwithstanding any custom to the contrary, be entitled to be compensated for improvements made by him or his predecessors in interest and for which compensation has not already been paid.

Explanation.

A tenant is deemed to be ejected from his holding when he is obliged to surrender or determine the lease otherwise than by his own personal wish or voluntary act.

When Court orders the ejectment of a tenant, it shall determine the amount of compensation.

6. (1) Whenever any Court passes a decree or order for the ejectment of a tenant from his holding, or for the redemption of the land comprised in the demise to the tenant, it shall determine the amount of compensation (if any) due to the tenant for improvements under this Act and shall make such decree or order conditional on the payment to the tenant of the amount so determined.

(2) A decree or order under the preceding sub-section may be executed on the application of either the landlord or the tenant.

(3) When under an express agreement in writing any reduction or remission of rent or any other advantage has been given by the landlord to the tenant in consideration of any improvement made or to be made by the tenant, the Court may on account of such reduction, remission or advantage, make such deduction from the compensation to be awarded as under all the circumstances of the case may be reasonable.

Provided that the mere omission of a landlord to revise the rent on the expiry of a kanom or lease shall not be taken to authorize any deduction from the compensation contemplated by this section.

(4) All arrears of rent due by the tenant at the date of execution of the decree or order shall be set off against the amount of the compensation for improvements ordered to be paid; and also an adjustment shall be made, if necessary, according to the condition of the improvement at the time of the execution of the decree.

(5) Whenever a Court passes a decree or order for ejectment or redemption against a tenant and such tenant has on his holding erected any building, constructed any work or planted any tree which the Court finds is not an improvement for which compensation can be claimed, but which the Court finds can be removed without substantial injury to the property comprised in the holding, such tenant may remove such building, work or tree within a time to be fixed by the Court in its decree or order.

Power to make rules for estimating compensation.

(6) The Governor in Council may, from time to time, by notification in the Fort St. George and Malabar District Gazettes, make rules

requiring the Court to associate with itself, for the purpose of estimating the compensation to be awarded under this section for an improvement, such number of assessors as the Governor in Council thinks fit, and determining the qualifications of those assessors and the mode of selecting them.

Compensation how to be determined.

7. The compensation to be awarded for an improvement shall be determined in the manner prescribed in Sections 8 to 13.

Compensation when there is an increase of produce.

8. When the improvement has caused an increase in the value of the annual net produce of the holding, the compensation to be awarded shall be ascertained in the following manner:—

(*a*) The Court shall determine, as nearly as may be, the average net money value of such increase and the number of years during which such increase may reasonably be expected to continue.

(*b*) The Court shall then ascertain what is the present value, interest being calculated at 6 per cent., of an annuity equal to such money value for such number of years.

(*c*) If the sum so ascertained is more than the cost of making the improvement, determined in the manner laid down in section 10, three-quarters of such sum added to one-quarter of such cost, shall be the compensation to be awarded.

(*d*) If such sum is not more than such cost, such sum shall be the compensation to be awarded.

Explanation.

If additional assessment is imposed by Government in consequence of any improvement, such assessment shall be deemed to be part of the annual cost of maintaining the improvement, and shall be taken into account in determining the net money value of the increase of produce due to the improvement.

Illustrations.

(1) The Court finds that the age of a cocoanut tree is between 20 and 30 years; that its probable future fruitful life is 40 years; that its future average annual yield will probably be 25 nuts; that the proper commutation rate is Rs. 20 per 1,000 nuts; that the cost of cultivating the tree for a year is $2\frac{1}{2}$ annas; that the annual assessment on the tree is $1\frac{1}{4}$ annas; and that the cost of making the improvement was Rs. 2–12–0. The net value of the annual

produce is, therefore, $4\frac{1}{4}$ annas, and a reference to the annuity table in Schedule I shows that the present value of an annuity of $4\frac{1}{4}$ annas for 40 years at 6 per cent. is Rs. 3–15–11. Three-quarters of this sum is Rs. 2–15–11. The compensation to be awarded is this sum of Rs. 2–15–11 added to one-quarter of Rs. 2–12–0 or 11 annas, or Rs. 3–10–11 in all [Schedule IV, Table II (1)].

(2) If the annual yield is 50 nuts and the other conditions are the same as in illustration (1), the net value of the annual produce is $12\frac{1}{4}$ annas and the compensation to be awarded is three-quarters of Rs. 11–8–4 added to one-quarter of Rs. 2–12–0 or Rs. 9–5–3 in all [Schedule IV, Table II (1)].

(3) A tenant converts an acre of dry land into wet at a proper cost of Rs. 50 and thereby increases the probable average value of the annual net produce by Rs. 15 in perpetuity. The present value of an annuity of Rs. 15 for ever at 6 per cent. is Rs. 250. The compensation to be awarded to the tenant is three-quarters of Rs. 250 added to one-quarter of Rs. 50, or Rs. 200 in all.

Compensation for timber and fuel trees.

9. (1) When the improvement consists of timber trees or of trees or plants useful for fuel or other purposes, but is not such an improvement as is provided for in section 8, the compensation to be awarded in the case of trees and plants sown or planted by the tenant shall be three-fourths, and in the case of trees and plants planted by the landlord or a previous tenant or spontaneously grown shall be one-half of the sum which the trees or plants might reasonably be expected to realize, if sold by public auction to be cut and carried away.

(2) Provided that, when such trees or plants are immature, the compensation to be awarded may be the cost of making the improvement, as defined in section 10, instead of the compensation specified in sub-section (1) of this section.

Explanation.

The compensation to be awarded for a fruit tree which, though mature, does not, by reason of old age or other cause, bear fruit, shall be determined under this section.

Illustrations.

(1) The compensation to be awarded for a plantation of teak trees, if mature, is three-fourths of the sum which they might reasonably be expected to realize if cut down and sold by public auction; but if the trees are immature the Court may award as compensation either the necessary cost of making the plantation, or three-fourths of the sum which the saplings might reasonably be expected to realize, if cut down and sold by auction, whichever is more advantageous to the tenant.

If the trees are of spontaneous growth, the tenant's share of the estimated auction price is one-half; and, if the trees are immature, he is entitled to such half, or to the estimated proper cost of having watched and protected them, whichever is greater.

(2) The compensation to be awarded for a spontaneously-grown sappan (dyewood) tree, or cluster of bamboos, is one-half of the sum which it might reasonably be expected to realize if cut down and sold by auction.

(3) The compensation to be awarded for a cocoanut tree which is forty years old and has never borne or has ceased to bear fruit is three-fourths of the sum which it might reasonably be expected to realize if cut down and sold by public auction.

10. The compensation to be awarded for any improvement other than those specified in sections 8 and 9 (1) shall be the cost of making such improvement. Such cost means the cost, at the time of valuation, of the labour (including supervision) and of the materials and other expenditure, if any, required to make the improvement, less a reasonable deduction on account of such deterioration, if any, as has taken place from age or other cause.

Compensation in other cases.

Provided that if it is shown that the tenant produced the improvement in a more expensive way than it might have been produced, he shall not be allowed compensation for the excess.

Explanation.

The cost of labour and of materials and the other expenditure, if any, does not ordinarily include interest on the wages of labour, the price of materials and the other expenditure, if any. The tenant's enjoyment of the improvement is ordinarily an equivalent for such interest, but the Court may allow such interest at the current local rate if it considers, for reasons to be recorded by it, that such enjoyment has not been such equivalent.

11. For all the purposes of this Act, the rate of interest shall be taken to be 6 per cent. per annum.

Rate of interest.

12. For the purpose of determining the money value of produce, the Court shall ascertain the average price of such produce in the locality where the land is situated during the last ten years immediately preceding the institution of the suit; and until the contrary is shown, the Court shall presume that the price of cocoanuts, arecanuts, pepper and paddy is that shown in Schedule II.

Price of cocoanuts, &c.

13. (1) Until the contrary is proved, the Court shall presume that the cost of—

Presumptions as to cost.

(*a*) cultivating and harvesting a crop of paddy,

(*b*) planting and cultivating a cocoanut tree, an arecanut tree, a jack tree and a pepper vine until they, respectively, are in bearing,

(*c*) maintaining a cocoanut tree, an arecanut tree, a jack tree and a pepper vine for one year when in bearing,

is that shown in Schedule III, and

(2) When the presumptions in section 12 and section 13 (1) have not been rebutted, the compensation for any improvement consisting of a cocoanut tree, an arecanut tree, a pepper vine or paddy shall be as shown in Schedule IV.

14. (1) Notwithstanding anything hereinbefore contained, the Governor in Council may, in order the more adequately to give effect to the provisions of this Act, from time to time, add to, cancel or alter the schedules referred to in Sections 12 and 13, and may direct that they be in force, in whole or in part, or with any specified variations, in any local area.

Power to alter schedules.

(2) Such schedules shall be published in English and Malayalam in the Fort St. George and Malabar District Gazettes, and shall be kept publicly posted in the Court or Courts having jurisdiction in such area.

Publication of schedules.

15. When trees or vines are planted in excess of the following scale, the Court, if satisfied that, in the circumstances of the particular case, the land is overplanted, may either refuse to grant any compensation, or may grant compensation at a lower rate, for so many of such trees or vines as are in excess of the scale:—

Compensation when land is overplanted.

	Scale.
Cocoanut trees ordinarily ..	60 per acre.
Do. do. in sandy tracts near sea-shore, or backwater or on the banks of rivers, when specially suitable for close planting	80 „
Arecanut trees	720 „
Jack	30 „
Pepper vines (standards of) ..	600 „

This rule is applicable to mixed gardens, in which case each tree is allowed a proportionate fraction of an acre according to the above scale.

16. Nothing in any contract between a landlord and a tenant made after the 1st day of January 1886 shall take away or limit the right of a tenant to make improvements and claim compensation for them in accordance with the provisions of this Act, or remove a work as provided in sub-section (5) of Section 6.

Saving clause.

17. Nothing in this Act shall take away the right of any person who may be entitled by law or custom to claim compensation for any improvements other than those dealt with under the provisions of this Act.

Saving clause.

APPENDIX.

SCHEDULE I.

SHOWING the present Value of an Annuity of sums from one pie to Rs. 100 for from one to fifty years, and in perpetuity, at the rate of six *per cent. per annum*.

—	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.	11 years.	12 years.	13 years.
1	2	3	4	5	6	7	8	9	10	11	12	13	14
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1 pie	0 0 3	0 0 2	0 0 2	0 0 3	0 0 3	0 0 4	0 0 6	0 0 6	0 0 7	0 0 7	0 0 8	0 0 8	0 0 9
2 pies	0 0 5	0 0 4	0 0 4	0 0 5	0 0 7	0 0 8	0 0 11	0 1 0	0 1 2	0 1 3	0 1 4	0 1 5	0 1 6
3 ,,	0 0 8	0 0 6	0 0 6	0 0 8	0 0 10	0 1 0	0 1 5	0 1 7	0 1 8	0 1 10	0 2 0	0 2 1	0 2 3
4 ,,	0 0 10	0 0 7	0 0 9	0 0 11	0 1 0	0 1 2	0 1 10	0 2 1	0 2 3	0 2 5	0 2 8	0 2 10	0 2 11
5 ,,	0 1 1	0 0 9	0 0 11	0 1 1	0 1 3	0 1 5	0 2 0	0 2 3	0 2 5	0 2 8	0 3 0	0 3 3	0 3 6
6 ,,	0 1 3	0 0 11	0 1 1	0 1 4	0 1 6	0 1 9	0 2 2	0 2 5	0 2 8	0 3 1	0 3 3	0 3 6	0 3 8
1 anna	0 2 1	0 1 1	0 1 3	0 1 7	0 1 10	0 2 1	0 2 5	0 2 8	0 3 0	0 3 3	0 3 8	0 4 2	0 4 5
2 annas	0 4 1	0 2 1	0 2 3	0 2 7	0 2 11	0 3 3	0 3 8	0 4 1	0 4 4	0 4 9	0 5 2	0 5 7	0 6 0
3 ,,	0 6 1	0 3 1	0 3 4	0 4 0	0 4 5	0 4 11	0 5 5	0 6 0	0 6 6	0 7 1	0 7 8	0 8 3	0 8 10
4 ,,	0 8 1	0 4 1	0 4 5	0 5 1	0 5 8	0 6 5	0 7 2	0 7 10	0 8 7	0 9 3	0 9 11	0 10 6	0 11 2
5 ,,	0 10 1	0 5 1	0 5 6	0 6 1	0 6 10	0 7 8	0 8 6	0 9 4	0 10 3	0 11 0	0 11 9	1 0 4	1 1 0
6 ,,	1 0 1	0 6 1	0 6 8	0 7 2	0 7 11	0 8 9	0 9 7	0 10 6	0 11 5	1 0 4	1 1 3	1 2 2	1 3 1
7 ,,	1 2 1	0 7 1	0 7 10	0 8 0	0 9 0	0 10 0	0 11 0	0 11 11	1 0 10	1 1 9	1 2 8	1 3 7	1 4 6
8 ,,	1 4 1	0 8 1	0 8 11	0 9 3	0 10 2	0 11 3	1 0 4	1 1 3	1 2 3	1 3 2	1 4 1	1 5 0	1 5 11
9 ,,	1 6 1	0 9 1	0 10 0	0 10 5	0 11 4	1 0 6	1 1 6	1 2 5	1 3 5	1 4 4	1 5 3	1 6 2	1 7 1
10 ,,	1 8 1	0 10 1	0 11 1	0 11 8	1 0 8	1 1 8	1 2 8	1 3 8	1 4 8	1 5 7	1 6 6	1 7 5	1 8 4
11 ,,	1 10 1	0 11 1	1 0 2	1 0 11	1 1 11	1 3 0	1 4 0	1 5 0	1 6 0	1 7 0	1 8 0	1 9 0	1 10 0
12 ,,	2 0 1	1 0 1	1 1 2	1 2 1	1 3 2	1 4 3	1 5 4	1 6 4	1 7 4	1 8 4	1 9 4	1 10 4	1 11 4
13 ,,	2 2 1	1 1 1	1 2 3	1 3 4	1 4 5	1 5 6	1 6 8	1 7 8	1 8 8	1 9 8	1 10 8	1 11 8	2 0 8
14 ,,	2 4 1	1 2 1	1 3 4	1 4 6	1 5 8	1 6 10	1 8 0	1 9 0	1 10 0	1 11 0	2 0 0	2 1 0	2 2 0
15 ,,	2 6 1	1 3 1	1 4 5	1 5 8	1 7 0	1 8 3	1 9 4	1 10 4	1 11 4	2 0 4	2 1 4	2 2 4	2 3 4
1 rupee	2 8 1	1 4 1	1 5 6	1 6 10	1 8 3	1 9 8	1 10 8	1 11 8	2 0 8	2 1 8	2 2 8	2 3 8	2 4 8
2 rupees	3 0 1	1 6 1	1 7 6	1 8 10	1 10 3	1 11 8	2 0 8	2 1 8	2 2 8	2 3 8	2 4 8	2 5 8	2 6 8
3 ,,	3 4 1	1 8 1	1 9 6	1 11 0	2 0 3	2 1 8	2 2 8	2 3 8	2 4 8	2 5 8	2 6 8	2 7 8	2 8 8
4 ,,	3 8 1	1 10 1	1 11 6	2 0 1	2 1 8	2 3 0	2 4 0	2 5 0	2 6 0	2 7 0	2 8 0	2 9 0	2 10 0
5 ,,	4 0 1	1 12 1	2 0 6	2 2 1	2 3 8	2 4 11	2 5 11	2 6 11	2 7 11	2 8 11	2 9 11	2 10 11	2 11 11
6 ,,	4 4 1	1 14 1	2 2 6	2 4 1	2 5 8	2 7 0	2 8 3	2 9 3	2 10 3	2 11 3	3 0 3	3 1 3	3 2 3
7 ,,	4 8 1	2 0 1	2 4 6	2 6 1	2 7 8	2 8 11	2 10 2	2 11 2	3 0 2	3 1 2	3 2 2	3 3 2	3 4 2
8 ,,	5 0 1	2 2 1	2 6 6	2 8 1	2 9 8	2 10 11	3 0 2	3 1 2	3 2 2	3 3 2	3 4 2	3 5 2	3 6 2
9 ,,	5 4 1	2 4 1	2 8 6	2 10 1	3 0 8	3 2 11	3 4 1	3 5 1	3 6 1	3 7 1	3 8 1	3 9 1	3 10 1
10 ,,	5 8 1	2 6 1	2 10 6	3 0 1	3 2 8	3 5 0	3 6 11	3 8 0	3 9 0	3 10 0	3 11 0	4 0 0	4 1 0
11 ,,	6 0 1	2 8 1	3 0 6	3 2 1	3 4 8	3 7 0	3 9 0	3 10 11	4 0 11	4 2 11	4 4 11	4 6 11	4 8 11
12 ,,	6 4 1	2 10 1	3 2 6	3 4 1	3 6 8	3 9 0	3 11 0	4 0 11	4 2 11	4 4 11	4 6 11	4 8 11	4 10 11
13 ,,	6 8 1	3 0 1	3 4 6	3 6 1	3 8 8	3 11 0	4 1 0	4 2 11	4 4 11	4 6 11	4 8 11	4 10 11	5 0 11
14 ,,	7 0 1	3 2 1	3 6 6	3 8 1	3 10 8	4 1 0	4 3 0	4 4 11	4 6 11	4 8 11	4 10 11	5 0 11	5 2 11
15 ,,	7 4 1	3 4 1	3 8 6	3 10 1	4 0 8	4 3 0	4 5 0	4 6 11	4 8 11	4 10 11	5 0 11	5 2 11	5 4 11
1 rupee	7 8 1	3 6 1	3 10 6	4 0 1	4 2 8	4 5 0	4 7 0	4 8 11	4 10 11	5 0 11	5 2 11	5 4 11	5 6 11
2 rupees	8 0 1	3 8 1	4 0 6	4 2 1	4 4 8	4 7 0	4 9 0	4 10 11	5 0 11	5 2 11	5 4 11	5 6 11	5 8 11
3 ,,	8 8 1	3 12 1	4 2 6	4 4 1	4 6 8	4 9 0	4 11 0	5 0 11	5 2 11	5 4 11	5 6 11	5 8 11	5 10 11
4 ,,	9 0 1	3 14 1	4 4 6	4 6 1	4 8 8	4 11 0	5 1 0	5 2 11	5 4 11	5 6 11	5 8 11	5 10 11	6 0 11
5 ,,	9 8 1	4 0 1	4 6 6	4 8 1	4 10 8	5 1 0	5 3 0	5 4 11	5 6 11	5 8 11	5 10 11	6 0 11	6 2 11
6 ,,	10 0 1	4 2 1	4 8 6	4 10 1	5 0 8	5 3 0	5 5 0	5 6 11	5 8 11	5 10 11	6 0 11	6 2 11	6 4 11
7 ,,	10 8 1	4 4 1	4 10 6	5 0 1	5 2 8	5 5 0	5 7 0	5 8 11	5 10 11	6 0 11	6 2 11	6 4 11	6 6 11
8 ,,	11 0 1	4 6 1	5 0 6	5 2 1	5 4 8	5 7 0	5 9 0	5 10 11	6 0 11	6 2 11	6 4 11	6 6 11	6 8 11
9 ,,	11 8 1	4 8 1	5 2 6	5 4 1	5 6 8	5 9 0	5 11 0	6 0 11	6 2 11	6 4 11	6 6 11	6 8 11	6 10 11
10 ,,	12 0 1	4 10 1	5 4 6	5 6 1	5 8 8	5 11 0	6 1 0	6 2 11	6 4 11	6 6 11	6 8 11	6 10 11	7 0 11
11 ,,	12 8 1	5 0 1	5 6 6	5 8 1	5 10 8	6 1 0	6 3 0	6 4 11	6 6 11	6 8 11	6 10 11	7 0 11	7 2 11
12 ,,	13 0 1	5 2 1	5 8 6	5 10 1	6 0 8	6 3 0	6 5 0	6 6 11	6 8 11	6 10 11	7 0 11	7 2 11	7 4 11
13 ,,	13 8 1	5 4 1	5 10 6	6 0 1	6 2 8	6 5 0	6 7 0	6 8 11	6 10 11	7 0 11	7 2 11	7 4 11	7 6 11
14 ,,	14 0 1	5 6 1	6 0 6	6 2 1	6 4 8	6 7 0	6 9 0	6 10 11	7 0 11	7 2 11	7 4 11	7 6 11	7 8 11
15 ,,	14 8 1	5 8 1	6 2 6	6 4 1	6 6 8	6 9 0	6 11 0	7 0 11	7 2 11	7 4 11	7 6 11	7 8 11	7 10 11
1 rupee	15 0 1	5 10 1	6 4 6	6 6 1	6 8 8	6 11 0	7 1 0	7 2 11	7 4 11	7 6 11	7 8 11	7 10 11	8 0 11
2 rupees	1 14 2	3 10 8	5 5 6	6 14 11	8 6 10	10 6 4	12 10 2	15 13 7	19 10 8	23 8 9	27 6 7	31 3 6	35 0 5
3 ,,	2 13 3	5 8 0	8 0 4	10 6 4	12 10 2	15 13 7	19 10 8	23 8 9	27 6 7	31 3 6	35 0 5	38 13 4	42 10 3
4 ,,	3 12 5	7 5 4	10 11 1	13 13 9	16 13 7	19 10 8	23 8 9	27 6 7	31 3 6	35 0 5	38 13 4	42 10 3	46 7 2
5 ,,	4 11 6	9 2 8	13 5 10	17 5 2	21 1 0	24 12 8	28 4 6	31 14 4	35 12 3	39 9 2	43 6 1	47 3 0	50 15 11
6 ,,	5 10 7	11 0 0	16 0 7	20 12 8	25 4 5	29 7 9	33 11 2	37 14 7	41 18 0	45 21 5	49 24 10	53 28 3	57 31 8
7 ,,	6 9 8	12 13 4	18 11 5	24 4 1	29 7 9	33 11 2	37 14 7	41 18 0	45 21 5	49 24 10	53 28 3	57 31 8	61 35 1
8 ,,	7 8 9	14 10 8	21 6 2	27 11 6	33 11 2	37 14 7	41 18 0	45 21 5	49 24 10	53 28 3	57 31 8	61 35 1	65 38 6
9 ,,	8 7 10	16 8 0	24 0 11	31 3 0	37 14 7	42 2 0	46 5 5	50 8 10	54 12 3	58 15 8	62 19 1	66 22 6	70 26 0
10 ,,	9 6 11	18 5 4	26 11 8	34 10 5	42 2 0	49 5 5	53 8 10	57 12 3	61 15 8	65 19 1	69 22 6	73 26 0	77 29 5
100 ,,	94 5 5	183 5 5	267 4 10	346 8 0	421 3 9	491 11 8	558 3 10	620 15 8	680 2 8	736 0 2	788 11 0	838 6 2	885 4 3

SCHEDULE I—*cont.*

Showing the present Value of an Annuity of sums from one pie to Rs. 100 for from one to fifty years, and in perpetuity, at the rate of six *per cent. per annum—cont.*

	14 years.	15 years.	16 years.	17 years.	18 years.	19 years.	20 years.	21 years.	22 years.	23 years.	24 years.	25 years.	26 years.
	15	16	17	18	19	20	21	22	23	24	25	26	27
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1 pie	0 0 9	0 0 10	0 0 10	0 0 10	0 0 11	0 0 11	0 0 11	0 1 0	0 1 0	0 1 0	0 1 1	0 1 1	0 1 1
2 pies	0 1 7	0 1 7	0 1 8	0 1 9	0 1 10	0 1 10	0 1 11	0 2 0	0 2 0	0 2 1	0 2 1	0 2 2	0 2 2
3 ,,	0 2 4	0 2 5	0 2 6	0 2 7	0 2 8	0 2 9	0 2 10	0 2 11	0 3 0	0 3 1	0 3 2	0 3 2	0 3 3
4 ,,	0 3 1	0 3 3	0 3 4	0 3 6	0 3 7	0 3 9	0 3 10	0 3 11	0 4 0	0 4 1	0 4 2	0 4 3	0 4 4
5 ,,	0 3 10	0 4 1	0 4 3	0 4 4	0 4 6	0 4 8	0 4 9	0 5 0	0 5 0	0 5 2	0 5 2	0 5 4	0 5 5
6 ,,	0 4 8	0 4 10	0 5 1	0 5 3	0 5 5	0 5 7	0 5 9	0 5 11	0 6 0	0 6 2	0 6 3	0 6 5	0 6 6
1 anna	0 9 4	0 9 9	0 10 1	0 10 6	0 10 10	0 11 2	0 11 6	0 14 9	0 12 0	0 12 4	0 12 7	0 12 9	0 13 0
2 annas	1 2 7	1 3 5	1 4 3	1 4 11	1 5 8	1 6 4	1 6 11	1 7 6	1 8 1	1 8 7	1 9 1	1 9 7	1 10 0
3 ,,	1 11 11	1 13 2	1 14 4	1 15 5	2 0 6	2 1 6	2 2 5	2 3 4	2 4 1	2 4 11	2 5 8	2 6 4	2 7 0
4 ,,	2 5 2	2 6 10	2 8 5	2 9 11	2 11 4	2 12 8	2 13 11	2 15 1	3 0 2	3 1 3	3 2 2	3 3 2	3 4 0
5 ,,	2 14 6	3 0 7	3 2 6	3 4 5	3 6 2	3 7 9	3 9 4	3 10 10	3 12 2	3 13 6	3 14 9	3 15 11	4 1 0
6 ,,	3 7 9	3 10 3	3 12 8	3 14 10	4 1 0	4 3 0	4 4 10	4 6 7	4 8 3	4 9 10	4 11 4	4 12 8	4 14 0
7 ,,	4 1 1	4 4 0	4 6 9	4 9 4	4 11 10	4 14 1	5 0 3	5 2 4	5 4 3	5 6 1	5 7 10	5 9 6	5 11 0
8 ,,	4 10 4	4 13 8	5 0 10	5 3 10	5 6 7	5 9 3	5 11 9	5 14 1	6 0 4	6 2 5	6 4 5	6 6 3	6 8 0
9 ,,	5 3 8	5 7 5	5 10 11	5 14 4	6 1 5	6 4 5	6 7 3	6 9 11	6 12 4	6 14 9	7 0 11	7 3 1	7 5 0
10 ,,	5 13 11	6 1 1	6 5 1	6 8 9	6 12 3	6 15 7	7 2 8	7 5 8	7 8 5	7 11 0	7 13 6	7 15 10	8 1 0
11 ,,	6 6 3	6 10 10	6 15 2	7 3 3	7 7 1	7 10 9	7 14 2	8 1 5	8 4 5	8 7 4	8 10 1	8 12 7	8 15 0
12 ,,	6 15 6	7 4 7	7 13 9	7 13 9	8 1 11	8 5 11	8 9 8	8 13 2	9 0 6	9 3 8	9 6 7	9 9 5	9 12 0
13 ,,	7 8 10	7 14 3	8 3 5	8 8 2	8 12 9	9 1 1	9 5 1	9 8 11	9 12 6	9 15 11	10 3 2	10 6 2	10 9 0
14 ,,	8 2 2	8 8 0	8 13 6	9 2 8	9 7 7	9 12 3	10 0 7	10 4 8	10 8 7	10 12 3	10 15 8	11 3 0	11 6 1
15 ,,	8 11 5	9 1 8	9 7 7	9 13 2	10 2 5	10 7 4	10 12 1	11 0 6	11 4 7	11 8 7	11 12 3	11 15 9	12 3 1
1 rupee	9 4 9	9 11 5	10 1 8	10 7 8	10 13 3	11 2 6	11 7 6	11 12 3	12 0 8	12 4 10	12 8 10	12 12 6	13 0 1
2 rupees	18 9 7	19 6 10	20 3 5	20 15 3	21 10 6	22 5 1	22 15 0	23 8 5	24 2 8	24 9 8	25 1 7	25 9 1	26 0 1
3 ,,	27 14 4	29 2 2	30 5 1	31 6 11	32 7 9	33 7 7	34 6 7	35 4 8	36 2 0	36 14 6	37 0 5	38 5 7	39 0 2
4 ,,	37 3 2	38 13 7	40 6 9	41 14 7	43 5 0	44 10 1	45 14 1	47 0 11	48 2 8	49 3 5	50 3 3	51 2 2	52 0 2
5 ,,	46 7 7	48 9 0	50 8 6	52 6 2	54 2 3	55 12 8	57 5 7	58 13 2	60 3 4	61 8 3	62 12 0	63 14 8	65 0 3
6 ,,	55 12 8	58 4 5	60 10 2	62 13 10	64 15 5	66 15 2	68 13 1	70 9 4	72 4 0	73 13 1	75 4 10	76 11 2	78 0 4
7 ,,	65 1 4	67 15 9	70 11 10	73 5 5	75 12 8	78 1 9	80 4 8	82 5 7	84 4 8	86 1 11	87 13 8	89 7 9	91 0 4
8 ,,	74 6 5	77 11 2	80 13 7	83 13 1	86 9 11	89 4 3	91 12 2	94 1 10	96 5 4	98 6 9	100 6 5	102 4 3	104 0 5
9 ,,	83 11 0	87 6 7	90 15 3	94 4 9	97 7 2	100 6 9	103 3 8	105 14 0	108 6 0	110 11 7	112 15 3	115 0 10	117 0 5
10 ,,	92 15 2	97 2 0	101 0 11	104 12 4	108 4 5	111 9 4	114 11 2	117 10 3	120 6 8	123 0 6	125 8 1	127 13 4	130 0 6
100 ,,	929 8 0	971 3 7	1,010 9 5	1,047 11 7	1,082 12 2	1,115 13 0	1,146 15 10	1,176 6 6	1,204 2 6	1,230 5 5	1,255 0 7	1,278 5 4	1,300 5 1

SCHEDULE I—*cont.*

Showing the present Value of an Annuity of sums from one pie to Rs. 100 for from one to fifty years, and in perpetuity, at the rate of six *per cent. per annum—cont.*

	27 years.	28 years.	29 years.	30 years.	31 years.	32 years.	33 years.	34 years.	35 years.	36 years.	37 years.	38 years.	39 years.
	28	29	30	31	32	33	34	35	36	37	38	39	40
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1 pie	0 1 1	0 1 1	0 1 2	0 1 2	0 1 2	0 1 2	0 1 2	0 1 2	0 1 2	0 1 3	0 1 3	0 1 3	0 1 3
2 pies	0 2 2	0 2 3	0 2 3	0 2 4	0 2 4	0 2 4	0 2 4	0 2 5	0 2 5	0 2 5	0 2 6	0 2 6	0 2 6
3 ,,	0 3 4	0 3 4	0 3 5	0 3 5	0 3 6	0 3 6	0 3 7	0 3 7	0 3 7	0 3 8	0 3 8	0 3 9	0 3 9
4 ,,	0 4 5	0 4 6	0 4 6	0 4 7	0 4 8	0 4 8	0 4 9	0 4 9	0 4 10	0 4 10	0 4 11	0 4 11	0 5 0
5 ,,	0 5 6	0 5 7	0 5 8	0 5 9	0 5 10	0 5 10	0 5 11	0 6 0	0 6 0	0 6 1	0 6 2	0 6 2	0 6 3
6 ,,	0 6 7	0 6 8	0 6 10	0 6 11	0 7 0	0 7 1	0 7 1	0 7 2	0 7 3	0 7 4	0 7 4	0 7 5	0 7 6
1 anna	0 13 3	0 13 5	0 13 7	0 13 9	0 13 11	0 14 1	0 14 3	0 14 4	0 14 6	0 14 7	0 14 9	0 14 10	0 14 11
2 annas	1 10 5	1 10 10	1 11 2	1 11 6	1 11 10	1 12 2	1 12 6	1 12 9	1 13 0	1 13 3	1 13 6	1 13 8	1 13 11
3 ,,	2 7 8	2 8 3	2 8 9	2 9 4	2 9 9	2 10 3	2 10 8	2 11 1	2 11 6	2 11 10	2 12 3	2 12 7	2 12 10
4 ,,	3 4 10	3 5 7	3 6 4	3 7 1	3 7 9	3 8 4	3 8 11	3 9 6	3 10 0	3 10 6	3 10 11	3 11 5	3 11 10
5 ,,	4 2 1	4 3 0	4 3 11	4 4 10	4 5 8	4 6 5	4 7 2	4 7 10	4 8 6	4 9 1	4 9 8	4 10 3	4 10 9
6 ,,	4 15 3	5 0 5	5 1 7	5 2 7	5 3 7	5 4 6	5 5 5	5 6 3	5 7 0	5 7 9	5 8 5	5 9 1	5 9 8
7 ,,	5 12 6	5 13 10	5 15 2	6 0 4	6 1 6	6 2 7	6 3 7	6 4 7	6 5 6	6 6 4	6 7 2	6 7 11	6 8 8
8 ,,	6 9 8	6 11 3	6 12 9	6 14 1	6 15 5	7 0 8	7 1 10	7 2 11	7 4 0	7 5 0	7 5 11	7 6 9	7 7 7
9 ,,	7 6 11	7 8 8	7 10 4	7 11 11	7 13 4	7 14 9	8 0 1	8 1 4	8 2 6	8 3 7	8 4 8	8 5 8	8 6 6
10 ,,	8 4 1	8 6 1	8 7 11	8 9 8	8 11 3	8 12 10	8 14 4	8 15 8	9 1 0	9 2 3	9 3 4	9 4 6	9 5 6
11 ,,	9 1 4	9 3 6	9 5 6	9 7 5	9 9 3	9 10 11	9 12 6	9 14 1	9 15 6	10 0 10	10 2 1	10 3 4	10 4 4
12 ,,	9 14 6	10 0 10	10 3 1	10 5 2	10 7 2	10 9 0	10 10 9	10 12 5	10 14 0	10 15 5	11 0 10	11 2 2	11 3 5
13 ,,	10 11 9	10 14 3	11 0 8	11 2 11	11 5 1	11 7 1	11 9 0	11 10 9	11 12 6	11 14 1	11 15 7	12 1 0	12 2 4
14 ,,	11 8 11	11 11 8	11 14 3	12 0 8	12 3 0	12 5 2	12 7 3	12 9 2	12 11 0	12 12 8	12 14 4	12 15 11	13 1 3
15 ,,	12 6 2	12 9 1	12 11 10	12 14 6	13 0 11	13 3 3	13 5 4	13 7 6	13 9 6	13 11 4	13 13 1	13 14 9	14 0 3
1 rupee	13 3 4	13 6 6	13 9 5	13 12 3	13 14 10	14 1 4	14 3 8	14 5 11	14 8 0	14 9 11	14 11 9	14 13 6	14 15 2
2 rupees	26 6 9	26 13 0	27 2 11	27 8 6	27 18 9	28 2 8	28 7 4	28 11 9	28 15 11	29 3 10	29 7 7	29 11 1	29 14 4
3 ,,	39 10 1	40 3 6	40 12 4	41 4 9	41 12 7	42 4 0	42 11 1	43 1 8	43 7 11	43 13 10	44 3 4	44 8 7	44 13 7
4 ,,	52 13 6	53 10 0	54 5 10	55 0 11	55 11 6	56 5 5	56 14 9	57 7 7	57 15 11	58 7 9	58 15 2	59 6 2	59 12 9
5 ,,	66 0 10	67 0 6	67 15 3	68 13 2	69 10 4	70 6 9	71 2 5	71 13 5	72 7 10	73 1 8	73 10 11	74 3 8	74 11 11
6 ,,	79 4 3	80 7 0	81 8 8	82 9 5	83 9 2	84 8 1	85 6 1	86 3 4	86 15 10	87 11 7	88 6 9	89 1 3	89 11 1
7 ,,	92 7 7	93 13 6	95 2 2	96 5 8	97 8 1	98 9 5	99 9 9	100 9 3	101 7 10	102 5 7	103 2 6	103 14 9	104 10 4
8 ,,	105 10 11	107 4 0	108 11 7	110 1 11	111 6 11	112 10 9	113 13 6	114 15 1	115 15 9	116 15 6	117 14 4	118 12 3	119 9 6
9 ,,	118 14 4	120 10 6	122 5 1	123 14 2	125 5 9	126 12 1	128 1 2	129 5 0	130 7 9	131 9 5	132 10 1	133 9 10	134 8 8
10 ,,	132 1 8	134 1 0	135 14 6	137 10 5	139 4 8	140 13 5	142 4 10	143 10 11	144 15 9	146 3 4	147 5 11	148 7 4	149 7 10
100 ,,	1,321 0 10	1,340 9 10	1,359 1 1	1,376 7 9	1,392 14 6	1,408 6 6	1,423 0 4	1,436 13 0	1,449 13 2	1,462 1 7	1,473 10 10	1,484 9 7	1,494 14 6

SCHEDULE I—*cont.*

Showing the present Value of an Annuity of sums from one pie to Rs. 100 for from one to fifty years, and in perpetuity, at the rate of six *per cent.* *per annum*—*cont.*

—	40 years.		41 years.		42 years.		43 years.		44 years.		45 years.		46 years.		47 years.		48 years.		49 years.		50 years.		51	In perpetuity.	52
	41		42		43		44		45		46		47		48		49		50		51				
	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.	Rs.	A. P.		Rs.	A. P.
1 pie		0 1 3		0 1 3		0 1 3		0 1 3		0 1 3		0 1 3		0 1 4		0 1 4		0 1 4		0 1 4		0 1 4		0 1 5
2 pies		0 2 6		0 2 6		0 2 6		0 2 6		0 2 6		0 2 7		0 2 7		0 2 7		0 2 7		0 2 7		0 2 8		0 2 9
3 ,,		0 3 9		0 3 9		0 3 9		0 3 10		0 3 10		0 3 10		0 3 11		0 3 11		0 3 11		0 3 11		0 3 11		0 4 2
4 ,,		0 5 0		0 5 1		0 5 1		0 5 1		0 5 2		0 5 2		0 5 2		0 5 3		0 5 3		0 5 3		0 5 3		0 5 7
5 ,,		0 6 3		0 6 4		0 6 4		0 6 5		0 6 5		0 6 5		0 6 6		0 6 6		0 6 7		0 6 7		0 6 7		0 6 11
6 ,,		0 7 6		0 7 7		0 7 7		0 7 8		0 7 9		0 7 9		0 7 9		0 7 10		0 7 10		0 7 10		0 7 11		0 8 4
7 ,,		0 8 9		0 8 10		0 8 10		0 8 11		0 9 0		0 9 0		0 9 0		0 9 1		0 9 1		0 9 1		0 9 2		0 10 8
8 ,,		0 10 0		0 10 1		0 10 2		0 10 3		0 10 4		0 10 4		0 10 5		0 10 5		0 10 6		0 10 6		0 10 7		0 12 8
9 ,,		0 11 3		0 11 4		0 11 5		0 11 6		0 11 7		0 11 8		0 11 8		0 11 9		0 11 9		0 11 10		0 11 10		0 14 4
10 ,,		0 12 6		0 12 7		0 12 8		0 12 9		0 12 10		0 13 0		0 13 1		0 13 2		0 13 3		0 13 4		0 13 5		0 16 8
11 ,,		0 13 9		0 13 10		0 14 0		0 14 1		0 14 2		0 14 3		0 14 4		0 14 5		0 14 6		0 14 7		0 14 8		0 18 0
12 ,,		0 15 0		0 15 1		0 15 2		0 15 3		0 15 4		0 15 5		0 15 6		0 15 7		0 15 8		0 15 9		0 15 10		0 19 4
1 anna		1 14 11		1 15 1		1 15 2		1 15 4		1 15 5		1 15 6		1 15 7		1 15 8		1 15 9		1 15 10		1 15 11		1 19 8
2 annas		3 13 10		3 14 1		3 14 4		3 14 7		3 14 10		4 0 0		4 0 3		4 0 6		4 0 9		4 0 11		4 1 2		4 5 4
3 ,,		5 12 9		5 13 2		5 13 6		5 13 11		5 14 3		5 14 7		5 15 0		5 15 4		5 15 8		5 16 0		5 16 5		6 4 0
4 ,,		6 12 2		6 12 8		6 13 1		6 13 7		6 13 11		6 14 4		6 14 10		6 15 4		6 15 10		6 16 4		6 16 10		7 4 8
5 ,,		7 11 8		7 12 2		7 12 9		7 13 2		7 13 8		7 14 1		7 14 8		7 15 3		7 15 9		7 16 4		7 16 10		8 5 4
6 ,,		8 11 1		8 11 9		8 12 4		8 12 10		8 13 4		8 13 10		8 14 5		8 14 11		8 15 5		8 15 11		8 16 5		9 6 8
7 ,,		9 10 7		9 11 3		9 11 11		9 12 6		9 13 1		9 13 7		9 14 2		9 14 9		9 15 4		9 15 10		9 16 5		10 7 4
8 ,,		10 10 0		10 10 9		10 11 6		10 12 2		10 12 9		10 13 5		10 14 1		10 14 8		10 15 4		10 15 11		10 16 6		11 8 0
9 ,,		11 9 6		11 10 4		11 11 1		11 11 10		11 12 6		11 13 2		11 13 9		11 14 5		11 15 1		11 15 8		11 16 4		12 8 8
10 ,,		12 8 11		12 9 4		12 9 10		12 10 8		12 11 5		12 12 2		12 12 8		12 13 4		12 14 1		12 14 7		12 15 3		13 9 4
11 ,,		13 8 5		13 9 4		13 10 3		13 11 1		13 11 11		13 12 8		13 13 4		13 14 1		13 14 7		13 15 4		13 16 0		14 10 0
12 ,,		14 7 10		14 8 10		14 9 10		14 10 9		14 11 7		14 12 5		14 13 2		14 14 0		14 14 8		14 15 5		14 16 1		15 10 8
13 ,,		15 7 4		15 8 5		15 9 5		15 10 5		15 11 4		15 12 2		15 13 0		15 13 9		15 14 7		15 15 4		15 16 2		16 10 8
14 ,,		16 7 4		16 8 5		16 9 5		16 10 5		16 11 4		16 12 3		16 13 2		16 14 1		16 15 0		16 15 10		16 16 9		17 11 0
15 ,,		17 7 4		17 8 5		17 9 5		17 10 5		17 11 4		17 12 3		17 13 2		17 14 1		17 15 0		17 15 10		17 16 9		18 12 0
1 rupee		30 14 7		31 0 9		31 2 10		31 4 10		31 6 8		31 8 5		31 10 3		31 12 2		31 14 0		31 15 10		32 1 9		33 5 4
2 rupees		61 13 2		62 1 7		62 5 8		62 9 7		62 13 3		63 0 9		63 4 8		63 8 7		63 12 7		63 16 6		64 4 6		66 10 8
3 ,,		92 11 9		93 2 4		93 8 7		93 14 5		94 3 11		94 9 2		94 14 10		95 4 6		95 10 3		95 15 11		96 5 7		100 0 0
4 ,,		123 10 4		124 3 1		124 11 5		125 3 2		125 10 7		126 1 6		126 8 10		126 15 11		127 7 3		127 14 7		128 6 0		133 5 4
5 ,,		154 8 11		155 3 11		155 14 3		156 8 0		157 1 3		157 9 11		158 4 7		158 13 10		159 3 6		159 12 1		160 2 1		166 10 8
10 ,,		308 9 4		309 2 9		309 12 5		310 2 0		310 11 8		311 5 4		311 14 11		312 8 7		313 2 3		313 12 0		314 5 8		333 5 4
100 ,,		3,078 5 1		3,083 11 6		3,089 1 11		3,094 8 5		3,100 2 10		3,105 9 4		3,110 15 9		3,116 6 3		3,122 0 8		3,127 9 2		3,133 3 7		3,333 5 4

SCHEDULE II.

THE presumed price of Cocoanuts, Arecanuts, Pepper and Paddy.

Produce.	Commutation price.			
	RS.	A.	P.	
Cocoanuts—				
(*a*) In localities unfavourably situated as regards markets	18	0	0	for a thousand.
(*b*) Elsewhere	20	0	0	
Arecanuts—				
(*a*) In localities unfavourably situated as regards markets	0	2	0	for a hundred.
(*b*) Elsewhere	0	2	6	
Pepper (*dry*)—	16	0	0	for a cwt.
	or 0	2	3	for a lb.
Paddy—				
(*a*) In the taluk of Ernad	139	0	0	for a garce.
(*b*) Do. of Walavanad ..	137	8	0	
(*c*) Do. of Palghat	136	0	0	
(*d*) Do. of Chirakkal	163	0	0	
(*e*) Do. of Ponnáni	148	0	0	
(*f*) Do. of Calicut	150	0	0	
(*g*) Do. of Kurumbranát ..	150	0	0	
(*h*) Do. of Kóttayam	155	0	0	

SCHEDULE III.

PRESUMED cost of cultivating a crop of Paddy, of cultivating Cocoanut trees, Arecanut trees, Pepper vines and Jack trees till they come into bearing, and of maintaining those trees and vines for a year when bearing.

(*a*) The cost of cultivating a crop of paddy is Rs. 9-8-0 for an acre.

(*b*) The cost of planting and cultivating a cocoanut tree, an arecanut tree, a jack tree and a standard of pepper vines until in bearing is as follows :—

	RS	A.	P.
Cocoanut tree	2	12	0
Arecanut tree when artificial irrigation is not necessary	0	2	6
Do. do. is necessary	0	12	0
Pepper vines (standard of)	0	3	6
Jack tree	2	10	0

(*c*) The cost of maintaining a cocoanut tree, an arecanut tree, a jack tree, and a standard of pepper vines for one year when in bearing is as follows :—

—	Cost of cultivation.			Assessment.			Total.		
	RS.	A.	P.	RS.	A.	P.	RS.	A.	P.
Cocoanut	0	2	6	0	1	3	0	3	9
Arecanut when artificial irrigation is not necessary.	0	0	2	0	0	4	0	0	6
Arecanut when artificial irrigation is necessary.	0	1	3	0	0	4	0	1	7
Jack	0	2	0	0	2	2	0	4	2
Pepper vine	0	0	6	*Nil.*			0	0	6

Schedule IV.

Presumptions as to the Compensation that should be awarded in certain cases.

Explanation.– (1) If the yield is greater than that shown in the tables of this schedule, the compensation to be awarded shall be that arrived at by calculation in accordance with the provisions of the Act.

(2) In estimating the increase in the annual net produce of the holding derivable from trees or plants which, by reason of immaturity, have as yet only come into partial bearing, a reasonable allowance shall be made for the probable future increase in the produce of such trees or plants.

(3) It has been found impossible to prepare useful tables for jack trees and paddy. The calculation of the compensation awarded for them must be left entirely to the courts.

Schedule IV, Table I.

Showing the Compensation to be paid for each Cocoanut, Arecanut and Jack tree and for each standard of Pepper vines which has not yet come into bearing.

Age in years.	Cocoanuts.	Age in years.	Arecanut, when artificial irrigation is		Age in years.	Jack.	Age in years.	Pepper.
			Necessary.	Not necessary.				
	Rs. A. P.		Rs. A. P.	Rs. A. P.		Rs. A. P.		Rs. A. P.
1	0 8 0	1	0 3 0	0 1 0	1	0 8 0	1	0 2 0
2	0 13 0	2	0 4 6	0 1 4	2	0 12 0	2	0 2 6
3	1 2 0	3	0 5 9	0 1 8	3	1 0 0	3	0 3 0
4	1 6 0	4	0 7 0	0 1 10	4	1 3 0	4	0 3 6
5	1 10 0	5	0 8 3	0 2 0	5	1 6 0	5	0 4 0
6	1 14 0	6	0 9 6	0 2 2	6	1 8 0	6	0 4 6
7	2 1 0	7	0 10 9	0 2 4	7	1 10 0	7	0 5 0
8	2 4 0	8	0 12 0	0 2 6	8	1 12 0	8	0 5 6
9	2 7 0	9	0 13 3	0 2 8	9	0 14 0	9	0 6 0
10	2 9 6	10	0 14 6	0 2 10	10	2 0 0		
11	2 12 0				11	2 2 0		
12	2 14 6				12	2 4 0		
13	3 1 0				13	2 6 0		
14	3 3 6				14	2 8 0		
15	3 6 0				15	2 10 0		

Schedule IV, Table II.

(1.)—Showing the Compensation to be awarded for Cocoanut trees having an estimated future fruitful life of from 1 to 50 years and an estimated future fruit-bearing capacity of from 1 to 100 nuts per annum, the commutation price paid being Rs. 20 for a thousand nuts, the rate of interest 6 per cent. per annum, the cost of maintaining the tree, inclusive of assessment, As. 3-9, the cost of bringing each tree into bearing Rs. 2-12-0, and the annual cost of maintaining the tree for one year.

Annual produce in nuts.	Price of nuts at Rs. 20 per 1,000.	Net value of the annual produce after deducting As. 3-9, being the cost of maintaining the tree for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.
1	2	3	4	5	6	7	8	9	10	11	12	13
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1	0 0 4	...	0 0 1	0 0 2	0 0 3		0 0 4	0 0 5	0 0 6	0 0 6	0 0 7	0 0 7
2	0 0 8	...	0 0 5	0 0 9	0 1 1		0 1 9	0 2 1	0 2 4	0 2 7	0 2 10	0 3 1
3	1 0 13	...	0 0 9	0 1 5	0 2 0		0 3 2	0 3 9	0 4 2	0 4 8	0 5 1	0 5 6
4	0 1 3	...	0 1 0	0 2 0	0 2 11		0 4 7	0 5 4	0 6 1	0 6 9	0 7 5	0 7 11
5	0 1 7	...	0 1 3	0 2 5	0 3 7		0 5 8	0 6 7	0 7 5	0 8 4	0 9 1	0 9 9
6	0 1 11	...	0 1 7	0 3 1	0 4 5		0 6 7	0 8 3	0 9 3	0 10 4	0 11 5	0 12 3
7	0 2 3	...	0 1 11	0 3 8	0 5 4		0 7 5	0 9 10	0 11 2	0 12 5	0 13 7	0 14 9
8	0 2 7	...	0 2 3	0 4 3	0 6 3		0 8 3	0 11 2	0 13 0	0 14 6	0 15 10	1 1 2
9	0 3 2	...	0 2 7	0 4 11	0 7 1		0 9 2	0 12 5	0 14 10	1 0 6	1 2 2	1 3 8
10	0 3 6	...	0 2 8	0 5 8	0 7 10		0 10 1	0 13 8	1 0 6	1 2 10	1 4 3	1 5 8
11	0 4 2	...	0 3 0	0 6 4	0 8 8		0 11 0	1 0 11	1 2 9	1 5 5	1 7 8	1 8 11
12	0 4 10	...	0 3 6	0 7 0	0 9 7		0 11 11	1 2 4	1 5 2	1 7 10	1 10 7	1 12 2
13	0 5 5	...	0 3 10	0 7 9	0 10 6		1 0 10	1 3 9	1 6 6	1 10 3	2 1 1	2 3 6
14	0 5 9	...	0 4 3	0 8 5	0 11 5		1 1 9	1 5 2	1 8 10	2 0 7	2 4 5	2 7 10
15	0 6 1	...	0 4 7	0 9 1	1 0 4		1 2 8	1 6 7	1 10 3	2 3 11	2 7 9	2 11 6
16	0 6 6	...	0 5 0	0 9 10	1 1 3		1 3 7	1 8 0	2 0 7	2 7 3	3 0 11	3 4 7
17	0 6 10	...	0 5 4	0 10 6	1 2 2		1 4 6	1 9 5	2 2 4	2 10 8	3 4 4	3 8 3
18	0 7 3	...	0 5 8	0 11 2	1 3 1		1 5 5	1 10 9	2 4 8	3 2 1	3 8 0	4 0 0
19	0 7 7	...	0 6 0	0 11 10	1 3 11		1 6 4	2 0 2	2 7 1	3 5 6	4 0 9	4 4 9
20	0 8 0	...	0 6 4	1 0 6	1 4 8		1 7 3	2 1 6	2 9 5	3 9 11	4 5 5	4 9 6
25	0 9 7	...	0 7 10	1 3 8	1 8 4		1 11 6	2 6 11	3 3 1	4 1 5	4 14 8	5 4 2
30	0 11 2	...	0 9 7	1 6 6	1 11 11		2 3 9	2 12 3	3 8 8	4 9 5	5 1 7	5 6 2
35	0 12 10	...	0 11 3	1 9 4	2 3 7		2 7 11	3 1 8	3 7 4	4 13 1	5 5 10	5 10 7
40	0 14 5	...	1 0 11	1 11 11	2 7 3		2 12 6	3 7 4	4 1 1	4 11 5	5 10 7	6 2 10
45	1 0 0	...	1 2 7	2 2 8	2 10 11		3 1 11	3 12 8	4 8 9	5 5 10	6 2 2	6 10 3
50	1 1 7	...	1 4 3	2 5 4	3 3 7		3 7 8	4 3 11	4 13 5	6 0 2	6 9 4	7 2 3
55	1 3 2	...	1 5 10	2 8 0	3 6 9		3 13 4	4 9 5	5 3 1	6 6 5	7 0 8	7 10 5
60	1 4 10	...	1 7 6	2 10 11	3 9 11		4 3 9	4 14 8	5 7 4	6 13 1	7 8 1	8 2 5
65	1 6 5	...	1 9 1	2 13 6	4 0 6		4 9 2	5 0 4	5 11 7	7 4 1	7 15 10	8 8 12
70	1 8 0	...	1 10 8	2 15 8	4 3 8		4 14 7	5 5 1	6 2 2	7 10 8	8 7 2	8 11 0
75	1 9 7	...	1 12 3	3 1 11	4 6 11		5 0 4	5 9 10	6 6 5	8 1 4	8 14 7	9 3 1
80	1 11 2	...	1 13 10	3 4 2	4 10 1		5 5 7	6 2 7	6 10 8	8 5 7	9 0 10	9 6 11
85	1 12 10	...	1 15 5	3 6 5	4 13 3		5 10 10	6 7 5	7 2 11	8 9 10	9 6 1	9 10 4
90	1 14 5	...	2 0 0	3 9 1	5 0 4		6 0 1	6 11 8	7 7 1	8 14 1	9 11 4	10 1 9
95	2 0 0	...	2 1 12	3 11 8	5 3 6		6 5 4	7 0 11	7 11 4	9 2 4	10 0 8	10 5 3
100		...	2 3 7	3 14 4	5 6 8		6 10 7	7 6 2	8 3 7	9 6 7	10 5 11	10 10 8

Explanation.—The gross value of the annual produce of trees, which produce less than twelve nuts, is less than the cost of maintenance including assessment, viz., As. 3-9. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than twelve nuts.

Schedule IV, Table II—*cont.*

(1.)—Showing the Compensation to be awarded for Cocoanut trees having an estimated future fruitful life of from 1 to 50 years and an estimated future fruit-bearing capacity of from 1 to 100 nuts per annum, the commutation price paid being Rs. 20 for a thousand nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing Rs. 2-12-0, and the annual cost of maintaining the tree, inclusive of assessment, As. 3-9—*cont.*

Annual produce in nuts.	Price of nuts at Rs. 20 per 1,000.	Net value of the annual produce after deducting As. 3-9, being the cost of maintaining the tree for one year.	12 years.	14 years.	16 years.	18 years.	20 years.	25 years.	30 years.	35 years.	40 years.	45 years.	50 years.
			14	15	16	17	18	19	20	21	22	23	24
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1 ..	0 0 4	..											
2 ..	0 0 8	..											
3 ..	0 1 0	..											
4 ..	0 1 3	..											
5 ..	0 1 7	..											
6 ..	0 1 11	..	*Explanation.*—The gross value of the annual produce of trees, which produce less than twelve nuts, is less than the cost of maintenance including assessment, viz., As. 3-9. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than twelve nuts.										
7 ..	0 2 3	..											
8 ..	0 2 7	..											
9 ..	0 2 11	..											
10 ..	0 3 2	..											
11 ..	0 3 6	..											
12 ..	0 3 10	0 0 1	0 0 8	0 0 9	0 0 10	0 0 11	0 0 11	0 1 1	0 1 2	0 1 2	0 1 3	0 1 3	0 1 4
13 ..	0 4 2	0 0 5	0 3 6	0 3 10	0 4 3	0 4 6	0 4 9	0 5 4	0 5 9	0 6 0	0 6 3	0 6 5	0 6 7
14 ..	0 4 6	0 0 9	0 6 3	0 7 0	0 7 7	0 8 1	0 8 7	0 9 7	0 10 4	0 10 10	0 11 3	0 11 7	0 11 10
15 ..	0 4 10	0 1 1	0 9 1	0 10 1	0 10 11	0 11 9	0 12 5	0 13 10	0 14 11	0 15 8	1 0 4	1 0 8	1 1 1
16 ..	0 5 1	0 1 4	0 11 3	0 12 5	0 13 5	0 14 5	0 15 4	1 1 0	1 2 4	1 3 4	1 4 1	1 4 7	1 5 0
17 ..	0 5 5	0 1 8	0 14 0	0 15 7	1 0 10	1 2 1	1 3 2	1 5 4	1 7 0	1 8 2	1 9 1	1 9 9	1 10 4
18 ..	0 5 9	0 2 0	1 0 9	1 2 7	1 4 3	1 5 8	1 6 11	1 9 7	1 11 6	1 13 0	1 14 1	1 14 11	1 15 6
19 ..	0 6 1	0 2 4	1 3 7	1 5 8	1 7 7	1 9 3	1 10 9	1 13 10	2 0 1	2 1 10	2 3 1	2 4 1	2 4 9
20 ..	0 6 5	0 2 8	1 6 4	1 8 10	1 11 0	1 12 11	1 14 7	2 2 2	2 4 9	2 6 8	2 8 1	2 9 3	2 10 6
25 ..	0 8 0	0 4 3	2 3 7	2 7 6	2 10 11	2 13 6	2 15 7	3 3 9	3 6 11	3 9 2	3 10 11	3 12 4	3 13 3
30 ..	0 9 7	0 5 10	2 15 8	3 3 8	3 7 2	3 10 5	3 13 2	4 2 11	4 7 3	4 10 5	4 12 10	4 14 8	5 0 0
35 ..	0 11 2	0 7 5	3 9 8	3 14 8	4 3 3	4 7 3	4 10 9	5 2 2	5 7 7	5 11 8	5 14 8	6 0 11	6 2 8
40 ..	0 12 10	0 9 1	4 4 1	4 10 4	4 15 10	5 4 9	5 9 2	6 2 1	6 8 10	6 13 9	7 1 6	7 4 3	7 6 5
45 ..	0 14 5	0 10 8	4 14 1	5 5 5	5 11 11	6 1 8	6 6 9	7 1 4	7 9 2	7 15 0	8 3 5	8 6 8	8 9 2
50 ..	1 0 0	0 12 3	5 8 0	6 0 5	6 7 10	6 14 5	7 4 5	8 0 5	8 9 5	9 0 2	9 5 3	9 9 0	9 11 10
55 ..	1 1 7	0 13 10	6 2 0	6 11 5	7 3 11	7 11 4	8 2 0	8 15 8	9 9 10	10 1 5	10 7 1	10 11 5	10 14 7
60 ..	1 3 2	0 15 5	6 11 11	7 6 5	7 15 11	8 8 2	8 15 8	9 14 10	10 10 2	11 2 8	11 8 11	11 13 8	12 1 3
65 ..	1 4 10	1 1 1	7 6 5	8 2 2	8 12 5	9 5 9	9 13 11	10 14 9	11 11 5	12 4 9	12 11 11	13 1 0	13 4 11
70 ..	1 6 5	1 2 8	8 0 5	8 13 2	9 8 6	10 2 8	10 11 7	11 14 0	12 11 9	13 6 0	13 13 8	14 3 5	14 7 8
75 ..	1 8 0	1 4 3	8 10 4	9 8 1	10 4 5	10 15 5	11 9 2	12 13 2	13 12 1	14 7 2	14 15 6	15 5 9	15 10 5
80 ..	1 9 7	1 5 10	9 4 4	10 3 3	11 0 5	11 12 4	12 6 10	13 12 4	14 12 5	15 8 5	16 1 5	16 8 2	16 13 2
85 ..	1 11 2	1 7 5	9 14 3	10 14 3	11 12 6	12 9 2	13 4 5	14 11 6	15 12 9	16 9 8	17 3 3	17 10 5	17 15 10
90 ..	1 12 10	1 9 1	10 8 8	11 9 10	12 9 1	13 6 8	14 2 9	15 11 6	16 14 0	17 11 9	18 6 1	18 13 9	19 3 6
95 ..	1 14 5	1 10 8	11 2 8	12 4 11	13 5 2	14 3 7	15 0 5	16 10 8	17 14 5	18 13 0	19 7 11	20 0 2	20 6 3
100 ..	2 0 0	1 12 3	11 12 8	12 15 11	14 1 1	15 0 5	15 14 0	17 9 10	18 14 8	19 14 2	20 9 10	21 2 6	21 8 11

Schedule IV, Table II.

(2.)—Showing the Compensation to be awarded for Cocoanut trees having an estimated future fruitful life of from 1 to 50 years and an estimated future fruit-bearing capacity of from 1 to 100 nuts per annum, the commutation price being Rs. 18 for a thousand nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing Rs. 2-12-0, and the annual cost of maintaining the tree inclusive of assessment, As. 3-9.

Annual produce in nuts.	Price of nuts at Rs. 18 per 1,000	Net value of the annual produce after deducting As. 3-9, being the cost of maintaining the tree for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.
1	2	3	4	5	6	7	8	9	10	11	12	13
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1	0 0 3	..										
2	0 0 7	..										
3	0 0 10	..										
4	0 1 2	..										
5	0 1 5	..										
6	0 1 9	..										
7	0 2 0	..	*Explanation.*—The gross value of the annual produce of trees, which produce less than fourteen nuts, is not greater than the cost of maintenance including assessment, viz., As. 3-9. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than fourteen nuts.									
8	0 2 4	..										
9	0 2 7	..										
10	0 2 11	..										
11	0 3 2	..										
12	0 3 5	..										
13	0 3 9	..										
14	0 4 0	0 0 3	0 0 3	0 0 6	0 0 8	0 0 10	0 1 1	0 1 3	0 1 5	0 1 7	0 1 8	0 1 10
15	0 4 4	0 0 7	0 0 7	0 1 1	0 1 7	0 2 0	0 2 5	0 2 11	0 3 3	0 3 7	0 4 0	0 4 3
16	0 4 7	0 0 10	0 0 10	0 1 6	0 2 3	0 2 11	0 3 6	0 4 2	0 4 7	0 5 2	0 5 8	0 6 1
17	0 4 11	0 1 2	0 1 1	0 2 2	0 3 1	0 4 1	0 4 11	0 5 9	0 6 6	0 7 3	0 8 0	0 8 7
18	0 5 2	0 1 5	0 1 4	0 2 7	0 3 9	0 4 11	0 6 0	0 7 0	0 7 11	0 8 10	0 9 8	0 10 5
19	0 5 6	0 1 9	0 1 8	0 3 3	0 4 8	0 6 1	0 7 5	0 8 8	0 9 9	0 10 11	0 11 11	0 12 10
20	0 5 9	0 2 0	0 1 11	0 3 8	0 5 4	0 6 11	0 8 5	0 9 10	0 11 2	0 12 5	0 13 7	0 14 9
25	0 7 2	0 3 5	0 3 3	0 6 3	0 9 1	0 11 10	0 14 5	1 0 10	1 3 1	1 5 3	1 7 3	1 9 2
30	0 8 8	0 4 11	0 4 8	0 9 0	0 13 1	1 1 0	1 4 8	1 8 3	1 11 5	1 14 6	2 1 5	2 4 2
35	0 10 1	0 6 4	0 5 11	0 11 7	1 0 11	1 5 11	1 10 8	1 15 2	2 3 4	2 7 4	2 11 1	2 13 11
40	0 11 6	0 7 9	0 7 4	0 14 3	1 4 9	1 10 10	2 0 8	2 6 2	2 11 3	2 15 2	3 2 6	3 5 9
45	0 13 0	0 9 3	0 8 9	1 1 0	1 8 9	2 0 0	2 7 0	2 13 2	3 1 9	3 6 2	3 10 2	3 14 1
50	0 14 5	0 10 8	0 10 1	1 3 7	1 12 6	2 5 0	2 12 8	3 2 5	3 7 8	3 12 8	4 1 5	4 5 11
55	0 15 10	0 12 1	0 11 4	1 6 2	2 0 4	2 9 10	3 1 2	3 7 7	3 13 8	4 3 3	4 8 9	4 13 8
60	1 1 3	0 13 6	0 12 8	1 8 9	2 4 1	2 14 2	3 5 8	3 12 10	4 3 6	4 9 11	4 15 11	5 5 6
65	1 2 9	0 15 0	0 14 2	1 11 6	2 8 1	3 2 0	3 10 5	4 2 4	4 9 10	5 0 11	5 7 6	5 13 10
70	1 4 2	1 0 5	0 15 6	1 14 1	2 11 10	3 5 8	3 14 11	4 7 7	4 15 9	5 7 5	5 14 9	6 5 8
75	1 5 7	1 1 10	1 0 11	2 0 8	2 14 9	3 9 5	4 3 5	4 12 10	5 5 8	5 14 1	6 6 0	6 13 5
80	1 7 0	1 3 3	1 2 2	2 3 4	3 1 7	3 13 0	4 7 11	5 2 0	5 11 8	6 4 8	6 13 2	7 5 3
85	1 8 6	1 4 9	1 3 7	2 6 1	3 4 7	4 0 11	4 12 7	5 7 7	6 1 11	6 11 8	7 4 10	7 13 8
90	1 9 11	1 6 2	1 4 10	2 8 8	3 7 5	4 4 7	5 1 0	5 12 9	6 7 10	7 2 2	7 12 2	8 5 5
95	1 11 4	1 7 7	1 6 3	2 11 3	3 10 4	4 8 3	5 5 6	6 2 0	6 13 9	7 8 10	8 3 4	8 13 2
100	1 12 10	1 9 1	1 7 8	2 13 6	3 13 4	4 12 2	5 10 3	6 7 6	7 4 1	7 15 10	8 11 0	9 5 5

Schedule IV, Table II—*cont.*

(2.)—Showing the Compensation to be awarded for Cocoanut trees having an estimated future fruitful life of from 1 to 50 years and an estimated future fruit-bearing capacity of from 1 to 100 nuts per annum, the commutation price being Rs. 18 for a thousand nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing Rs. 2–12–0, and the annual cost of maintaining the tree, inclusive of assessment, As. 3–9—*cont.*

Annual produce in nuts.	Price of nuts at Rs. 18 per 1,000.	Net value of the annual produce after deducting As. 3–9, being the cost of maintaining the tree for one year.	12 years.	14 years.	16 years.	18 years.	20 years.	25 years.	30 years.	35 years.	40 years.	45 years.	50 years.
			14	15	16	17	18	19	20	21	22	23	24
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1 ..	0 0 2	..	*Explanation.*—The gross value of the annual produce of trees, which produce less than fourteen nuts, is not greater than the cost of maintenance including assessment, viz., As. 3–9. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than fourteen nuts.										
2 ..	0 0 7	..											
3 ..	0 0 10	..											
4 ..	0 1 2	..											
5 ..	0 1 5	..											
6 ..	0 1 9	..											
7 ..	0 2 0	..											
8 ..	0 2 4	..											
9 ..	0 2 7	..											
10 ..	0 2 11	..											
11 ..	0 3 2	..											
12 ..	0 3 5	..											
13 ..	0 3 9	..											
14 ..	0 4 0	0 0 3	0 2 1	0 2 4	0 2 6	0 2 8	0 2 10	0 3 2	0 3 5	0 3 7	0 3 9	0 3 10	0 3 11
15 ..	0 4 4	0 0 7	0 4 10	0 5 5	0 5 11	0 6 4	0 6 8	0 7 6	0 8 1	0 8 5	0 8 9	0 9 0	0 9 3
16 ..	0 4 7	0 0 10	0 7 0	0 7 9	0 8 5	0 9 0	0 9 7	0 10 8	0 11 6	0 12 1	0 12 6	0 12 11	0 13 2
17 ..	0 4 11	0 1 2	0 9 10	0 10 11	0 11 9	0 12 8	0 13 5	0 14 11	1 0 1	1 0 11	1 1 7	1 2 0	1 2 5
18 ..	0 5 2	0 1 5	0 11 11	0 13 2	0 14 4	0 15 4	1 0 3	1 2 1	1 3 6	1 4 6	1 5 4	1 5 10	1 6 4
19 ..	0 5 6	0 1 9	0 14 8	1 0 4	1 1 6	1 2 11	1 4 1	1 6 4	1 8 1	1 9 4	1 10 4	1 11 0	1 11 7
20 ..	0 5 9	0 2 0	1 0 9	1 2 7	1 4 3	1 5 8	1 6 11	1 9 7	1 11 6	1 13 0	1 14 1	1 14 11	1 15 6
25 ..	0 7 2	0 3 5	1 12 8	1 15 9	2 2 7	2 5 0	2 7 2	2 11 8	2 14 4	3 0 2	3 1 7	3 2 7	3 3 5
30 ..	0 8 8	0 4 11	2 9 2	2 13 3	3 0 4	3 2 11	3 5 4	3 10 2	3 13 10	4 0 5	4 2 5	4 4 0	4 5 2
35 ..	0 10 1	0 6 4	3 2 11	3 7 2	3 11 0	3 14 5	4 1 6	4 7 8	4 12 5	4 15 11	5 2 5	5 4 5	5 5 11
40 ..	0 11 6	0 7 9	3 11 8	4 1 1	4 5 9	4 9 11	4 13 8	5 5 4	5 11 0	5 15 3	6 2 5	6 4 10	6 6 8
45 ..	0 13 0	0 9 3	4 5 2	4 11 6	5 1 1	5 6 1	5 10 7	6 3 8	6 10 6	6 15 7	7 3 5	7 6 2	7 8 4
50 ..	0 14 5	0 10 8	4 14 1	5 5 5	5 11 11	6 1 8	6 6 9	7 1 4	7 9 2	7 15 0	8 3 5	8 6 8	8 9 2
55 ..	0 15 10	0 12 1	5 6 11	5 15 2	6 6 7	6 13 2	7 2 11	7 14 11	8 7 9	8 14 5	9 3 5	9 7 1	9 9 11
60 ..	1 1 3	0 13 6	5 15 11	6 9 2	7 1 5	7 8 8	7 15 2	8 12 5	9 6 5	9 13 10	10 3 4	10 7 6	10 10 8
65 ..	1 2 9	0 15 0	6 9 4	7 3 7	7 12 8	8 4 10	8 12 1	9 10 10	10 5 11	10 14 2	11 4 3	11 8 11	11 12 4
70 ..	1 4 2	1 0 5	7 2 3	7 13 5	8 7 5	9 0 4	9 8 2	10 8 5	11 4 6	11 13 6	12 4 3	12 9 4	12 13 1
75 ..	1 5 7	1 1 10	7 11 2	8 7 5	9 2 2	9 11 10	10 4 5	11 5 11	12 3 2	12 13 0	13 4 3	13 9 9	13 13 10
80 ..	1 7 0	1 3 3	8 4 1	9 1 3	9 12 11	10 7 4	11 0 7	12 3 6	13 1 9	13 12 4	14 4 3	14 10 2	14 14 6
85 ..	1 8 6	1 4 9	8 13 5	9 11 8	10 8 3	11 3 6	11 13 6	13 1 11	14 1 3	14 12 8	15 5 2	15 11 7	16 0 4
90 ..	1 9 11	1 6 2	9 6 5	10 5 7	11 3 0	11 15 1	12 9 8	13 15 6	14 15 11	15 12 1	16 5 2	16 12 0	17 1 1
95 ..	1 11 4	1 7 7	9 15 3	10 15 5	11 13 9	12 10 7	13 5 10	14 13 2	15 14 6	16 11 5	17 5 2	17 12 5	18 1 10
100 ..	1 12 10	1 9 1	10 8 8	11 9 11	12 9 1	13 6 8	14 2 9	15 11 6	16 14 0	17 11 9	18 6 1	18 13 9	19 3 6

Schedule IV, Table III.

(1.)—Showing the compensation to be awarded for Arecanut trees having an estimated future fruitful life of from 1 to 35 years and an estimated future fruit-bearing capacity of from 1 to 400 nuts per annum, the commutation price being As. 2–6 for a hundred nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing As. 2–6 and the annual cost of maintaining the tree, inclusive of assessment, pies 6.

Annual produce in nuts.	Price of nuts at As. 2–6 per 100.	Net value of the annual produce after deducting pies 6, being the cost of maintaining the tree for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.	12 years.	14 years.	16 years.	18 years.	20 years.	25 years.	30 years.	35 years.
	Rs. A. P.	Rs. A. P.																		
1 to 20	Rs. A. P. 0 0 ½ to 0 0 6	*Nil.*	*Explanation.*—The gross value of the annual produce of trees, which produce less than 25 nuts, is not greater than the cost of maintenance including assessment, viz., pies 6. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than 25 nuts.																	
24 ..	0 0 7	0 0 1	0 0 1	0 0 2	0 0 3	0 0 3	0 0 4	0 0 5	0 0 6	0 0 6	0 0 7	0 0 7	0 0 8	0 0 9	0 0 10	0 0 11	0 1 1	0 1 2	0 1 2	0 1 2
30 ..	0 0 9	0 0 3	0 0 3	0 0 6	0 0 8	0 0 10	0 1 1	0 1 3	0 1 5	0 1 7	0 1 8	0 1 10	0 2 1	0 2 4	0 2 6	0 2 8	0 2 9	0 3 0	0 3 2	0 3 4
40 ..	0 1 0	0 0 6	0 0 6	0 0 11	0 1 4	0 1 9	0 2 1	0 2 6	0 2 8	0 2 11	0 3 2	0 3 5	0 3 9	0 4 2	0 4 5	0 4 8	0 4 11	0 5 5	0 5 10	0 6 1
50 ..	0 1 3	0 0 9	0 0 9	0 1 5	0 2 0	0 2 7	0 3 0	0 3 5	0 3 9	0 4 2	0 4 5	0 4 9	0 5 4	0 5 11	0 6 4	0 6 8	0 7 1	0 7 10	0 8 5	0 8 9
60 ..	0 1 6	0 1 0	0 0 11	0 1 10	0 2 8	0 3 3	0 3 10	0 4 4	0 4 10	0 5 4	0 5 9	0 6 2	0 6 11	0 7 8	0 8 2	0 8 9	0 9 3	0 10 2	0 10 11	0 11 6
70 ..	0 1 9	0 1 3	0 1 2	0 2 4	0 3 2	0 3 11	0 4 8	0 5 3	0 5 11	0 6 6	0 7 0	0 7 6	0 8 6	0 9 5	0 10 1	0 10 9	0 11 5	0 12 7	0 13 (	0 14 2
80 ..	0 2 0	0 1 6	0 1 5	0 2 8	0 3 8	0 4 7	0 5 5	0 6 2	0 6 11	0 7 8	0 8 4	0 8 11	0 10 1	0 11 2	0 12 (	0 12 10	0 13 7	0 15 0	1 0 ½	1 0 11
90 ..	0 2 3	0 1 9	0 1 8	0 3 1	0 4 2	0 5 2	0 6 2	0 7 2	0 7 11	0 8 10	0 9 7	0 10 3	0 11 8	0 12 11	0 13 11	0 14 10	0 15 8	1 1 5	1 2 8	1 3 8
100 ..	0 2 6	0 2 0	0 1 11	0 3 5	0 4 8	0 5 10	0 6 11	0 8 0	0 9 0	0 9 11	0 10 10	0 11 8	0 13 2	0 14 7	0 15 10	1 0 11	1 1 10	1 3 10	1 5 ;	1 6 5
110 ..	0 2 9	0 2 3	0 2 2	0 3 9	0 5 2	0 6 5	0 7 9	0 8 11	0 10 1	0 11 2	0 12 1	0 13 1	0 14 9	1 0 4	1 1 8	1 2 11	1 3 11	1 6 2	1 7 10	1 9 1
120 ..	0 3 0	0 2 6	0 2 5	0 4 1	0 5 8	0 7 2	0 8 6	0 9 11	0 11 1	0 12 3	0 13 5	0 14 5	1 0 4	1 2 1	1 3 8	1 4 11	1 6 2	1 8 8	1 10 ½	1 11 10
130 ..	0 3 3	0 2 9	0 2 8	0 4 5	0 6 2	0 7 9	0 9 4	0 10 10	0 12 2	0 13 5	0 14 8	0 15 10	1 1 11	1 3 10	1 5 6	1 6 11	1 8 3	1 10 0	1 13 (	1 14 6
140 ..	0 3 6	0 3 0	0 2 9	0 4 9	0 6 8	0 8 5	0 10 2	0 11 8	0 13 2	0 14 8	0 15 11	1 1 2	1 3 6	1 5 7	1 7 5	1 9 0	1 10 5	1 13 5	1 15 8	2 1 3
150 ..	0 3 9	0 3 3	0 2 11	0 5 2	0 7 2	0 9 1	0 10 11	0 12 8	0 14 3	0 15 10	1 1 2	1 2 7	1 5 1	1 7 4	1 9 3	1 11 0	1 12 7	1 15 9	2 2 2	2 3 11
160 ..	0 4 0	0 3 6	0 3 2	0 5 5	0 7 8	0 9 9	0 11 8	0 13 7	0 15 3	1 0 11	1 2 6	1 3 11	1 6 8	1 9 1	1 11 2	1 13 1	1 14 9	2 2 2	2 4 10	2 6 8
170 ..	0 4 3	0 3 9	0 3 4	0 5 10	0 8 2	0 10 5	0 12 6	0 14 6	1 0 4	1 2 2	1 3 9	1 5 4	1 8 2	1 10 10	1 13 1	1 15 1	2 0 11	2 4 7	2 7 5	2 9 5
180 ..	0 4 6	0 4 0	0 3 5	0 6 2	0 8 8	0 11 0	0 13 3	0 15 5	1 1 5	1 3 3	1 5 0	1 6 8	1 9 9	1 12 6	1 14 11	2 1 2	2 3 1	2 7 0	2 9 11	2 12 2
190 ..	0 4 9	0 4 3	0 3 8	0 6 6	0 9 2	0 11 8	0 14 1	1 0 4	1 2 5	1 4 5	1 6 3	1 8 1	1 11 4	1 14 3	2 0 10	2 3 2	2 5 2	2 9 5	2 12 6	2 14 10
200 ..	0 5 0	0 4 6	0 3 10	0 6 10	0 9 8	0 12 4	0 14 10	1 1 3	1 3 5	1 5 7	1 7 7	1 9 5	1 12 11	2 0 0	2 2 9	2 5 2	2 7 5	2 11 10	2 15 2	3 1 7
220 ..	0 5 6	0 5 0	0 4 2	0 7 6	0 10 8	0 13 8	1 0 5	1 3 1	1 5 7	1 7 11	1 10 2	1 12 3	2 0 1	2 3 6	2 6 6	2 9 3	2 11 8	3 0 7	3 4 3	3 7 0
240 ..	0 6 0	0 5 6	0 4 7	0 8 2	0 11 8	0 14 11	1 2 0	1 4 11	1 7 8	1 10 3	1 12 8	1 15 0	2 3 2	2 7 0	2 10 4	2 13 4	2 15 11	3 5 5	3 9 5	3 12 5
260 ..	0 6 6	0 6 0	0 4 10	0 8 11	0 12 8	1 0 2	1 3 7	1 6 4	1 9 9	1 12 7	1 15 3	2 1 9	2 6 5	2 10 5	2 14 2	3 1 5	3 4 3	3 10 2	3 14 7	4 11 1
280 ..	0 7 0	0 6 6	0 5 2	0 9 7	0 13 8	1 1 6	1 5 2	1 8 8	1 11 10	1 14 11	2 1 10	2 4 6	2 9 6	2 13 11	3 1 11	3 5 5	3 8 7	3 14 1	4 3 9	4 7 4
300 ..	0 7 6	0 7 0	0 5 7	0 10 3	0 14 8	1 2 10	1 6 9	1 10 5	1 13 11	2 1 3	2 4 4	2 7 3	2 12 8	3 1 5	3 5 8	3 9 6	3 12 10	4 3 9	4 8 11	4 12 9
320 ..	0 8 0	0 7 6	0 5 11	0 10 11	0 15 8	1 4 2	1 8 4	1 12 4	2 0 0	2 3 7	2 8 5	2 10 0	2 15 9	3 4 11	3 9 6	3 13 7	4 1 2	4 8 7	4 14 1	5 2 2
340 ..	0 8 6	0 8 0	0 6 4	0 11 8	1 0 8	1 5 5	1 9 11	1 14 2	2 2 2	2 5 10	2 9 5	2 12 10	3 2 11	3 8 5	3 13 3	4 1 7	4 5 5	4 13 4	5 3 2	5 7 8
360 ..	0 9 0	0 8 6	0 6 8	0 12 4	1 1 8	1 6 9	1 11 5	2 0 0	2 4 2	2 8 2	2 12 0	2 15 7	3 3 6	3 11 1	4 1 1	4 5 8	4 11 9	5 2 2	5 8 5	5 13 1
380 ..	0 9 6	0 9 0	0 7 0	0 13 0	1 2 8	1 8 0	1 13 1	2 1 10	2 6 4	2 10 7	2 14 7	3 2 4	3 9 2	3 15 5	4 4 10	4 9 8	4 14 1	5 6 11	5 3 7	6 2 6
400 ..	0 10 0	0 9 6	0 7 5	0 13 8	1 3 8	1 9 4	1 14 8	2 3 8	2 8 5	2 12 11	3 1 2	3 5 1	3 12 4	4 2 11	4 8 8	4 13 9	5 2 5	5 11 9	6 2 9	6 7 11

Schedule IV, Table III.

(2.)—Showing the Compensation to be awarded for Arecanut trees having an estimated future fruitful life of from 1 to 35 years and an estimated future fruit-bearing capacity of from 1 to 400 nuts per annum, the commutation price being As. 2 for a hundred nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing As. 2–6, and the annual cost of maintaining the tree, inclusive of assessment, pies 6.

Annual produce in nuts.	Price of nuts at As. 2 per 100.	Net value of the annual produce after deducting pies 6, being the cost of maintaining the tree for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.	12 years.	14 years.	16 years.	18 years.	20 years.	25 years.	30 years.	35 years.
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1 to 25	0 0 24/100 to 0 0 6	*Nil.*	*Explanation.*—The gross value of the annual produce of trees, which produce less than 26 nuts, is not greater than the cost of maintenance including assessment, viz., pies 6. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than 26 nuts.																	
30 ..	0 0 7	0 0 1	0 0 1	0 0 2	0 0 3	0 0 3	0 0 4	0 0 5	0 0 6	0 0 6	0 0 7	0 0 7	0 0 8	0 0 9	0 0 10	0 0 11	0 1 1	0 1 2	0 1 2	
40 ..	0 0 10	0 0 4	0 0 4	0 0 7	0 0 11	0 1 2	0 1 5	0 1 8	0 1 10	0 2 1	0 2 3	0 2 5	0 2 7	0 2 11	0 3 2	0 3 4	0 3 6	0 3 10	0 4 1	0 4 3
50 ..	0 1 0	0 0 6	0 0 6	0 0 11	0 1 4	0 1 9	0 2 1	0 2 6	0 2 8	0 2 11	0 3 2	0 3 5	0 3 9	0 4 2	0 4 5	0 4 8	0 4 11	0 5 5	0 5 10	0 6 1
60 ..	0 1 2	0 0 8	0 0 8	0 1 3	0 1 9	0 2 4	0 2 8	0 3 2	0 3 5	0 3 8	0 4 1	0 4 4	0 4 10	0 5 4	0 5 8	0 6 1	0 6 5	0 7 1	0 7 7	0 7 11
70 ..	0 1 5	0 0 11	0 0 11	0 1 8	0 2 5	0 3 0	0 3 6	0 4 1	0 4 5	0 4 11	0 5 4	0 5 8	0 6 5	0 7 0	0 7 8	0 8 1	0 8 6	0 9 5	0 10 2	0 10 7
80 ..	0 1 7	0 1 1	0 1 0	0 2 0	0 2 10	0 3 5	0 4 1	0 4 8	0 5 2	0 5 8	0 6 2	0 6 7	0 7 5	0 8 2	0 8 10	0 9 5	0 9 11	0 11 0	0 11 10	0 11 5
90 ..	0 1 10	0 1 4	0 1 3	0 2 5	0 3 4	0 4 2	0 4 11	0 5 5	0 6 2	0 6 11	0 7 8	0 8 4	0 8 11	0 10 1	0 11 2	0 12 0	0 12 10	0 13 7	0 15 0	1 0 11
100 ..	0 2 0	0 1 6	0 1 5	0 2 8	0 3 8	0 4 7	0 5 5	0 6 10	0 7 7	0 8 5	0 9 2	0 9 10	0 11 2	0 12 4	0 13 3	0 14 2	0 15 0	1 0 8	1 2 9	1 5 5
110 ..	0 2 2	0 1 8	0 1 7	0 2 11	0 3 11	0 5 0	0 5 11	0 6 10	0 7 7	0 8 8	0 9 7	0 10 5	0 11 2	0 12 8	0 14 0	0 15 2	1 0 2	1 1 2	1 3 0	1 6 2
120 ..	0 2 5	0 1 11	2 1 10	0 3 3	0 4 5	0 6 0	0 7 2	0 8 4	0 9 5	0 10 4	0 11 3	0 12 2	0 13 8	0 15 2	1 0 5	1 1 7	1 2 6	1 4 7	1 6 2	1 7 3
130 ..	0 2 7	0 2 1	0 2 0	0 3 6	0 4 10	0 6 0	0 7 2	0 8 0	0 9 3	0 10 5	0 11 6	0 12 6	0 13 6	0 15 4	1 0 11	1 2 4	1 3 7	1 4 8	1 7 0	1 8 8
140 ..	0 2 10	0 2 4	0 2 3	0 3 10	0 5 4	0 6 8	0 8 6	0 9 11	0 11 1	0 12 3	0 13 5	0 14 5	1 0 4	1 2 1	1 3 8	1 4 11	1 6 2	1 8 8	1 10 5	1 11 10
150 ..	0 3 0	0 2 6	0 2 5	0 4 1	0 5 8	0 7 2	0 8 10	0 10 6	0 11 9	0 13 0	0 14 3	0 15 5	1 1 5	1 3 3	1 4 11	1 6 4	1 7 7	1 10 5	1 12 7	1 13 8
160 ..	0 3 2	0 2 8	0 2 7	0 4 4	0 5 11	0 7 7	0 9 0	0 10 6	0 11 5	0 12 10	0 14 2	0 15 6	1 0 9	1 2 11	1 4 11	1 6 10	1 8 4	1 9 8	1 12 8	1 14 9
170 ..	0 3 5	0 2 11	0 2 9	0 4 8	0 6 5	0 8 2	0 9 10	0 11 5	0 12 10	0 14 2	0 15 6	1 0 9	1 2 11	1 4 11	1 6 10	1 8 4	1 9 8	1 11 2	1 14 2	2 0 6
180 ..	0 3 7	0 3 1	0 2 10	0 4 11	0 6 10	0 8 8	0 10 5	0 12 0	0 13 7	0 15 0	1 0 5	1 1 8	1 4 0	1 6 2	1 8 0	1 9 11	1 11 8	1 13 4	2 0 7	2 3 1
190 ..	0 3 10	0 3 4	0 3 0	0 5 2	0 7 4	0 9 4	0 11 2	0 12 11	0 14 7	1 0 2	1 1 8	1 3 0	1 5 8	1 7 11	1 9 1	1 11 2	1 13 1	1 14 9	2 2 2	2 4 10
200 ..	0 4 0	0 3 6	0 3 2	0 5 5	0 7 8	0 9 9	0 11 8	0 13 7	0 15 3	1 0 11	1 2 6	1 3 11	1 6 8	1 9 3	1 11 11	1 14 5	2 0 5	2 2 4	2 6 2	2 8 5
220 ..	0 4 5	0 3 11	0 3 5	0 6 0	0 8 5	0 10 10	0 13 0	0 15 2	1 1 0	1 2 11	1 4 8	1 6 8	1 8 6	1 11 11	1 14 10	2 1 5	2 3 10	2 5 11	2 10 2	2 13 5
240 ..	0 4 10	0 4 4	0 3 10	0 6 7	0 9 4	0 11 11	0 13 7	1 0 8	1 2 9	1 4 10	1 6 8	1 8 5	1 10 5	1 13 11	2 1 2	2 4 0	2 6 7	2 8 10	2 13 5	3 0 11
260 ..	0 5 2	0 4 8	0 3 11	0 7 1	0 9 11	0 12 9	0 15 4	1 1 11	1 5 11	1 8 4	1 10 7	1 12 8	1 15 0	2 0 7	2 4 1	2 7 2	2 9 11	2 12 4	3 1 5	3 5 2
280 ..	0 5 7	0 5 1	0 4 3	0 7 8	0 10 10	0 13 10	1 0 8	1 3 5	1 7 3	1 10 3	1 12 8	1 15 0	2 3 2	2 7 0	2 10 4	2 13 4	2 15 11	3 3 5	3 9 5	3 12 5
300 ..	0 6 0	0 5 6	0 4 7	0 8 2	0 11 8	0 14 11	1 2 0	1 4 11	1 7 8	1 10 9	1 12 2	1 14 10	2 1 4	2 5 10	2 9 11	2 13 6	3 0 8	3 3 6	3 9 5	4 0 11
320 ..	0 6 5	0 5 11	0 4 11	0 8 9	0 12 5	1 0 0	1 3 4	1 6 6	1 9 5	1 12 2	1 14 2	2 0 11	2 3 7	2 8 6	2 12 9	3 0 8	3 4 1	3 7 2	3 13 4	4 2 0
340 ..	0 6 10	0 6 4	0 5 1	0 9 4	0 13 4	1 1 1	1 4 8	1 8 0	1 11 2	1 14 2	2 0 11	2 3 7	2 5 5	2 10 7	2 15 2	3 3 2	3 6 10	4 0 7	4 5 6	4 9 2
360 ..	0 7 2	0 6 8	0 5 4	0 9 10	0 13 11	1 1 11	1 5 8	1 9 3	1 12 6	1 15 8	2 2 8	2 4 9	2 7 8	2 13 2	3 2 6	3 6 4	3 10 2	3 13 6	4 3 11	4 9 9
380 ..	0 7 7	0 7 1	0 5 8	0 10 5	0 14 11	1 3 0	1 7 0	1 10 9	1 14 4	2 1 8	2 4 9	2 7 11	2 10 0	2 15 9	3 3 5	3 7 1	3 13 7	4 1 2	4 8 7	4 14 1
400 ..	0 8 0	0 7 6	0 5 11	0 10 11	0 15 8	1 4 2	1 8 4	1 12 4	2 0 0	2 3 7	2 8 5	2 10 2	2 13 11	3 1 6	3 7 11	3 13 8	4 2 10	4 7 4	4 11 5	5 3 8

(3.)—Showing the Compensation to be awarded for Arecanut trees having an estimated future fruitful life of from 1 to 35 years and an estimated future fruit-bearing capacity of from 1 to 400 nuts per annum, the commutation price being As. 2–6 for a hundred nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing (with artificial irrigation) As. 12, and the annual cost of maintaining the tree, inclusive of assessment, An. 1 pies 7.

Annual produce in nuts.	Price of nuts at As. 2–6 per 100.	Net value of the annual produce after deducting An. 1 pies 7, being the cost of maintaining the tree for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.	12 years.	14 years.	16 years.	18 years.	20 years.	25 years.	30 years.	35 years.
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1 to 60	0 0 8/10 to 0 1 6	*Nil.*	*Explanation.*—The gross value of the annual produce of trees, which produce less than 64 nuts, is less than the cost of maintenance including assessment, viz., An. 1 pies 7. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than 64 nuts.																	
70 ..	0 1 9	0 0 2	0 0 2	0 0 4	0 0 5	0 0 7	0 0 8	0 0 10	0 0 11	0 1 0	0 1 2	0 1 3	0 1 5	0 1 7	0 1 8	0 1 10	0 1 11	0 2 2	0 2 4	0 2 5
80 ..	0 2 0	0 0 5	0 0 5	0 0 9	0 1 1	0 1 5	0 1 8	0 2 1	0 2 4	0 2 7	0 2 10	0 3 1	0 3 6	0 3 10	0 4 3	0 4 6	0 4 9	0 5 4	0 5 9	0 6 0
90 ..	0 2 3	0 0 8	0 1 3	0 1 9	0 2 4	0 2 9	0 3 4	0 3 11	0 4 1	0 4 7	0 4 11	0 5 4	0 5 7	0 6 3	0 6 9	0 7 3	0 7 8	0 8 3	0 8 7	0 9 3
100 ..	0 2 6	0 0 11	0 0 11	0 1 8	0 2 5	0 3 2	0 3 10	0 4 7	0 5 1	0 5 8	0 6 3	0 6 9	0 7 8	0 8 6	0 9 4	0 9 11	0 10 6	0 11 9	0 12 6	0 12 11
110 ..	0 2 9	0 1 2	0 1 1	0 2 2	0 3 1	0 4 1	0 4 11	0 5 9	0 6 6	0 7 3	0 8 0	0 8 7	0 9 10	0 10 11	0 11 9	0 12 6	0 13 1	0 14 2	0 15 1	0 15 8
120 ..	0 3 0	0 1 5	0 1 4	0 2 7	0 3 9	0 4 11	0 6 0	0 7 0	0 7 11	0 8 10	0 9 8	0 10 5	0 11 11	0 12 11	0 13 9	0 14 6	0 15 2	1 0 7	1 1 8	1 2 5
130 ..	0 3 3	0 1 8	0 1 7	0 3 1	0 4 5	0 5 10	0 7 0	0 8 3	0 9 3	0 10 4	0 11 5	0 12 2	0 13 6	0 14 8	0 15 5	1 0 7	1 1 5	1 3 0	1 4 3	1 5 2
140 ..	0 3 6	0 1 11	0 1 10	0 3 6	0 5 1	0 6 8	0 8 1	0 9 6	0 10 8	0 11 11	0 12 10	0 13 7	0 15 1	1 0 5	1 1 7	1 2 7	1 3 6	1 5 5	1 6 10	1 7 10
150 ..	0 3 9	0 2 2	0 2 1	0 4 0	0 5 9	0 7 6	0 9 1	0 10 8	0 12 1	0 13 1	0 14 1	0 15 0	1 0 8	1 2 2	1 3 5	1 4 8	1 5 8	1 7 10	1 9 5	1 10 7
160 ..	0 4 0	0 2 5	0 2 4	0 4 5	0 6 5	0 8 4	0 10 2	0 11 11	0 13 2	0 14 3	0 15 4	1 0 5	1 2 2	1 3 10	1 5 5	1 6 8	1 7 9	1 10 2	1 11 11	1 13 3
170 ..	0 4 3	0 2 8	0 2 7	0 4 11	0 7 1	0 9 3	0 11 2	0 12 11	0 14 2	0 15 5	1 0 8	1 1 9	1 3 9	1 5 8	1 7 3	1 8 8	1 9 11	1 12 8	1 14 7	2 0 0
180 ..	0 4 6	0 2 11	0 2 10	0 5 4	0 7 9	0 10 1	0 12 2	0 13 10	0 15 2	1 0 7	1 1 11	1 3 2	1 5 4	1 7 4	1 9 2	1 10 8	1 12 1	1 15 0	2 1 2	2 2 8
190 ..	0 4 9	0 3 2	0 3 0	0 5 10	0 8 5	0 11 0	0 13 0	0 14 8	1 0 3	1 1 9	1 3 2	1 4 6	1 6 11	1 9 2	1 11 0	1 12 9	1 14 3	2 1 5	2 3 9	2 5 5
200 ..	0 5 0	0 3 5	0 3 3	0 6 3	0 9 1	0 11 10	0 13 10	0 15 8	1 1 10	1 2 11	1 4 5	1 5 11	1 8 6	1 10 10	1 12 11	1 14 9	2 0 5	2 3 9	2 6 4	2 8 2
220 ..	0 5 6	0 3 11	0 3 9	0 7 2	0 10 5	0 13 2	0 15 5	1 1 6	1 3 5	1 5 3	1 7 0	1 8 8	1 11 8	1 14 4	2 0 9	2 2 10	2 4 8	2 8 7	2 11 6	2 13 7
240 ..	0 6 0	0 4 5	0 4 2	0 8 1	0 11 9	0 14 5	1 0 11	1 3 4	1 5 6	1 7 7	1 9 6	1 11 5	1 14 9	2 1 9	2 4 6	2 6 11	2 9 0	2 13 5	3 0 8	3 3 0
260 ..	0 6 6	0 4 11	0 4 8	0 9 0	0 12 10	0 15 9	1 2 6	1 5 2	1 7 7	1 9 11	1 12 1	1 14 2	2 1 11	2 5 3	2 8 4	2 10 11	2 13 4	3 2 2	3 10 11	3 13 11
280 ..	0 7 0	0 5 5	0 5 2	0 9 11	0 13 10	1 1 1	1 4 2	1 7 0	1 9 8	1 12 3	1 14 8	2 0 11	2 5 1	2 8 9	2 12 1	2 15 0	3 1 7	3 6 11	3 10 11	3 13 11
300 ..	0 7 6	0 5 11	0 5 8	0 10 10	0 14 10	1 2 5	1 5 8	1 8 11	1 11 9	1 14 7	2 1 2	2 3 8	2 8 2	2 12 3	2 15 11	3 3 1	3 5 11	3 11 9	4 0 2	4 3 4
320 ..	0 8 0	0 6 5	0 6 0	0 11 9	0 15 10	1 3 8	1 7 3	1 10 9	1 13 11	2 0 11	2 3 9	2 6 5	2 11 5	2 15 8	3 3 8	3 7 2	3 10 2	4 0 6	4 5 3	4 8 9
340 ..	0 8 6	0 6 11	0 6 6	0 12 6	1 0 10	1 4 11	1 8 10	1 12 7	1 15 11	2 3 2	2 6 4	2 9 2	2 14 6	3 3 2	3 7 6	3 11 2	3 14 6	4 5 4	4 10 5	4 14 2
360 ..	0 9 0	0 7 5	0 7 0	0 13 2	1 1 11	1 6 3	1 10 5	1 14 5	2 2 1	2 5 7	2 8 10	2 11 11	3 1 8	3 6 8	3 11 9	3 15 3	4 2 9	4 10 2	4 15 7	5 3 8
380 ..	0 9 6	0 7 11	0 7 6	0 13 11	1 2 11	1 7 7	1 12 0	2 0 3	2 4 2	2 7 11	2 11 5	2 14 8	3 4 9	3 10 2	3 15 1	4 3 4	4 7 1	4 14 11	5 4 9	5 9 1
400 ..	0 10 0	0 8 5	0 8 0	0 14 7	1 3 11	1 8 11	1 13 7	2 2 1	2 6 3	2 10 2	2 13 11	3 1 6	3 7 11	3 13 8	4 2 10	4 7 4	4 11 5	5 3 8	5 9 11	5 14 6

Schedule IV, Table III.

(4.)—Showing the Compensation to be awarded for Arecanut trees having an estimated future fruitful life of [from 1 to 35 years and an estimated future fruit-bearing capacity of from 1 to 400 nuts per annum, the commutation price being As. 2 for a hundred nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing (with artificial irrigation) As. 12 and the annual cost of maintaining the tree, inclusive of assessment, An. 1 pies 7.

Annual produce in nuts.	Price of nuts at As. 2 per 100.	Net value of the annual produce after deducting An. 1 pies 7, being the cost of maintaining the tree for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	2 years.	10 years.	12 years.	14 years.	16 years.	18 years.	20 years.	25 years.	30 years.	35 years.
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1 to 80	0 0 $\frac{24}{100}$ to 0 1 7	*Nil.*	*Explanation.*—The gross value of the annual produce of trees, which produce lees than 80 nuts, is less than the cost of maintenance including assessment, viz., An. 1 pies 7. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than 80 nuts.																	
90 ..	0 1 10	0 0 3	0 0 3	0 0 6	0 0 8	0 0 10	0 1 1	0 1 3	0 1 5	0 1 7	0 1 8	0 1 10	0 2 1	0 2 4	0 2 6	0 2 8	0 2 10	0 3 2	0 3 5	0 3 7
100 ..	0 2 0	0 0 5	0 0 5	0 0 9	0 1 1	0 1 5	0 1 9	0 2 1	0 2 4	0 2 7	0 2 10	0 3 1	0 3 6	0 3 10	0 4 3	0 4 6	0 4 9	0 5 4	0 5 9	0 6 0
110 ..	0 2 2	0 0 7	0 0 7	0 1 1	0 1 7	0 2 0	0 2 5	0 2 11	0 3 3	0 3 7	0 4 0	0 4 3	0 4 10	0 5 5	0 5 11	0 6 4	0 6 8	0 7 6	0 8 1	0 8 5
120 ..	0 2 5	0 0 10	0 0 10	0 1 6	0 2 3	0 2 11	0 3 6	0 4 2	0 4 7	0 5 2	0 5 8	0 6 1	0 7 0	0 7 9	0 8 5	0 9 0	0 9 7	0 10 8	0 11 6	0 12 1
130 ..	0 2 7	0 1 0	0 0 11	0 1 10	0 2 8	0 3 6	0 4 3	0 4 11	0 5 7	0 6 3	0 6 10	0 7 4	0 8 5	0 9 4	0 10 1	0 10 10	0 11 6	0 12 7	0 13 4	0 13 11
140 ..	0 2 10	0 1 3	0 1 2	0 2 4	0 3 4	0 4 4	0 5 4	0 6 2	0 7 0	0 7 10	0 8 6	0 9 2	0 10 6	0 11 8	0 12 5	0 13 2	0 13 9	0 14 11	0 15 11	1 0 7
150 ..	0 3 0	0 1 5	0 1 4	0 2 7	0 3 9	0 4 11	0 6 0	0 7 0	0 7 11	0 8 10	0 9 8	0 10 5	0 11 11	0 12 11	0 13 9	0 14 6	0 15 2	1 0 7	1 1 8	1 2 5
160 ..	0 3 2	0 1 7	0 1 6	0 2 11	0 4 3	0 5 6	0 6 8	0 7 10	0 8 10	0 9 10	0 10 10	0 11 7	0 12 11	0 14 1	0 15 0	0 15 11	1 0 8	1 2 2	1 3 5	1 4 2
170 ..	0 3 5	0 1 10	0 1 9	0 3 4	0 4 11	0 6 5	0 7 9	0 9 1	0 10 2	0 11 5	0 12 5	0 13 1	0 14 7	0 15 10	1 0 11	1 1 11	1 2 10	1 4 7	1 5 11	1 6 11
180 ..	0 3 7	0 2 0	0 1 11	0 3 8	0 5 4	0 6 11	0 8 5	0 9 10	0 11 2	0 12 4	0 13 2	0 14 1	0 15 7	1 0 11	1 2 2	1 3 3	1 4 2	1 6 2	1 7 8	1 8 9
190 ..	0 3 10	0 2 3	0 2 2	0 4 2	0 6 0	0 7 9	0 9 6	0 11 1	0 12 5	0 13 6	0 14 5	0 15 5	1 1 2	1 2 8	1 4 1	1 5 3	1 6 4	1 8 7	1 10 2	1 11 5
200 ..	0 4 0	0 2 5	0 2 4	0 4 5	0 6 5	0 8 4	0 10 2	0 11 11	0 13 2	0 14 3	0 15 4	1 0 5	1 2 2	1 3 10	1 5 5	1 6 8	1 7 9	1 10 2	1 11 11	1 13 3
220 ..	0 4 5	0 2 10	0 2 9	0 5 2	0 7 7	0 9 10	0 11 11	0 13 6	0 14 10	1 0 2	1 1 5	1 2 8	1 4 10	1 6 9	1 8 6	1 10 0	1 11 5	1 14 2	2 0 1	2 1 10
240 ..	0 4 10	0 3 3	0 3 1	0 6 0	0 8 8	0 11 3	0 13 4	0 15 0	1 0 8	1 2 2	1 3 7	1 4 11	1 7 5	1 9 8	1 11 8	1 13 5	1 14 11	2 2 2	2 4 7	2 6 4
260 ..	0 5 2	0 3 7	0 3 5	0 6 7	0 9 7	0 12 4	0 14 4	1 0 3	1 2 0	1 3 8	1 5 4	1 6 9	1 9 6	1 12 0	1 14 2	2 0 2	2 1 10	2 5 5	2 8 1	2 9 11
280 ..	0 5 7	0 4 0	0 3 9	0 7 4	0 10 8	0 13 5	0 15 8	1 1 9	1 3 9	1 5 8	1 7 5	1 9 1	1 12 2	1 14 11	2 1 4	2 3 6	2 5 5	2 9 5	2 12 4	2 14 6
300 ..	0 6 0	0 4 5	0 4 2	0 8 1	0 11 9	0 14 5	1 0 11	1 3 4	1 5 6	1 7 7	1 9 6	1 11 5	1 14 9	2 1 9	2 4 6	2 6 11	2 9 0	2 13 5	3 0 8	3 3 0
320 ..	0 6 5	0 4 10	0 4 7	0 8 10	0 12 8	0 15 7	1 2 3	1 4 11	1 7 2	1 9 6	1 11 8	1 13 8	2 1 5	2 4 8	2 7 8	2 10 3	2 12 8	3 1 5	3 4 11	3 7 7
340 ..	0 6 10	0 5 3	0 5 0	0 9 8	0 13 6	1 0 8	1 3 8	1 6 5	1 9 0	1 11 6	1 13 9	2 0 0	2 4 0	2 7 8	2 10 9	2 13 8	3 0 2	3 5 4	3 9 2	3 12 1
360 ..	0 7 2	0 5 7	0 5 4	0 10 3	0 14 2	1 1 6	1 4 8	1 7 8	1 10 5	1 13 0	1 15 6	2 1 10	2 6 1	2 9 11	2 13 4	3 0 5	3 3 0	3 8 7	3 12 8	3 15 4
380 ..	0 7 7	0 6 0	0 5 7	0 11 0	0 15 0	1 2 7	1 5 11	1 9 2	1 12 2	1 14 11	2 1 8	2 4 2	2 8 9	2 12 10	3 0 6	3 3 9	3 6 8	3 12 6	4 0 11	4 4 3
400 ..	0 8 0	0 6 5	0 6 0	0 11 9	0 15 10	1 3 8	1 7 3	1 10 9	1 13 11	2 0 11	2 8 9	2 6 5	2 11 5	2 15 8	3 3 8	3 7 2	3 10 2	4 0 6	4 5 3	4 8 9

Schedule IV, Table IV.

Showing the Compensation to be awarded for standards of Pepper vines having an estimated future fruitful life of from 1 to 30 years and an estimated future fruit-bearing capacity of from $\frac{1}{4}$ lb. to 12 lb. weight of dry pepper per annum, the commutation price being As. 2–3 for a lb. weight of dry pepper, the rate of interest 6 per cent. per annum, the cost of bringing each standard into bearing As. 3–6, and the annual cost of maintaining it pies 6.

Annual produce in lb.	Price of the produce at As. 2–3 per lb.	Net value of the annual produce after deducting pies 6, being the cost of maintaining the standard for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.	12 years.	14 years.	16 years.	18 years	20 years.	25 years.	30 years.
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
$\frac{1}{4}$ ..	0 0 7	0 0 1	0 0 1	0 0 2	0 0 3	0 0 3	0 0 4	0 0 5	0 0 6	0 0 6	0 0 7	0 0 7	0 0 8	0 0 9	0 0 10	0 0 11	0 0 11	0 1 1	0 1 2
$\frac{1}{2}$ ..	0 1 2	0 0 8	0 0 8	0 1 3	0 1 9	0 2 4	0 2 9	0 3 4	0 3 8	0 3 11	0 4 4	0 4 7	0 5 1	0 5 7	0 6 4	0 6 8	0 7 4	0 7 10		
$\frac{3}{4}$ ..	0 1 8	0 1 2	0 1 1	0 2 2	0 3 1	0 3 11	0 4 7	0 5 2	0 5 9	0 6 4	0 6 11	0 7 4	0 8 3	0 9 1	0 9 8	0 10 5	0 11 1	0 11 11	1 1 8	1 2 11
1 ..	0 2 3	0 1 9	0 1 8	0 3 3	0 4 5	0 5 5	0 6 5	0 7 5	0 8 2	0 9 1	0 9 10	0 10 6	0 11 11	0 13 2	0 14 2	0 15 1	0 15 11	1 1 8	1 2 11	1 3 8
$1\frac{1}{2}$ ..	0 3 5	0 2 11	0 2 10	0 4 11	0 6 8	0 8 5	0 10 1	0 11 8	0 13 1	0 14 5	0 15 9	1 1 0	1 3 2	1 5 2	1 7 1	1 8 7	1 9 11	1 12 11	1 15 0	1 17 1
2 ..	0 4 6	0 4 0	0 3 8	0 6 5	0 8 11	0 11 3	0 13 6	0 15 8	1 1 8	1 3 6	1 5 3	1 7 0	1 10 0	1 12 9	1 15 2	2 1 5	2 3 4	2 7 3	2 10 2	2 13 1
$2\frac{1}{2}$ ..	0 5 8	0 5 2	0 4 7	0 8 0	0 11 2	0 14 4	1 1 2	1 3 11	1 6 6	1 8 11	1 11 3	1 13 5	2 1 5	2 4 11	2 8 0	2 10 11	2 13 4	3 2 5	3 6 3	3 9 11
3 ..	0 6 9	0 6 3	0 5 3	0 9 6	0 13 5	1 1 1	1 4 8	1 7 11	1 11 1	1 14 0	2 0 9	2 3 5	2 8 2	2 12 5	3 0 3	3 3 8	3 6 8	3 12 9	4 1 5	4 5 1
$3\frac{1}{2}$ ..	0 7 11	0 7 5	0 6 2	0 11 1	0 15 9	1 4 2	1 8 4	1 12 3	1 15 11	2 3 5	2 6 8	2 9 10	2 15 6	3 4 7	3 9 2	3 13 2	4 0 8	4 8 0	4 13 5	5 1 10
4 ..	0 9 0	0 8 6	0 6 11	0 12 7	1 1 11	1 7 0	1 11 8	2 0 3	2 4 5	2 8 5	2 12 3	2 15 10	3 6 4	3 12 2	4 1 4	4 5 11	4 10 0	5 2 5	5 8 2	5 13 10
5 ..	0 11 3	0 10 9	0 8 6	0 15 8	1 6 5	1 12 10	2 2 10	2 8 7	2 13 10	3 2 11	3 7 8	3 12 3	4 4 5	4 11 10	5 2 5	5 8 2	5 13 4	6 7 11	6 15 11	7 5 10
6 ..	0 13 6	0 13 0	0 10 0	1 2 9	1 10 11	2 2 8	2 9 11	3 0 10	3 7 4	3 13 5	4 3 2	4 8 8	5 2 8	5 11 6	6 3 5	6 10 5	7 0 8	7 13 6	8 7 1	9 0 8
7 ..	0 15 9	0 15 3	0 11 8	1 5 11	1 15 5	2 8 6	3 1 1	3 9 2	4 0 9	4 7 11	4 14 8	5 5 1	6 0 9	6 11 2	7 4 5	7 12 8	8 4 1	9 3 1	9 14 4	10 11 7
8 ..	1 2 0	1 1 6	0 13 3	1 8 11	2 3 11	2 14 6	3 8 2	4 1 5	4 10 2	5 2 5	5 10 2	6 1 5	6 14 11	7 10 11	8 5 6	8 15 0	9 7 5	10 8 8	11 5 7	12 2 6
9 ..	1 4 3	1 3 9	0 14 11	1 12 1	2 8 5	3 4 2	3 15 4	4 9 9	5 3 6	5 12 11	6 5 8	6 13 11	7 13 1	8 10 8	9 6 7	10 1 3	10 10 9	11 14 2	12 12 10	13 11 3
10 ..	1 6 6	1 6 0	1 0 5	1 15 2	2 12 11	3 10 0	4 6 5	5 2 0	5 13 0	6 7 4	7 1 2	7 10 4	8 11 3	9 10 3	10 7 8	11 3 7	11 14 2	13 3 9	14 4 0	15 4 8
11 ..	1 8 9	1 8 3	1 2 1	2 2 3	3 1 6	3 15 11	4 13 6	5 10 4	6 6 5	7 1 10	7 12 7	8 6 9	9 9 5	10 9 11	11 8 8	12 5 9	13 1 5	14 9 4	15 11 2	17 0 11
12 ..	1 11 0	1 10 6	1 3 8	2 5 4	3 6 0	4 5 9	5 4 7	6 2 8	6 15 10	7 12 2	8 8 1	9 3 2	10 7 6	11 9 8	12 9 9	13 8 1	14 4 10	15 14 11	17 2 6	18 11 1

Government of Fort St. George.

LEGISLATIVE DEPARTMENT.

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BILL

TO

Secure to tenants in the Malabar District Compensation for Improvements.

(The Hon'ble Mr. H. M. Winterbotham.)

(Introduced 1898.)

[150—16-12-98.]

Superseded by copies dated 24-8-99.

Proceedings of a Meeting of the Council of the Governor of Fort St. George assembled for the purpose of making Laws and Regulations under the provisions of the Acts of Parliament, 24 and 25 Victoria, Cap. 67, and 55 and 56 Victoria, Cap. 14.

The Council met at the Council Chamber in Fort St. George, at 12 o'clock noon, on Tuesday the 24th day of January 1899.

PRESENT:

His Excellency the GOVERNOR OF MADRAS, G.C.M.G., G.C.I.E.—*Presiding.*
The Hon'ble Mr. A. T. ARUNDEL, C.S.I.
The Hon'ble Mr. H. M. WINTERBOTHAM.
The Hon'ble M.R.Ry. P. RANGAYYA NAYUDU Garu.
The Hon'ble M.R.Ry. N. SUBBA RAO PANTULU Garu, B.A., B.L.
The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR Avargal, B.A.
The Hon'ble M.R.Ry. C. JAMBULINGAM MUDALIYAR Avargal, B.A., M.L., Rao Bahadur.
The Hon'ble M.R.Ry. P. RATNASABHAPATI PILLAI Avargal, B.A.
The Hon'ble Mr. G. H. STUART.
The Hon'ble M.R.Ry. S. SHANKARA SUBBAYAR Avargal, C.I.E.
The Hon'ble GHULAM MUHAMMAD SAHIB BAHADUR.
The Hon'ble Mr. C. A. WHITE (Advocate-General.)
The Hon'ble M.R.Ry. V. BHASHYAM AIYANGAR Avargal, B.A., B.L., C.I.E., Diwan Bahadur.
The Hon'ble Mr. J. STURROCK.
The Hon'ble the RAJA OF BOBBILI, K.C.I.E.
The Hon'ble Mr. G. STOKES.
The Hon'ble Mr. G. S. FORBES.
The Hon'ble Lieut-Colonel Sir GEORGE MOOKE, *Kt.*, C.I.E.
The Hon'ble Mr. S. R. TURNBULL.
The Hon'ble Mr. J. THOMSON.
The Hon'ble Mr. D. DUNCAN, M.A., D.Sc., LL.D.
The Hon'ble M.R.Ry. P. RAJARATNA MUDALIYAR Avargal, Diwan Bahadur.
The Hon'ble Mr. W. J. H. LEFANU.

* * * * *

THE MALABAR COMPENSATION FOR TENANTS' IMPROVEMENTS BILL.

The Hon'ble Mr. H. M. WINTERBOTHAM, in introducing the Bill, said:—

MAY IT PLEASE YOUR EXCELLENCY,—With the *Fort St. George Gazette* of December 13th, 1898, there was published, under Rule 33 of the Rules for the conduct of business in this Council, a Bill to amend the Malabar Compensation for Tenants' Improvements Act I of 1887. More than 15 days having elapsed since such publication, it now devolves upon me to introduce the Bill, and to move under Rule 34 that it be read in Council.

the Bill and Act I of

Probably some of the Hon'ble Members may not have had occasion to study the course of Malabar affairs, and perhaps I may be taken not to be putting an undue tax upon the patience of the meeting, if I attempt to give a brief sketch of the circumstances leading up to the Bill now before the Council.

The history of Malabar begins from the time that it was miraculously reclaimed from the sea; but without going back so far as that, I may mention that for upwards of a century prior to the Mysorean invasion in 1766, the West Coast was split up into a score or more of petty principalities, more or less independent, and at constant war with each other.

There were no courts of justice, and it cannot be supposed that the law of landlord and tenant was reduced to any generally accepted body of rules during this period. Cultivation was largely carried on by slave labour.

The only works we have in Malayalam, not entirely modern, are silent on the subject of rents, eviction, and the right of the tenant to compensation for improvements. No doubt, Major Walker, the author of a treatise on Malabar tenures, was told so early as 1801 that the Malabar tenant was entitled to compensation for improvements on eviction, but at that time the English had already been striving to introduce law and order for nearly 10 years. For the period of 26 years, from 1766 to 1792, the Mysore usurper Hyder Ali, followed by his son Tippu Sultan, subjugated what is now the district of Malabar, and perpetrated the most frightful cruelties and outrages on the Hindu inhabitants. Tippu proclaimed that his determined policy was to honour the whole of the Hindu population with Islam, and this he proceeded to carry out by forcibly circumcising the males and compelling both sexes to feed on beef. Numbers of the Chief Hindus were marched to Seringapatam, and perished on the way or in prison. During this reign of terror there was a general flight on the part of the Nambudri and Nair landlords to Cochin, Travancore and the hill tracts of the Western Ghauts, where they remained in exile till by the cession of Malabar to the English in 1792, our Government was enabled, during the closing years of the century, to restore something like peace and order to a region which had long been a scene of rapine, oppression and distress.

When the Mysoreans introduced a land assessment into Malabar, the Mysore officials had no choice but to make the settlement with the tenants or squatters, to whom the exiled janmis had abandoned possession.

When the district came into the hands of the English, the Commissioners in like manner had in general no choice but to continue the settlement with the actual occupants, and thus began the custom under which the land revenue, even up to the present day, is usually paid by the actual cultivator or tenant, instead of by the janmi proprietor.

It soon became known that the English rule at least promised security of person and property, and the fugitive janmis began to flock back to their native places. One of the early acts of the British Government was to establish courts of justice throughout the province, and in these courts the returning exiles sought to recover possession of the lands which they had abandoned during the Mysore invasion.

The English judiciary, familiar with European ideas on the subject of property, soon (and as many authorities think quite erroneously) identified the janmam title as the counterpart of the Roman *plenum dominium* and the English free-hold, and natural sympathy on the part of the Judges with the victims of a cruel despot facilitated the reinstatement of the exiles in the position of landlords over the great body of

squatters and tenants, who, under the Mysore rule, had been dealt with as virtually the only landholders.

Mr. Farmer, one of the first Commissioners, reported in 1793 that many of the ancient janmis, who had applied to him for reinstatement in possession of their estates, had been absent from Malabar from their childhood, and that others admitted that they had been away for 15 or 20 years. The orders passed on their petitions will be found in Appendix II to Sir Charles Turner's minute to which I shall presently allude.

It was only by slow degrees, and entirely through the action of the English courts, that the janmis gradually established a right to evict the pattadars.

As remarked by Mr. Logan at page 619 of the District Manual, the country teemed with false deeds: the courts were crowded with litigants; but in the end the squatters and cultivators, with whom the revenue settlement had been made by the Mysoreans and continued by the British Government, were mostly induced, or compelled, to attorn to some big Nambudri or Nair tarawâd as their janmi or landlord.

Unfortunately no judicial records belonging to this period have come down to us; but the upshot of this long struggle between claimants of the janmam right on the one hand and the squatters and cultivators on the other was that while the janmis established a legal right to evict, the tenants won from the courts a recognition of certain privileges which are not at present enjoyed by the ryots holding from proprietors in any other part of the Presidency where the courts have recognised a similar right of eviction. One was that the usual local form of lease, the Kánam, should run for 12 years; and another was that the tenant or squatter, should on eviction receive compensation for his improvements. Both these rights are, I believe, purely the offspring of English Judge-made law; but, in the course of the first half of this century, they became thoroughly engrafted and naturalized as part of the customary law of Malabar.

As the years rolled on, the janmis began to follow the course pursued by landlords in many other parts of the world. Rents were raised: inordinate renewal fees were exacted for renewing leases: the courts were deluged with suits for eviction, and eviction was facilitated by the award of extremely low and inadequate sums as compensation for the evicted tenants' improvements.

The illiberal treatment of the tenant is undoubtedly to be accounted for by the fact that the District Munsifs were nearly all of them junior members of large tarawâds, whose sympathies were strongly on the side of the landlord. Mr. Logan has written an instructive note on the subject of improvement rates in Appendix V to his report, in which he repeatedly points out that the custom became just what the courts chose to make it, and varied in every court according to each munsif's individual views as to the fitness of things.

I will not do more than allude, in passing, to the series of Mappilla outrages which have been ascribed by so many authorities to agrarian discontent. Matters between landlord and tenant proceeded from bad to worse, until in 1881, Mr. W. Logan, a much-beloved Collector of unrivalled Malabar experience acquired by long service in the district, was placed on special duty with the object of devising remedial measures.

The long and the short of his report was that the actual cultivator must somehow be protected from rack-renting and eviction.

On receipt of his report a Committee was appointed in 1884 to advise Government what should be done.

Sir Madhava Rao was President, and Mr. Logan, Mr. Wigram, the District Judge, Mr. Sankaran Nair, late a Member of this Council, and Mr. Karunakara Menon, an experienced Nair Deputy Collector, were Members.

The general tenor of their report was that a large measure conferring permanent occupancy rights on the tenants was called for, but there were the usual differences of opinion as to how occupancy and non-occupancy tenants were to be distinguished. The proposals of this Committee were sent to the High Court for remarks, and were severely handled in a most able minute by the then Chief Justice, Sir Charles Turner. Sir Charles Turner, I may remark, was quite of opinion that the law should secure to tenants compensation for their improvements on a fair and liberal scale, and not at the iniquitously low rates that had become the evil custom. So great was the divergence of opinion as to the course which legislation should take that Government thought it necessary in 1885 to appoint another Committee amongst whom were Sir Madhava Rao, Sir T. Muttusami Aiyar, several well-known Malabar janmis and officials, with Messrs. Master, Hutchins, Wilson, Branson, Shephard, Subramania Aiyar, H. J. Stokes, Ross and others. A stronger committee could not have possibly been got together.

Well, the outcome of their deliberations was, in the words of their report, the advice that "if the question of compensation for improvements was adequately dealt with, no further interference on the part of Government would be required." In accordance with this advice the Malabar Tenants' Compensation for Improvements Act I of 1887 was passed. The professed object of the enactment as described in the report of the Committee was twofold—

(1) To secure to evicted tenants the full market value of their improvements.
(2) By so doing to put what it was believed would be an adequate check on the growing practice of eviction.

I will not weary the Council by quotations to prove that the intention of the Act was in the words of Sir P. Hutchins that "the true measure of a tenant's improvements should be the difference between the present market value of the land in its improved condition and what would have been its present value if it had remained in its former condition."

Any Honourable Member who cares to refer to the proceedings and report of the Committee can verify the fact. I will merely refer to the minute by Sir Muttusami Aiyar at page 14 of the printed papers which have been furnished to the Council. He was a member of the Committee, and all Honourable Members will agree that a higher and more safe and conservative authority could not be had. He not only admits that the tenant was intended to get the full market value of his improvements, but advises that the Act should be amended so as to make it clear that, where the return, or profit, from an improvement is very remunerative, the janmi should not be permitted to participate in it on the plea that the profit was partly attributable to the fertility of the land. Well, the language of the Act gave room for diversities of construction; in some of the local courts rates of compensation were introduced which give the evicted tenant only the value of one year's produce of fruit trees; and in the case of other improvements the courts measured the value of improvements by their cost to the tenant and awarded to the landlord the whole of the amount by

which the capitalized value exceeded the cost value. In the case of every successful and profitable improvement the landlord was thus tempted to evict the tenant and secure the profit of the improvement.

Government resolved in 1895 that the Act must be amended, and placed Mr. R. S. Benson, then District Judge of Malabar, on special duty. Mr. Benson drafted a Bill which is the basis of that now before the Council, and was shortly afterwards appointed Judge of the High Court. Government was then of opinion that further legislation was required to amend the whole law of landlord and tenant in Malabar, and Mr. Ross in 1896 was placed on special duty with instructions that the subject of tenants' improvements should be incorporated in the Malabar Tenancy Bill which he was to draft.

The Council is aware of Mr. Ross's melancholy death, and of the circumstances which have rendered it impossible to hope that the Malabar Tenancy Bill should be taken up in the near future. Such, gentlemen, are the circumstances under which it now devolves upon me to introduce Mr. Benson's Bill of 1895. I must disclaim all credit for the Bill, and it has been so much altered since it left the Hon'ble Mr. Justice Benson's hands that probably he would object to it being called his Bill. I find from the office-notes that it has been considered line upon line by both the late Members of Council, and by the Secretariat in conference with Messrs. Benson and Ross, and in the light of the criticisms of the Hon'ble Mr. Bhashyam Aiyangar and others.

The Bill seeks to rectify the defects of the existing Act, not only as regards ambiguous and confusing language, but with regard to the principles on which the amount of compensation should be calculated.

Following so far the rulings of the courts it is proposed now to abandon the proposition that the tenant is entitled to the whole of the enhanced value due to an improvement, in cases where the enhanced value is greater than the cost of the improvement.

It is proposed to admit, as urged by Sir George Parker and many others, that on the termination of a lease a fruit tree grown by the evicted tenant can have no value apart from the soil on which it grows: that the tenant has clearly no claim to be compensated for the soil, and that the landlord has clearly some share in the tree. It is proposed to capitalize the annual increment due to the improvement, to repay the tenant the proper cost of the improvement, and to divide the surplus (if any) over that cost between the landlord and the tenant.

In theory the share apportioned to each should obviously depend on the extent to which the improvement and the inherent capabilities of the soil have respectively contributed to bring about the increased outturn; but in practice the ascertainment of these factors is attended with extreme difficulty, and as the experience of many years has shown that the men available for appointment as Commissioners to value improvements are very often neither competent nor trustworthy, it was thought impossible to leave the division to the discretion of the officer dealing with each case.

It was thought that the share apportioned to each must necessarily be fixed by some arbitrary rule; and the Bill, following, I believe, a recent Travancore Regulation on the same subject, proposes to give 25 per cent. of the surplus over the cost, to the landlord.

In a despatch received yesterday from the Secretary of State, the objections to laying down any fixed proportion are pointed out, and with reference to these objections the Select Committee will have to consider very carefully whether it will be possible and proper to leave it to the Commissioners appointed by the courts to report in each case how the surplus should be divided.

The rate of interest for capitalizing the value of improvements is fixed at 6 per cent., and in view of the extreme difficulty which litigants have found in proving prices of produce and the cost of planting, the Bill proposes to help the courts by declaring in schedules what (in the absence of evidence to the contrary) shall be presumed to be the price of cocoanuts, arecanuts, pepper and paddy, and the cost of cultivating and maintaining the said products. If this is not done, each court will, as now, go on following its own notions and its own table of rates, with the inevitable result that the rates of compensation awarded will continue to be so low as to expose landlords to the irresistible temptation of evicting the tenant in order to secure the benefit of the tenants' improvements.

Mr. Benson states that the figures in his schedules were largely derived from the investigations made by the Settlement Department, were thoroughly discussed by him with conferences of local experts, and are sufficiently near the truth to be adopted by the courts in the absence of satisfactory proof that they are inapplicable to any particular case.

Mr. Benson considers that the great value of those tables will consist in their limiting the discretion of the Commissioners appointed to value improvements, whose valuations are notoriously most uncertain and erroneous for want of some fixed lines upon which to proceed.

Another important amendment of the existing law is a provision to protect the landlord against over-planting. Tenants will no longer be able to put down an inordinate number of young plants per acre shortly before the expiry of the lease, merely with a view to swell the claim for compensation.

Another important amendment which the Bill proposes is that decrees for ejectment may be executed on the application of either the landlord or the tenant. At present if the decree-holder, who is usually a mél-kánamdár, or second mortgagee, does not wish to pay the compensation fixed by the decree, he leaves the decree hanging unexecuted over the head of the tenant for the next twelve years, to the tenant's vexation and annoyance.

The Secretary of State in the despatch already referred to, questions whether it is just and reasonable to enable the tenant to obtain execution of the decree "even though the landlord may consider the sum awarded excessive, and be willing in consequence to continue the tenancy."

When, however, it is explained that most suits for eviction are brought not by the landlord, but by some person to whom the landlord grants a mél-charth, or new demise over the tenant's head, and that these mél-charths are admitted on all hands to be one of the engines by which rapacious speculators squeeze the tenantry, it will probably be admitted that some such device as the Bill proposes is required for the tenant's protection.

Possibly, it may be practicable to secure such protection by shortening the period within which decrees for eviction may be executed, or by requiring the decree-holder to elect within a short period whether he will execute the decree or grant a renewal of the lease.

The remarks of the Secretary of State will require, and no doubt receive, the respectful and careful attention of the Select Committee.

There are many minor amendments proposed in the Bill, which will require much discussion and consideration before they can be passed into law. On these I will not now dwell as they will receive due attention at the hands of the Select Committee, and the Council will be in a better position to deal with them after the Select Committee has presented its report. With these very imperfect remarks I introduce the Bill and beg leave to move that it be read in Council.

The Hon'ble Mr. G. Stokes seconded the motion.

The Hon'ble M.R.Ry. S. Shankara Subbayar:—Your Excellency,—I have not the slightest doubt as to the necessity and importance of adopting a better system of compensation for tenants' improvements, with reference to the peculiar tenures and the usages in Malabar. There are many points of detail in the provisions of the Bill which need sifting. These of course are best dealt with by the Select Committee. But the principle of the Bill itself appears to me to be open to question, and I wish to submit a few observations. Even taking the basis as it is, the method of procedure seems defective. The Bill I regard as holding no even balance between the janmi and the tenant. There is undue preponderance given to the interests of the tenant. This is the natural outcome of the declared object of Government to check evictions and promote renewals. The right of eviction is absolute in the janmi. The law recognises it, and so long as it remains intact it is entitled to be scrupulously respected. To allow it to be infringed and whittled away, if not virtually neutralised, through the instrumentality of a law of compensation would be an unsound policy, productive of mischief and mistrust and discontent. It would be far better to deal openly and directly with the janmi's right of eviction, restricting its exercise in positive terms. In the interests of agriculture the janmis hold a predominant position, and any step calculated to weaken their position and to prejudice their property rights which the existing law recognises, cannot have a salutary influence on the tenantry itself and must lead to serious complications. On the proposal to allow higher rates of compensation with reference to the future produce of trees, Mr. Justice Parker observes in his minute embodied in the printed papers: "The effect of the proposal would be 'to give to the tenant who had taken up a paramba for planting trees on a twelve years' lease either a lease for forty years or its equivalent in money, and if the tenant continued to plant, the janmi could never recover his own land except upon paying its full price in the market. This is confiscation in all but name." Further on he observes: "The right of the landlord to evict on making fair compensation for improvements done by the tenant must be respected by the law as long as private property in land exists. I fully admit that, for reasons of paramount State policy, it may be necessary to deprive an individual of his rights, but I cannot think it right for the State so to legislate that an individual is deprived of his property without compensation, for whatever is given by legislation to the tenant over and above just compensation for the improvements made by him is a present by the State to the tenant at the expense of the landlord. Mr. Crole, as the result of his local enquiries, writes in a similar strain: "It seems unreasonable" he says, "to urge that a person holding only a twelve years' lease should be given the whole value of the produce of the cocoanut trees on his landlord's paramba for fifty-four years in addition to his lease (that being the productive life of the cocoanut trees). The introduction of such a principle would have the effect, in a large number of cases, of confiscating the chief portion of the janmam right and of

reducing the janmi, for no fault of his own, to the position of a mere rent-charger." And he adds that it would only lend colour to the complaint now being made by the janmis that the object intended is to expropriate the lands in this indirect fashion. The most important feature of the Bill now before the Council is the provision of the schedules I to IV for the guidance of the judiciary, in adjudging compensation. Schedule I is an annuity table showing the present value of an annuity of sums from one pie to Rs. 100 for periods of 1 to 50 years and in perpetuity at the rate of 6 per cent. It is by the use of this table that the courts are to determine the actual awards to tenants, with reference to the results worked out according to tables II to IV in which figures are entered as to the average price of fruit and other produce and the cost of cultivation, planting and upkeep. The annuity table is beyond the comprehension of the ordinary people, whether janmis or tenants. It involves an elaborate process of calculating compound interest for a given period. The courts may apply the table, but the parties concerned must be utterly in the dark as to the figures arrived at. It is obviously essential that those affected by a legislative measure should be in a position to understand its working. It should readily come home to their every day experience. The Hon'ble Mr. Bbashyam Aiyangar in recording his opinion on the Bill as Acting Advocate-General points out: "The schedules to the Bill and the illustrations to the various sections are too elaborate for what is comparatively a simple Bill. The very facilities intended to be afforded by the schedules and illustrations in working the Act may be found embarrassing when the Act has to be practically worked." The same view has been expressed by Mr. H. T. Ross who, I suppose, was on special duty in connection with this Bill. He says: "The whole scheme of sections 7, 11, 12, 13 and 14, with their accompanying schedules, is too elaborate and aims at too much in the way of precise direction to the courts, and is, I fear, more calculated to bewilder the ordinary Malayali than to simplify matters for him, in respect of the most common class of improvements—productive trees." The Honourable Mover himself does not appear to have had in view these elaborate schedules when he penned his note on Government Order of 1st October 1894, regarding the revision of the Compensation Act I of 1887. For these he proposed only a higher scale of rates—four-fold of those now in force—and he refers specifically to the concurrent views of Mr. Logan and of the Committee of 1887 as to "the difficulties in the way of constructing an equitable table of compensation rates being insurmountable." Though the Honourable Mover's rates may be thought rather too high, still they have the merit of simplicity, of being readily understood by the people and of allowing a fair amount of discretion to the courts. On the other hand, the schedules in question would look as if the legislature assumes the function of the Judge, and would have justice dispensed in individual cases in accordance with a hard-and-fast line, hampering him more than in other matters of adjudication. As the Honourable Member rightly observes, whatever table of rates be decided on, the range which must necessarily be allowed between the maximum and minimum must still have it in the power of the court to cut down the compensation, if it is so disposed. The first illustration to section 8 gives a clear idea of how the schedules are to be applied. In regard to a given cocoanut tree—the subject of compensation--several items are given, as component elements for determining the award: (1) the present age of the tree, (2) its probable future life, (3) its future average annual yield, (4) the compensation rate, (5) the annual cost of cultivation, (6) the annual assessment, and (7) the cost of making the improvement till the tree comes to bearing. Working with these data, which are all to be found in the tables II to IV, the value of the annual net produce comes to As. $4\frac{1}{4}$

This represents the annuity. In other words, this is the amount of compensation to the tenant for the tree yearly. He is to have this annual payment continued for a future term of 40 years, that being taken as the probable future life of the tree. As the eviction of the tenant renders it beyond the power of the court to arrange for this annuity of As. $4\frac{1}{4}$ being paid him year after year for 40 years from date of eviction, the necessity arises for settling with him at once. Hence the problem of finding out the present value of the annuity for 40 years, the rate of interest being 6 per cent. per annum. The annuity table gives the answer. The amount for which the present worth has to be calculated is not 40 times As. $4\frac{1}{4}$. That would be a simple process. But the As. $4\frac{1}{4}$ annuity has a progressive change. In the second year it is As. $4\frac{1}{4}$ *plus* its interest at 6 per cent. This added to another As. $4\frac{1}{4}$ constitutes the amount for the second year for which the present worth has to be found and so on for the 40 years. As I said before, it is the rule of compound interest that applies in working out the amount for each year. According to the annuity table, schedule I, the present value of the As. $4\frac{1}{4}$ annuity for 40 years at 6 per cent. is entered as Rs. 3–15–11. Three-fourths of this with one-fourth of the cultivation charges, Rs. 2–12–0, equal to Rs. 3–10–11, are taken as the compensation awardable to the tenant for the cocoanut tree. The figures, many of them averages, are to be presumed by the courts to be correct till the contrary is proved. But they have a statutory character all the same. Averages are misleading and I have little faith in them. To apply them to given cases that come for adjudication would have a mischievous effect. The age of a cocoanut tree before it comes to bearing is taken as 18 years. But I know that a cocoanut tree begins to bear from half that period, if not less. Much depends on the nature of the soil, its preparation, situation, mode of planting, light and sun, and numberless other conditions. The cost of bringing up a tree to the bearing stage is assumed at Rs. 2–12–0. This too is a widely varying item. Credit is given to the tenant for this cost partially. But the yield of the tree previous to its bearing, in the shape of cadjans and fuel which have their market value is left out of account. In many cases, it may suffice to cover the annual charges of upkeep. The average bearing age of a tree is assumed to be 40 years. If, as in the illustration, the present age of the tree under compensation is found to be 30, how could its probable future fruitful life be fixed at 40? Again, out of the 30 years of past life, 12 years at least must be a bearing period, during which the tenant must have been enjoying the produce without paying any additional rent to the janmi. This is an important factor. But it is entirely discounted from tabulation. Further, it is as difficult in practice to estimate the future fruitful life of a tree as to determine its present age. I would here quote the Honourable Mover: "The defect in the proposal made in paragraph 6 (2) of the Government order is the assumption that it is possible for the court to ascertain the age of every fruit tree and the period for which it may be expected to continue to yield. At page 418, V. II, Malabar Land Tenures, Mr. Logan has described his experience in counting and classifying 435 trees growing on three-quarters of an acre, and a similar experiment in any cocoanut tope will disclose how hard (not to say impossible) it is to fix the age of a tree which has attained its full growth." From my own experience I can fully endorse this view. Nothing beyond a mere guess is possible in telling the age of a cocoanut tree or its future life. These trees are liable to diseases and premature decay like other things, and when compensation is paid on a mere guess as to 40 years' future life of a tree and when the tree dies at half that period or at least ceases to bear, there would be so much positive loss to the janmi. The same remark applies with still greater force to ascertaining the future average yield. In the case

of trees or plants which have as yet come into only partial bearing, it is provided that a reasonable allowance shall be made for the probable future increase in the produce of such trees or plants—Explanation (2), Schedule IV. The decline in produce after a certain period has no less claim for consideration than the probable increase. But it is altogether disallowed. It is a well-recognised condition of the Kánam tenure that the number of fruit trees covered by the lease and transferred to the tenant's possession shall be taken full account of in assessing compensation. If the bearing trees at the time of ejectment, including those planted by the tenant, were found to be not more than the original number, no compensation would be allowed. This fact too seems to have been ignored.

Another point worthy of notice is the provision in clause 15 against over-planting. A standard is fixed as to the number of trees to the acre—cocoanut trees 60 ordinarily and 80 on favourably-situated tracts bordering on the sea, backwater or rivers. When trees or vines are planted in excess of this standard, the courts are empowered to refuse compensation altogether or allow a lower rate for the excess. Such an enactment, it appears to me, is questionable in principle, as it is calculated to interfere seriously with vested interests and create conflict and confusion. Planting has been going on from time immemorial without any statutory regulation. The instance cited by the Honourable Mover of Mr. Logan having found 435 trees on three-quarters of an acre is suggestive of the prevailing practice. Excess over the proposed scale will be found to be a common feature, and if the provision in question were to become law, unless it remains a dead letter, the refusal of compensation would be the rule and make matters worse than ever. More trees and over-planting generally mean less productiveness of individual trees and things adjust themselves well enough. The advantage lies in letting them alone. I have entered into this analysis to show how imperfect is the basis on which the tables are framed and how misleading it would be to use the figures of averages and estimates, as any guide in the adjudication of claims for compensation. It is for the Council to consider whether it would not be taking a leap in the dark to direct the courts to act upon them even presumptively. I would here invite attention to explanation (3), Schedule IV: "It has been found impossible to prepare useful tables for jack trees and paddy. The calculation of the compensation awarded for them must be left entirely to the courts." This means no uniformity of system. Why not allow the same treatment in respect of the other trees and produce?

The Hon'ble Mr. H. M. WINTERBOTHAM:—That is a blunder, your Excellency. I don't know how that note got in. It should not have been printed.

The Hon'ble M.R.Ry. S. SHANKARA SUBBAYAR (continuing) said:—It will be apparent from the schedules and the connected clauses that what underlies the main scheme of the Bill in its departure from the existing Act is the assumption that the tenant is entitled to the future produce of the trees he has planted on his landlord's property to their life-time. This is opposed to the very grains of the system, established and recognised by immemorial custom, that governs the relations between janmi and tenant and must prove a serious menace to the janmam right. It is against this principle that Mr. Justice Parker and Mr. Crole have entered strong protests, as already noticed. The tenants themselves do not appear to aim at such a position—*de facto* janmis to their improvements. In Mr. Moberly's report of 16th September 1895, the opinion of an officer belonging to the tenant class is quoted: "*A*, a janmi, grants to *B* an acre of waste land on the condition of an annual payment of As. 8. *B* is allowed

to retain possession for say 20 years, within which period he converts the waste land into a rich and luxuriant garden of fruit trees and plants, enhancing the annual rent value to Rs. 50. Here the market rent per annum is Rs. 50 *minus* As. 8 or Rupees 49-8-0, and the improvements may certainly be expected to fetch Rs. 49-8-0 × 20, or Rs. 990 if sold in the open market. Were *A* to be liable to pay Rs. 990 to *B*, before he could evict the latter, he might as well buy a similar garden with the amount, instead of taking the trouble of evicting *B*. Now the improvements in this case have been effected with *B*'s money and labour on *A*'s soil. Is not *A* therefore justly entitled to a share of the improvements?" Though the calculation is made as if during the whole period of 20 years the garden had been yielding Rs. 50 annually, still the illustration is of great significance as coming from one representing the tenant class. The significance is that the claim does not go beyond 20 years, the period of actual possession, that no idea is entertained in regard to future produce and that even for this period the janmi is held entitled to a share of the improvements. That the compensation calculated on the method enunciated in the Bill must often be as much as, if not more than, the market price of the holding is made patent enough by the illustrations to section 8. Even now, as observed by Mr. Justice Parker with reference to Mr. Bradley's report, the amount given as compensation in some cases exceeds the janmam value of the land and very often execution is not taken out for that reason. By way of testing the correctness of the principle by which the value of the tenant's improvement is calculated on probable future produce, Mr. Jutice Parker asks what the effect would be if applied to crops instead of trees. Turning to illustration (3), section 8, it will be seen that when an acre of dry land is converted into wet at a cost of Rs. 50, and thereby the probable average value of the annual net produce is raised to Rs. 15 in perpetuity, the tenant is to be paid Rs. 200 in accordance with the annuity table, Rs. 15 being taken as the annuity for ever. The tenant becomes virtually the janmi or owner of this one acre, and the janmam right is reduced to nothing. For Rs. 200 is not too low a price for an acre of wet land on the Malabar Coast, considering the yield and fluctuations of season. The janmi might as well buy a fresh acre with that sum.

Whatever might have been the theory of the Kánam tenure in former times, it is undeniable that the janmis' right of eviction has been recognized and held by the courts to be absolute. It is also undeniable that the tenant has no occupancy right as the law now stands. So long as this position continues, any legislative action in the matter of compensation for improvements can only be in due conformity with it and cannot override it. The only proper and practical way of looking at the question of compensation, as matters stand, is this, the janmi instead of working his property directly engages a contractor to plant and otherwise improve it for a period on the condition of paying him back the charges incurred, for the improvements, due allowance being made for the profit earned during the contract period. Going on this basis, the method of adjustment becomes easy and intelligible and squares with the mamool practice so familiar to the janmi and tenant. In the case of cacoanut trees which form the staple item, the cost of planting and bearing up to the time they begin to bear determines more or less the amount of compensation to be paid. The rate varies according to the conditions of the trees. The interval prior to bearing, too, varies. These are readily ascertained with the aid of local experts, and the courts may well be left to deal with these details. Interest is due on the cost of cultivation, but the yield in the way of leaves and fuel, which is progressive, is a set off against it and the difference, if any, is inappreciable. From the commencement of the

fruitful period, the produce goes exclusively to the tenant, and the earning on this account more than covers the charges of upkeep. It has also to be remembered that the tenant derives additional profit to the extent he grows plantains and other sundry crops which are not brought to account. The land used is the janmi's, for which he gets no special consideration, and the tenants can have no valid reason for complaint on the score of the rates of compensation which usage allows for planting generally. The scale of rates introduced under Act I of 1887, if revised and rendered elastic to suit requirements is all that is needed. I made allusion to the question of embodying the present Bill in the Malabar Tenancy Bill expected to be brought forward. It seems to me desirable and expedient to treat the compensation question in that connection. I note from the correspondence that this Government passed a resolution to that effect so late as May last, but that this was changed in deference to the views of the Government of India who wish this measure to be dealt with separately to obviate delay, unless there were reasons to the contrary. It is, in my opinion, a decided advantage to have the Compensation Bill discussed and passed along with the Tenancy question and as an integral part of that measure. It is the latter that can afford an effectual remedy against what agrarian grievances might be believed to prevail. The occupancy right or fixity of tenure secured in a definite way and on a legal basis, all unrest will cease and the compensation scheme will fall back to its proper level and will not wear the gloomy and unwelcome look it now seems to present to the janmis as a body. If the Revenue Settlement now in progress in Malabar were completed in the meanwhile, the facility would be all the greater in working out the measure. For, under the new settlement system, I believe there will be no varying tree rates of assessment on individual gardens, and the settled rates might furnish a reliable basis for framing a satisfactory table of compensation rates in some proportion to Government tax.

The Hon'ble M.R.Ry. P. RATNASABHAPATI PILLAI:—Your Excellency,—Your Excellency's Government has decided to deal separately in the Bill now before the Council with one of the several questions governing the relations between landlords and their tenants in Malabar, in deference to the wishes of the Government of India. The Supreme Government appears to be under an uumistakable impression that the Mappilla riots and outrages on the West Coast are the results of strained relations between the janmis and the kánamdárs. This is at the most a moot question. The Hon'ble Member in charge of the Bill is an authority upon Malabar matters, and if I am not going out of my way I would ask the Hon'ble gentleman to enlighten the Council on this most vexed question of the oft recurring disturbances in Malabar. In the absence of indisputable proof to the contrary, I feel inclined to attribute these disturbances to religious fanaticism rather than to any strained relations between the different landed interests of the province. If the apprehensions expressed by the Government of India are not well founded, and if there be no other reasons justifying a departure from the usual practice of initiating one legislation upon an entire question, I would strongly deprecate piece-meal legislations of the kind now before us, taking up one part at a time of a component whole. If I am in a position to know the mind of Your Excellency's Government, I find that this Government has all along been of opinion that the question of compensation to Malabar tenants should be treated as part of the general Malabar Tenancy Legislation. This opinion was expressed only in May last, and it seems to me that no circumstances have intervened during the short space of five months to necessitate the adoption of a different course. There is manifest inconvenience, and there are grave evils in legislating upon a single matter of a whole subject which consists of several questions,

The several component parts of a single subject should receive simultaneous attention in order that their bearings towards one another may be ascertained and the necessary adjustments made accordingly. The present partial measure of legislation intended to afford relief to the tenants is calculated to induce a belief in the minds of the landlords that the State is unmindful of their interests in other directions. Already I hear expressions of opinion that the present measure is a one-sided one, and that it is regarded by the janmis as a confiscation of their proprietary rights in the soil. And I cannot keep back from this Honourable Council my apprehensions that there are features in the proposed enactment which are calculated to induce such fears. Evils of the kind suggested by me may be effectively guarded against by the legislature taking up the whole question connected with the landholding in Malabar, and treating the interests of all the parties concerned in a single measure. A prosperous landed class is as much an accessory of the State as a contented tenantry. I am far from denying the necessity that exists for placing the matter of compensation to Malabar tenants on a better and more certain footing than is contained in Act I of 1887. The present Act has been universally condemned. It has been found defective in important particulars, and great difficulties have been experienced by the courts in working it. The difficulties of construing the Act have been pointed out by the High Court of Madras in Shangunni Menon *versus* Veerappen among other cases. The Bill before the Council discloses, so far as it goes, a satisfactory solution of the difficulties, and, by furnishing the courts with well-defined schedules of rates, will facilitate their work in determining the compensations. I do not find in the Bill any enunciation of the principle which ought to differentiate the claims of the janmis to participate in the value of the improvements effected upon the lands of which they are owners. The Hon'ble Mr. Crole, the late First Member of the Board of Revenue, in dealing with this aspect of the question of awarding to the tenants the full value of the improvements effected by them, observes that "the introduction of such a principle would have the effect, in a large number of cases, of confiscating the chief portion of the janmis' right and of reducing the janmi for no fault of his own, to the position of a mere rent-charger. The theory of full-market value involves obliviousness to the original lease or demise having been made for a certain purpose by the janmi as an incident of management. The plants were not grown in the air but came to maturity by the influence of the fructifying elements contained in the janmi's land, the immediate, though subsidiary, cause being the labour of the man who planted and watered them and fenced the garden. Nothing palpably could have been effected, no trees produced, without the janmi's land and the janmi's demise of it. How then can the result be justly deemed to belong solely to the janmi's tenant?" I am glad to find that the above passage has been quoted also by the Hon'ble Mr. Shankara Subbayar. Again, if the tenant is to get the full capitalized value of his improvements as appraised by the future produce of a tree planted by him, I do not see any reason why he should also be allowed the cost of planting and maintaining it. On these important questions of principle I trust that the Honourable Member in charge of the Bill will, before the question is put, make a pronouncement. The Bill now before the Council speaks only of tenants and landlords. There are different kinds of leases prevailing in Malabar, such as *Verumpattom*, *Melpattom*, *Munpattom*, *Kuzhikánam*, *Kuzhikánapattom*, *Kánankushikánam*, *Kuttikánam*, *Cowles granted by Government*, *Kovilagom leases*, *&c.* There are differences in the incidents of the tenure attaching to each class of these leases. For instance, in the case of *Verumpattom* leases, the tenure is only for a single year, and a Verumpattom tenant has no right

to compensation for improvements except under special contract. I would commend these few observations to the Honourable Council and the Honourable Member in charge of the Bill.

The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR:—Your Excellency, I beg permission to make a few remarks. Short as is the Bill before us and small as is the area to which its operation would be limited, the issue is a momentous one and a highly complex one too. I, therefore, pray Honourable Members would bear with me for a short time while I venture to offer my observations upon some of the most important provisions of the measure. This measure is being adopted by Government, chiefly, I believe, in view to meet a political situation in Malabar, and I take this opportunity to offer on behalf of Malabar my most cordial thanks to it for its persistent endeavours to palliate and, if possible, to remove the causes of the periodical outbreaks of the Mappillas, which for the past one century and more have been fruitful of so much bloodshed and misery. But our gratitude and sympathy shall not, I trust, interfere with our other duties and prevent us from examining the steps which it may adopt, from time to time, to achieve so noble an end. I confess I view with considerable alarm the principles and policy of the proposed legislation. With great submission to the judgment of Government, I venture to state that it is very doubtful if it has fully realised the gravity of the step it is taking. It is very doubtful whether it has had presented to its mind a thoroughly accurate and reliable forecast of the results of the proposed law. Disguise it how you will, this measure, as was its predecessor Madras Act I of 1887, is the outcome of a disposition on the part of executive officers of Malabar not to loyally accept decisions of Courts of Justice, decisions of such Judges as Mr. Strange, Mr. Collet and Mr. Holloway, and of the High Court of Madras. It does seem to me that before Honourable Members of this Council can be party to the legislation now before us, its provisions and the far reaching consequence of those provisions will have to be carefully scrutinised. A good deal of what I had intended to say on the provisions of the Bill has already been anticipated by the Hon'ble Mr. Shankara Subbayar with a degree of accuracy and authority which I cannot pretend to possess. I would, therefore, confine myself to a few general observations touching the policy which the most important provisions of this Bill embody. In dealing with this question it is very necessary that Honourable Members should divest themselves of all predelictions or bias which may be due to a knowledge of land-lordism either in Bengal or in Southern India. Section 3 of the Bill deals with definitions of tenant, landlord and rent. It is very necessary for us to know who will be the landlords and who the tenants for the purposes of this Bill in Malabar. At this late hour of the day I do not think it is necessary to go into the origin of property rights in Malabar; suffice it to say that it is an admitted fact that the janmis of Malabar are the full owners of the land; their estates being as great a freehold as any subject of Her Majesty in India can hold. There is no analogy between these janmis and landlords like zamindars, poligars and mittadars. There is absolutely no similarity between them. If at all there is any class corresponding to janmis, it will be the mirasidars of Chingleput or even the ryotwari-holders of Government, except for purposes of Government assessment. This is the position of the janmis of Malabar. Then we have two other classes. There is the lowest class who are the actual cultivators, hired labourers who have absolutely no sort of interest in the soil. Between the actual cultivators and the janmis there are layers of tenure holders, whom I would briefly call kánamdárs. These kánamdárs advance money to janmis, and by virtue of that fact they have obtained some interest in the

land. They are known to us in legal phraseology as mortgage lessees. These are the three classes, that is, janmis, the intermediaries whom I have called briefly kánamdárs, and the tillers whom alone this Bill will little affect. The next question is, who are the landlords? The janmis and the kánamdárs will be the landlords. Then who are the tenants? The kánamdárs again will be the tenants and the tillers too. You must look for landlords from the two classes of janmis and kánamdárs and for tenants from the two classes of the intermediaries and the tillers. I may at once point out that the actual tillers seldom occupy land in Malabar directly under the janmis. Almost all of them are under the kánamdár. For the purposes of this Bill, we may take it for granted that it would not benefit the tillers because they have no interest in the soil for purposes of improvement. The necessary capital is seldom invested by the actual tillers; it is all by the kánamdárs, and so for the purposes of this Bill the tenants will be mostly kánamdárs and very rarely the actual tillers of the soil, and the landlords will be the janmis. The question is, therefore, why are we to make this special legislation on behalf of the intermediaries, who would chiefly be the tenants. Because these kánamdárs will be practically the only tenants we shall have to deal with. Therefore the words landlord and tenant are apt to mislead us and we must remember these facts before we discuss the other provisions. The question before us relates to the grant of compensation for agricultural improvements in Malabar. I respectfully submit, as I have already stated, that this is the outcome of a struggle between the executive officers of Malabar and the Courts of Justice in Malabar and Madras on the measure of compensation for these improvements. The present Act on the subject is Madras Act I of 1887, which has been in force for twelve years, while the agitation for its repeal began five or six years ago. In so short a time the executive officers of Malabar wanted the repeal of that Act and the substitution of another. And why? It is not enough to point out that anything objected to now may be left to the Select Committee to be solved. The question is whether we should accept this principle. The object of the Bill is to introduce a scale under which the tenants would get, I respectfully submit, more money than they have been getting under the Act of 1887. As far as I understand, this is the direct object of the Bill, and the indirect object of the Bill is to put an end to evictions on the part of janmis and to thereby give occupancy right to these tenants, that is, the intermediaries and not the tillers—the kánamdárs who are the money-lenders. Apart from the question of policy and the political situation, we have to consider the question of justice involved. The question now is whether by Act I of 1887 justice has been rendered and is being rendered or not. I have listened with careful attention to the lucid speech of the Honourable Mover of the Bill, and I fail to see that the amount of compensation given to tenants under that Act has been inadequate in any case. He has not said so; he has absolutely no testimony to quote; and so far as the papers placed at our disposal go the testimony has been the other way. Mr. Bradley, the Collector of Malabar, in his letter written five years ago, admits that the tenants, since the passing of the Act of 1887, are better off and get more compensation than they had been getting before that Act was passed, and he further admits that while eviction suits did not diminish, a fair proportion of eviction decrees were not executed by janmis. He also goes further and says that the compensation in some cases reached such a degree that it exceeded the value of the free-hold property. This is the working of Act I of 1887. Where is the necessity, I ask, for replacing it by this Bill on the ground of inadequacy of the compensation? The necessity must be very conclusively proved before a move is made. The mere fact of the tenants declining

to accept the rates awarded to them by courts is not sufficient. The question is whether their dissatisfaction is reasonable. On that question I respectfully submit that no light has been thrown in this Council nor in the papers placed at our disposal. So far as the justice of the claim is concerned, I respectfully submit that the only thing needed, as pointed out by the Hon'ble Mr. Shankara Subbayar, is to give better effect to the old Act. There is a section which says that the Government, in communication with the High Court, shall prepare tables and call upon courts to accept those tables and receive them as evidence. I fail to see why they cannot be made use of more ordinarily than the Collector says they have been. It is too soon to expect uniformity of decisions. The old Act came into force in January 1887. There are so many courts in Malabar and the circumstances vary in several parts of the district, and because the decisions passed by Munsifs are not naturally enough uniform, it is no ground for substituting a new Act. This Bill opens a much larger field for the exercise of discretion than the present Act. So many provisions have been introduced and so many details have been brought in that it is impossible for two human beings to agree. It is therefore hopeless for Government to expect greater degree of uniformity if this becomes law, in the future, in the decisions of Munsifs. The present Act must be given a longer lease, longer trial, and also time must be given for the High Court to test the various decisions passed by Munsifs and Sub-Judges, and if this is done, it would, in fullness of time, bring about greater uniformity in applying the principles. Until that is done it is premature to think enacting a law like this. Now let me examine some of the provisions of the Bill. The most important section is that of definitions. As I have already said the definition of the words "tenants" and "landlords" is misleading; and they should be replaced by other words. In section 4 improvement is defined as "work" in clause (i); and in clause (ii), wherein a list of improvements is given, the protection or maintenance of trees is also included under improvement. It is rather a violent straining of the language to say that work means maintenance or protection of trees. I do not know how maintenance or protection of trees can be called work—of trees planted by the landlord, it may be, or spontaneously grown, or planted it may be by others. Under the guise of a definition, we introduce a principle. Section 5 may be omitted for the present. With regard to sections 8, 9 and 10, the criticisms which I intended to offer on these sections have already been made by my friend Mr. Shankara Subbayar, but I would make one or two observations. I fail to understand the full drift of the principles embodied in section 8. Let us take the first illustration to this section. That illustration is this: "The court finds that the age of a cocoanut tree is between 20 and 30 years, say, 28 years; that its probable future fruitful life is 40 years; that its future average annual yield will probably be 25 nuts; that the proper commutation rate is Rs. 20 for 1,000 nuts; that the cost of cultivating the tree for a year is $2\frac{1}{2}$ annas; that the annual assessment on the tree is $1\frac{1}{4}$ annas; and that the cost of making the improvements is Rs. 2-12-0." If we divide Rs. 2-12-0 by $2\frac{1}{2}$ annas it gives us $17\frac{3}{5}$ years. We may take it that the tenant has been in possession after he entered upon it for $17\frac{3}{5}$ years. When he entered upon the land, the tree must have been $28-17\frac{3}{5}=10\frac{2}{5}$ years. What is the position? There is nothing to show that the trees were not bearing at the time the tenant entered upon the cocoanut tope. It might have been yielding 10 or 15 or 25 for each tree. The illustration makes no provision for deduction of the value of these nuts, nor for the enjoyment of these profits for nearly 18 years. It is these things which are calculated to mislead courts. Section 9 has two clauses. The first clause tells us what the rate is of compensation for timber and

fuel trees. The second clause is a proviso which gives an option to the court that in case such trees are immature the compensation to be awarded may be the cost of making the improvement as defined in section 10. If you stop there, there are two alternatives provided for in clauses 1 and 2. We are not told which the court is to adopt. It may adopt either. We go to illustration 1 which says "whichever is more advantageous to the tenant." But this is in conflict with the section itself. The section does not say that of the two alternatives that which is more advantageous to the tenant should be taken, but the illustration says as much. There is another curious thing. In the section it is stated that the compensation for the trees to be sold by auction "shall be one-half of the sum which the trees or plants might reasonably be expected to realise, if sold by public auction to be cut and carried away." That means the selling of standing trees before they are cut. That is to say, the cost of cutting does not enter into calculations. But the illustration says "which the saplings might reasonably be expected to realise, if cut down and sold by auction." Under the section the sale is to take place before the cutting takes place. But if the illustration is to be given effect to, it must be after the cutting and the cost of cutting enters as an element in the calculations.

The Hon'ble Mr. H. M. WINTERBOTHAM:—No doubt that is bad drafting which will have to be corrected.

The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR:—I do not know which expresses the intention of Government, the section or the illustration.

The Hon'ble Mr. H. M. WINTERBOTHAM:—The illustration should repeat the wording of the section: "If sold by public auction to be cut down and carried away." But the section itself requires modification.

The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR:—The intention of Government is then I take it what is mentioned in the section. I shall now go to sections 12, 13 and 14. One observation that I should like to make with regard to schedules II to IV is that these schedules, I respectfully submit, are very elaborate and they are not likely to guide the parties or courts, but on the contrary are likely to mislead them. Section 14 tells us that this Council is to give power to the executive Government to alter these schedules or to cancel them and in their stead make other schedules which may vary from each other, in case they are suitable to particular localities. I respectfully submit that it would be *ultra vires* of this legislature to give such a power. I do not think that this legislature has authority to grant such power at all. What is stated here is that the Government is to have power to repeal a portion of the law which we are called upon to pass or to modify it or to substitute a new one for it. I submit this is a novel exercise of the powers of legislature. I do not know if this portion has been scrutinised by the legal advisers of Government; but I call the attention of Government to this portion—

"14. (1) Notwithstanding anything hereinbefore contained, the Governor in Council may, in order the more adequately to give effect to the provisions of this Act, from time to time, add to, cancel or alter the schedules referred to in sections 12 and 13, and may direct that they be in force, in whole or in part, or with any specified variations, in any local area."

Power to alter schedules.

In effect they can do anything they like, repeal a schedule or declare it to be in force in any part or alter it entirely and say that such and such a schedule shall be in force in such and such area.

The Hon'ble Mr. H. M. WINTERBOTHAM :—There is a similar provision in the existing Act.

The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR :—No. Please show me the section.

The Hon'ble Mr. H. M. WINTERBOTHAM :—Section 6, clause (2).

The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR :—They are not called upon in that section to repeal or modify the enactment. I wish it to be distinctly understood that we start here with certain schedules as part of the law.

The Hon'ble Mr. H. M. WINTERBOTHAM :—Schedules or in other words tables.

The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR :—If the schedules become part and parcel of the enactment as they are intended to become in this Bill, then I say that nobody can alter them and we cannot legally delegate power to any authority to alter them and nothing short of legislature can deal with them. In other words, you must give up these schedules, or if you adopt them they shall not be interfered with until we again alter them. I need hardly remind members of this Honourable Council that if you do pass by a majority section 14 and schedules II to IV, it would be open to the meanest Court of Justice in Malabar to test the soundness of this legislation, to examine its validity and to declare it null and void. I respectfully submit that we are not a sovereign legislature, but we are a legislature whose powers are limited by Acts of Parliament. We cannot do exactly what we like. When we make certain schedules part and parcel of an enactment, we cannot give a commission to the executive Government to deal with them as they like—to do away with them or to alter them or to substitute others in their place. That, I submit, would be *ultra vires*. As I have already stated, there are errors in the schedules, some of which, as the Honourable Mover has said, will be corrected later on, but the question is whether they ought to be there at all. Taking the schedule IV, you will find it begins with certain maxims and there is the explanation 1, 2 and 3. Their better place will be in the body of the Act and not in the schedule. It is stated, "It has been found impossible to prepare useful tables for jack trees and paddy." By whom has it been found impossible?

The Hon'ble Mr. H. M. WINTERBOTHAM :—It is merely a note by the draftsman, printed by a clerical error.

The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR :—When we pass it, it will be a declaration of inability on the part of this Council.

The Hon'ble Mr. H. M. WINTERBOTHAM :—We are not going to pass it in its present form.

The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR :—As the Bill now stands, the compensation in certain cases would amount to—I took the trouble to work it out—400 or 500 per cent. of the money laid out by the tenants on improvements. The question is, why should we regard the tenants of Malabar differently from other investors of money? Why should they have an enormous return? Is there any thing special in their situation which calls for this special protection on the part of the legislature. Sometime ago in June last I did agree with the Government that in

most estates the tenants required protection, and I gave my reasons for it. But here the situation is the very reverse. About a century ago partly from the ignorance of rulers and partly for political reasons, the tenants in the north were handed over *en masse* to the zamindars; and if history can be relied upon in this matter, the janmis were originally in the hands of the tenants, and never the tenants in the hands of the janmis. During the invasion of Malabar by Hyder Ali and Tippu Sultan large numbers of Numbudri and Nair janmis fled from the country, leaving the landed property in the possession of the Mappilla kánamdárs. The proclamation in 1793 of the joint commissioners, if I remember aright, refused to give assistance to janmis whose kánamdárs had taken possession of the lands before 1788; it left them altogether in the hands of the Mappilla kánamdárs and partly owing to the moderation and mercy of the kánamdárs and partly owing to other circumstances connected with the liability to Government revenue the janmis got their lands restored to them. Such of the janmis as fled from the country in 1788 and afterwards, were somewhat assisted by the proclamation of the joint commissioners in 1793. We are then to start with this fact that in Malabar, for a long time after the province had passed into the hands of the British, the janmis were more or less in the hands of the Mappilla tenants. The tenants were the masters of the situation, so that if helplessness should be a test in making a law, I respectfully submit that it is the janmis who are entitled to our protection and not the tenants. There is only one other thing that I should like to deal with. I believe I am entering a dangerous ground when I dwell on the political aspect of the question. Assuming upon the ground of justice that this legislation is uncalled for and that absolutely nothing has been adduced to show that Act I of 1887 gave inadequate compensation, shall we be justified in passing this law on the ground that there is a political necessity for it? I hope I shall be pardoned if in making any observations on this aspect of the question I differ from the orthodox views long entertained by the executive officers of Government. It has been said, and I need not hide the fact, that the Government of India has called upon this Government to undertake this legislation with a view to avoid bloodshed and ruin. In other words, this legislation is impressed upon us in view to avoid future Mappilla outrages. I venture to say that these Mappilla outrages have nothing whatever to do with the agrarian laws of Malabar, or very little indeed. In my opinion no legislation affecting the property laws of Malabar, interfering with long established customary rights, rights based upon contracts will, in the least, tend to put an end to these outrages. In spite of what the Honourable Mover has said, there is no evidence that these periodical outbreaks of Mappillas existed while Malabar was under the sway of Hindu Chiefs. On the other hand, there is every reason to believe that Hindus, Christians and Muhammadans lived in perfect harmony in Malabar until it was subjugated by Hyder Ali and Tippu Sultan. These outrages took their origin when Tippu Sultan, who did not inherit his father's wisdom along with his father's throne, carried into that unhappy province the mission of proselytizing with sword in hand. To the work of spoliation to which his father's energies had been confined were added in the name of religion and God the most licentious attacks upon the lives and liberties of the helpless Hindu inhabitants of Malabar. In this pious work of the Sultan and his followers joined not only the ancient Mappillas of the place with some attenuated Arab blood in their veins but also the new converts, the fruits of the holy mission, who were mostly from the outcastes and serfs of the Hindu society and who, as pointed out by the Honourable Mover, were all forcibly circumcised. To the spirit of new fanaticism and to the proverbial feeling of hatred of new converts towards the

followers of the discarded faith was added a desire to avenge ancient wrongs, real and fancied, wrongs to which a suicidal but inexorable Hindu custom had long subjected them. The result is that we find the Mappilla outrages date from this period of Tippu Sultan's pious mission. There is no evidence that these existed before Tippu's prosecutions. From that time this spirit is kept up amongst them and is fanned by Musalias, ignorant fanatics of priests. If these outbreaks are due to agrarian discontent, let me ask a few questions. Among the janmis of Malabar it may be noted there are Brahmins, temples, rajahs and Nairs and there are even Mappillas. Is there any evidence to show that in all these outbreaks any Mappilla janmi had been attacked? Not a single Mappilla janmi had been attacked. We have evidence to show that the Mappilla janmis take as much advantage of the courts by instituting eviction suits and getting their renewal fees and are as fond of property as Hindus. How is it, I ask, that these Mappilla janmis are not attacked? Is there any evidence to show that in all these outbreaks that any Hindu tenant has joined the Mappillas? These are the questions to be asked by Government and should be satisfactorily answered before we can trace these periodical crimes to the agricultural laws in Malabar. I respectfully submit that the Mappilla outrages and the law of compensation have no relation whatever to each other if history tells the truth. The repeal of Act VIII of 1865 as regards Malabar solely in view to these outrages has done nothing to diminish these crimes. As regards agricultural improvements, we have had the ancient compensation law before 1887, and we have the law of 1887, the first advance upon that ancient law. The ancient law, as pointed out by Sir Charles Turner in his able minute, did not award compensation to the extent claimed by those who were afterwards more or less responsible for Act I of 1887. It was only reasonable that the Malabar law should award compensation for some improvements, but as regards trees it did not award as compensation the full value of the improvements. As pointed out by the Hon'ble Mr. Ratnasabhapati Pillai the janmis had a right to the soil and they went in for a portion while another portion was awarded to the tenants. You may pass this law or any other law tampering with customary rights or contractual relations or interfering with the decisions of courts, but it will only demoralise the Mappillas all the more. Among the janmis a vast majority are Hindus and a very small portion of them are Mappillas, but amongst the tenants there are both Mappillas and Hindus, the Mappillas predominating in certain taluks. Whether for the whole district the Mappilla tenants are most numerous or the Hindu tenants, I do not know; and the Honourable Mover of the Bill can possibly give us information on that point. However, the fact remains that this measure is intended to put a stop to any rising on the part of Mappillas on account of alleged agrarian discontent which, as I have already pointed out, has nothing whatever to do with such crimes. The effect of passing this law will be that more and more money will go out from the Hindu and Mappilla landlords to Hindu and Mappilla tenants. But the Hindus of Malabar will not forget that this legislation was intended to benefit the Mappillas with a view to put an end to these outrages and this will produce discontent, irritation and disappointment and it will tend to make the landlords gradually become landless and hopeless and this feeling of disappointment and bitterness would not, I think, be confined to janmis alone,—and I have already said that the public temples of Malabar are amongst the janmis,—but will spread to all classes of Hindus. On the one hand the Hindu inhabitants of Malabar will come to believe that on account of Mappillas' crime and fanaticism legislation after legislation is undertaken by the Madras Government on their behalf, and that the Mappillas are having, on account of their fanaticism, the

best of the worldly advantages as well in addition to their prospect of going to heaven by means of these outrages. It would in the highest degree be demoralising. The whole of the Mappillas would be led to believe that the more fight they give, the more property they get. Is this calculated, I ask, to put an end to these outrages? No, sir. If it is open to me to make suggestions I will make two or three. If it is the intention of Government and if the Government, in spite of all this evidence, is really of opinion that landed interests should be given to Mappillas, the only course open to them is to buy off the janmis at the expense of the State and parcel out lands amongst the Mappillas. Nothing short of that will satisfy the people of Malabar. This is the exact position taken by Sir George Parker and there is no use in tampering with existing rights under any name you like. There are one or two other remedies which I should like to suggest. They may appear fanciful to Government, but I put them forward with the conviction that they are suitable remedies. What I say is: by all means allow the Mappillas any concessions you like. Use kindness and firmness, give them educational concessions, introduce compulsory and free education if it is possible. Let them have all the benefits of education. Let the schoolmasters be let loose amongst them. Let us then hope that in the fullness of time the Mappilla mind will expand till it entertains a healthy suspicion as to the soundness of the teachings of the ignorant and bigoted musaliars. We may then hope that under the influence of the schoolmaster the Mappilla may begin to think that the way to the paradise of black-eyed houris is not to be sprinkled with the innocent blood of infidels. In the meanwhile the Government may think of divesting itself of the last vestiges of its unreasonable suspicion as to Indian loyalty. It may think of arming those helpless inhabitants of Malabar who, on account of their proximity, are often most liable to fall victims to the fury and ruffianism of these ignorant and misguided fanatics. It may think of affording them a further effective protection by forming local corps of volunteers of Nairs, the ancient hereditary soldiers of Malabar. Some such remedies should, in my opinion, be adopted before we can regard these Mappilla outrages of Malabar as memories of the past. I look upon this legislation as altogether uncalled for, artificial, fanciful and fraught with danger to the Hindu inhabitants of Malabar; and in the interest of Mappillas themselves and in the interests of Government this legislation must be given up. For these reasons I find myself altogether unable to accept the Honourable Member's motion before the Council and without any hesitation I oppose it.

The Hon'ble Mr. H. M. WINTERBOTHAM:—It is not a very easy matter to keep in one's head and reply to all the observations that have been made by Hon'ble Members; I am not accustomed to the duty and am afraid I may not discharge it in a satisfactory way. The Hon'ble Mr. Shankara Subbayar says that the right of eviction is absolute as also the title of the janmi. If the enormous amount of literature on record on this subject teaches us anything, it is the hopelessness of expecting any unanimity of opinion on the subject. There are as many opinions as there are men. But there are two large classes; one takes the landlord's side and the other the tenant's. The landlord's argument rests on the old English common law assumption that the lordship of the soil is vested in a handful of men for use or for abuse; and under this view the earth and its produce belong to these men by divine right, and without their gracious permission nature herself can grow nothing and the whole of the human race must starve. Is it possible that we in India should accept a theory which would allow the landlord to keep the whole of his land waste and leave the population to starve? Is it not evident that his rights

should be limited? The Hon'ble Mr. Shankara Subbayar says that the twelve years' lease holders or kánamdárs should be made permanent tenants. That has been the opinion of all the committees, except the last, that have dealt with this subject. But this is a most tremendously difficult question, and if you ask the janmi whether he would have his tenant made permanent or whether he would rather pay him liberal terms of compensation when he is evicted, I think he would say that the measure now before us his the alternative which he would infinitely prefer. The Hon'ble Mr. Shankara Subbayar further says that the annuity table will be quite beyond the comprehension of the tenants. On the same ground we should do away with the Limitation Act, because no tenant, or poor man can understand why, if within thirty-six months he may bring a suit for a debt that is owed to him, he may not bring the suit if thirty-seven months have elapsed! We cannot legislate in such a manner that all the uneducated tenantry of Malabar shall understand it. The tables themselves are simple enough to be understood, and in a single minute by running your finger along the line you can find out what compensation the law intends to award for certain improvements. If a tenant cannot understand it, that is no objection to the Bill. True the subject itself is complex, and nothing can make it simple. Every one of the stages that Mr. Benson has mentioned in his schedules must be gone through by a Commissioner who is appointed to settle the amount of compensation in a particular case. It is unavoidable, and no amount of ingenuity can make this extremely complex subject simple. The adoption of an average price for cocoanuts, the Hon'ble Mr. Shankara Subbayar says, is objectionable and he says that the present market value should be taken. But if you take the present market value of the cocoanut, we find that on the West Coast cocoanuts are selling at Rs. 30 a thousand. I do not know if a landlord would like to pay compensation on the basis of the market price of Rs. 30 per 1,000. The customary rate allowed by the courts is only Rs. 15 per 1,000. That is unfairly low and therefore the Bill proposes Rs. 20 as a fair average, but I do not think that the Honourable Member's proposal that the market value for the time being should be taken as the commutation rate would be approved by the Malabar landlord! The Honourable Member objects altogether to the provision against overplanting on the ground that this is a matter which should be left to the tenant, who probably knows his own interest better than the Government does. I have already pointed out that we only propose not to award compensation for overplanting in respect of immature trees. Otherwise just before the termination of the lease a tenant may plant an inordinate number of young trees in the hope that he will be awarded 6 or 8 annas a piece by the court—and if he plants four or five hundred trees to the acre the award of compensation would be iniquitously great. If the trees are mature, the settlement of compensation would then come under another section of the Bill altogether. If the trees have arrived at a bearing age before the expiry of the lease, the produce of each tree would have to be calculated and this proviso against over-planting would not apply. The Hon'ble Mr. Ratnasabhapati Pillai objects to the Bill on the ground that this is piecemeal legislation. We cannot help it. Act I of 1887 is already law; and if, as is admitted, the Act is construed by the courts entirely at variance with the intention of the legislature, it is necessary that the legislature should amend the law. Whenever, in any case, not in this case only, the courts,—to use a very well-known common phrase,—drive a coach and four through an Act, it is quite in consonance with precedent and practice for the legislature to say "This is not what we intended and we will therefore amend the Act in order that it may fulfil our intentions." The Hon'ble Mr. Vijayaraghavachariar says that the Bill evinces the reluctance of Government to accept the decisions of the courts. I have answered that already. Constantly the legislature has to say that it does not accept the rulings of the courts and that an Act is construed in a way that it was never intended to be construed. That is exactly the position in the present case. The Honourable Member further says that Act I of 1887 was the outcome of a struggle between the executive officers in Malabar and the courts in Malabar and Madras. I must say this is a most unfair and ungrounded criticism. The late Sir T. Muttusami Aiyar was one of the members of the committee, and, as I have already shown, was one of the staunchest upholders of what is claimed to be the tenant's right. The Hon'ble Mr. Justices Shephard and Subramania Aiyar were also on the committee. When Mr. H. J. Stokes affirmed that the object of the committee was to give the tenant the full market value of the tree, and not merely the cost of planting, protecting and maintaining it, all the Members of the committee were agreed that the object stated by Mr. Stokes was the object to be kept in view. We have three High Court Judges advising the Government that this legislation was perfectly fair and proper, and that the tenant was entitled to get a great deal more than our present Bill proposes to give him. As I have already pointed out, if the capitalised value of an improvement exceeds the cost of effecting it, we now propose to allow the landlord to participate in the surplus. As a matter of fact there is no struggle between the executive officers and the courts at all.

The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR:—The previous law of compensation has been recognised by Judges like Collet and Strange.

The Hon'ble Mr. H. M. WINTERBOTHAM:—There is another point. The Hon'ble Mr. Vijayaraghavachariar has remarked in the course of his speech that we have no evidence at all that Act I of 1887 is inequitably worked and that the awards under it are inadequate. I can only convince the Honourable Member by asking him to peruse the literature on record; it will take a week for him to do it as there are four or five volumes which will be placed at his disposal if he wants them, and if he goes through these volumes they will convince him that the compensation awarded is inequitably low. To quote one or two instances: There are certain tables of rates like these schedules in the Bill, which have been approved by the Government and the High Court and laid down for the guidance of six Munsif's Courts in North Malabar. In the table of rates the highest amount awardable for a cocoanut tree bearing 100 nuts a year is Rs. 3, and at the present time the market value of nuts on the West Coast is Rs. 3 a hundred or Rs. 30 a thousand. Thus the tenant on eviction receives only the value of one year's produce as a maximum. Another instance is in the case of pepper. If the pepper vine yields five rupees' worth of pepper a year, the rate of compensation under this table is annas 8. The tenant has reared a vine yielding about Rs. 5 worth of pepper every year and which should last in full vigour of bearing for 30 years, and under that table the compensation which he gets on eviction is only annas 8. When Sir George Parker and those who think with him cannot see that such compensation is *primâ facie* inequitable, one can only beg to differ and the question must be settled by hard voting. If this correspondence is read and the Honourable Member will examine the sanctioned tables of rates that are now in force, I am sure that he will withdraw his opinion and remark that there is no evidence at all that the prevailing rates of compensation are inadequate. I do not know that I can usefully make any further comments, and I will now ask His Excellency to put the motion to the vote that the Bill be read in Council.

The motion was put to the Council and agreed to.

The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR:—I request that votes be recorded. I shall be satisfied with the noes.

The SECRETARY recorded the voting as desired.

His Excellency the PRESIDENT:—In compliance with the request of the Hon'ble Mr. Vijayaraghavachariar, the dissentient votes have been recorded and the only dissentient vote was his own.

The SECRETARY then read the title of the Bill.

The Hon'ble Mr. H. M. WINTERBOTHAM:—With your Excellency's permission I will now move the appointment of a Select Committee to consider the provisions of the Bill. The gentlemen whose names I suggest are: The Hon'ble M.R.Ry. Shankara Subbayar, the Hon'ble M.R.Ry. V. Bhashyam Aiyangar, the Hon'ble M.R.Ry. C. Jambulingam Mudaliyar, the Hon'ble the Advocate-General, the Hon'ble Mr. G. S. Forbes, the Hon'ble Mr. J. Sturrock and myself.

The Hon'ble Mr. G. STOKES seconded the motion which was put to the Council and agreed to.

* * * * *

H. TREMENHEERE,
Secretary to the Council.

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To

THE HONOURABLE THE COUNCIL OF THE GOVERNOR OF FORT ST. GEORGE FOR MAKING LAWS AND REGULATIONS.

1. We the undersigned, Members of the Select Committee to whom the Malabar Compensation for Tenants' Improvements Bill was referred, have considered the Bill and the papers noted on the margin and have now the honour to submit this our report, together with the Bill as amended by us annexed thereto.

Papers 1 to 15 relating to the Bill.

2. *Section 3.*—The definition of 'tenant' in the Act of 1887 was imported from the Bengal Tenancy Act and is admittedly defective and inappropriate. In the definition which we have adopted our object has been to include within it (1) all mortgagees, (2) all sub-lessees and sub-mortgagees, (3) all tenants, who, owing to disputes as to the right of succession to the office of Kâranavan (Manager) of a Tarawad, or to the office of Uralan (Manager) of temple property, and the like, happen in good faith to have accepted a demise from a person who subsequently turns out to be not the legal landlord, and (4) the squatters who by the custom of Malabar are entitled on ejection to compensation for improvements.

3. As regards the admission of all mortgagees to the benefit of the Act it must be remembered that the usual Malabar demise, the Kânam, is regarded either as a mortgage or as a lease. Kânamdars, whether regarded as mortgagees or as lessees, are entitled by custom to compensation for improvements and the recognition of all mortgagees as tenants for the purposes of the Act is not only in accord with Malabar custom, but may be justified on grounds of general policy. It is contrary to public policy that persons who raise money on mortgage with possession should be permitted to stipulate that the mortgagee is not to be entitled to claim compensation for any improvements which he may effect on the land mortgaged.

4. Mortgagees being now included in the definition of "tenant", the term "ejectment" is defined as including redemption or recovery of possession of land mortgaged.

5. The definition of "improvement" has been amended by inserting after the words 'any work' the words "or product of a work," the object being to make it plain that where the tenant has raised fruit trees, the trees themselves are the improvement for which compensation is to be awarded in the manner provided in the Act.

6. In the same definition, the words "mortgaged or occupied" have been inserted order to make the definition consistent with the new definition of 'tenant'.

7. The explanation appended to section 4 (1) of the original Bill has on full leration been omitted. If an improvement substantially diminishes the value of her part of the landlord's property whether within or outside the tenant's holding the landlord has his remedy by way of civil suit brought within the period allowed by the law of limitation. In a vast number of cases the improvements were effected, without objection by the landlord, one or more generations ago, and it would, in the opinion of the Committee, be inexpedient to permit the plea that such improvements to a holding were injurious to other portions of the landlord's property.

8. *Section 4.*—Clauses (*k*) and (*i*) of section 4 (2) of the original Bill have been consolidated into one clause 4 (*h*): Clause 4 (*h*) of the amended Bill declares the protection and maintenance of any useful trees and plants to be an improvement, no matter by whom they were planted or whether they came into being spontaneously either before or during the tenancy. The method and measure of compensation will however differ according as to whether the trees were or were not in existence when the tenancy began. Sections 9 to 13 of the amended Bill must be referred to for the different ways in which according to circumstances the compensation is to be calculated.

9. *Section 5.*—Section 5 of the original Bill has been almost entirely recast. The words "notwithstanding any custom to the contrary" have been omitted as the Bill and Act [illegible] mainly based upon the customary law of Malabar and

the object is not to abrogate such custom; but if in certain respects the Bill should be at variance with the custom, the custom of course will not prevail against the explicit provisions of the enactment.

10. The words "improvements made by him or his predecessors in interest" would not cover the case of a tenant who has already paid compensation for improvements to a sub-tenant whose sub-tenancy has terminated. As the tenant is entitled to recover from the landlord compensation for such improvements, an addition has been made of the words "or by any person not in occupation at the time of the ejectment who derived title from either of them," *i.e.*, from the tenant or from his assignor if he had a predecessor in interest.

11. Under the general law a tenant who does not surrender in accordance with the terms of his lease becomes a trespasser who may be held accountable for mesne profits.

We have made it clear that a tenant to whom compensation is due shall be entitled to continue in possession as tenant on the same terms until actual ejectment by the order of a court.

12. *Section 6.*—Section 6 of the original Bill has been also almost entirely recast—

As amended by the Committee section 6 now refers exclusively to the procedure to be followed by the courts. To prevent disputes it is provided that any compensation payable by the decree-holder shall be paid through the court.

Sub-section (2) of this section in the original Bill, which gave the tenant judgment-debtor the right to enforce execution of the decree, as a money decree for the amount of compensation payable on ejectment, has had our prolonged and careful consideration. The object of conferring the right was to prevent the decree-holder from keeping the decree hanging for years over the head of the tenant, on the chance of obtaining a re-valuation of the improvements more favourable to the decree-holder. Considering the time which may elapse between the decree and its execution a revaluation of the improvements cannot in the interests of the tenant be prohibited, and is, as a fact, now allowed by the practice of the Malabar Courts though the law as it stands does not expressly provide for it.

In sub-section (3) of section 6 as amended by us, we have distinctly recognized the necessity of such re-valuation when executing the decree.

The proposal to give the tenant the right to enforce execution has however been strongly objected to as inequitable if the landlord be willing to continue the tenancy, and we took great pains to work out a scheme of procedure under which the landlord (decree-holder) who deemed it against his interest to execute the decree, should be enabled to escape the consequences of the decree by renewing the lease for a substantial term of years. It would however continually happen that the decree-holder being a mortgagee or sub-tenure holder would not be legally in a position to secure the tenant in undisturbed possession for the necessary term, and the difficulties arising from the complicated tenures and sub tenures in Malabar are so great that we reluctantly gave up our idea as impracticable.

The balance of advantage appears to us to weigh against giving the tenant the right to enforce execution, and we have therefore simply omitted sub-section (2) of section 6 of the original Bill.

We have also omitted sub-section (3) of section 6 of the original Bill which allowed a landlord to set off against the value of the tenant's improvements any reduction of rent or other advantage granted by the landlord as a consideration for making the improvements. In effect, this provision would uphold all contracts whereby the tenant agreed to forego his right to compensation, and is plainly inconsistent with that necessary provision in the existing Act which refuses to allow the tenant to contract himself out of the rights which it is the object of the Act to secure.

13. The substance of sub-section (4) is embodied in sub-sections (2) and (3) of the amended section.

14. Sub-sections (5) and (6) have been retained in the amended Bill as sections 7 and 8.

15. *Section 9.*—Except in one important particular which will be referred to in the next paragraph, section 9 of the amended Bill is to the same effect as sections 7 and 8 of the original Bill, the two sections having been compressed into one and shortened without, it is hoped, any sacrifice of perspicuity.

16. In cases where the annuity value of an improvement exceeds the cost of making the improvement, section 8 (*c*) of the original Bill provided that the surplus should be divided between the landlord and the tenant in the proportion of one-fourth to the former and three-fourths to the latter.

We have raised the landlord's share in the surplus to one half. The division must of necessity be arbitrary, and the rule is doubtless open to the objection that it takes no account of the varying degrees in which fertility of soil, or the natural advantages of the ground, may have contributed to the increased value; but under the conditions prevailing in Malabar the division of the surplus between the landlord and tenant cannot be left to the discretion of the Commissioners appointed to value improvements, and an apportionment of half and half, though but a rough sort of compromise, will generally be accepted as not inequitable.

17. With reference to the change made by sub-section (2) of section 9 of the amended Bill, in the wording of section 8 (*d*) of the original Bill it may be as well to point out that the cost *plus* one half of the excess of the value over the cost is mathematically the same thing as half the value *plus* half the cost.

We have preferred our wording because it draws attention to the principle on which the division is made, *viz.*, that the tenant should be repaid the cost of the improvement, and that any surplus over the cost should be divided equally between him and the landlord.

18. It may be here stated that we have thought it best to omit the schedules appended to the original Bill. Schedule I is merely an arithmetical table which is out of place in an Act. The schedule prices of cocoanuts, arecanuts, pepper and paddy, and the schedule cost of cultivating an acre of paddy, and of cultivating and maintaining a cocoanut or areca palm, and a pepper vine could not be safely accepted without further enquiry, and we have thought it better to leave it to the Local Government to publish the necessary tables. Sections 15 and 17 of the amended Bill have been framed to give the Local Government the necessary powers.

19. Inasmuch as the price of the chief Malabar products, *viz.*, cocoanut, arecanut, pepper and paddy is liable to fluctuate greatly from year to year, we have provided in section 16 (recasting section 12 of the original Bill) that the money value of produce shall be calculated at the average price, as near as may be ascertainable, of the ten years immediately preceding the institution of the suit.

20. In view of the omission of the schedules, we have omitted the illustrations appended to section 8 of the original Bill, which in the absence of the schedules are unintelligible.

21. *Sections 10—13.*—Sections 9 and 10 of the original Bill have been recast in sections 10 to 13 of the amended Bill. For timber and other useful trees and plants grown during the period of the tenancy we propose that the tenant should receive three-fourths of the auction value.

22. *Section 12.*—When an improvement is such that it may be valued either under section 9, 10 or 11 we have provided in section 12 that the compensation shall be fixed in the way prescribed by any of the said sections which is most favourable to the tenant. The illustrations which we have appended to section 12 will show the equity of this provision.

23. *Section 13.*—Where the improvement consists merely in the protection and maintenance of fruit or timber trees which were already in being when the tenant entered on the land it appears obviously unfair that the value of the improvement should be computed in the manner provided in section 9. We have accordingly provided in section 13 that in such case the measure of compensation shall be the proper cost of protection and maintenance.

24. *Section 14.*—The object of this section is to furnish a means of checking the working of sections 9, 10, 11 and 12 of the amended Bill by providing generally certain limits within which the compensation awarded must fall.

25. *Section 18.*—In section 18 of the amended Bill we have, not without considerable doubt, retained with some modifications the provisions of section 15 of the original Bill against over-planting.

We have omitted pepper because our information as to the proper number of vines, or standards, to the acre is very defective.

We have raised the number of cocoanut trees per acre to 120, which is by general repute the usual number for a fully planted garden. We have raised the number of jack trees from 30 to 60. Even this larger figure gives an area of over 80 square yards per tree, an area which only the finest trees would occupy.

26. *Section* 19.—In section 19 of the amended Bill we propose an important addition to section 16 of the original Bill (section 7 of Act I of 1887), which prevents a tenant from contracting himself out of the Act. We propose to uphold agreements in writing registered, when the object of the agreement is to settle the amount of compensation due in respect of improvements already made. In the interests of both parties and to reduce litigation it would seem desirable to furnish this means of coming to an amicable settlement out of court.

27. We recommend that the Bill as amended be passed into law.

(Signed) H. M. WINTERBOTHAM.
(„) J. STURROCK.
(„) G. S. FORBES.
(„) C. ARNOLD WHITE.
(„) V. BHASHYAM IYENGAR.
(„) C. JAMBULINGAM MUDALIYAR.

15*th June* 1899.

MINUTES.

I consider that in paragraph 3 the last sentence, and the words "not only" and "but may be justified on grounds of general policy" in the penultimate sentence of the same paragraph may better be omitted. I think the claim for compensation on behalf of all mortgagees in Malabar receives ample support from the custom of Malabar and from the fact that the usual Malabar demise is a kânam which may be treated as a mortgage or a lease with a premium. It seems unnecessary to invoke the aid of "general policy," which I consider is a contentious point. In the Select Committee, it was considered whether it would not be proper to exclude from the operation of the Act mortgages created only for the purpose of raising money, and not with a view to granting leases for cultivation purposes; and the Bill as introduced recognized this distinction and excluded certain forms of mortgage under the Transfer of Property Act. The idea had to be abandoned, and the present form, bringing in all Malabar mortgages within the scope of the Act, was adopted, as the Committee felt great difficulty in drawing a line between Malabar mortgages which combine tenancy like the kânam and pure mortgages intended only for raising money. It is only in consequence of the specified feature of Malabar land-holding and mortgages that the Act was made one of general application in that district to all mortgages. The Transfer of Property Act, which is of general application to the whole Presidency, does not recognize a right on behalf of mortgagees to make improvements and claim compensation for them as in Malabar. The Bill is only a special legislation based on local custom, and as such it seems to me that no statement of general policy should be brought in to support it, especially when that statement is open to contention.

Section 4, clause (*h*), provides that the protection and maintenance of fruit trees also is an improvement to be compensated for. The lease of an existing fruit garden implies protection and maintenance as a condition precedent of the tenancy, and the proper remuneration of the tenant is the annual profit which he may derive from the tenancy. No separate compensation could therefore be rightly given him for protection and maintenance, treating them as improvements in addition to such profits.

15*th June* 1899. (Signed) C. JAMBULINGAM MUDALIYAR.

From the report of the Select Committee on the Malabar Compensation for Tenants' Improvements Bill, revised up to the 1st instant, I find that certain amendments I had suggested have not been adopted. I think them necessary and important, and therefore submit them for the consideration of the Council.

I. The omission of sub-section (3) of section 6 of the original Bill.

I am for restoring this provision.

It is a common practice with the janmi to stipulate in the agreement for reduced rent on condition of improvements by the tenant.

When such a stipulation has been made and the tenant has accepted it in his own interests, it cannot be set at naught. Otherwise the transaction would be one-sided. While the janmi would be receiving only the reduced rent, he would be liable to pay full compensation to the tenant all the same. That would be enforcing the agreement unwisely and unfairly, giving undue advantage to one of the contracting parties as against the other. Full rent and full compensation must go together. To hold the contract void in regard to compensation and valid for low rent, would have a mischievous and demoralising effect. Would the Legislature be at all justified in interfering with the freedom of private contract, to the exclusive advantage of one party, and prejudice of the other?

The provision is contained in Act I of 1887, and it has been more clearly reproduced in the present Bill as introduced in the Council.

The preponderance of views embodied in the correspondence on the measure is in favour of the provision.

II. *Section* 9.—I would suggest the omission of the following part in sub-section (1), "and the number of years during which such increase may reasonably be expected to continue, and shall then ascertain the present value at 6 per cent. of an annuity equal to such money value for such number of years," and the corresponding terms in the two paragraphs of sub-section (2), viz., "the present value of the annuity" inserting instead "such money value".

The principle of allowing compensation for future produce which the wordings in question involve is unknown to the system of land-tenures in Malabar, and I may venture to state, it is unknown to the law of landlord and tenant, in any other country, so far as my information goes. The tenants themselves do not claim such a position, and the Legislature ought not to declare that the tenant has the right to the trees during their whole fruitful life-time. It would engender mischievous ideas, promote litigation, and lead to endless agitation. All that a tenant expects and can reasonably expect is compensation at fair and liberal rates for improvements. Such rates it is quite possible to allow within the limits which the law empowers Government to prescribe, without going into the question of *future produce* and *annuity*. The annuity table and the illustrations involving complicated methods of calculation have been properly dropped, and it would only be in keeping with this step and the immemorial usage, to avoid all reference to the *future* and *annuity* in the matter of compensation. The relation between landlord and tenant cannot be reduced. The very terms imply that the right of the one is superior to that of the other. The Malabar janmi is not like the zamindar on the East Coast. The janm right originated *first* and *then* came the tenant. In fact there is a close analogy between the Malabar janmi and the English landlord. The law of compensation in England stands, I believe, on the sole basis of *outlay*. In other words the measure of compensation is the cost of the improvements effected by the tenant. No landlord can bear the idea of his lessee being treated as if he were the absolute owner of the trees he has planted on the landlord's soil. Again, as regards the value of the increase, the tenant might have been enjoying the additional produce many years without any additional rent to the janmi. No provision is made for a fair deduction on this account. Further, if it is resolved to declare the tenant's claim to future produce, it would be far better to let him continue in possession of the produce he has raised than make the janmi pay compensation. In that case there is at least the chance of the janmi being saved a positive loss arising from the premature decay of the trees.

TRIVANDRUM, SHUNGRASOOBYER.
7*th July* 1899.

Government of Fort St. George.

LEGISLATIVE DEPARTMENT.

Report of the Select Committee on the Bill to secure to Tenants in the Malabar District Compensation for Improvements.

[120—22-7-99.]

To

THE HONOURABLE THE COUNCIL OF THE GOVERNOR OF FORT ST. GEORGE FOR MAKING LAWS AND REGULATIONS.

1. We, the undersigned Members of the Select Committee to whom the Malabar Compensation for Tenants' Improvements Bill was referred, have considered the Bill and the papers noted on the margin and have now the honour to submit this our report, together with the Bill as amended by us annexed thereto.

Papers 1 to 15 relating to the Bill.

2. *Section 3.*—The definition of "tenant" in the Act of 1887 was imported from the Bengal Tenancy Act and is admittedly defective and inappropriate. In the definition which we have adopted our object has been to include within it (1) all mortgagees, (2) all sub-lessees and sub-mortgagees, (3) all tenants, who, owing to disputes as to the right of succession to the office of Kâranavan (Manager) of a Tarawad, or to the office of Uralan (Manager) of temple property, and the like, happen in good faith to have accepted a demise from a person who subsequently turns out to be not the legal landlord, and (4) the squatters who by the custom of Malabar are entitled on ejection to compensation for improvements.

3. As regards the admission of all mortgagees to the benefit of the Act it must be remembered that the usual Malabar demise, the Kânam, is regarded either as a mortgage or as a lease. Kânamdars, whether regarded as mortgagees or as lessees, are entitled by custom to compensation for improvements and the recognition of all mortgagees as tenants for the purposes of the Act is not only in accord with Malabar custom, but may be justified on grounds of general policy. It is contrary to public policy that persons who raise money on mortgage with possession should be permitted to stipulate that the mortgagee is not to be entitled to claim compensation for any improvements which he may effect on the land mortgaged.

4. Mortgagees being now included in the definition of "tenant", the term "ejectment" is defined as including redemption or recovery of possession of land mortgaged.

5. The definition of "improvement" has been amended by inserting after the words "any work" the words "or product of a work," the object being to make it plain that where the tenant has raised fruit trees, the trees themselves are the improvement for which compensation is to be awarded in the manner provided in the Act.

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7. The explanation appended to section 4 (1) of the original Bill has on full consideration been omitted. If an improvement substantially diminishes the value of any other part of the landlord's property whether within or outside the tenant's holding the landlord has his remedy by way of civil suit brought within the period allowed by the law of limitation. In a vast number of cases the improvements were effected, without objection by the landlord, one or more generations ago, and it would, in the opinion of the Committee, be inexpedient to permit the plea that such improvements to a holding were injurious to other portions of the landlord's property.

8. *Section 4.*—Clauses (*h*) and (*i*) of section 4 (2) of the original Bill have been consolidated into one clause 4 (*h*). Clause 4 (*h*) of the amended Bill declares the protection and maintenance of any useful trees and plants to be an improvement, no matter by whom they were planted or whether they came into being spontaneously either before or during the tenancy. The method and measure of compensation will however differ according as to whether the trees were or were not in existence when the tenancy began. Sections 9 to 13 of the amended Bill must be referred to for the different ways in which according to circumstances the compensation is to be calculated.

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10. The words "improvements made by him or his predecessors in interest" would not cover the case of a tenant who has already paid compensation for improvements to a sub-tenant whose sub-tenancy has terminated. As the tenant is entitled to recover from the landlord compensation for such improvements, an addition has been made of the words "or by any person not in occupation at the time of the ejectment who derived title from either of them," *i.e.*, from the tenant or from his assignor if he had a predecessor in interest.

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As amended by the Committee section 6 now refers exclusively to the procedure to be followed by the courts. To prevent disputes it is provided that any compensation payable by the decree-holder shall be paid through the court.

Sub-section (2) of this section in the original Bill, which gave the tenant judgment-debtor the right to enforce execution of the decree, as a money decree for the amount of compensation payable on ejectment, has had our prolonged and careful consideration. The object of conferring the right was to prevent the decree-holder from keeping the decree hanging for years over the head of the tenant, on the chance of obtaining a re-valuation of the improvements more favourable to the decree-holder. Considering the time which may elapse between the decree and its execution a re-valuation of the improvements cannot in the interests of the tenant be prohibited, and is, as a fact, now allowed by the practice of the Malabar Courts though the law as it stands does not expressly provide for it.

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13. The substance of sub-section (4) is embodied in sub-sections (2) and (3) of the amended section.

14. Sub-sections (5) and (6) have been retained in the amended Bill as sections 7 and 8.

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We have raised the landlord's share in the surplus to one half. The division must of necessity be arbitrary, and the rule is doubtless open to the objection that it takes no account of the varying degrees in which fertility of soil, or the natural advantages of the ground, may have contributed to the increased value; but under the conditions prevailing in Malabar the division of the surplus between the landlord and tenant cannot be left to the discretion of the Commissioners appointed to value improvements, and an apportionment of half and half, though but a rough sort of compromise, will generally be accepted as not inequitable.

17. With reference to the change made by sub-section (2) of section 9 of the amended Bill, in the wording of section 8 (*d*) of the original Bill it may be as well to point out that the cost *plus* one half of the excess of the value over the cost is mathematically the same thing as half the value *plus* half the cost.

We have preferred our wording because it draws attention to the principle on which the division is made, *viz.*, that the tenant should be repaid the cost of the improvement, and that any surplus over the cost should be divided equally between him and the landlord.

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19. Inasmuch as the price of the chief Malabar products, *viz.*, cocoanut, arecanut, pepper and paddy is liable to fluctuate greatly from year to year, we have provided in section 16 (recasting section 12 of the original Bill) that the money value of produce shall be calculated at the average price, as near as may be ascertainable, of the ten years immediately preceding the institution of the suit.

20. In view of the omission of the schedules, we have omitted the illustrations appended to section 8 of the original Bill, which in the absence of the schedules are unintelligible.

21. *Sections 10—13.*—Sections 9 a[illegible]0 of the original Bill have been recast in sections 10 to 13 of the amended Bill. [illegible]imber and other useful trees and plants grown during the period of the tenancy [illegible]ropose that the tenant should receive three-fourths of the auction value.

22. *Section 12.*—When an improvement is such that it may be valued either under section 9, 10 or 11 we have provided in section 12 that the compensation shall be fixed in the way prescribed by any of the said sections which is most favourable to the tenant. The illustrations which we have appended to section 12 will show the equity of this provision.

23. *Section 13.*—Where the improvement consists merely in the protection and maintenance of fruit or timber trees which were already in being when the tenant entered on the land it appears obviously unfair that the value of the improvement should be computed in the manner provided in section 9. We have accordingly provided in section 13 that in such case the measure of compensation shall be the proper cost of protection and maintenance.

24. *Section 14.*—The object of this section is to furnish a means of checking the working of sections 9, 10, 11 and 12 of the amended Bill by providing generally certain limits within which the compensation awarded must fall.

25. *Section 18.*—In section 18 of the amended Bill we have, not without considerable doubt, retained with some modifications the provisions of section 15 of the original Bill against over-planting.

We have omitted pepper because our information as to the proper number of vines, or standards, to the acre is very defective.

We have raised the number of cocoanut trees per acre to 120, which is by general repute the usual number for a fully planted garden. We have raised the number of jack trees from 30 to 60. Even this larger figure gives an area of over 80 square yards per tree, an area which only the finest trees would occupy.

26. *Section* 19.—In section 19 of the amended Bill we propose an important addition to section 16 of the original Bill (section 7 of Act I of 1887), which prevents a tenant from contracting himself out of the Act. We propose to uphold agreements in writing registered, when the object of the agreement is to settle the amount of compensation due in respect of improvements already made. In the interests of both parties and to reduce litigation it would seem desirable to furnish this means of coming to an amicable settlement out of court.

27. We recommend that the Bill as amended be passed into law.

(Signed) H. M. WINTERBOTHAM.
(„) J. STURROCK.
(„) G. S. FORBES.
(„) C. ARNOLD WHITE.
(„) V. BHASHYAM IYENGAR.
(„) C. JAMBULINGAM MUDALIYAR.

15*th June* 1899.

MINUTES.

I consider that in paragraph 3 the last sentence, and the words "not only" and "but may be justified on grounds of general policy" in the penultimate sentence of the same paragraph may better be omitted. I think the claim for compensation on behalf of all mortgagees in Malabar receives ample support from the custom of Malabar and from the fact that the usual Malabar demise is a kânam which may be treated as a mortgage or a lease with a premium. It seems unnecessary to invoke the aid of "general policy," which I consider is a contentious point. In the Select Committee, it was considered whether it would not be proper to exclude from the operation of the Act mortgages created only for the purpose of raising money, and not with a view to granting leases for cultivation purposes; and the Bill as introduced recognized this distinction and excluded certain forms of mortgage under the Transfer of Property Act. The idea had to be abandoned, and the present form, bringing in all Malabar mortgages within the scope of the Act, was adopted, as the Committee felt great difficulty in drawing a line between Malabar mortgages which combine tenancy like the kânam and pure mortgages intended only for raising money. It is only in consequence of the specified feature of Malabar land-holding and mortgages that the Act was made one of general application in that district to all mortgages. The Transfer of Property Act, which is of general application to the whole Presidency, does not recognize a right on behalf of mortgagees to make improvements and claim compensation for them as in Malabar. The Bill is only a special legislation based on local custom, and as such it seems to me that no statement of general policy should be brought in to support it, especially when that statement is open to contention.

Section 4, clause (*h*), provides that the protection and maintenance of fruit trees also is an improvement to be compensated for. The lease of an existing fruit garden implies protection and maintenance as a condition precedent of the tenancy, and the proper remuneration of the tenant is the annual profit which he may derive from the tenancy. No separate compensation could therefore be rightly given him for protection and maintenance, treating them as improvements in addition to such profits.

15*th June* 1899. (Signed) C. JAMBULINGAM MUDALIYAR.

From the report of the Select Committee on the Malabar Compensation for Tenants' Improvements Bill, revised up to the 1st instant, I find that certain amendments I had suggested have not been adopted. I think them necessary and important, and therefore submit them for the consideration of the Council.

I. The omission of sub-section (3) of section 6 of the original Bill.

I am for restoring this provision.

It is a common practice with the janmi to stipulate in the agreement for reduced rent on condition of improvements by the tenant.

When such a stipulation has been made and the tenant has accepted it in his own interests, it cannot be set at naught. Otherwise the transaction would be one-sided. While the janmi would be receiving only the reduced rent, he would be liable to pay full compensation to the tenant all the same. That would be enforcing the agreement unevenly and unfairly, giving undue advantage to one of the contracting parties as against the other. Full rent and full compensation must go together. To hold the contract void in regard to compensation and valid for low rent, would have a mischievous and demoralising effect. Would the Legislature be at all justified in interfering with the freedom of private contract, to the exclusive advantage of one party, and prejudice of the other?

The provision is contained in Act I of 1887, and it has been more clearly reproduced in the present Bill as introduced in the Council.

The preponderance of views embodied in the correspondence on the measure is in favour of the provision.

II. *Section* 9.—I would suggest the omission of the following part in sub-section (1), "and the number of years during which such increase may reasonably be expected to continue, and shall then ascertain the present value at 6 per cent. of an annuity equal to such money value for such number of years," and the corresponding terms in the two paragraphs of sub-section (2), viz., "the present value of the annuity" inserting instead "such money value".

The principle of allowing compensation for future produce which the wordings in question involve is unknown to the system of land-tenures in Malabar, and I may venture to state, it is unknown to the law of landlord and tenant, in any other country, so far as my information goes. The tenants themselves do not claim such a position, and the Legislature ought not to declare that the tenant has the right to the trees during their whole fruitful life-time. It would engender mischievous ideas, promote litigation, and lead to endless agitation. All that a tenant expects and can reasonably expect is compensation at fair and liberal rates for improvements. Such rates it is quite possible to allow within the limits which the law empowers Government to prescribe, without going into the question of *future produce* and *annuity*. The annuity table and the illustrations involving complicated methods of calculation have been properly dropped, and it would only be in keeping with this step and the immemorial usage, to avoid all reference to the *future* and *annuity* in the matter of compensation. The relation between landlord and tenant cannot be reversed. The very terms imply that the right of the one is superior to that of the other. The Malabar janmi is not like the zamindar on the East Coast. The janm right originated *first* and *then* came the tenant. In fact there is a close analogy between the Malabar janmi and the English landlord. The law of compensation in England stands, I believe, on the sole basis of *outlay*. In other words the measure of compensation is the cost of the improvements effected by the tenant. No landlord can bear the idea of his lessee being treated as if he were the absolute owner of the trees he has planted on the landlord's soil. Again, as regards the value of the increase, the tenant might have been enjoying the additional produce many years without any additional rent to the janmi. No provision is made for a fair deduction on this account. Further, if it is resolved to declare the tenant's claim to future produce, it would be far better to let him continue in possession of the produce he has raised than make the janmi pay compensation. In that case there is at least the chance of the janmi being saved a positive loss arising from the premature decay of the trees.

TRIVANDRUM, SHUNGRASOOBYER.
7*th July* 1899.

Government of Fort St. George.

LEGISLATIVE DEPARTMENT.

Report of the Select Committee on the Bill to secure to Tenants in the Malabar District Compensation for Improvements.

[120—24-8-99.]

Proceedings of a Meeting of the Council of the Governor of Fort St. George assembled for the purpose of making Laws and Regulations under the provisions of the Acts of Parliament, 24 and 25 Victoria, Cap. 67, and 55 and 56 Victoria, Cap. 14.

The Council met at the Council Chamber in Fort St. George, at 12 o'clock noon, on Tuesday the 14th day of November 1899.

PRESENT:

His Excellency the GOVERNOR OF MADRAS, G.C.M.G., G.C.I.E.—*Presiding.*
The Hon'ble Mr. A. T. ARUNDEL, C.S.I.
The Hon'ble Mr. H. M. WINTERBOTHAM.
The Hon'ble GHULAM MUHAMMAD SAHIB BAHADUR.
The Hon'ble Mr. H. P. HODGSON.
The Hon'ble Mr. J. STURROCK.
The Hon'ble the RAJA OF BOBBILI, K.C.I.E.
The Hon'ble Mr. G. STOKES.
The Hon'ble Lieutenant-Colonel Sir GEORGE MOORE, *Kt.*, C.I.E.
The Hon'ble Mr. J. THOMSON.
The Hon'ble Mr. D. DUNCAN.
The Hon'ble M.R.Ry. P. RAJARATNA MUDALIYAR Avargal, Diwan Bahadur.
The Hon'ble Mr. C. E. P. VANS AGNEW.
The Hon'ble Mr. F. A. NICHOLSON, C.I.E.
The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR Avargal.
The Hon'ble M.R.Ry. C. JAMBULINGAM MUDALIYAR Avargal, Rao Bahadur.
The Hon'ble M.R.Ry. P. RATNASABHAPATI PILLAI Avargal.
The Hon'ble M.R.Ry. G. VENKATARATNAM PANTULU Garu.
The Hon'ble M.R.Ry. V. BHASHYAM AIYANGAR Avargal, C.I.E., Diwan Bahadur (Officiating Advocate-General).

* * * * *

THE MALABAR COMPENSATION FOR TENANTS' IMPROVEMENTS BILL.

The Hon'ble Mr. H. M. WINTERBOTHAM, in presenting the report of the Select Committee on the above Bill and moving that the report and the amended Bill be taken into consideration, said:—

At a meeting of this Council held on 24th January last a Select Committee was appointed to consider the provisions of a Bill to amend the law relating to compensation for improvements made by tenants in the Malabar district. I have now the honour to present to the Council the Select Committee's report and to move under

Rule 47 of the rules for the conduct of business, that the Bill and report be taken into consideration at once with a view to the Bill being passed into law. Whatever may be thought of the Bill in its amended shape I may at least claim for the Select Committee that we spared no pains over our task. The Committee held no less than 21 meetings at which the subject was discussed in every detail. It was considered in some quarters that a Bill to amend Act I of 1887, so as to make it answer its original design and purpose, would not be a contentious measure. Taking that design and purpose to be that the evicted tenant should get the full market value of his improvements, it would probably be nearer the mark to say that there is hardly a section or provision of the Bill regarding which unanimity of opinion can be secured. However, by following the principle of give-and-take, the Bill has been at last licked into a shape which every member of the Select Committee, except the Hon'ble Mr. Shankara Subbayyar, has been able to accept if not to approve. Unfortunately the one dissentient member was able to attend only five meetings of the Committee, and it is permissible to surmise that had the Honourable gentleman been present throughout the Committee's discussion of the subject his assent to the Bill might possibly have been gained. The Bill and the Committee's report were published in July last for the information of the public, and it was fondly hoped that during the ample interval which has since elapsed much useful criticism on the amended Bill would be evoked from the many Malabar experts who favoured us with their opinions on the Bill in its original form. The sole communication which has been received is the memorial from certain landlords in North Malabar, dated October 20th, which has been laid upon the table. It abounds with incorrect assertions and obvious misapprehensions of the Bill. There has indeed been a remarkable absence of criticism—a circumstance from which Honourable Members will draw such conclusions as may seem to them warranted. Certain it is that the extensive modifications and alterations which the Bill has undergone have been in large measure founded on the useful suggestions offered on the original Bill by numerous residents of Malabar of all shades of opinion and by the Malabar and other newspapers. We received and considered opinions and memorials from officers, both Judicial and Revenue, from Rajas, from vakils, from associations of landlords and representatives of tenants; and when we find that the publication of our amended Bill has not led to a further influx of comment from the same quarter, I for my part am inclined to suppose that the Bill as amended is regarded in Malabar as no longer open to serious objection. I can't myself profess any very ardent admiration of the Bill in its new dress; but I do think we may venture to hope that it will prove a not altogether unsuccessful compromise between the opinion which prevailed when Act I of 1887 was passed, *viz.*, that an evicted tenant was entitled to the full market value of his improvements, and the revolt against that opinion which would calculate compensation on the sole basis of outlay. During the discussion of the numerous amendments of which notice has been given those Honourable Members who have not had occasion to study the subject will be introduced to the provisions of the Bill in detail, and it does not seem desirable to occupy valuable time in recapitulating what will be found more fully set forth in the report. I will briefly remark that the Bill will, we hope, be found to remedy many defects and uncertainties in the existing law. A definition of "tenant" has been elaborated which will, we believe, cover every person who, according to the custom of Malabar, is entitled when evicted to compensation for improvements. The definition of "improvement" has been amended so as to make it clear that what the evicted tenant is entitled to be compensated for is not

merely his work, but the result or product of his work. We have made it clear that a tenant to whom compensation is due is entitled to remain in occupation as tenant until the compensation is paid. While preventing a landlord from evading payment of compensation by pleading bogus and unconscionable contracts, we propose to strengthen the landlord's hands by upholding agreements in writing registered, when the object of the agreement is to settle the amount of compensation due in respect of improvements already made. Other important provisions of the Bill will immediately come under notice and discussion when the amendments of which notice has been given are moved. Before sitting down it is perhaps as well that I should remind the Council that Act I of 1887 was passed merely as a compromise. A strong opinion had for some years prevailed that it was absolutely necessary to pass for Malabar a wide measure conferring occupancy rights on the actual cultivator, and placing a check upon rack-rents. Those who feared to take so wide a step in the dark urged that the desired protection from rack-renting and eviction might be secured by an Act which would force the courts to make to the evicted tenant a liberal award of compensation for his improvements. Thus was passed Act I of 1887 by which the legislature intended that the evicted tenant should receive the full amount by which his improvements had added to the value of the property. Then followed the rulings of the courts, many of them inconsistent with each other, but tending to construe the Act as if it had intended that compensation should be awarded on the sole basis of outlay. Our Bill is again a compromise which secures to the landlord a share in the amount by which the tenants' improvements add to the value of the property. Now what appears surprising to me is that the very same opinion, which is opposed to any indirect check being placed upon eviction and rack-renting by providing for the award of liberal compensation for improvements, advocates the far more drastic direct check of conferring upon the tenants the right of occupancy at a fixed rent. Thus the Hon'ble Mr. Shankara Subbayyar in his speech opposing the principle of the Bill expressed the opinion that the occupancy right or fixity of tenure should be secured in a definite way and on a legal basis, and that if this were done all unrest will cease and the compensation scheme will fall back to its proper level and will not wear the gloomy and unwelcome look it now seems to present to the janmis as a body. And again in his minute of dissent appended to the report he says: "It would be far better to let him (the tenant) continue in possession of the produce he has raised than make the janmi pay compensation." The answer to this, of course, is that the janmi is not *made* to pay compensation unless he evicts. No tenant can claim compensation under our Bill unless and until he is evicted; and the janmi can refrain from eviction. I wish to draw the attention of those Honourable Members who dislike the policy of the Bill, and of my many old friends and acquaintances among the janmis of Malabar, to this, *viz.*, that the alternative proposed by the Hon'ble Mr. Shankara Subbayyar to accepting such indirect check on eviction as this Act may afford is to confer occupancy rights on the tenantry. If the Malabar landlords wish that this sleeping and tremendously difficult alternative should be allowed to slumber for a further indefinite term, they should be prepared to accept, if not to welcome, the very moderate measure of protection to the tenant which this Bill will afford when it becomes law. I beg now to move that the Bill and the Report be taken into consideration at once.

The Hon'ble M.R.Ry. V. Bhashyam Aiyangar Avargal seconded the motion.

The motion was put to the Council and agreed to.

His Excellency the PRESIDENT:—The Hon'ble Mr. Vijayaraghavachariar will now move the amendment which stands in his name.

Section 3.

The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR Avargal:—I beg to move that after sub-section (3), the following be added:—

"*Explanation.*—No work executed by a tenant shall be deemed to be an improvement for the purposes of this Act if it substantially diminishes the value of his landlord's property."

This amendment I take partly from the old Bill which was committed to the Select Committee for consideration, but in a slightly altered form. The entire explanation is taken from the Bengal Act on the same subject. The reason given by the Select Committee for its omission is "If an improvement substantially diminishes the value of any other part of the landlord's property, whether within or outside the tenant's holding, the landlord has his remedy by way of civil suit brought within the period allowed by the law of limitation. In a vast number of cases the improvements were effected, without objection by the landlord, one or more generations ago, and it would, in the opinion of the Committee, be inexpedient to permit the plea that such improvements to a holding were injurious to other portions of the landlord's property." I see that the necessity and even the equity is admitted. It says that the landlord has his remedy by going to the civil court. I do not first of all see why when the whole question is before the court, the question of the injury, if any, to his property should not be considered by the same court, instead of leaving the landlord to institute a separate suit. The policy of the law has been not to multiply suits but to avoid litigation as much as possible. But in this particular case if this is not provided for in the Bill, separate suits may and must arise, as damage may accrue to the landlord's property not infrequently; and I am not sure that the landlord will be able to restrain by injunction the injurious act of the tenant or recover any damages for any injury the tenant may have done to the landlord's other property if the law is enacted in the present form of the Bill. In any case I respectfully submit that it is undesirable to split this portion of the dispute between the landlord and the tenant and refer the landlord to a separate suit. Whether a separate suit would lie or not need not be considered. How far the landlord himself was responsible for the injury, and whether by his negligence the injury had been brought about, and whether he objected in time, all these things will be taken notice of by the court in awarding compensation. The retention of such a provision as the one I move would be of the highest educational value. We give the tenant unrestrained power to improve the property. No consent of the landlord is necessary, not even a notice. Under these circumstances a provision of this kind restraining him from effecting improvements calculated to injure the landlord's property will be of the most healthy kind. For these reasons I beg to move the amendment.

The Hon'ble M.R.Ry. P. RATNASABHAPATI PILLAI Avargal:—I beg to second the amendment, and, in doing so, I beg to observe that the definition of the word "improvement," as it stands at present, necessarily admits the principle now contended for by the mover. It is better that the matter be put beyond the possibility of a doubt and the clause suggested be added to the definition of the word "improvement."

The Hon'ble Mr. H. M. WINTERBOTHAM:—I should just like to explain to the Council how this amendment would act, if it were accepted. The Select Committee has already explained in paragraph 7 of its report (and, I venture to think, very clearly) why the proposed explanation cannot be accepted. Suppose for instance that a tenant who squatted half a century ago in the forest at the foot of the western ghauts has diverted a jungle stream belonging to his landlord, and thus supplied with irrigation some paddy fields which the tenant has formed by reclaiming the jungle. If and when the landlord proceeds to evict him in order to obtain possession of his improvements we cannot allow the landlord to plead, in abatement of the compensation which he ought to pay, that the tenant felled a number of valuable trees 50 years ago which would now be worth ever so much per cubic foot, and that the diversion of the stream has deprived other lands of the possibility of irrigation, and that therefore the tenant's work has substantially diminished the value of the landlord's property. The proposed proviso would, in effect, enable the landlord to rake up old matters long barred by the law of limitation and which could not now be made a cause of action. We have given very clear and convincing reasons in paragraph 7 of the Select Committee's report as to why this amendment should be rejected. The Government cannot accept this amendment.

The Hon'ble M.R.Ry. V. BHASHYAM AIYANGAR Avargal:—I fear the Hon'ble Mr. Vijayaraghavachariar is under a misapprehension. My Honourable friend assumes that this Bill, as it now stands, without the amendment, drives the landlord to bring a separate suit if he wants to claim damages. I do not know on what provision of the Bill that assertion is founded. Suits are not instituted under the provisions of this Act. But suits are instituted under the general law. This Bill simply lays down certain rules as to how the value of improvements made by the tenant is to be ascertained, and what the improvements are for which the tenant is entitled to compensation. A landlord, in bringing suits, may combine 50 causes of action under the Civil Procedure Code so far as the general law permits him to do so. The amendment proposed is that no work executed by a tenant shall be deemed to be an improvement for the purposes of this Act if it substantially diminishes the value of his landlord's property. Simply becaue some other portion of the property of the landlord is injured by the tenant, that is no reason for depriving him of the right to claim compensation for an improvement which he has made, if it is an improvement. Landlords will of course have the right to claim damages for the injury which the tenant as lessee or mortgagee may have caused to the property of the landlord; and therefore my Honourable friend's statement that the matter should be decided in the same suit is one in which I entirely concur. There is nothing whatever in this Bill which would preclude a mortgagor or a lessor when he brings a suit to evict a tenant to combine in that suit claims for damages. I have only to refer my Honourable friend to sections 44 and 45 of the Civil Procedure Code. According to the Bill, as amended by the Select Committee, the tenant, if the work he has done is an improvement within the definition of the word "improvement", will have compensation declared for that improvement. But in effecting that improvement if he violated any term of the contract and caused any damage to the property of the landlord, the landlord has his claim for damages, and the two would be settled in the same suit. I wish to draw my Honourable friend's attention to section 6 of the Bill. The Bill does not say that suits for compensation are to be instituted before the Revenue co[illegible]y particular court; but simply declares the right to be paid compensation on[illegible] The Bill does not affect the jurisdiction of civil courts, nor does it lay do[illegible]suit is to be framed in a particular way, nor

years, without having given rise to any complaint or remonstrance from any quarter. Section (2) (*h*) of Act I of 1887 declares that the planting, protection or maintenance of fruit trees, timber trees and other useful trees and plants shall be presumed to be improvements until the contrary is shown. All leases granted during the last twelve years have been drawn up with a knowledge that such was the law, and to change the law when no one has asked for the change, and when it is not proved to have worked inequitably, might lead to consequences that we are none of us in a position to foresee. The object of the proposed amendment is to restrict the grant of compensation for protection and maintenance to trees which the tenant himself has planted; but it is easy to show that this would be utterly unjust. Suppose that at the commencement of a lease there is on the ground a number of cocoanut plants and immature trees in various stages of growth belonging to the landlord. Before any of these come into bearing many years may pass, during which the young trees must be sedulously protected from goats and cattle and require watering, manuring and constant attention. I cannot believe that even the Honourable Mover of the amendment will contend that the landlord should be left at liberty to evict the tenant as soon as the trees begin to yield, without making him any compensation for the long years of care which he has bestowed on the trees without obtaining any return from them. Obviously protection and maintenance of the landlord's trees until they arrive at maturity is a work for which the tenant may be properly compensated if he is evicted. The difficulty is, I admit, greater when the trees are already in bearing at the commencement of the lease; but here I would point out that protection and maintenance is only presumed to be an improvement until the contrary is shown; and the truth is that the courts do not award compensation for the protection and maintenance of bearing trees belonging to the landlord when the courts find that protection and maintenance were essential to enjoyment of the usufruct. In any case the measure of compensation as declared by section 13 of our Bill is on the sole basis of outlay, and we all know what the line of argument followed by the landlord's advocate is when estimating the money value of the tenant's work. A little water poured on the roots of the trees costs nothing; ashes and rubbish must be cast forth somewhere, and to place them at the roots of the trees costs nothing; the labour is only bestowed in leisure intervals and costs nothing; and the fencing of the garden is maintained for other purposes, hence the outlay is nothing. We may rest well assured that by maintaining a provision of law which has been in force for the last twelve years, and which has not been shown to work unfairly in practice, we shall do no injustice to the landlord, while I have shown that the Honourable Mover's amendment would be inequitable. I trust that the Council will reject it without hesitation.

The Hon'ble M.R.Ry. C. JAMBULINGAM MUDALIYAR Avargal:—I beg to support this amendment of my Honourable friend, specially because this amendment was a matter for consideration in the Select Committee. From what transpired I almost believed that it was a point which was conceded, but the phraseology as it now stands in clause (*h*) is likely to lead to hardship. After hearing the Honourable Mover's statement, I understand that the principal reason which is urged for retaining the provision as it is in the revised Bill, is that this provision had been in existence ever since 1887, and that its retention during these twelve years has not caused any hardship and has not brought forth any complaint from people, and therefore the provision should not be touched. In the absence of further reasons for retaining this provision I submit that the reasons against the retention of the words "protection and maintenance" in the form they are in far outweigh the simple reason that the provision has

been in existence for twelve years. If that should be a ground for retaining and continuing the provision, viz., that it has been in existence for twelve years, then I say that very many other provisions which have been in existence for twelve years should continue and there is no reason why they should be removed. But still we find that very many of the provisions of 1887 have been omitted because we found they have been faulty, and when we revise a Bill it is our business to see that the provisions in the Bill which are not reasonable and cannot stand the test of commonsense ought to be expunged. The argument that it has been in existence since 1887 is absolutely no argument at all. It is said that there has been no complaint since 1887, and I agree. If there has been no complaint, the reason is not far to seek, namely, that the courts have not worked that section in the strict and literal sense in which it should be worked. No doubt courts could not go the length of working it in such a way as to cause hardship. The question is whether any court of justice has delivered judgment in strict accordance with the provisions of clause (*h*) of section 4, namely, whether it has granted compensation in the cases of existing fruit trees and gardens, leased out to tenants who enjoy the usufruct and make a profit thereby, for protection and maintenance of such trees and gardens. Let us take an illustration. Suppose a fruit garden or other property of that kind is let out to a tenant for an annual rent. It is presumed that he pays such rent as would leave a margin of profit satisfactory to himself. Suppose the lease is to run for ten or twelve years. During all this time he pays the rent to the landlord and enjoys the surplus as profit. That the garden ought to be maintained and protected is a condition precedent to his tenancy for his enjoyment of the property and reaping the profit therefrom. If the protection and maintenance is not a condition precedent to the tenancy, there is absolutely no meaning in saying that he reaps the profit and pays the rent. Suppose the lease is to run for twelve years and at the end of twelve years he claims compensation for protection and maintenance. It may be Rs. 100 or Rs. 200 per year for watering, manuring and protecting the garden and the amount for twelve years would be either Rs. 1,200 or Rs. 2,400, while all this time he has been reaping the profit. The proposition has only to be put in this form and I am quite sure the Honourable Members will see its intrinsic and logical absurdity. Such a construction the court would not put, it may be said. I am right in saying that it has not hitherto put such a construction, but if it should put such a construction and enforce the decree, I should consider it strictly legal, but the position of affairs becomes very serious and dangerous. It is true that the courts have not put that construction, but the retention of such a provision as this will give room for such a construction. If courts of justice should care to interpret the section according to the strict letter of the law and thus give compensation in the manner described, it would be a source of great danger; and the retention of such an absurd clause on the statute book would not do credit to those who are considering it. I think it is absolutely necessary to expunge these words "protection and maintenance" in the place they are in and modify the clause as suggested by my Honourable friend. I should note one other objection which has been put forward strongly by the Honourable Mover of the Bill. He takes the case of a garden in which there are different trees not in a productive stage, but which might be in various stages of growth. If the tenant must look after the younger ones till they come to the productive stage, that labour, it is said, does require compensation. In principle that statement is perfectly accurate, but at the same time I should answer by saying that if a garden which contains productive trees and also other trees which are not yet productive but which in course of time might become productive is leased out, seeing the various provisions

of the Bill about compensation, it is not at all unlikely that in the contract into which the parties enter they would enter a clause or a statement to the effect that so many trees are productive for which the rent is so much and the remaining trees which are in different stages of growth or plants or trees hereafter to be planted should be taken into account in every calculation for compensation. I respectfully submit that the arguments urged by the Honourable Mover of the Bill are not satisfactory for retaining this provision. Unless we expunge this provision it shows itself to be a patent absurdity on the face of it. For these reasons I support the amendment moved by my Honourable friend.

The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR Avargal:—I have nothing more to add than what has been put forward by my Honourable friend, Mr. C. Jambulingam Mudaliyar. As regards the absence of complaints, I would only say that the Act has not been sufficiently long under trial. It has been worked for only a very few years before some sort of complaint has been lodged. I respectfully submit that all that has been heard is from one side and that all the officers had predetermined notions. It is not quite right to say that there has been no complaint as to the working of this particular clause. It is exceedingly difficult for the Honourable Members to find what parts of the Act have worked well and what parts ill. There is no such evidence before us. I respectfully submit that the amendment is one to which no serious objection has been taken by Mr. Winterbotham and I hope the Council will accept the amendment.

The amendment was put to the Council and lost.

Section 5.

The Hon'ble M.R.Ry. P. RATNASABHAPATI PILLAI Avargal:—The next amendment to section 5 stands in my name. I propose that after the words "is so due" be added the words "but is not tendered". The object of my amendment is to provide for cases in which reasonable compensation might be tendered by the landlord to the tenant and the tenant chooses to refuse the compensation so tendered. Even in such a case the tenant might contend, as the section stands, that the compensation is still due to him, and on that ground he may insist upon continuing in possession till he is evicted by court's decree or order. I do not think that such is the intention of the Select Committee which drafted this portion. I think it is better to make the meaning clear. If a reasonable compensation is offered by the landlord to the tenant and if the tenant chooses to refuse it, he does so at his peril. When the matter comes up before the court, if the court finds that a reasonable and adequate compensation has been offered and has been declined and the tenant is continuing in possession, then his so doing will be held unjustifiable and he will be mulcted in costs.

The Hon'ble M.R.Ry. G. Venkataratnam Pantulu Garu seconded the amendment.

The Hon'ble M.R.Ry. V. BHASHYAM AIYANGAR Avargal:—I may state that this point was very anxiously and carefully considered in the Select Committee and if it were feasible to practically give effect to the suggestion made by the Hon'ble Mr. Ratnasabhapati Pillai it would have been done. But the ascertaining of the amount of compensation under the provisions of this Bill is so intricate that it is impossible for either party to ascertain it, but both the landlord and the tenant may

mutually agree as to the amount, which case is provided for by the proviso to section 19. It is impossible for the landlord to know what amount to tender and it is still more impossible for the tenant to know whether the amount tendered by the landlord is the amount that he is entitled to on eviction. Section 19 says—

"Nothing in any contract made after the 1st day of January 1886 shall take away or limit the right of a tenant to make improvements and to claim compensation for them in accordance with the provisions of this Act.

"Provided that nothing herein contained shall affect any agreement in writing registered, made after the effecting of the improvements, settling the amount of compensation due therefor at the date of such agreement."

If the two parties agree in a rough manner as to the amount of compensation and that agreement is reduced to writing and registered, then no difficulty arises and the landlord is not driven to the necessity of bringing a suit. But so long as the two parties do not agree as to the amount, the insertion of the words proposed in section 5 will be one which would give rise to great complication and the result will be that the tenant might lose the value of the improvements effected by him since the date of the tender. The tenant might have *bonâ fide* considered that the amount tendered was insufficient, but it may turn out that when the improvements are valued the amount tendered was correct or was more than the amount found on calculation. In that case though the tenant might have continued in possession under the *bonâ-fide* belief that the amount tendered was quite inadequate, yet he will be deprived of the value of the improvements made since the tender and he will be also deprived of the value of the growth of the improvements already made. Therefore I submit that while my Honourable friend's suggestion is sound in principle and in theory, yet having regard to the peculiar nature of this Act and the peculiar custom of Malabar and the difficulty of ascertaining the amount of compensation due when the parties do not amicably settle it, the insertion of any such words as those proposed in this section will, to a great extent, defeat the object of this Bill. Of course, if the provisions of the Bill were such that the landlord and the tenant could reasonably ascertain, without going to court, the amount of compensation due, there may be much to be said in favour of the amendment proposed. But if the Honourable Members of the Council turn to the section which lays down rules for ascertaining the amount of compensation, namely, sections 9, 10, 11 and 13, they will be satisfied that it will be practically impossible to give effect to the intention of my Honourable friend.

The Hon'ble M.R.Ry. C. JAMBULINGAM MUDALIYAR Avargal:—While following the Hon'ble the Advocate-General's arguments fully and realising the difficulty we have in giving effect to the principle enunciated by the Hon'ble Mr. Ratnasabhapati Pillai, I just wish to ask a question whether it would not be advisable to introduce the provision in the section so as to restrict the extent of the tender to the amount agreed under the proviso to section 19. There should be no difficulty about that. The amount is agreed under proviso to section 19, and if that agreed amount is tendered, then I suppose there should be no difficulty. If to that extent this section is restricted and appropriate words put in, then it would be carrying out the principle.

The Hon'ble M.R.Ry. V. BHASHYAM AIYANGAR Avargal:—Then it must be a reasonable time after the date of the agreement.

The Hon'ble M.R.Ry. C. JAMBULINGAM MUDALIYAR Avargal:—Yes.

The Hon'ble M.R.Ry. V. BHASHYAM AIYANGAR Avargal:—Under the proviso to section 19, you will see that the amount agreed is conclusive as to the value of the improvements at the date of the agreement. The difficulty will arise when the tender is made two or three years after the date of this agreement.

The Hon'ble M.R.Ry. C. JAMBULINGAM MUDALIYAR Avargal:—I submit that if the amount agreed is tendered within a reasonable time after the date of the agreement, then the provisions of section 5 need not apply. I would suggest that three or six months would be sufficient. One year might be too long, because in that year further improvements might be made.

The Hon'ble M.R.Ry. V. BHASHYAM AIYANGAR Avargal:—The only thing I would suggest for consideration is—Is it at all likely that when parties eventually come to an agreement, the tenant will not surrender the property on the receipt of the amount agreed, and whether there would really be any necessity for a suit? While I do not see any objection to the principle of the modified suggestion, the matter for consideration is whether for practical purposes there is any necessity for it.

The Hon'ble M.R.Ry. C. JAMBULINGAM MUDALIYAR Avargal:—I made the suggestion having in view the condition of the districts in the Presidency. It is common to have village disputes. An agreement arrived at to-day and registered might be set at naught in ten days by the influence of the opposite faction, an amicable settlement made to-day may not be carried out to-morrow. Unless there is any serious objection to my suggestion, I submit it for the consideration of the Council.

The Hon'ble Mr. H. M. WINTERBOTHAM:—I love the Malabar district very sincerely and regard it as a foster parent, and having spent some of the best years of my life in it, I am sorry to say anything against its character. But there never was such a distressful country as Malabar for forgery and perjury, and I am sure that every official and vakil acquainted with that district will support this statement. It cannot be allowed that the landlord should be able to come forward and say "I tendered such and such an amount" and that the tenant should say "No, you didn't" and that this dispute as to tender should thus become an issue in every ejectment suit. It was with the object of avoiding this that we have provided in section 6 of the Bill that no tenant should be ejected until payment by the landlord into court of the amount due. The landlord cannot be permitted to say "I have cleared my obligations by tendering payment out of court." That is the understanding which the Committee came to and I must say that it is essential that it should be upheld and therefore the original amendment and the amendment of the amendment should neither of them be accepted.

The amendment was put to the Council and lost.

Section 6.

The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR Avargal:—My next amendment is to add the following as sub-section (4) to section 6:—

"When under an express agreement in writing any reduction or remission of rent or any other advantage has been given by the landlord to the tenant in consideration of any improvement made or to be made by the tenant, the court may, on account

of such reduction, remission or advantage, make such deduction from the compensation to be awarded as under all the circumstances of the case may be reasonable.

"Provided that the mere omission of a landlord to revise the rent on the expiry of a kanom or lease shall not be taken to authorize any deduction from the compensation contemplated by this section."

This amendment is simply an attempt on my part—it is for you to say whether it will succeed or not—to restore certain portions of the Bill which have been expunged by the Select Committee from the old Bill. Borrowing the language used by the Honourable Mover in retaining certain clauses of the Bill that "there has been no complaint," I ask you to retain this provision because there has been no complaint against it since the time the Bill was introduced. I am not aware whether anybody has made any complaint against it. Apart from it this provision itself is a very healthy one. This is found in the old Act itself. In section 6, clause (6), which is more brief, says: "any reduction or remission of rent or any other advantage given by the landlord to the tenant in consideration of the improvement." I do not know if the Honourable Mover has statistics of complaints made under Act I of 1887. I am not in a position to say whether there has been any complaint in regard to clause (*c*) of section 6 or not. It is there in the Act and it has been introduced in the original Bill. Further the provision itself is in the highest degree equitable. Honourable Members will remember that under the expression "tenant" in this clause a class of people who have been very much in evidence before the amiable Member of the Revenue Board, the Hon'ble Mr. F. A. Nicholson—sowcars—is included. Between the sowcars and the landlords it is in the highest degree unfair that you must presume helplessness on the part of sowcar-tenant and domination on the part of the landlord. It is only upon this principle that the Select Committee had expunged this provision. The Select Committee says—

"We have also omitted sub-section (3) of section 6 of the original Bill which allowed a landlord to set off against the value of the tenant's improvements any reduction of rent or other advantage granted by the landlord as a consideration for making the improvements. In effect, this provision would uphold all contracts whereby the tenant agreed to forego his right to compensation, and is plainly inconsistent with that necessary provision in the existing Act which refuses to allow the tenant to contract himself out of the rights which it is the object of the Act to secure."

That is to say notwithstanding any contract, because the Act says that the tenant cannot contract himself out of the rights and privileges which the Bill propose to confer upon him, we follow it logically and say that this clause should be removed. I fail to see the connection between the two. Let us take a single instance. Suppose two landlords lease out properties, one is exactly the same in quality and quantity as the other. One man takes the full rent, Rs. 100, and the other man says "I shall only take Rs. 50 and leave the rest to be expended on the property." According to the section as it stands both the landlords, though they receive Rs. 100 and Rs. 50, respectively, will have to pay the same amount of compensation. I do not see how we can maintain such a law as this. Is it merely because some tenant may be imposed upon, that these money-lenders should have this disadvantage? You will see that it is the janmi that suffers and not the tenants. If my memory fails me not, no complaint was made at the introduction of this section when the Bill was introduced. The reasons now given by the Select Committee are not convincing and I hope that

this Honourable Council will be pleased to restore the Bill as it was when it was introduced.

The Hon'ble M.R.Ry. P. RATNASABHAPATI PILLAI Avargal :—I beg to second this amendment. It very often happens that waste and jungly lands may be leased and only nominal rent reserved in consideration of the large outlay necessary for their reclamation. In such a case the reduced rent should be held to be a sufficient consideration for the improvements effected. The clause, as it stands, ignores such a case as this. The object of the amendment is that in such cases the landlord should be allowed consideration for the nominal or the low rent he reserved, when the compensation comes to be assessed.

The Hon'ble Mr. H. M. WINTERBOTHAM :—I am very sorry that I do not catch the drift of the last speaker's argument. He takes the case of a tenant being admitted to waste land on a nominal rent on the understanding that the tenant will probably make improvements on the land. What I should wish to prevent is that the landlord at the end of the lease should quote the nominal rent as a reason for not having to pay compensation for improvements. As regards the Hon'ble Mr. Vijayaraghavachariar's statement that there are no complaints that is not correct.

The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR Avargal :—I did not say there were no complaints. I asked a question whether there was a complaint or not.

The Hon'ble Mr. H. M. WINTERBOTHAM :—Then I may tell the Honourable Member that there are many complaints. In one of our memorials from the tenants they say : "This clause looks very fair as regards landlords who deal honestly with their tenants. But in Malabar the landlords have of late hit upon a device to deprive the tenants of their right to get compensation for improvements. It is this. Fix a fictitious rent and then allow a reduction for making improvements. The balance rent made payable is the actual rent obtainable for the property. At the end of the tenancy, the tenant has to surrender the property without claiming any compensation for the improvements effected by him, or if he has not made any improvements to refund the amount allowed as a reduction or remission with interest". There is another authority which I regard as much more weighty and that is the opinion of the District Judge of North Malabar who has been in the district for many years and knows thoroughly how this Act works. He says that "clause 3 should be omitted ; it can only cause disputes and afford a loop-hole for the landlord to evade section 16." The Select Committee at the end of paragraph 12 of its report has given the reason why this plausible-looking amendment cannot be accepted. Section 7 of Act I of 1887 provides that no contract shall be recognised which takes away or limits the right of a tenant to make improvements and to claim compensation for them when evicted. This restriction on freedom of contract is essential, because in Malabar all waste land is presumed to be private property. The old custom under which Government exercised the right to allot waste land for cultivation is temporarily in abeyance, and the teeming population creates so keen a competition for land that the landlord can compel the competing tenants to submit to well nigh any terms which he chooses to impose. But the amendment which the Honourable Member advocates is manifestly inconsistent with this necessary restriction on freedom of contract. In coming to terms with a tenant, the landlord cannot be permitted to evade his obligations by inserting a condition in the lease that the rent has been reduced in consideration of improvements made or to be made by the tenant. So obvious a device would entirely frustrate the

intention of the legislature that the tenant shall not be allowed to surrender his right to compensation. On the ground that the amendment is inconsistent with section 19 of the Bill which re-enacts section 7 of Act I of 1887, I submit that the amendment must be rejected.

The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR Avargal :—The case I quoted where it would work hardship and where it would be inequitable has not been met by the Honourable Mover. He sets before us two pieces of specious evidence—one being that of a certain tenant and the other being that of a District Judge. As regards the evidence of the tenant the complaint is not proved. I do not know whether the golden maxim "Hear the other side" was adopted in disposing of that complaint. There remains the evidence of the District Judge. In matters of this kind if a landlord has really imposed upon a tenant and cheated him, I do not know whether it is beyond the power of the Civil Court to give remedy. It is stated that the tenant should not be allowed to surrender his rights without compensation. But in the case I quoted why should he have any rights to which he is not entitled? In the case I quoted one man pays a good deal more and the other pays less for making improvements. I say this fact must be taken into consideration. After a good deal of controversy this provision was inserted in the old Act and also in the original Bill. I respectfully submit that the propriety of my amendment has not been questioned and has not been covered by the objections taken by the Honourable Mover.

The amendment was put to the Council and lost.

The next amendment which was consequential on the last amendment was withdrawn with the permission of His Excellency the President.

The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR Avargal :—My next amendment is that the following be added as sub-section (5) : —

"No decree or order for the ejectment of a tenant in which compensation for improvements has been awarded to him shall be executed upon his application except so far as the said decree or order relates to the costs of the suit or proceeding."

In moving this amendment I am not over confident of its being passed. It is solely a question of law and I shall be guided by the opinion of the learned Advocate-General. If he thinks that the law as it is proposed to be passed in the amended Bill is sufficient, I shall withdraw my amendment. The Select Committee's report says :— "The proposal to give the tenant the right to enforce execution has, however, been strongly objected to as inequitable if the landlord be willing to continue the tenancy, and we took great pains to work out a scheme of procedure under which the landlord (decree-holder) who deemed it against his interest to execute the decree should be enabled to escape the consequences of the decree by renewing the lease for a substantial term of years. It would, however, continually happen that the decree-holder being a mortgagee or sub-tenure holder would not be legally in a position to secure the tenant in undisturbed possession for the necessary term, and the difficulties arising from the complicated tenures and sub-tenures in Malabar are so great that we reluctantly gave up our idea as impracticable. The balance of advantage appears to us to weigh against giving the tenant the right to enforce execution, and we have therefore simply omitted sub-section (2) of section 6 of the original Bill."

I entirely concur with what the Select Committee says, and I propose this amendment in order to give fuller effect to the intention of the Select Committee.

Having come to the conclusion that it is undesirable to allow to the tenant the right to execute decrees, the question arises whether the omission to say so in the Act is sufficient. That will depend upon the sort of decree that will be passed in the redemption suits as to who shall execute it. The Select Committee says that "we do not want to give this right to the tenant." The reason of the Select Committee I have already read to you, namely that they are unwilling to give this right to the tenant. The only question is whether to give effect to that intention a mere omission is enough—should we not go further and say that the tenant has no right. In my humble opinion it is not enough to omit what was inserted in the Bill. If you do not want to give such a right to the tenant, you can say so.

The Hon'ble M.R.Ry. G. Venkataratnam Pantulu Garu seconded the amendment.

The Hon'ble M.R.Ry. V. Bhashyam Aiyangar Avargal:—I may mention that a reference to sections 5 and 6 will establish beyond all doubt that the law is as my learned friend wants to have it declared by this amendment of his. Of course I do not at all say for one moment that the mere omission of the sub-section would be enough if section 6 were so worded as to justify a court in passing a decree for compensation in favour of the defendant which he could seek to recover by execution though the landlord does not seek to execute the decree for eviction. If my Honourable friend refers to section 5, he will see that the principle of the Bill is that the tenant is entitled to compensation for improvement only on eviction. That is the declaration of the substantial law. If you turn to section 6 which, if I may say so, is the processual law, giving effect to the substantive law declared in section 5, you will see "The court shall ascertain as provided in sections 9 to 18 the amount of compensation and shall pass a decree declaring"—that part is only declaratory—"the amount so found due and ordering"—and not ordering the plaintiff to pay the compensation to the defendant,—"that on payment by the plaintiff into court of the amount so found due and also the mortgage money (if any) the defendant shall put the plaintiff into possession of the lands with the improvements thereon." How in the face of section 6—and for its interpretation, if necessary, you may refer to section 5—any judgment-debtor, the tenant, can say "you don't wish to execute a decree ejecting me, but I shall try to execute the decree"—on the supposition that a decree directs the plaintiff to pay him the amount of compensation, whether he was to be ejected or not, I entirely fail to see. Therefore I submit that the amendment is unnecessary.

The Hon'ble M.R.Ry. C. Vijayaraghavachariar Avargal:—Ejectment includes redemption.

The Hon'ble M.R.Ry. V. Bhashyam Aiyangar Avargal:—Yes.

The Hon'ble M.R.Ry. C. Vijayaraghavachariar Avargal:—Under the Transfer of Property Act when a decree for redemption has been passed, the defendant is also entitled to ask for execution of the decree under certain circumstances.

The Hon'ble M.R.Ry. V. Bhashyam Aiyangar Avargal:—I have considered it. In a suit for redemption of a usufructuary mortgage the property is in the possession of the mortgagee.

The Hon'ble M.R.Ry. C. Vijayaraghavachariar Avargal:—He can also apply for the execution of the decree under certain circumstances.

The Hon'ble M.R.Ry. V. Bhashyam Aiyangar Avargal:—We are not at all concerned with it. This decree has reference to compensation. The Transfer of Property Act refers only to mortgage money and has no bearing on the amount of compensation payable on ejectment under this Act.

The Hon'ble M.R.Ry. C. Vijayaraghavachariar Avargal:—In the light of the remarks made by you some time ago, the suit will be under this Act and also under the Transfer of Property Act. Ejectment includes redemption, and in a decree for redemption the defendant can also apply for the execution of the decree. As for the property being sold in particular cases, the sale-proceeds will have to be applied to the mortgage debts.

The Hon'ble M.R.Ry. V. Bhashyam Aiyangar Avargal:—I have nothing to do with the decree so far as it relates to the mortgage money.

The Hon'ble M.R.Ry. C. Vijayaraghavachariar Avargal:—The learned Advocate-General does not understand me. I say in a suit for redemption there will be a decree; the defendant can apply for the execution of the decree, and he can also apply for the sale of the property and for such sale-proceeds to be applied to the mortgage money. If you are silent, will not the court say that this will not apply? If you are satisfied with the present section, don't accept my amendment. But if you are not, you may accept it even though it may be considered a surplusage.

The Hon'ble M.R.Ry. V. Bhashyam Aiyangar Avargal:—So far as compensation money is concerned that does not apply, and assuming that the tenant can and does apply for sale under the Transfer of Property Act for the realization of the mortgage money, the purchaser cannot recover possession from the tenant and evict him except on payment of the compensation fixed in the decree, an amount which is distinct from the mortgage money.

The Hon'ble M.R.Ry. C. Vijayaraghavachariar Avargal:—You may say so, but it is not so in the report. When a man applies to have the properties sold and the proceeds applied to the money due under the redemption decree, which is also an ejectment decree, would the courts agree to pay it out of the mortgage money?

The Hon'ble M.R.Ry. V. Bhashyam Aiyangar Avargal:—I don't think it is profitable to continue this discussion further with the Honourable Member.

The Hon'ble M.R.Ry. C. Vijayaraghavachariar Avargal:—Very likely not. We don't understand each other. So the Council may pass it, and it will be the metaphysical part of the law. I asked a distinct question and it is not answered. You may pass the section, but I am not satisfied with it.

His Excellency the President:—You wish your amendment to be put?

The Hon'ble M.R.Ry. C. Vijayaraghavachariar Avargal:—Yes, your Excellency, because my question is not answered and I wish to do my duty.

The Hon'ble Mr. H. M. Winterbotham:—As far as I can judge, I cannot see any harm in accepting the amendment. But as the Hon'ble the Advocate-General says that it is unnecessary, I should be willing, and should wish, to be guided by his opinion.

The amendment was put to the Council and lost.

Section 8.

The Hon'ble M.R.Ry. P. RATNASABHAPATI PILLAI Avargal :—I have given notice of certain amendments to section 8. Section 8 of the Bill, as it stands, recognises the desirability of associating assessors with the Judge in determining the question of compensation; it empowers the local Government to fix the number of assessors, to determine the qualifications of those assessors and the mode of selecting them. I want to go a step further and suggest, by means of my amendment, that the assessors who are to be associated with the Judge should be remunerated for the trouble they take in travelling long distances and giving their valuable time to the transaction of public justice. I would also say that the local Government should be empowered to frame rules for the purpose of laying down the procedure in case of conflict of opinion between the Judge and the assessors. My original amendments are notified in the agenda paper. But with your Excellency's permission, I put my amendments in a modified form. I beg to propose that the word "and" occurring in line 52 before the word "determining" be omitted, as well as the word "and" before the words "the mode"; that for the full stop in line 54 after the word "them" be substituted a comma; and after the word "them" be inserted the following: "the fee payable to them and the procedure to be followed in case of a difference of opinion between the Judge and one or more of such assessors."

The Hon'ble M.R.Ry. G. Venkataratnam Pantulu Garu seconded the amendment.

The Hon'ble M.R.Ry. V. BHASHYAM AIYANGAR Avargal :—The amendment now proposed by my Honourable friend is with reference to the rules which are now in existence and which have been framed by Government under section 8. There are doubts as to the legality of some of the rules framed under the section as it now stands. If the section be amended in the manner now suggested by the Hon'ble Mr. Ratnasabhapati Pillai, then the rules already framed under the existing section by Government will, under the General Clauses Act, continue to be enforced even after the passing of this Act; and notwithstanding that the existing Act has been repealed these rules will continue and be valid and legal under the section as amended.

The Hon'ble Mr. H. M. WINTERBOTHAM :—I think the amendment is desirable, and the Government is prepared to accept it.

The amendment was put to the Council and agreed to.

His Excellency the PRESIDENT :—I think at this stage the Honourable Members will agree with me that it may be convenient to adjourn for a short time. The Council will adjourn till 3 o'clock.

The Council re-assembled at 3, when the consideration of the various sections was resumed.

Section 9.

The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR Avargal:—The important portion of the next amendment is to omit the portions relating to the calculation of compensation. I propose that in sub-section (1) be omitted the words "and the number of years during which such increase may reasonably be expected to continue and shall then ascertain the value for such present value at 6 per cent. of an annuity equal to such money value of such number of years" occurring after the word "increase" in the second line of page 4. If the principle of the amendment to this new rule, a novel rule in

Malabar, is accepted, the language of the section may be improved afterwards. In the first place what is stated there will not be understood by the parties. No doubt the nearest schoolmasters may be able occasionally to oblige them, but however there are very few who can work annuities at particular interest. Those that did know them once forget them afterwards and do not take to them again very kindly. The learned Advocate-General a little while ago said that it would be extremely difficult for the tenant to understand what was to be the amount due. The poor and ignorant tenants will understand much less if you tell him that the compensation is the present value of an annuity at 6 per cent. for 37½ years which could be worked out by the application of logarithms, figures reaching sometimes to 18 digits. What I submit is that this may be omitted and something more easily understood by the parties and the court may be substituted. It is all very easy to say that a tree shall be in existence for a certain number of years. An expert witness can say that the value of a cocoanut tree is so and so and the life of a cocoanut tree is so and so, but that cannot apply to different localities. For instance, we all know that trees exposed to storm are very often destroyed. Trees in the neighbourhood of streams and subject to floods are also destroyed. Trees in the interior of the country well protected live much longer. The court is not called upon to take all these things into consideration in making the calculation, but all that it has to say is for how many years a given tree will last. We lose the common-sense test that is very necessary as to where the trees are situated and as to how they are exposed. If you take only the market value and go upon that knowledge, it would be extremely easy, while to introduce this element would make an equitable adjustment of compensation extremely difficult if not impossible.

The Hon'ble M.R.Ry. P. Ratnasabhapati Pillai Avargal seconded the amendment.

The Hon'ble Mr. H. M. WINTERBOTHAM :—It appears to me that the Honourable Member's objections to section 9 of the Bill must be due to an entire misunderstanding. He seems to think that this annuity calculation, because it is beyond our powers of arithmetic, must necessarily be to the disadvantage of the landlord. The exact opposite is the case. I cannot for the life of me understand how the Honourable Member would propose to compute the present money value of an improvement without taking into account the probable duration of its effects. Our Bill provides that the present money value of an improvement should be ascertained in the following manner. First, for how many years will the improvement probably last. Second, what is the average net money value of the annual income from the improvement during that period. Third, regarding that income as an annuity for that period, what sum at 6 per cent. is its ready money equivalent. For instance, suppose the improvement is a cocoanut tree and that it is estimated to bring in an income of one rupee a year for ten years. What is its present money value? It is not ten rupees, but only Rs. 7-5-9. We have struck the annuity tables out of the Bill, but it is fully intended that every court shall be supplied with annuity tables from which the present money value of any improvement can be immediately ascertained as soon as the court has estimated how long the improvement will last, and what the average income from it will be. The provisions of the section when understood are simple enough and the amendment can be in no wise accepted.

The Hon'ble M.R.Ry. C. JAMBULINGAM MUDALIYAR Avargal :—I beg to add a few words to what has fallen from the Honourable Mover of the Bill. To my mind it seems

The Hon'ble M.R.Ry. P. RATNASABHAPATI PILLAI Avargal:—I beg to second the amendment. The mover of the amendment agrees to three-fourths being altered into one-half. With that reservation I second the amendment. The principle already recognized in the preceding section is that the landlord and the tenant are to share in equal moieties, and the same proportion might be observed in this section also.

The Hon'ble Mr. J. STURROCK:—With reference to the remark that the proportion recognised here is different from that recognised in other cases, I would point out that in the case of cocoanut trees the compensation which is given is for the future produce. But here the compensation is for the existing value only. It partakes of the nature of crops. If it had been in the form of annual produce, he would have cut the crops. But here he loses the crops standing for ten years. He is therefore entitled to the whole of it, strictly speaking. It is therefore as a kind of compromise that the Select Committee has decided to give three-fourths.

The Hon'ble M.R.Ry. C. JAMBULINGAM MUDALIYAR Avargal:—If the Council would permit my Honourable friend, Mr. Vijayaraghavachariar, to alter his amendment from one-fourth to one-half, I should like to support it and also say a few words. First of all it is necessary to know whether your Excellency would permit him to alter one-fourth into one-half.

His Excellency the PRESIDENT:—Yes.

The Hon'ble M.R.Ry. C. JAMBULINGAM MUDALIYAR Avargal:—That being so, there is something to be said in favour of the amendment proposed, namely, to reduce three-fourths into one-half. It will be seen that the trees contemplated in this section—timber trees and other useful trees and plants of spontaneous growth—are not trees of such a kind as require enormous labour. They grow themselves, do not want manuring and do not want perpetual watering. The only thing necessary is that the tenant should take care that they are not eaten away by cattle, and that some kind of watch is kept or some fencing put up. Beyond that the trees contemplated in this section do not require any extraordinary amount of labour or toil on the part of the tenant. Therefore it follows that what contributes to the growth of these trees is the rain which is not the tenant's making and the soil which is also not the tenant's making. The rain and the soil contribute to the growth of the trees, and the part that the tenant has to do is that he guards the trees from being eaten away by goats. The portion contributed by the landlord, that is the soil, is just as good as, if not better than, the labour contributed by the tenant in guarding or watching these plantations. Of course if he does not cut away the spontaneously grown trees during the time of his tenancy, it is another piece of kindness. It would be perfectly equitable and just to give the tenant when his tenancy comes to an end one-half for his labour—his labour and his toil is not very much—and the other half to the landlord for the value of the soil. But for the soil these trees would have no existence and the tenant would get nothing. Therefore one-half, which is the highest limit, is a very reasonable compensation. The Honourable Mover thinks that prickly-pear comes under it. Prickly-pear, I may add, requires no care at all, requires no kind of labour or watering. If that is also a kind of plant and brought under section 10, the tenant is not entitled to get any compensation.

The Hon'ble Mr. J. STURROCK:—The Honourable Mover quoted it as an instance of a useless tree.

The Hon'ble M.R.Ry. C. JAMBULINGAM MUDALIYAR Avargal:—The trees that come under this section do not require much labour. One-half is therefore much more than what the tenant is entitled to for his labour.

The Hon'ble Mr. H. M. WINTERBOTHAM:—The Hon'ble Mr. Vijayaraghavachariar asked for an example of a plant which was not useful within the meaning of this section.

The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR Avargal:—I said tree.

The Hon'ble Mr. H. M. WINTERBOTHAM:—I gave prickly-pear as an instance of a plant which may not be useful. The product to which the provisions of this section will perhaps most generally apply is the bamboo. Bamboos may be taken as a very common example of useful trees or plants of spontaneous growth which the tenant is at liberty to uproot or cut down or protect and maintain. Botanically the bamboo is only a grass; but, especially in the vicinity of towns, it has a money value, and when the evicted tenant leaves a crop of bamboos on the ground, it is quite right and proper that the landlord should not be allowed to appropriate them without the payment of compensation. There is, no doubt, room for difference of opinion as to how the compensation should be estimated. If the tenant chose to cut down the bamboos during the period of his lease, there is nothing to prevent his doing so, and thus it seems fair to give him as compensation three-quarters of the sum which they might be reasonably expected to realise if sold by public auction to be cut and carried away. The members of the Select Committee will remember that after a prolonged argument this was the view to which the Committee unanimously agreed—that the tenant ought to receive three-fourths and not one-half.

The Hon'ble M.R.Ry. C. JAMBULINGAM MUDALIYAR Avargal:—Speaking for myself I do not think I agreed. You said unanimously, and I do not know if I agreed to the proportion of three-fourths.

The Hon'ble Mr. H. M. WINTERBOTHAM:—I think it is obvious as regards bamboos, which is the most usual product to which this section would apply, that the tenant should get at least three-fourths. I cannot see why in regard to any other trees he deserves any less. On the whole, I do not think it is desirable that the amendment should be accepted.

The Hon'ble M.R.Ry. V. BHASHYAM AIYANGAR Avargal:—I do not know if the Hon'ble Mr. Jambulingam Mudaliyar was present at the time when this was discussed. But in connection with this I may draw his attention and the attention of the Members of Council to clause (*h*) of section 108 of the Transfer of Property Act and the definition of the words "attached to the earth" in section 3 of the Transfer of Property Act. I do not say that the section of the Transfer of Property Act relating to leases is applicable to this Presidency, because Honourable Members of Council are aware that section 117 of the Transfer of Property Act provides that nothing contained in the chapter about leases is applicable to agricultural leases, unless it is specially extended by the local Government. To indicate the principle enunciated by the legislature, I draw your attention to clause (*h*) which says: "The lessee may remove, at any time during the continuance of the lease, all things which he has attached to the earth, provided he leaves the property in the state in which he received it." If you turn to clause (*b*) dealing with the rights and liabilities of lessees, the lessee may remove at any time during the period of the lease all things which he has attached to the earth

provided he leaves the property in the state in which he received it. The interpretation of the phrase, "attached to the earth" is "rooted in the earth," as in the case of trees and shrubs to which you will find a reference in clause (*a*), section 3. Thus under clause (*h*) the lessee may remove at any time during the tenant's lease all the trees planted by him. Under this clause he will be entitled to the full value of the trees at the expiration of the lease; but, however, as that section is not strictly applicable it was considered fair that the landlord should have some portion of the present value. Therefore it was, that one-fourth was given in favour of the landlord, if the tenant does not exercise the right if any, which he may have, of cutting and carrying them away. It would be rather difficult to maintain that the landlord should have one-half or any other fixed proportion. One-fourth was fixed as probably the best solution of the difficulty and we have assigned three-fourths to the tenant as some inducement to him not to cut and remove the trees.

The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR Avargal:—With very great diffidence and respect to the learned Advocate-General I differ from him in the meaning he puts. It is not a question of law. But it is a question of the meaning he puts on clause (*h*). He says that the lessee may remove the trees. He begins by defining "attached to the earth" as "rooted in the earth" as in the case of tree and shrubs. Clause (*h*) reads thus: "The lessee may remove, at any time during the continuance of the lease, all things which he has attached to the earth, provided he leaves the property in the state in which he received it." By things which he, the tenant, has attached to the earth, the learned Advocate-General seems to think that what is meant is the things he has and which are attached to the earth. He makes attached an adjective qualifying the word things. Until he told me this, I thought "attached" was a verb, the nominative being he. I humbly submit that it is a forced and violent construction which the Advocate-General has put. The Hon'ble Mr. Sturrock and the Hon'ble Mr. Winterbotham say that the tenant has a right to cut and carry away the spontaneously grown trees during his tenancy. I wish to know on what evidence they say so. I do not know if there is a tittle of evidence to support such a statement. The Malabar custom is quite the contrary. I shall quote so great an authority as Sir Charles Turner and I shall sit down. In the list of suggestions he makes for legislation, he records this fact:—"This might be continued to him, the right to cut down trees of spontaneous growth, provided he does no injury to the productive power of the whole." His suggestion is: If he exercises this power in land held by the occupancy tenant, half of the value of timber should belong to the tenant. As a fact he records this with his usual energy and care. Remembering all the authorities dating from 1793, I demur to the statement of the Hon'ble Mr. J. Sturrock and the Hon'ble Mr. Winterbotham that the tenant has a right to cut the trees of spontaneous growth. I deny the right and say he has not.

The amendment was put to the Council and lost.

Section 12.

The Hon'ble M.R.Ry. P. RATNASABHAPATI PILLAI Avargal:—As the Hon'ble Mr. Vijayaraghavachariar has notified his intention to move a more comprehensive amendment to this section, I beg to withdraw mine.

With the permission of His Excellency the President the amendment was withdrawn.

The Hon'ble M R.Ry. C. VIJAYARAGHAVACHARIAR Avargal:—I beg to move "that section 12 and the illustrations be omitted." I need not detain the Council very long in moving this amendment. It is stated that in making calculations for the award of compensation under this law, if two results are arrived at, the larger result should be given to the tenant. The section says, "Notwithstanding anything contained in sections 9, 10 and 11, the amount of compensation to be awarded for an improvement shall be ascertained in the way prescribed by any of the said sections which is most favourable to the tenant." My amendment does not say that it shall or shall not be given to the tenant. It would be extremely undesirable to state in the Bill what course should be adopted. It would depend upon circumstances, it would depend upon the evidence. Let us take an example. If a tenant happens to be the mortgagee with a high rate of interest, say 40 or 50 per cent., then it must readily be granted that to such a tenant it would be in the highest degree unfair the higher result should be given. On the other hand, it may be in the case of a tenant who has spent a good deal of labour that such a course may be equitable. I say "don't fetter the discretion of the court." We have introduced two classes of tenants—two classes of people under the term "tenant." I do not mean to deprive a deserving tenant of the higher result. There may be a tenant who may not deserve it. I hope the Honourable Members will leave the court unfettered. At any rate, I don't see the principle of the thing. If there are two results, I must take it that both the results are good. We are now preparing elaborate rules for the calculation of results. We must take it that we have applied nothing but equitable rules in making the calculation. If under one set of rules which we have prepared with the greatest care the tenant is entitled to one result and if under another there is another result, what is the principle of giving the higher result to the tenant? The landlord in Malabar is, unlike our zamindars, the full owner of the soil, and it is too late to disturb him. If under one section the compensation be adequate, I do not see why the tenant should have the higher compensation. I do not see the justice of the principle and I do not see the necessity for fettering the hands of the court.

The Hon'ble M.R.Ry. P. Ratnasabhapati Pillai Avargal seconded the amendment.

The Hon'ble Mr. H. M. WINTERBOTHAM:—The justice and the necessity of section 12 seem to me so obvious that I am perfectly unable to understand the Honourable Member's objection to it. If he would only read the section and the two illustrations, I feel almost convinced that he will understand the necessity for this provision. Take the first illustration. It is well known that the jack tree is extremely valuable as a fruit tree and also as a timber tree. As it increases in years its fruit-bearing capacity diminishes while its value as timber increases, and when it attains to great age its timber alone is useful. What section 12 provides is that in ascertaining the amount of compensation payable for such a tree the court shall calculate what it is worth as a fruit tree and what it is worth as a timber tree. If it is worth more as a fruit tree then the compensation will be made under section 9, but if it is worth more as a timber tree the compensation will be made under section 10. In the same way the second illustration speaks of the man who has planted a casuarina plantation. The young plants may be only 2 or 3 years old. Are you going to compensate the man by giving him the value of the plantation as timber to be cut down and carried away? It is monstrous to do that. We say you must go to the next section and ascertain what is the cost of the labour spent in making the plantation. The young plants are of no present value themselves as timber, whereas the toil expended on them

amendment. I thought this amendment would be necessary, but as my other amendments have been lost, I don't want to press this amendment for my own reasons.

With the permission of His Excellency the President this amendment was withdrawn.

Section 15.

The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR Avargal:—I beg to propose that in sub-section (1) after the word "may" in line 32 be added the words "in communication with the High Court." The amendment I propose is the restoration of clause I to where it already existed in the Act which we are now amending. The expression is taken literally from the Act. Sub-section (2) of section 6 says, "The Governor in Council may, in communication with the High Court, order tables, etc." In the Bill "in communication with the High Court" has been omitted. My amendment is that that expression should be restored. Nothing has been said in the course of the debate to show why the influence of the High Court should be excluded. Nothing has been said in regard to it in the Select Committee's report, nor in the Statement of Objects and Reasons, nor in the course of the debate since this Bill was introduced. The introduction of the phrase I have quoted would be very healthy as the High Court with their experience of cases coming from Malabar will be able to make valuable suggestions from time to time and the executive Government in conjunction with the High Court might frame tables which would be far more reliable and healthy than if left entirely to the Collector's establishment in the district and the Secretariat of Government. I humbly submit that my amendment may therefore be passed.

The Hon'ble M.R.Ry. G. Venkataratnam Pantulu Garu seconded the amendment.

The Hon'ble M.R.Ry. V. BHASHYAM AIYANGAR Avargal:—I think the amendment is not founded upon any principle. It is strange that the High Court should be consulted as to the prices of cocoanuts, arecanuts, pepper and paddy in Malabar or the cost of cultivating and harvesting a crop of paddy or of planting, protecting and maintaining cocoanut trees. It may, no doubt, happen that one of the Judges of the High Court may be one who has had considerable experience in Malabar. That may or may not be the case. I think on principle it is quite wrong to throw such a responsibility or assign such duties to the Honourable the Judges of the High Court. I may mention that these cases of compensation generally come before the High Court only in second appeals. They would rarely have to decide the price of cocoanuts, pepper or paddy upon evidence. I think the amendment proposed is one which could not be accepted.

The Hon'ble Mr. H. M. WINTERBOTHAM:—I agree with the learned Advocate-General in the reasons he has given in opposing the amendment. I do not think I need say anything more on the subject.

The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR Avargal:—I do not say anything of the propriety or the impropriety of consulting the High Court, but if I err at all in moving my amendment I err in company with the framers of the previous Act. The framers of the previous Act did not consider it an impropriety to lay down that the High Court might be consulted. I cannot well understand why such a strong objection should be taken to the connection of the High Court in the matter. I perfectly agree that the High Court, or for the matter of that His Excellency the Governor in Council, would not know the prices of paddy and so forth. I do not know how it looks more ridiculous when it applies to the High Court than when it applies to His

Excellency the Governor in Council. In both cases it comes from village officials. How is it more ridiculous if the High Court is called upon to give its opinion than His Excellency the Governor in Council is called upon to give an opinion? In the preparation of these tables some sort of principle has to be applied. Various prices prevailing in the various localities will have to be obtained, an average will have to be struck and tables will have to be prepared. It is in this connection the opinion of the High Court would be most healthy.

The amendment was put to the Council and lost.

Section 16.

The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR Avargal:—My next amendment is that the following words be omitted in lines 5 and 6 of section 16: "In respect of any product for which no table showing the price has been published." This amendment involves no principle and is merely verbal. I would leave it to the Honourable Mover and the Advocate-General to say whether they will accept it or not. The meaning of the amendment would be clear if we read together sections 15 and 16. In section 15, sub-section (2) says that the tables prepared by Government—now without the assistance of the High Court—shall be evidence, but that that evidence may be rebutted by the average price as provided in section 16. But when we go to section 16, it says: "In respect of any product for which no table showing the price has been published, the court shall adopt as the money value for the purpose of awarding compensation under section 9, etc." That is to say the courts will be precluded from going into evidence where tables are published. The previous section says that wherever tables are published that evidence can be rebutted. This will mislead the courts.

The Hon'ble M.R.Ry. V. BHASHYAM AIYANGAR Avargal:—I will second the amendment if my Honourable friend will move the amendment in a modified form which I suggest; that is, in section 16, after the word "published" be added the words "and whenever the presumption under section 15 as to price is sought to be rebutted."

The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR Avargal:—I have no objection to adopt it.

The amendment as thus modified was put to the Council and agreed to.

Section 18.

The Hon'ble M.R.Ry. P. RATNASABHAPATI PILLAI Avargal:—I beg to move that section 18 be omitted and that sections 19 and 20 be numbered as sections 18 and 19. In moving the omission of this section I may quote no less an authority than the Select Committee itself. The Select Committee has stated in its report that it was not without considerable hesitation that it retained this provision. I do not think that the quantity of tree-planting is a matter which can be regulated by statutory regulation. The quantity to be planted depends upon conditions of climate and soil. The more crowded the trees are, the less productive they become, and the amount of compensation will be proportionately reduced. In the long run matters will adjust themselves. The impracticability of laying down a hard-and-fast rule will be obvious from the instance cited by the Honourable Mover in introducing the Bill, of the late Collector of Malabar, Mr. Logan, having found no less than 433 cocoanut trees on three-fourths of an acre.

The Hon'ble Mr. WINTERBOTHAM :—Not cocoanut trees, but trees of sorts.

The Hon'ble M.R.Ry. P. RATNASABHAPATI PILLAI Avargal :—The Select Committee could not obtain the standard as regards the pepper vine. Therefore they omitted it. The matter may, I think, be left to the discretion of the court especially as no tenant will be acting against his own interests by overplanting, when he knows the more the planting is, the less productive the trees will become and that will naturally result in the reduction of compensation.

The Hon'ble M.R.Ry. C. Vijayaraghavachariar Avargal seconded the amendment.

The Hon'ble M.R.Ry. C. JAMBULINGAM MUDALIYAR Avargal :—I oppose this amendment. The whole scheme of this Bill is to calculate the compensation on the number of trees in a garden and the probable life that each tree might have or the garden might have ; and the compensation is based upon certain calculations resulting in the present value of the garden. That being the case, there will be the strongest temptation at the fag end of a tenancy to stick in a number of arecanuts and just allow them to grow for two years and claim compensation. The result in this case will be disastrous. Each acre or a given extent of land is capable of bearing or taking a certain number of trees and planting over that is ruination to the plantation itself. That being so we must prevent the temptation on the part of the tenant to stick in more nuts. The temptation will be to put in more nuts and raise a bigger garden with a larger number of trees so that he may have more money. That will be in the long run injurious to the interests of the tenant. If the objection were only taken to the schedule giving the number of cocoanut trees, jack trees and arecanut trees that a garden is capable of taking, or to some figure that is given, or suggested that these figures be omitted and the court be given the power in each case according to each locality to judge as to what would be the probable number of cocoanut and arecanut trees and jack trees that might be planted in a certain area or that the legislature need not fix the number, I can quite understand it. But if the whole section is to be omitted then the principle of taking into consideration overplantation and calculating compensation on the basis of such overplantation and the injury likely to be done to the garden is taken away and the landlord is in a serious position indeed. Therefore, I strongly oppose the omission of the whole section, but if the amendment comes in any other amended form the Council may consider it.

The Hon'ble M.R.Ry. P. RATNASABHAPATI PILLAI Avargal :—I take the suggestion of the Hon'ble Mr. Jambulingam Mudaliyar and move for the omission of that portion of the section relating to the number of trees. The section as amended by me will run as follows :—

"When trees are planted in excess of the customary scale, the court, if satisfied that, in the circumstances of the particular case, the land is overplanted, may, *notwithstanding anything hereinbefore contained*, either refuse to grant any compensation, or may grant compensation at a lower rate, for so many of the trees as are in excess of the customary scale."

The Hon'ble Mr. J. STURROCK :—It seems essential to retain the words "and are immature" at the end.

The Hon'ble Mr. H. M. WINTERBOTHAM :—I think there seems to be a misunderstanding as to the object of this section. The Act provides that the Government may prescribe tables under which the courts shall, in the absence of evidence to the contrary, award compensation at certain rates. Suppose the Government prescribes a

table that for every cocoanut plant the compensation shall be As. 4, and suppose that on the termination of the lease the tenant, with a view to obtain this compensation, should stick in 1,000 plants before he is evicted. If it were not for this section the court will be compelled to give him As. 4 for each plant. That is what we have sought to avoid by this section. I have no objection to accept the amendment that the whole section be omitted, but I cannot for a moment agree to the second amendment for the reasons that I have already stated, because the whole object of the section would be lost and we should open up a wide field of dispute as to customary scales.

The Hon'ble Mr. H. P. HODGSON :—It is highly desirable that this section should be retained in some form or another for the protection of landlords. I quite follow what the Hon'ble Mr. Jambulingam Mudaliyar has said. It is well known that only a certain number of trees can be profitably grown on a given area of ground. Of course, there are different classes of trees for which these numbers would vary. It is quite possible that such a case as the one which the Hon'ble Mr. Jambulingam Mudaliyar has pointed out might arise, that is, a tenant about to relinquish his occupancy might put in a very large number of plants which could never grow into mature trees and which are practically of no real value, but for which he might get compensation at the rates provided for in the Act. I think therefore it is highly desirable that this section should be retained in some form or another.

The Hon'ble M.R.Ry. P. RATNASABHAPATI PILLAI Avargal :—I quite understand the principle embodied in this section. The Select Committee has expressed itself with very great diffidence :

"*Section* 18.—In section 18 of the amended Bill we have, not without considerable doubt, retained with some modifications the provisions of section 15 of the original Bill against overplanting.

"We have omitted pepper because our information as to the proper number of vines, or standards, to the acre is very defective.

"We have raised the number of cocoanut trees per acre to 120, which is by general repute the usual number for a fully-planted garden. We have raised the number of jack trees from 30 to 60. Even this larger figure gives an area of over 80 square yards per tree—an area which only the finest trees would occupy."

The Select Committee has been acting upon a general notion which may be correct or fallacious. The Select Committee has not had sufficient data to fix the number of trees which should be planted on each acre. Seeing that the Select Committee has not had definite data—nor is it possible for it to have such data—the courts should be empowered to exercise their discretion so that they might take into consideration the circumstances of each case and see whether there has been deliberate overplanting on the part of the tenants. That the hands of the courts should be tied by a hard-and-fast rule as regards the number of trees to be planted is a procedure that is hardly tenable.

The amendment was put to the Council and lost.

The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR Avargal :—I beg to withdraw my next amendment, viz., that the section 18 be omitted.

With the permission of His Excellency the President the amendment was withdrawn.

The Hon'ble Mr. H. M. WINTERBOTHAM :—I beg leave to move that the Bill as amended by the Select Committee and the Council be now passed into law.

The Hon'ble Mr. J. STURROCK:—I beg to second the motion.

The Hon'ble M.R.Ry. C. VIJAYARAGHAVACHARIAR Avargal:—I shall not detain the Council very long. All that I have had to say I did say when the Bill was first introduced. The whole situation briefly stands thus. In a few minutes we shall have added to the statute book of this Presidency a statute specially applicable to Malabar. This is a special law indeed. Apart from the complicated provisions introduced into the Bill, one leading idea that pervades the whole is to restrain the landlord in turning out the tenants by placing difficulties in his way. At all events that is the origin of most of the provisions, disguise it how you may. The Government or the chief executive officers of Government as opposed to the Judicial officers of Government somehow have a faith, an unproved and unproveable faith, in some sort of connection between the outrages by Mappillas in Malabar and an agrarian discontent, whatever that discontent may be. If, on the former occasion, I tried to show that there is no evidence to connect the Mappilla outrages with any agrarian discontent that may be found to exist in Malabar, the lot of objections that have subsequently been received both from the tenants and the advocates of tenants on the one hand and from janmis and others interested in the preservation of janmam rights in Malabar on the other hand, all follow the lines I took. As regards the Mappilla outrages I emphatically deny that there is any connection between them and any agrarian discontent. Agrarian discontent in Malabar, it seems to me, is a creation only fifteen or sixteen years old. So far as the records can go, we have got a very good account of the land tenures of Malabar for over one hundred years. Books, centuries old, have been consulted and examined by every able man including Sir Thomas Munro. They have come to the conclusion which is embodied in two passages given by Sir Charles Turner which I beg leave to quote. Quoting from the minute of Lord William Bentinck, he says "the rights of landed property and the division of the produce of the soil between the landlord and the tenant are in Malabar perfectly defined and confirmed by immemorial usage." Then elsewhere in another passage Major Walker, one of the early brave explorers, observes: "In no country in the world is the nature of species of property better understood than in Malabar nor its rights more tenaciously maintained." That being so, in some ways, to me mysterious, the discontent arose and I notice this discontent was confined to the executive officers only, and of these the first person was Mr. Logan, the Collector of Malabar. He himself was appointed to examine into the grievances of Malabar and on going into the records submitted by him I find that an initial mistake was made by him in the enquiry. From the scope of his enquiry he excluded those people who would be able to give very good and disinterested evidence. But in order to prevent agitation, he invited the evidence from those persons only who had grievances. The result was that he heard one side only. That was the side of the tenants and their representatives. Having heard only that side he made the report. This report was placed before a committee. Curiously enough, the constitution of the committee is somewhat interesting. I cannot give the exact passage about the constitution, but the committee in their own language admit that there was no representative on the committee of the janmis' rights. That admission is, to my mind, a fatal admission that every one of them approached the question with opinions previously formed. So that the result of the enquiry did not take us beyond the report of Mr. Logan. That is this agitation was thus started and enquired into by Mr. Logan; the tenants' men were on the committee who admitted that there were no representatives of the janmis' rights and that they entered upon the investigation of the question with opinions previously formed. One member of

the committee was Mr. Wigram who has already written a book in which he has expressed himself strongly and he made converts, if conversion was needed, of his colleagues to his views. On the other hand, they had to combat series of facts—hard facts recorded as I have stated—by the earlier rulers at a time when there was no Suez canal and when they were all much more in touch with the people of the land. I do not mean any disrespect to our present rulers. But paradoxical though it might look, yet it is a fact that you do not know us as well as your ancestors knew us one hundred years ago. Those gentlemen with a knowledge and with a spirit of enquiry rarely equalled and never surpassed by the present rulers ascertained and recorded facts necessary for a satisfactory revenue administration of the province. Then followed the courts established by British Government. These courts, be it remembered, so far as Malabar is concerned, were almost entirely manned by tenants' men. As I stated on a former occasion the janmis in Malabar consisted chiefly of Rajas, Nambudri Brahmans, and a few fictitious persons that is temples. These gentlemen have not taken to British civilization and have no representative in offices, courts and elsewhere and their rights were never pressed before Government. On the other hand, the tenants' class, to which my esteemed friends the Nayars and Menons belong, put forward their cause with an amount of intelligence and pertinacity, worthy of admiration indeed; but that prevented the Government from hearing the other side, as it ought to in making a legislation of this kind, with the result that those that were in contact with the educated classes of the district were in the hands of tenants' representatives. And yet the munsifs and sub-judges so far as they came from Malabar were from the tenants' class; and it is curious to see that the executive officers of Government object to the land tenures of Malabar as judge-made law forgetting that the judge-made law took its foundation from the tenants, that is munsifs and sub-judges. How they came to the conclusion that the judge-made law was not in accordance with the customs of the land I tried to get at, but I was unable to find any evidence to show that the court-made law is otherwise than in accordance with the evidence and usages recorded by brilliant men whom I have already mentioned before, including the joint Commissioners, very able men who created not but found. In 1881, an enquiry was started with the result that there was the Act I of 1887 and we are now amending that Act. Before the people knew the full scope of that Act and before the courts understood it, there rose a cry to the effect that the Act did not work well and the agitation was kept up for some time, the result being the present Bill. This Bill is intended to stop eviction; but I am afraid that this Bill will not achieve one or two of the objects in contemplation of this Council. On the other hand, it would produce heart-burning and a great deal of discontent; divide class from class and possibly, far from enabling the Government to cope with the special situation in Malabar, may add to its troubles. If it is true that Mappilla outrages have nothing whatever to do with agrarian discontent, then so soon as they shall learn that in making this special law which practically puts more money into the pockets of the tenants, taken out of the pockets of the janmis, we had in view that the troubles would be put an end to; we give an additional inducement to these great boys—as the name "Mappilla" implies—and these sturdy boys will take this additional inducement not to behave better but to behave worse because it gives them money in addition to the advantage of going to heaven. As regards the administration of the measure I am sorry to say that it will not work well. There are so many provisions in the Bill for the calculation of the compensation, for the ascertaining of the number of trees, of the fruit-bearing trees and the average produce, that I wonder whether it would be possible, with all the precautions which you have now given and which the Govern-

ment may give, to work it well. There is one thing to which I must call the attention of the Honourable Council specially. The Government of India has been modifying the Indian Contract Act in order to give special powers of discretion to courts of justice in view to give them more equity jurisdiction in dealing with contracts. If you read the debates of the Governor-General's Council you will find that this was really intended to protect the borrowing class from the lending class. There can be no disguising that that was the real object of the extension of the principle that already existed in the Contract Act. We now find that the expression "undue influence" has been so defined as to cover a number of cases to which the courts will have power to give relief, as Courts of Equity in England do, in cases where they believe that bargains were unconscionable. By a strange process we have reversed this in the special law. If you take the Contract Act, the man that needs help is the weaker and the help is to be given to the borrower. The man against whom the court is asked to give help is the lender. In Malabar, the borrower under the name of janmi is a landlord and the lender under the name of kanomdar is the tenant. We place the lender of the money in a helpless position. The Government of India places him in a dominating position and hopes to relieve the borrower against any unconscionable bargains which this man might have entered into with him. We have reversed the whole thing and placed the lender under the name of kanomdar, that is the tenant, in a dominating position and he is to be relieved and he is to get an amount of money along with the poor houseless menials, the real tenants, the agriculturists, who really cultivate the land. This man under the name of the kanomdar, the sowcar, takes the rent from the man who is a poor tenant. This man takes rank with him and is to get the benefit which was intended to be given to the tenant proper. Reading all the papers connected with Mr. Logan's Commission, the real object was to give relief to the actual cultivators and occupiers of the land. But the hard-headed logic of somebody introduced money-lenders. On the whole, the question is whether such a Bill as this is fair and equitable; nowhere have we any provision in this Bill against excessive compensation being got from the landlord. No doubt, there is section 14 in which the ingenuity of the Select Committee has provided that the Government, in order that the whole complicated machinery might not do any harm, might prepare maximum and minimum rates for compensation. Upon what basis they are to do it, the section does not say. What are their bases to find the maximum and minimum compensation—terms which have a great meaning with mathematicians? The whole Act is a clumsy machinery and as it is bound to burst it is not in the power of these governor balls to make it work well. I do not think that this Bill will achieve the object in view. A more statesmanlike law founded upon real facts will soon have to be placed on the statute book for Malabar.

The Hon'ble Mr. H. M. WINTERBOTHAM:—I do not think it necessary to make any reply, because the Honourable Member's speech, as far as I can understand it, is a direct attack on the principles of the Bill, and the time for such an attack is passed.

The motion was put to the Council and agreed to.

* * * * *

H. TREMENHEERE,
Secretary to Government.

MADRAS: PRINTED BY THE SUPERINTENDENT, GOVERNMENT PRESS.

FORT ST. GEORGE GAZETTE SUPPLEMENT.

TUESDAY EVENING, JANUARY 9, 1900.

ACT OF THE GOVERNMENT OF MADRAS.

The following Act of the Governor of Fort St. George in Council received the assent of His Excellency the Governor on the 4th December 1899, and that of His Excellency the Viceroy and Governor-General on the 3rd January 1900, and is hereby promulgated for general information:—

MADRAS ACT No. I OF 1900.

An Act to secure to Tenants in the Malabar District Compensation for Improvements.

WHEREAS it is expedient to amend the law relating to compensation for improvements made by tenants in the Malabar district; It is hereby enacted as follows:— Preamble.

1. This Act may be called the Malabar Compensation for Tenants' Improvements Act, 1899, and it shall be applicable to the whole of the Malabar district. Short title, and local extent.

2. Madras Act I of 1887 is hereby repealed. Repeal of Act I of 1887.

3. In this Act unless there is something repugnant in the subject or context— Interpretation clause.

(1) "Tenant," with its grammatical variations and cognate expressions, includes a person who as lessee, sub-lessee, mortgagee or sub-mortgagee or in good faith believing himself to be lessee, sub-lessee, mortgagee or sub-mortgagee of land is in possession thereof or who with the *bonâ fide* intention of attorning and paying the customary rent to the person entitled to occupate or let waste land but without the permission of such person brings such land under cultivation and is in occupation thereof as cultivator. Tenant.

(2) "Ejectment" includes redemption or recovery of possession of land mortgaged. Ejectment.

(3) "Improvement"

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Improvement.

(3) "Improvement" means any work or product of a work which adds to the value of the holding, is suitable to it and consistent with the purpose for which the holding was let, mortgaged, or occupied.

What are presumed to be improvements.

4. Until the contrary is shown the following works or the products of such works shall be presumed to be improvements for the purposes of this Act:—

(*a*) the erection of dwelling-houses, buildings appurtenant thereto, and farm buildings;

(*b*) the construction of tanks, wells, channels, dams and other works for the storage or supply of water for agricultural or domestic purposes;

(*c*) the preparation of land for irrigation;

(*d*) the conversion of one-crop into two-crop land;

(*e*) the drainage, reclamation from rivers or other waters, or protection from floods, or from erosion or other damage by water, of land used for agricultural purposes, or of waste land which is cultivable;

(*f*) the reclamation, clearance, enclosure, permanent improvement of the land for agricultural purposes;

(*g*) the renewal or reconstruction of any of the foregoing works, or alterations therein or additions thereto;

(*h*) the planting or protection and maintenance of fruit trees, timber trees, and other useful trees and plants.

Tenant entitled to compensation on ejectment.

5. (1) Every tenant shall on ejectment be entitled to compensation for improvements which have been made by him, his predecessor in interest, or by any person not in occupation at the time of the ejectment who derived title from either of them, and for which compensation has not already been paid; and every tenant to whom compensation is so due shall, notwithstanding the determination of the tenancy or the payment or tender of the mortgage-money (if any), be entitled to remain in possession until ejectment in execution of a decree or order of court.

(2) A tenant so continuing in possession shall during such continuance hold as a tenant subject to the terms of his lease or of the mortgage, as the case may be.

Decree in ejectment to be conditional on payment of amount of compensation ascertained under this Act or the difference between it and the amount, if any, adjudged to the plaintiff from the defendant.

6. (1) In a suit for ejectment instituted against a tenant in which the plaintiff succeeds and the defendant establishes a claim for compensation due under section 5 for improvements, the court shall ascertain as provided in sections 9 to 18 the amount of the compensation and shall pass a decree declaring the amount so found due and ordering that on payment by the plaintiff into court of the amount so found due and also the mortgage-money (if any) the defendant shall put the plaintiff into possession of the land with the improvements thereon.

(2) If in such suit the court finds any sum of money due by the defendant to the plaintiff for rent or otherwise in respect of the tenancy, the court shall set-off such sum against the sum found due under sub-section (1), and shall pass a decree declaring as the amount payable to him on ejectment the amount (if any) remaining due to the defendant after such set-off.

Compensation for subsequent improvements and re-valuation, if necessary, of improvements at the time of ejectment.

(3) The amount of compensation for improvements made subsequent to the date up to which compensation for improvements has been adjudged in the decree and the re-valuation of an improvement for which compensation has been so adjudged when and in so far as such re-valuation may be necessary with reference to the condition of such improvement at the time of ejectment as well as any sum of money accruing

accruing due to the plaintiff subsequent to the said date for rent or otherwise in respect of the tenancy shall be determined by order of the court executing the decree and the decree shall be varied in accordance with such order.

(4) Every matter arising under sub-section (3) shall be deemed to be a question relating to the execution of a decree within the meaning of clause (*c*) of section 244 of the Code of Civil Procedure.

Tenant may remove buildings, works or trees not deemed improvements, within a time to be fixed.

7. Whenever a court passes a decree or order for ejectment against a tenant and such tenant has erected any building, constructed any work or planted any tree which the court finds is not an improvement for which compensation can be claimed, but which the court finds can be removed without substantial injury to the holding, such tenant may remove such building, work or tree within a time to be fixed by the court in its decree or order.

Power to make rules for appointment of assessors, &c.

8. The Local Government may, from time to time, by notification in the Fort St. George and Malabar District Gazettes, make rules requiring the court to associate with itself, for the purpose of estimating the compensation to be awarded under section 6 for an improvement, such number of assessors as the Local Government thinks fit, determining the qualifications of those assessors, the mode of selecting them, the fee payable to them, and the procedure to be followed in case of a difference of opinion between the judge and one or more of such assessors.

Improvement producing an increase in the value of the annual net produce.

9. (1) When the improvement is not an improvement to which section 13 applies and has caused an increase in the value of the annual net produce of the holding, the court shall determine, as nearly as may be, the average net money value of such increase and the number of years during which such increase may reasonably be expected to continue, and shall then ascertain the present value, at 6 per cent. of an annuity equal to such money value for such number of years, and also the cost of making the improvement determined in the manner prescribed in section 11.

(2) If the present value of the annuity does not exceed the cost of making the improvement, the present value shall be the compensation to be awarded.

(3) If the present value of the annuity exceeds the cost of making the improvement, the compensation to be awarded shall be the cost together with one-half of the excess.

Explanation.—The value of the net produce means the amount remaining after deducting from the value of the gross produce the cost of cultivation and the Government assessment and cesses.

Improvement consisting of trees or plants spontaneously grown during tenancy or sown or planted by tenants.

10. When the improvement is not an improvement to which section 9 applies but consists of timber trees or of other useful trees or plants spontaneously grown during the period of the tenancy or sown or planted by any of the persons mentioned in section 5, the compensation to be awarded shall be three-fourths of the sum which the trees or plants might reasonably be expected to realize, if sold by public auction to be cut and carried away.

Other kinds of improvements.

11. When the improvement is not an improvement to which section 9 or 10 applies the compensation to be awarded shall be the cost of the labour including supervision thereof, and of the materials together with other expenditure, if any, which would at the time of the valuation be required to make the improvement, less a reasonable deduction on account of the deterioration, if any, which may have taken place from age or other cause.

12. Notwithstanding

Value of improvement to be ascertained in the way most favourable to the tenant.

12. Notwithstanding anything contained in sections 9, 10 and 11, the amount of compensation to be awarded for an improvement shall be ascertained in the way prescribed by any of the said sections which is most favourable to the tenant.

Illustrations.

(*a*) The compensation to be awarded for a jack tree as a fruit tree is ascertained under section 9 to be Rs. 7, but for the same tree as a timber tree it is ascertained under section 10 to be Rs. 10.

(*b*) The compensation to be awarded for an immature casuarina plantation is ascertained under section 10 to be Rs. 20, but under section 11 to be Rs. 100.

In each case, the court shall award the higher amount.

Improvement consisting in the protection and maintenance of trees and planting of trees and plants spontaneously grown prior to tenancy.

13. When the improvement consists in the protection and maintenance of timber or fruit trees or of other useful trees or plants not sown or planted by any of the persons mentioned in section 5, or of such trees or plants spontaneously grown prior to the commencement of sr[illegible]nsation to be awarded shall be the [illegible]ined as provided in section 11.

Power to frame tables of maximum and minimum rates of compensation.

14. The Local Government may prepare for the district tables showing the maximum and the minimu[illegible] awarded under this Act for all or any class of improvements, and when such tables have been published the amount awarded as compensation under sections 9, 10, 11 and 12 shall not, except where the court is satisfied that there has been exceptional care, skill or enterprise on the part of the tenant, exceed such maximum rates, nor shall it in any case be less than such minimum rates.

Power to prepare tables of prices of products, the cost of cultivating paddy, planting, protecting and maintaining trees and plants.

15. (1) For the purpose of determining the amount of compensation to be awarded under this Act, the Local Government may prepare tables for the whole or any part of the Malabar district showing all or any of the following matters :—

(*a*) The price of cocoanuts, arecanuts, pepper and paddy.

(*b*) The cost of—

(i) cultivating and harvesting a crop of paddy ;

(ii) planting, protecting and maintaining a cocoanut tree, an arecanut tree, a jack tree and a pepper vine until the tree or vine is in bearing ;

(iii) protecting and maintaining a cocoanut tree, an arecanut tree, a jack tree and a pepper vine for one year when in bearing.

Such tables to be presumptive evidence that the prices and costs therein mentioned are correct.

(2) The tables prepared under this section shall on publication be receivable in evidence and the rates and amounts therein specified shall be presumed to be the proper rates and amounts until the contrary is proved ; provided that in so far as such tables prescribe prices of products, the presumption shall not be rebuttable except by proof of the average price as provided in section 16.

Value to be ascertained where no table has been prepared or the correctness of the price mentioned in the table is disputed.

16. In respect of any product for which no table showing the price has been published and whenever the presumption under section 15 as to price is sought to be rebutted the court shall adopt as the money value for the purpose of awarding compensation under section 9, the average price as nearly as may be ascertainable, in the taluk where the land is situated, for a period of ten years immediately preceding the institution of the suit.

17. The

Tables to be published.

17. The tables prepared under this Act shall be published in English and Malayalam in the Fort St. George and Malabar District Gazettes, and shall be kept publicly posted in the courts having jurisdiction over the area to which the tables apply.

The Local Government may by like publication cancel or vary from time to time the tables so published.

Compensation may be refused where trees have been overplanted.

18. When trees are planted in excess of the following scale, the court, if satisfied that, in the circumstances of the particular case, the land is overplanted, may notwithstanding anything hereinbefore contained either refuse to grant any compensation, or may grant compensation at a lower rate, for so many of the trees as are in excess of the scale and are immature :—

Cocoanut trees	120 per acre.
Arecanut trees	720 „
Jack trees	60 „

In the case of a mixed garden each tree shall be allowed a proportionate fraction of an acre according to the above scale.

Contracts affecting tenant's right to make improvements and claim compensation under the Act invalid.

19. Nothing in any contract made after the 1st day of January 1886 shall take away or limit the right of a tenant to make improvements and to claim compensation for them in accordance with the provisions of this Act.

Proviso.

Provided that nothing herein contained shall affect any agreement in writing registered made after the effecting of the improvements settling the amount of compensation due therefor at the date of such agreement.

Saving clause.

20. Nothing in this Act shall be construed as taking away the right of any person who may be entitled by law or custom to claim compensation for any improvements other than those dealt with under the provisions of this Act.

H. TREMENHEERE,
Secretary to Government.

MADRAS : PRINTED AND PUBLISHED BY THE SUPERINTENDENT, GOVERNMENT PRESS.

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...Rs. 20, but under ... the court shall ... ...her amount.

...ovide

I.

GOVERNMENT OF MADRAS.

JUDICIAL DEPARTMENT.

READ—again the following papers :—

G.O., No. 1012, Judicial, dated 14th June 1890.

ABSTRACT.—Communicating, with remarks, to the Honourable the Judges of the High Court a letter from the District Magistrate of Malabar with resolution of the Board of Revenue thereon regarding the six tables of rates of compensation to be paid to tenants under Madras Act I of 1887.

G.O., No. 2530, Judicial, dated 11th December 1891.

ABSTRACT.—Passing orders on correspondence relative to the preparation under section 6 (2) of the Tenants' Improvements (Malabar) Act, 1887, of tables of rates of compensation to be paid in the case of trees and plants to ejected tenants.

READ—also the following paper :—

Proceedings of the Board of Revenue (Land Revenue), dated 11th May 1894, Mis. No. 2588.

Read—the following letter from H. BRADLEY, Esq., Acting Collector of Malabar, to the Secretary to the Commissioners of Land Revenue, dated Camp, Mannarghat, 31st January 1894, No. 161-P. Gl. :—

I have the honour to submit the report called for in G.O., No. 2530, Judicial, dated 11th December 1891, upon the working of the Tenants' Improvements Act, Malabar. I forward my report through the Board of Revenue because Mr. Winterbotham's report, which led to the correspondence upon which the Government Order was based, was addressed to the Board.

2. The enclosed statement for the three years ending 1892 shows the number of evictions, &c., and has been prepared from figures furnished by the District Judges on the same lines as the statement printed at page 7 of the Government Order under reply which formed the enclosure to the High Court's letter printed at page 6. It shows that there has been a very considerable increase in the number of eviction suits; that the percentage of cases in which compensation was granted remains about the same—just under 24 per cent. for the three years; and that the compensation granted amounted to over 5 lakhs of rupees. The amount of compensation granted per case has increased from Rs. 148 to 169.

3. It is, therefore, clear that the avowed object of the Act—namely, to check evictions—has not been attained. I have no statistics, and I fear that it would not be easy to obtain them for the 13,000 eviction suits which have been before the Courts during the last three years, to show in how many cases the janmi himself was the plaintiff or in how many cases the kanomdar himself was cultivating. But there

must be many cases in which the person who really expended time and labour upon the improvements was a sub-tenant and in perhaps more than half the cases the plaintiff is the holder of a melcharth.

4. Considering that less than seven years have elapsed since the passing of the Act, and the ordinary period of a kanom lease is 12 years, the full effect of the Act has not yet been reached, because there has, as yet, been no occasion for eviction suits in respect of $\frac{5}{12}$ of the leases subsisting before the Act was passed. But I firmly believe that eviction suits will increase steadily until 12 or 13 years have passed since the introduction of the Act and that the position of tenants will, for the reasons given below, be found not to have improved at all when the end of the century arrives. The janmi is anxious that the compensation to be paid upon evicting a tenant should be as low as possible, and it is not difficult to devise a means of keeping it low, or in any case it can be determined once for all at the next renewal and care taken that all future improvements shall be described in the leases as his property.

5. There is no doubt that as things are at present tenants are far better off than they were before the passing of the Act. They are getting much better rates of compensation, but they do not consider that the rates they obtain compensate them in full. The janmis on the other hand look upon the Act with disfavour, as it has appreciably reduced their hold upon their tenants. In some cases it is reported that the amount given in the way of compensation exceeds the janmam value of the land, and it is, I believe, a fact that execution is not taken out at all in a fair proportion of eviction suits owing to the amount that has to be paid as compensation.

6. In North Malabar it is stated that Courts very frequently give higher rates of compensation than those sanctioned in the Government Order under reply, but this is attributed to the personal views of the present Judge, who joined the Court in May 1890 and who has his own method of working out the compensation payable. In South Malabar there are no sanctioned rates. But it will be seen at a glance that the average amount of compensation awarded is much greater in South than in North Malabar. The general opinion amongst officials appears to be that the rates of compensation now awarded, though far more favourable to the tenants than the old customary rates, are not high enough to cover the real value of the improvements. But there is, of course, the danger if they become too high of the cost of evictions becoming prohibitive and of janmis thereby losing all control over their tenants.

7. In considering the number of evictions that have taken place since the introduction of the Act, there are two points which require special consideration—one is the impetus to evictions given by the janmis' fear lest Mr. Logan's proposals relating to permanency of tenure should be brought into force which very probably might account for some of the increase in the number of eviction suits; the other is the ruling of the High Court reported at page 454 of Vol. XIII of the Indian Law Reports (Madras Series). Under this ruling, as interpreted by the Courts, the cost of instituting an eviction suit for garden land has very considerably increased. This, of course, would tend to keep down such suits.

8. I now proceed to explain why I believe that the effect of the Act will have almost entirely passed away by the end of the century. As soon as the janmis began to understand the bearing of the Act, they began to devise means of evading it, and they have accordingly taken to entering a very considerably increased rent in renewed leases; and they insert a clause to the effect that a portion of the rent has been remitted for improvements to be effected. Then under clause (*c*) of section 6 (1) of the Act, the compensation will be materially reduced at eviction. The tenant knows that he will be evicted if he does not consent to the landlord's terms; for the present he has only to pay the old rate of rent, and the next renewal is 12 years off, and without considering the future consequences he can easily be got to consent. In other cases the janmi allows the tenant to retain the land for a few years beyond the period of the kanom and then persuades the tenant into executing a lease in which all or nearly all the trees are entered as landlord's improvements. I believe, therefore, that by one means or another after all the kanoms in the district have been renewed once since the Act was introduced, it will be found that the percentage of eviction suits in which compensation has to be paid will be very small.

9. Upon the whole, then, I am of opinion that the Act has worked so far favourably for the tenants, but I do not believe its effects will be permanent nor has it tended to give the least additional security to the tenants. It has not checked the practice of giving melcharths in the very slightest degree. I fear that no legislation will have any permanent effect unless it secures to a kanomdar freedom from eviction so long as he pays his rent and the customary renewal fees. This can, I fear, only be done by prohibiting melcharths, the number of which is said to be on the increase. The present Act would be considerably improved by the repeal of clause (*c*) of section 6 (1), which puts a very dangerous weapon into the hands of the janmis.

10. I do not think that the tables of rates are in any way necessary so long as the method of applying them is left entirely to the Courts. It is stated that one of the munsifs has recently adopted a practice of deducting half the ascertained value of the improvements by way of compensation to the janmi for the capital invested in the land. As long as such a thing as this is possible, no tables of rates can be of much effect.

ENCLOSURE.

Statement showing the Eviction suits in North and South Malabar during the years 1890 to 1892.

Name of Court.	1890.						1891.						1892.					
	1	2	3	4	5	6	1	2	3	4	5	6	1	2	3	4	5	6
	Number of evictions.	Number in which no compensation was awarded.	Percentage of columns 2 to 1.	Number in which compensation was awarded.	Total amount of compensation when given.	Proportion of columns 5 to 4.	Number of evictions.	Number in which no compensation was awarded.	Percentage of columns 2 to 1.	Number in which compensation was awarded.	Total amount of compensation when given.	Proportion of columns 5 to 4.	Number of evictions.	Number in which no compensation was awarded.	Percentage of columns 2 to 1.	Number in which compensation was awarded.	Total amount of compensation when given.	Proportion of columns 5 to 4.
North Malabar.					Rs. A. P.						Rs. A. P.						Rs. A. P.	
1. Sub-Court, North Malabar, Tellicherry ..	17	10	58·82	7	8,754 8 5	1250·64	14	7	50	7	2,674 2 2	382·01	22	19	86·36	3	3,721 9 8	1240·53
2. District Munsif's Court, Cannanore	61	44	72	17	1,479 0 0	87	54	33	61	21	2,704 0 0	128	40	13	32	27	2,651 0 0	98
3. District Munsif's Court, Tellicherry	210	161	76·6	49	3,937 4 9	80	201	164	81·09	37	6,546 4 10	176	141	117	82·97	24	1,639 7 9	68
4. District Munsif's Court, Taliparamba ..	83	71	85·54	12	1,038 1 10	86	96	87	90·62	9	564 6 4	62	129	112	86·82	17	601 10 6	35
5. District Munsif's Court, Badagarra	333	235	70	98	10,247 0 0	104	294	168	64	106	8,363 0 0	78	351	221	62	130	18,063 0 0	138
6. District Munsif's Court, Payyoli*	..	..	..	..	..	..	..	..	..	..	..	..	279	171	61·29	108	14,048 13 5	130
7. District Munsif's Court, Koilandy†	226	171	75·6	55	2,778 4 11	50	174	136	79·3	36	2,630 12 7	73	143	106	74·1	37	2,366 2 1	63
8. District Munsif's Court, Panur ..	325	226	69	99	10,243 0 2	103	267	190	71·2	101	8,480 7 2	83	232	161	69	71	6,275 7 0	88
Total ..	1,255	918	73·1	337	38,477 4 1	114	1,100	783		317	31,963 1 1	101	1,337	920	68·8	317	49,367 2 5	156
South Malabar.																		
9. Sub-Court, Calicut	4	2	50	2	4,246 6 3	2,123	3	3	100	..	..	..	6	2	40	3	2,776 2 0	925
10. ,, Palghat	7	5	71·4	2	9,286 14 9	4,643	3	1	33·3	2	1,050 4 8	525	4	1	..	..	..	..
11. ,, Cochin.	11	11	100	..	..	..	7	6	85·6	1	146 0 0	146	8	6	75	2	93 0 0	46
12. Principal District Munsif, Calicut.	138	90	65·25	48	5,836 8 6	121	161	103	63·97	58	5,543 0 2	95	176	133	75·56	43	5,617 0 0	130

* Established on 1st March 1892.

† Redemption suits are not included.

Statement showing the Eviction suits in North and South Malabar during the years 1890 to 1892—*cont.*

Name of Court.	1890.						1891.						1892.					
	1	2	3	4	5	6	1	2	3	4	5	6	1	2	3	4	5	6
	Number of evictions.	Number in which no compensation was awarded.	Percentage of columns 2 to 1.	Number in which compensation was awarded.	Total amount of compensation when given.	Proportion of columns 5 to 4.	Number of evictions.	Number in which no compensation was awarded.	Percentage of columns 2 to 1.	Number in which compensation was awarded.	Total amount of compensation when given.	Proportion of columns 5 to 4.	Number of evictions.	Number in which no compensation was awarded.	Percentage of columns 2 to 1.	Number in which compensation was awarded.	Total amount of compensation when given.	Proportion of columns 5 to 4.
South Malabar—cont.					Rs. A. P.						Rs. A. P.						Rs. A. P.	
13. Additional District Munsif, Calicut ..	114	54	47·36	60	7,071 0 0	118	158	71	44·93	87	9,632 0 0	111	121	46	38·01	75	7,515 0 0	100
14. District Munsif, Shernad ..	343	263	76	80	13,887 0 0	173	319	264	82	55	6,753 0 0	122	387	346	89	41	12,873 0 0	313
15. District Munsif, Ernad ..	246	205	83·3	41	7,792 10 6	190	218	183	83·9	35	20,230 3 5	578	296	253	85·4	43	12,465 14 11	289
16. District Munsif, Betutnad ..	401	348	86·7	53	26,206 10 2	494	331	249	75·2	82	15,522 3 3	189	355	289	81·4	66	11,877 12 4	179
17. District Munsif, Kutnad ..	278	237	85	41	7,232 0 0	176	328	279	85	49	11,285 0 0	230	310	273	88	37	5,786 0 0	156
18. District Munsif, Chavakkad ..	314	242	77·07	72	8,929 1 9	124	328	225	68·59	103	13,339 14 5	129	329	224	68·08	105	1,930 15 3	18
19. District Munsif, Angadipuram.	258	166	64·3	92	10,190 7 4	92	279	164	58·7	115	6,786 13 7	115	340	230	67·6	110	4,566 13 10	111
20. District Munsif, Nedunganad	271	225	83	46	16,550 0 0	360	320	287	87	41	30,722 0 0	749	353	279	84	54	36,697 0 0	680
21. District Munsif, Palghat ..	335	286	85	49	5,853 0 0	119	292	250	86	42	6,734 0 0	160	287	240	84	47	5,052 0 0	107
22. District Munsif, Temelprom ..	251	215	86	36	9,790 5 8	272	267	235	88	32	9,062 7 10	283	306	282	92	19	3,337 11 8	176
23. District Munsif, Vayittiri ..	1	1	100	..	..	..	..	8	100	..	..	..	5	5	100	..	..	..
24. District Munsif, Anjengo ..	..	..	..	..	..	..	..	2	100	..	..	..	..	..	..	..	..	..
Total ..	2,972	2,350	79·1	622	1,32,872 0 11	214	3,032	2,330	76·8	702	1,36,806 15 4	19·5	3,283	2,609	79·5	645	1,10,588 6 0	171
Grand Total ..	4,227	3,268	77	959	1,71,349 5 0	178	4,132	3,113	75	1,019	1,68,770 0 5	165	4,620	3,529	76·4	962	1,59,955 8 5	166

Resolution—Mis. No. 2588, dated 11th May 1894.

The Collector's report on the working of the Malabar Compensation for Tenants' Improvements Act I of 1887 will be submitted to Government with reference to paragraph 4 of G.O., No. 2530, dated 11th December 1891.

2. The report proves little beyond the facts that the number of eviction suits has enormously increased; that the tenants are dissatisfied with the amount of compensation awarded, while the janmis have been seeking, and are supposed to have found, a means of evading the Act; that there is no uniformity in the methods adopted by the Courts for determining the amount of compensation to be awarded, and that the percentage of cases in which compensation is granted has remained almost stationary at about 24 per cent. of the number of evictions.

3. In the opinion of the Board, proposals for the revision of the Malabar Act are not called for pending the passing of the draft Tenancy Bill into law; and questions affecting the relations between landlord and tenant are likely to arise during the progress of the settlement of the district now being undertaken, the decision on which it might be as well to await.

(True Copy and Extract.)

(Signed) L. M. WYNCH,
Secretary.

To the Secretary to Government, Revenue Department.

Mis. No. 2140.

Transferred to the Judicial Department.

With reference to paragraph 3 of the Board's Proceedings read above, the attention of the Judicial Department will be invited to section 3 of the Madras Tenancy Bill, from which it will be seen that the provisions of the proposed Act will not apply to the Malabar district until they are extended thereto by a notification.

OOTACAMUND,
31st May 1894.

(Signed) R. C. C. CARR,
Under Secy. to Govt.

To the Judicial Department.
" Board of Revenue (Land Revenue).

Order—No. 2374, Judicial, dated 1st October 1894.

In December 1889 the High Court forwarded for the sanction of Government under section 6 (2) of the Malabar Compensation for Tenants' Improvements Act, 1887, table showing the rates of compensation to be paid for trees and plants in six of the District Munsifis of North Malabar (Tellicherry, Cannanore, Kaváyi, Badagara, Painád and Nadapuram). The tables were referred to Mr. Winterbotham, the then Collector of Malabar, for remarks and he replied that the proposed rates were utterly inadequate. The Board of Revenue concurred but, after a further reference to the High Court, the Government sanctioned the proposed rates with the observation that the Act seemed to afford inadequate protection to the tenant, that further legislation would perhaps be necessary and that the Collector of Malabar should submit a report on the matter at the end of 1893 (G.O., No. 2530, Judicial, dated 11th December 1891).

The Collector's report and the remarks of the Board of Revenue thereon form the correspondence read in this Proceedings.

2. Madras Act I of 1887 may be said to have a twofold object, namely, first to secure to tenants the full market-value of their improvements, and secondly by doing so, to check the growing practice of eviction.

The extent to which this double object has been attained constitutes the first question for consideration.

It is impossible to say with certainty whether the Act has had the effect of securing the tenants the full value of their improvements because, although the sums received by tenants as compensation are known, there are no means of ascertaining the amounts to which they were entitled. It would, no doubt, be fair to assume that sudden increases in the number of cases in which compensation was paid and in the sums paid occurring in 1877 were due to the operation of the Act, but, unfortunately, no statistics for the years preceding 1887 are available and it is therefore impossible to say whether any such increases did take place in that year. The figures for the period subsequent to the passing of the Act present nothing which is instructive on this point. They merely show that, in 1887, compensation was awarded in 24·5 per cent. of the eviction cases and that the average sum awarded in each case amounted to Rs. 109, while, in 1892, the corresponding figures were 23·6 per cent. and Rs. 166, which last figure is lower than those reached in 1889 (Rs. 202) and 1890 (Rs. 178).

There are better grounds on which to base conclusions relative to the effect of the Act in checking evictions. Mr. Logan showed on page XXXVII of his Report, dated the 16th June 1882, that the average number of persons against whom decrees of eviction were passed annually was 1,891 in 1862—66, 3,483 in 1867—71, 6,286 in 1872—76 and 8,355 in 1877—80. Unfortunately no statistics are available for the period 1881—86 and the figures for 1887—92 do not admit of immediate comparison with those given by Mr. Logan because, whereas the latter indicate the number of *persons* against whom eviction was decreed, the former seem to refer to the number of *suits* in which eviction was ordered. But it is plain, assuming Mr. Bradley's figures for 1890—92 to refer to the same description of facts as the High Court's figures for 1887—89, that there has been no tendency towards a decrease in the number of evictions during 1887—92. Indeed the statistics indicate the reverse, as appears below:—

Year.	Number of suits in which eviction was decreed.
1887	2,819
1888	2,441
1889	2,627
1890	4,227
1891	4,132
1892	4,620

From this it seems to follow that the Act has failed to check evictions to the extent which was anticipated, although, for want of particulars, it is impossible to say whether it has not been to some degree effective.

Mr. Bradley's opinion that tenants are far better off than they were before the passing of the Act and that execution is in many cases not taken out on account of the magnitude of the compensation awarded goes to show that the new law has not been altogether inoperative and paragraph 5 of the Note on the administration of the Registration Department during 1893 contains evidence to a similar effect. On the other hand, it is observed that in paragraph 17 of his letter, dated the 6th June 1894, No. 514, on the subject of the recent Moplah outbreak, Mr. Bradley speaks of the Act as being practically of little use.

3. If it be granted, then, that the Act has not worked so effectively as was expected, it becomes necessary to investigate the causes of its partial failure.

The most obvious of these is that inadequate compensation is being awarded to the tenants. Mr. Winterbotham in his letter read in G.O., No. 2530, Judicial, dated 11th December 1891, expressed the opinion that the Act was being construed in the most illiberal spirit and that the *explanation* appended to section 6 enabled the courts to ignore the intention of the Legislature, which was to give the tenant the full market-value of his improvements.

So far as regards "fixtures and tillages" there are no means of ascertaining the accuracy of Mr. Winterbotham's criticisms, but it is highly probable that they are just, for Mr. Twigg, the Sub-Collector, in his letter read in the Proceedings of Government referred to above, expressed views which are entirely inconsistent with the intention of the Act and the High Court (I.L.R. XIII, Madras 454) appears to have made a ruling as to the manner in which compensation should be calculated in the *absence* of evidence as to the market-value of an improvement, although it was intended by the Legislature that the market-value should be ascertained in *every* case.

As regards "Plantations" there can be no doubt that the rates sanctioned in G.O., No. 2530, Judicial, dated 11th December 1891, do not represent the market-value, or anything like the market-value, of the trees specified in the tables. The reason why such inadequate rates were proposed is not, the Government thinks, far to seek. The principle of compensation for improvements was fully recognised long before Madras Act I of 1887 was passed, but, prior to the passing of that enactment, the rates of compensation for trees were fixed according to an ancient, arbitrary and, in most cases, utterly inadequate scale. This scale varied locally to a marked degree, but the principal distinction lay between North and South Malabar, the rates in the South being far higher than those prevalent in the North. Whether this distinction was attributable to the difference between the Kánam (mortgage with possession) of the North and the Kánam (lease) of the South, or whether it was due to the maintenance of the old customary rates in the North and to the gradual adoption of a more reasonable scale in the South, is not certain and is a matter of little moment. The important fact is that this distinction between North and South did, and does still, exist, for the statistics now before Government show that the average compensation awarded in the South is far higher than that given in the North, although the rates show a tendency to approximate. A striking instance of the strength of the ingrained idea that tenants in the North are not entitled to the full value of their improvements, is to be found in the case quoted by Mr. Bradley of a district mu[illegible]f who continues to award half the value of improvements as janmabhogam to the landlord; and it is to this idea that the Government is inclined to attribute the inadequacy of the rates of compensation for trees which were proposed by the District Munsifs of North Malabar and reluctantly accepted by Government.

Mr. Bradley suggests, as another reason for the partial failure of the Act, the impetus given to evictions by the fear lest Mr. Logan's proposals to give the tenant occupancy right should be acted upon. But it is doubtful if this can have had much effect, for no steps have been taken in this direction since the Committee on Malabar Land Tenures reported adversely on the subject so long ago as early in 1887.

It is also observed by Mr. Bradley that the custom of granting Mélkánams, or Mélcharths, prevents the Act from conferring its full benefits; and it is certainly probable that the grant of a Mélkánam often leads ultimately to the eviction of the Kánamkár or the enhancement of his rent.

Another cause of the want of success which has attended the working of the Act is the ease with which it is evaded. Mr. Bradley gives two instances of this. Section 6 declares that the amount of compensation shall be estimated with reference to any reduction or remission of rent or any other advantage given by the landlord to the tenant in consideration of the improvement. The landlords have therefore begun, it is stated, to make nominal increases to rents on renewal of Kánams and nominally to remit the amount of the increases in consideration of improvements to be effected, the result being that the compensation payable to tenants on the expiry of the renewed Kánams is or will be, reduced in consideration of the apparently favourable terms on which they held. This manœuvre is so easy, safe and effectual

that there seems some ground for Mr. Bradley's prediction that it will ultimately render the Act inoperative. Another mode of evasion brought to notice in the Collector's letter is that of allowing the tenant to retain his holding for a few years beyond the period of the Kánam and then persuading him to execute a lease in which the trees are entered as improvements made by the landlord. The Government does not fully understand the nature of this second method of evading the law, but it seems improbable that it is often adopted or is very effective.

4. The Government has expressed in the preceding portion of this Proceedings its opinion that Madras Act I of 1887 has not completely attained its object and has recited the probable causes for the partial failure of the law. The next question to be considered is, therefore, the expediency of undertaking further legislation.

It has been asserted again and again by persons thoroughly acquainted with the conditions of Malabar that the insecurity of the tenantry constitutes a serious menace to the peace and prosperity of the district; and the necessity for remedial measures was recognised when Act I of 1887 was passed. There can be little doubt that agrarian discontent combines with other causes to produce the frequent and disastrous outbreaks among the Moplahs. This statement is supported by the opinions of numerous competent observers; and, in view of the fact that Moplah outrages are almost confined to the great grain-producing taluks of Ernad and Walavanat, it is significant that Mr. Logan, in his capacity of Special Commissioner, arrived at the conclusion that grain-lands are held on shorter tenure and are probably more frequently rack-rented than garden-lands. Mr. Logan also adduced statistics to prove that, relatively, more Muhammadans than Hindus are sued for eviction. It would be useful to ascertain whether this is still the case; and the High Court will be requested to call on the District Judges to collect and submit statistics on the subject for the period during which Act I of 1887 has been in force. But however that may be, the connection between Moplah outbreaks and the discontent engendered by the precariousness of the land-tenure in Malabar seems sufficiently established; and there is no reason to suppose that this discontent is confined to the Muhammadan tenants, although it occasionally assumes among them a more violent form than it does among the Hindus. It was anticipated that the enactment of Act I of 1887 would check evictions to so great an extent as to secure to the tenants a reasonable degree of permanency in their holdings, but, as it seems to have failed to [illegible] the removal of those defects which prevent the Act from attaining its full measure of success appears to Government to be undoubtedly expedient.

5. The Board of Revenue has made no suggestions as to the form which legislation should take; on the contrary, it expresses the opinion that nothing need be done until the Tenancy Bill passes into law and that it would be well to defer taking any action until the completion of the new settlement. The Government is not inclined to accept the Board's policy of delay. The Tenancy Bill is not likely to become law for a long time; and when it does, and assuming it to be rendered applicable to Malabar, it will not, if it retains its present form, confer any particular benefits upon the tenant. As to deferring action until the conclusion of the settlement, the Government considers that such a course would be both unnecessary and dangerous. Unnecessary, because it is highly improbable that any additional evidence will be forthcoming on a matter so much debated as the relation between landlord and tenant in Malabar; and dangerous, because Mr. Bradley shows in paragraph 17 of his letter, dated the 6th June last, No. 514, regarding the recent Moplah disturbance, that the landlords are taking steps to ensure that all increase in assessment which may follow the new settlement shall fall upon the tenants. It seems, therefore, to Government that legislation should be undertaken without delay; and the first and most obvious step is to remove the existing hindrances to the free and full operation of Act I of 1887. On this subject the following remarks seem to be called for.

6. (1) In the first place it is essential that the Courts shall be left no room for mistake as to the intention of the Legislature to give to the tenant the full market-value of his improvements. In the Bill for the compensation of tenants as originally drafted this intention was clearly expressed, but it was altered at the suggestion of

the then Advocate-General in spite of the strenuous opposition of Mr. H. J. Stokes and Sir T. Madhava Row who foresaw that the wording proposed by the Advocate-General would obscure the main object of the enactment. Their prediction seems to have been verified and the Government inclines to the view that the following amendments should be made in the Act, viz. :—

(1) In section 3 (1) to insert the words "tree or plant" after the word "work";

(2) in section 5 (1) to substitute the words "as the full market-value of his improvements" for the words "for improvements";

(3) in the *explanation* to section 6 (1) to insert the words "among other" between the words "following" and "matters"; and

(4) to section 6 (1) to add a new clause running "in the case of trees and plants, the probable market-value of the same."

(2) A still more obviously necessary step is to cancel the tables of rates of compensation which were sanctioned in G.O., No. 2530, Judicial, dated 11th December 1891, and to substitute for them a scale of rates prepared on a uniform system and calculated on an adequate basis. The present tables probably do more harm than good; they in nowise represent the market-value of the trees and plants mentioned therein, as they profess to do, and the burden of proving the inadequacy of the rates is thrown upon the tenant, so that he would be better off if there were no tables of rates in existence. The present tables apply, too, to only six munsifs.

The High Court will accordingly be requested to consider the expediency of directing the District Judges of Malabar to prepare, in consultation with the Collector and at an early date, fresh tables showing for each munsif in the district the full market-value of the various trees and shrubs which are regarded as improvements. The Collector should consult the District Forest Officer before expressing an opinion on the rates proposed by the District Judges for timber-trees and firewood. In the preparation of the new tables, the Government considers that one very important matter to be borne in mind is that fruit-trees should be valued with reference to the length of time during which they may reasonably be expected to yield. That no such provision is made in the existing tables is a defect which should be remedied; and the Government is inclined to think that the value of a fruit-tree should be fixed at a sum equal to the present value of an annuity at 5 per cent. equal to the net value of its produce for the period during which it may be expected to bear. Five per cent. is suggested as it is believed to represent, approximately, the average return expected from agricultural investments. For the calculation of the values of fruit-trees on this basis two tables would be required; one showing, for each kind of fruit-tree, the average period during which a tree of every age up to, say, forty years may be expected to continue to yield fruit, and the probable net average annual value of the fruit yielded during that period, and the second giving the present value of an annuity of one rupee at 5 per cent. for from one to (say) forty years. The sum so fixed would probably exceed to a considerable extent the true market-value of the tree, because allowance has to be made for vicissitudes of season, fluctuations in prices, and risk of damage to the tree. It would not, therefore, be just to award to the tenant the full present value of the tree and perhaps the fairest method of division would be to allow him as compensation one-half of the present value, which moiety might be taken to roughly represent the market-value of his improvement. Of course it would be open to the parties to prove that the rate arrived at in this way was too high or too low, as the case might be, for tables prepared under section 6 (2) of the Act have only a presumptive force. This suggestion can be best illustrated by an example. In the table of rates for the Tellicherry munsif the compensation payable for an A'ttu veppu cocoanut tree of the first class, *i.e.*, producing more than 100 nuts, yearly is Rs. 3. Assuming that the yield is 100 nuts, that their value is Rs. 2-8-0, that the cost of maintaining the tree is 8 annas a year and that the tree bears for 40 years, then the value of the tree may be taken to be the present value of an annuity of Rs. 2 at 5 per cent. for 40 years, *i.e*, to Rs. 34-4-0. So that, under the arrangements suggested by Government, the tenant would receive compensation amounting to Rs. 17-2-0 instead of only Rs. 3. Thus the tenant's position would be materially improved, while it cannot be argued

that the compensation would be excessive in face of the fact quoted in paragraph 5 (3) of Mr. Winterbotham's letter read in G.O., No. 2530, Judicial, dated 11th December 1891, that in one instance Government was compelled in a land-acquisition case to pay to a janmi more than Rs. 100 for each cocoanut-palm, the trees being, too, of an inferior class.

(3) As observed above, landlords have found the way of evading the payment of compensation by entering fictitious rents in the leases given by them and then claiming the benefits of clause (*c*) of section 6 (1). It is, no doubt, the duty of the Courts to consider and decide whether a reduction of rent on account of improvements to be made is genuine or fictitious and, if it proves to be the latter, to refuse to admit the landlord's claim for a reduction of the amount awardable as compensation. But the Government does not feel certain that the scrutiny of the Courts is a sufficient safeguard to the tenant who would be gravely committed by his previous acceptance of the lease and two modes of preventing ruses of this character suggest themselves, viz., (i) to declare that nothing in clause (*c*) of section 6 (1) shall apply to leases made after a given date and (ii) to repeal clause (*c*) of section 6 (1) altogether.

It is more difficult to discern a method of checking the evasion of the law by permitting tenants to hold for a period beyond the term of their Kánams and then persuading them to execute leases in which the trees are entered as landlords' improvements but, possibly, protection might be afforded to the tenant by a provision empowering him to apply to the Collector to reduce his rent on the ground that he was by force or fraud induced to surrender his claim to improvements effected by himself. But, as observed in paragraph 3, the Government does not clearly understand the Collector's remarks on the subject and they must be explained.

There is another point in respect of which the working of Act I of 1887 has proved defective. In the previous correspondence relative to evictions in Malabar complaints as to the character and competency of the Commissioners appointed by the Courts to value improvements are common. The Courts have power to appoint Commissioners for this purpose under section 392 of the Civil Procedure Code and the Committee of 1884 proposed in paragraph 50 of its report to limit the discretion of the Courts by requiring them to appoint a public servant, a practising vakil or an official Commissioner to value improvements. In the statement of objects and reasons which accompanied the Bill which became Act I of 1887 it is observed that it was not considered expedient to adopt this suggestion but its reasons are assigned. Section 5 of the Act requires the Courts to associate assessors with themselves in accordance with rules to be made by Government and rules on this subject were approved in G.O., No. 902, Judicial, dated 16th April 1888. It appears, however, from the remarks on pages 20 and 21 of T. A. Rámákrishna Aiyar's Commentary on Act I of 1887 that the provisions of the law relative to the appointment of assessors have remained almost a dead letter; and this, it seems, is mainly due to the high rate of remuneration (Rs. 5 *per diem*) allowed to assessors under the rules.

To remedy this state of things, one or both of the following courses might be adopted, viz., (i) to reduce the daily allowance of the assessors; (ii) to frame rules under section 392 of the Civil Procedure Code with the object of restricting the Courts in their choice of Commissioners and thus raising their status. In fact, if further enquiry should show such a step to be necessary, the Government would be prepared to consider the possibility of going further and of bearing the cost of the appointment of official Commissioners; and would, in view of this necessity, be glad of information as to the number of official Commissioners who would probably be required and the cost of their employment.

7. The above suggestions relate to the removal of defects in Act I of 1887 and in the rules made thereunder, but there are other and most important questions which call for consideration in this connection—

(1) In the first place Mr. Bradley suggests that the practice of giving Mélkánams should be prohibited. The Government, however, considers it impossible to adopt this proposal. Mélkánams may be, and probably are, a fertile source of trouble and hardships to the tenants, but, as Mr. Wigram says on page 125 of his "Malabar Law and Custom", the right to mortgage the equity of redemption is

involved in the undisputed right to assign it absolutely and, as the Kánamkár has, on his part, full power to assign absolutely or sub-mortgage his holding, it appears to Government that it would be a violent and unjustifiable measure to withdraw the corresponding power enjoyed by the Janmi.

(2) The second point is of even greater importance.

It is admitted by all who are most conversant with the subject that one of the most serious disadvantages under which the tenant labours is the unrestricted power of the landlord in regard to the levy of renewal fees upon the termination of leases and there is abundant evidence to show that this power is frequently exercised in a most oppressive manner.

The Committee of 1884 proposed in paragraph 34 of its report to restrict renewal fees to a maximum of one year's net produce *minus* the land revenue. It was calculated that this arrangement would add 8⅓ per cent. to the rent. The second Committee which reported in February 1887 does not seem to have discussed this matter as a distinct question but it divided equally on a Bill which contained a clause restricting renewal fees to 20 per cent. of the Kánam amount and, in cases other than Kánam, to one year's net produce *minus* the land revenue. This Bill having been abandoned by the Committee on the ground that it was not supported by a majority, the question of restricting renewal fees dropped out of sight, but it may be mentioned in this connection that the Committee of 1884 showed excellent reasons why the maximum limit of renewal fees should not be fixed at a proportion of the Kánam amount. The Government is by no means satisfied that the proposals of the Committee of 1884 on this subject received the consideration which their importance demanded and is inclined to think that legislation in the interests of the tenant is desirable. It is possible that differences in the systems of North and South Malabar will necessitate different methods of fixing the maximum renewal fees and this is a matter which requires special consideration.

(3) Thirdly, it appears necessary to take measures to prevent the landlords from shifting on to the tenants the whole burden of the new assessment. On this subject further and full particulars are required. The best means of obtaining information on the point will probably be to make an examination of as many recent leases as possible. The Inspector-General of Registration will issue instructions to this effect to his subordinates and will, if possible, visit Malabar himself and arrange for the prompt conduct of their enquiries and the early submission of the results. The examination of such leases as are not registered in consequence of their exemption under the notification published on page 819 of the *Fort St. George Gazette*, dated 30th May 1871, will have to be conducted by Revenue officers and the Collector will take steps to have as many as possible inspected by Tahsildars and Deputy Tahsildars and will report the result without delay. If it is found that Mr. Bradley is correct, it will probably prove necessary to declare null and void by legislative enactment all leases containing clauses exempting the landlords from the payment of any portion of the additional assessment and, on the analogy of section 48 of the Bengal Tenancy Act, 1885, to fix by law some multiple of the Government assessment as the maximum rent which may be demanded from a tenant.

8. The important matters dealt with in the last preceding paragraph will probably have to form the subject of a separate Tenancy Bill for Malabar, but, pending the receipt of the information called in clause (3) of that paragraph, the Government is not in a proper position to deal with this question. The progress of the settlement of the district renders expedition desirable and the requisite information should be supplied by the Inspector-General of Registration and the Collector as soon as possible.

9. Regarding the views expressed in paragraph 6 and clauses (1) and (2) of paragraph 7 of this Order, the Government desires to be favoured with the opinions of the Honourable the Judges of the High Court, the Honourable the Advocate-General and the Board of Revenue at the earliest practicable opportunity. The High Court will also be requested to furnish Government with statistics of the number of evictions and the amount awarded in compensation to tenants during the period 1877—86 and during 1893, in view to comparison with the figures for 1887—92 and the Collector of Malabar will report whether Government is correct in its supposition that the figures

supplied by Mr. Bradley relate to suits and not to persons. The Resident in Travancore will also be requested to furnish a copy of the Janmi and Tenant Bill which is now before the Travancore Legislative Council for the information of Government.

(True Extract.)

(Signed) J. F. PRICE,
Chief Secretary.

To the Honourable the Chief Justice, with C.L.
" Revenue Department.
" Board of Revenue.
" Government Solicitor.
" Inspector-General of Registration.
" Resident in Travancore.
Copy to the District Magistrate of Malabar.

II.

From E. BARCLAY, Esq., Government Solicitor, Madras, to the Chief Secretary to Government, dated 14th November 1894, No. 549.

With reference to the order of Government, dated 1st October 1894, No. 2374, Judicial, I beg to forward, herewith, in original, the opinion of the Advocate-General on the subject of that order.

ENCLOSURE.

[Re *the compensation for Tenants' Improvements (Malabar) Act I of 1887 and the order of Government, dated the 1st October* 1894, *No.* 2374, *Judicial.*]

OPINION.

The suggested amendment of section 3 (1) seems to me to be unnecessary, as clauses (*h*) and (*i*) of sub-section (2) declare that the planting, protection and maintenance of fruit, timber and other useful trees and plants shall be presumed to be improvements within the meaning of the Act.

2. I think that the proposed amendment of section 5 (1) is most desirable as it emphasizes the object of the Act as declared in the title, and makes the intention of the legislature perfectly clear.

3. I do not think that the proposed amendment of the *explanation* to section 6 (1) is either necessary or desirable. I confess my inability, at this moment, to think of any matters other than those specified in section 6 (1) and in the proposed additional clause thereto which are likely to require consideration when the amount of compensation for improvements has to be ascertained. The words "among other" may lead to differences of opinion as to what may be taken into consideration leading to want of uniformity of practice.

4. The proposed addition to section 6 (1) is desirable.

5. Section 6 (1), clause (*c*), cannot be repealed altogether without inflicting injury upon those landlords who, relying thereon, have allowed their tenants reduction or remission of rent or some other advantage in consideration of the improvements made by them. There will be less risk of injury to landlords if the first of the two alternative suggestions be adopted, and it be declared that nothing in the clause shall apply to leases made after a given date.

6. I do not see how the legislature can completely protect the tenant from the effects of his own folly if he surrender his claim to improvements effected by himself. If tenants be empowered to apply to Collectors to reduce their rents on the ground that they have been forced or induced by fraud to make such a surrender, I fear that the Collectors' time will be taken up with inquiries regarding a large number of false applications and that landlords will be unnecessarily harassed.

7. The character of the Commissioners appointed to value improvements should be above suspicion and their competency beyond dispute. The services of such men cannot be secured without a high rate of remuneration. I think that it would be unwise to reduce the rate of remuneration unless it is clearly established that it is unnecessarily high.

8. I quite agree with Government that Mr. Bradley's suggestion with reference to melkanams ought not to be adopted, and for the reason set forth in paragraph 7 (1) of the order of Government.

9. With regard to the subject of renewal fees I think that, if legislative interference is necessary, the restriction proposed by the committee of 1884 in paragraph 34 of its report is a very reasonable proposal. I am not, however, prepared to endorse the opinion of Government

that legislation in the interests of the tenants upon the subject of restricting renewal fees is desirable. The amount of such fees is a matter which should, I think, be left to landlords and tenants to settle for themselves. All that the tenants can reasonably demand is the protection which the law already gives them and the compensation for improvements made by them which Madras Act I of 1887 gives them when they are ejected from their holdings.

Madras,
14th November 1894.

(Signed) J. H. SPRING-BRANSON,
Advocate-General.

III.

From H. W. FOSTER, Esq., Registrar of the High Court of Judicature, Appellate Side, Madras, to the Chief Secretary to Government, dated 27th November 1894, No. 3483.

With reference to G.O., No. 2374, Judicial (Confidential), dated the 1st ultimo, passing orders on certain questions connected with evictions in Malabar and requesting the opinion of the High Court regarding the views expressed in paragraph 6 and clauses (1) and (2) of paragraph 7 of the order, I am directed to forward a transcript of the minutes recorded by the Honourable Justices Sir T. Muthusámi Aiyar, Parker and Shephard and to state that any minutes that may be recorded by the Honourable the Chief Justice and Mr. Justice Best will be duly submitted.

2. The High Court has called on the District Judges of North and South Malabar to collect and submit the statistics required by the Government as to the relative numbers of Muhammadans and Hindus sued for eviction and as to the number of evictions and the amount awarded in compensation to tenants during the period 1877—86 and during 1893.

3. Regarding the Government's suggestion that steps should at once be taken to prepare new tables of compensation, I am to say that it seems to the High Court desirable to postpone the issue of final instructions on the subject until the questions raised in these minutes as to the principle on which the rates are to be computed are finally settled.

ENCLOSURE.

Minutes.

Justice Sir T. Muthusámi Aiyar.—The Government invites an expression of opinion on the proposals contained in paragraph 6 and in clauses (1) and (2) of paragraph 7 of its order.

2. The amendments of Madras Act I of 1887 suggested in paragraph 6 are intended to prevent the possibility of a mistake on the part of the courts as to the intention of the legislature, viz., that in all cases the outgoing tenant should, on eviction, be paid the full market-value of his improvements. That such is the intention of the legislature and that the object of the Act is to prevent evictions and to promote renewals is, as far as I can judge from the cases which have come up before me, generally understood by the Subordinate Courts; but there are some munsifs who entertain the notion that the janmi should also share in the value of improvements on account of the capital invested in the land and that a deduction should on that ground be made from the full market-value due as compensation. It is quite possible that some cases may have been decided by them under that erroneous notion and that the question may not have come under the consideration of the High Court. Though in a few cases the additional letting value imparted by the improvement, as compared with the amount actually spent by the tenant, may lend some support to this view that the land improved is of superior quality, yet the Act looks at the proximate cause of the improvement and awards the market-value as compensation to the tenant. The market-value mentioned in the Act appears to mean full market-value subject to deductions made with reference to the provisions of section 6. Hence the amendments suggested in paragraph 6 are likely to remove any misapprehension on the subject and I see no objection to their being adopted on that ground; but I do not think they go far enough. I would go a step further and add an illustration in which the land yields a very remunerative return for the tenant's outlay and the janmi contends that a part of the additional value imparted by the improvements is due to the quality of the land, and say that the outlay by the tenants is the proximate cause of the improvement and that on that ground he is entitled, under the Act if evicted, to the full market-value of the improvements without any deduction whatsoever on account of the quality of the land.

3. In working the Act, the main difficulty that has been felt arises from the absence of a rule as to what the market-value may be presumed to be when neither party adduces evidence in proof of it The *onus* of proving the market-value is, of course, on the tenant and he is often illiterate and fails to prove the market-value or put the proper material before the court to enable it to come to a finding in regard to it. It is, of course, the janmi's interest to understate the market-value. In order to prevent failure of justice in this class of cases, it seems to me

that the legislature may suggest a *primâ facie* measure of the market-value and leave it to be rebutted by positive evidence. The increment to the annual value imparted by the improvements and the average percentage of return from agricultural investments in the locality where the land is situated or in its neighbourhood may be referred to as indicating a *primâ facie* measure. Both these may be easily ascertained and the market-value may be taken in the absence of evidence to the contrary to be that sum which would produce the increment to the annual value at the percentage of average return from agricultural investments in the locality wherein the land in suit is situated. As this percentage may vary from place to place, I do not propose any fixed or uniform multiple.

4. As for the suggestion that fresh table showing in each munsif the full market-value of trees and shrubs which are regarded as improvements should be prepared, I see no objection to necessary directions being given to the District Judges of Malabar. However, it must be borne in mind that the table is only *primâ facie* evidence and that the tenant is not precluded by the Act, as it stands at present, from proving the real rate that ought to be paid to him.

5. No case has yet come to my notice in which it was pleaded that the landlord entered a fictitious rent and then claimed the benefit of clause (*b*) of section 6 (1). If the alleged practice prevails to any appreciable extent, it will certainly be brought to the notice of the courts in eviction suits. As it amounts to fraud, the courts will be bound to inquire into it and to protect the tenant against such fraud. The previous acceptance of the lease would no doubt shift the *onus* of proof on to the tenant, but I have no *data* before me upon which I can say that judicial scrutiny would fail to afford adequate protection. I do not therefore think it necessary to repeal section 6 (1) and to deprive all janmis of the benefit of section 6 (1), because some attempt to practise fraud.

6. As regards section 5 of the Act and the work of the Commissioners, I consider it desirable to encourage the appointment of assessors and to raise the status of the Commissioners. The special attention of the District Judges should be called to these matters and they should be requested to suggest the best mode of securing both objects. A great deal may be done by the District Judges watching the proceedings of the Subordinate courts on both points and exercising a careful supervision.

7. I am also of opinion that Mr. Bradley's suggestion that the right of granting a melkanam or a melchart should be taken away from the janmi is too radical or violent to be adopted. It would be a highly injudicious interference with the janmi's right of property. It is no doubt very desirable to fix a maximum, if practicable, to renewal fees as proposed by the Committee of 1884; but the amendment of the Act in this respect is attended with great difficulty. Janmis who levy excessive annual fees may evade the law by refusing to renew at all unless extra fee is clandestinely paid them. It would therefore become necessary to declare the tenant to be entitled to a renewal on payment of the maximum renewal fee; but such a step would have the effect of converting a kanam which is in the nature of a mortgage and lease for twelve years into a perpetual kanam and thereby involve interference with the janmi's right of property. I do not consider it practicable to fix the renewal fee by statute instead of leaving it to be regulated in the customary way.

Mr. Justice Parker.—The opinion of the High Court is asked regarding the views expressed in paragraph 6 and clauses (1) and (2) of paragraph 7 of the Government Order of the 1st of October 1894, No. 2374, Judicial, and I will deal with them in the order in which Government has considered them.

In paragraph 6, clause (1), the Government suggests four amendments to be made in Madras Act I of 1887. Of these, the first and the third are merely verbal and quite unobjectionable, though, as a matter of fact, the insertion of the words "tree or plant" in section 3, clause (1), is unnecessary, since these are already declared improvements in clause (2), paragraphs (*h*) and (*i*), of the same section.

The second and the fourth amendments may be considered together. The Government states that the words "for improvements" were inserted on the advice of the Advocate-General in opposition to the views of Mr. H. J. Stokes and the late Sir Madhava Rao and implies that the language suggested by the last-named gentleman was more suitable. In my opinion the language of the Advocate-General was correct. The Act, in section 3, defines what an improvement is; in section 6 it declares on what principle its value shall be estimated and in section 5 it provides that, when an order for ejectment is made, the court shall determine the amount due to the tenants for improvements and make the order for ejectment conditional on the payment of that amount. The proposal to insert in section 5 a second definition of the principle on which the compensation is to be estimated is very unscientific legislation. If the provision be inserted at all, it should come in section 6.

But the expression "full market-value of his improvements" appears to me peculiarly infelicitous and inaccurate. I do not understand what can be the market-value of a fruit tree apart from the soil on which it grows. The tenant is clearly not entitled to be compensated for the soil and the landlord has clearly some share in the tree. The maximum of law is "*Quicquid plantatur solo solo cedit.*" The proposal of the Government to capitalize the value of the annual yield of trees and give the *whole* value to the tenant practically assumes that the tenant has the right to the use of the soil on which the tree stands for the *whole* period of the life of the tree and that if the soil is taken from him he has a right to be compensated. This is manifestly incorrect. The tenant is only entitled to

the use of the soil for the period of his lease and no longer. Taking the average life of a tree to be forty years, the effect of the Government proposal would be to give to a tenant, who had taken up a paramba for planting trees on a twelve years' lease, either a lease for forty years or its equivalent in money, and, if the tenant continued to plant, the janmi could never recover his own land except upon paying its full price in the market. This is confiscation in all but name. It appears to me that what the tenant is really entitled to is not the market-value of the trees for the trees have no value apart from the land, nor is it the value of the *land and trees* for the tenant is not entitled to the land, but it is the amount by which the value of the paramba has been increased by the trees planted therein. This is the same thing as the cost of putting the paramba into that condition with fair remuneration for the labour and capital expended. The principle laid down in I.L.R., XIII Mad., 454, appears to me to be correct.

I may here point out the curious way in which section 6 of the Madras Act I of 1887 has been worded. Clause (1) sets up three standards for awarding compensation for an improvement:

(1) the amount by which the value of the holding is increased;
(2) the amount by which the produce of the holding is increased; and
(3) the amount by which the value of the produce is increased;

and it is not laid down which standard is to be adopted in any given case.

By way of testing the correctness of the principle by which Government proposes to estimate the value of an improvement executed by the tenant by calculating it on probable future *produce* to be derived from the holding, I would ask what the effect would be if applied to *crops* instead of *trees*. Take the case of land prepared for irrigation and land converted from one crop into two-crop land—section 3, clause (2) (*d*) and (*e*). In the first case the compensation to be paid to the tenant would be the capitalized value of the whole crop for ever and in the second case the capitalized value of the whole future second crop for ever. Can it be seriously contended that this mode of calculation is correct?

I observe that even now,—before this new principle has been adopted,—Mr Bradley reports that in some cases the amount given as compensation exceeds the janmam value of the land and that very often execution is not taken out owing to the amount that has to be paid as compensation. In such cases occupancy rights have practically been conferred on the tenants without compensation to the landlord.

The Government adduces as a justification for the adoption of this new principle the fact that in *one* instance Government was compelled in a land acquisition case to pay to a janmi more than Rs. 100 for each cocoanut palm. I presume that this is the case instanced in Mr. Winterbotham's letter, recorded in G.O., of 11th December 1891, No. 2530, Judicial, regarding the land taken up for the Payyóli bungalow and the amount certainly appears to be large; but it is unfair to argue from a single case, and there is always a tendency on the part of assessors to award more than a fair compensation against the Government, and in reality the case is *not in point at all*. It was not a case of compensation awarded to a *tenant* for trees planted upon land not his own, but compensation paid to a *landlord* for trees growing in land in which he had a permanent interest. In such a case the probable future life and produce of the trees might fairly be taken into account in estimating the market-value of the whole property.

With regard to the suggestion that fresh tables of rates should be prepared, I see no particular advantage in such a step. The present tables have been in force for less than three years, and, as pointed out in paragraph 4 of this court's letter of the 14th October 1891, No 2478, they were introduced after being widely published and not a single objection of any moment was raised to them, Mr. Winterbotham standing alone among the local officers in his objections. I am inclined, however, to think that Government overrates the importance of these tables. They have only a presumptive force, and I observe that in South Malabar where there are *no* sanctioned tables, the rates awarded are higher than in North Malabar where tables are prepared for six munsifs. I may point out, with reference to paragraph 5 of the High Court's letter above quoted, that the Government has never responded to the request to furnish the Court with any grounds for altering the rates, but it now proposes to revise the tables on a principle which seems entirely erroneous.

Passing to clause (3), paragraph 6, of the Government Order under reply, in which it is stated that landlords have found a way to evade payment of compensation by entering fictitious rents in their leases and then claiming the benefits of clause (*c*) of section 6 (1), I observe that the Government does not state the evidence on which this assertion is made, and from the instructions given later on to the Inspector-General of Registration and to the Collector of Malabar, I gather that Government is not at present in possession of full information on the subject. I am not aware that any such instances have as yet come before the courts, but the proposal to repeal clause (*c*) of section 6 (1) is one that it would be difficult to justify either on grounds of fairness or of political expediency. To enact that the landlord, who has supplied the whole capital to carry out works of improvement or has remitted rent for a term of years in consideration of the tenant supplying both labour and capital, *shall not be entitled* to have such facts taken into consideration in estimating the value of the improvements *for which he has to pay* would be confiscation if the legislation were made retrospective, while if it only applied to future leases it would effectually destroy harmony and co-operation between landlord and tenant.

Again I see no advantage in enabling the tenant to apply *to the Collector* to reduce his rent on the ground that he has been by "force or fraud" induced to surrender his claim for improvements. I presume that a tenant would be obliged to prove "force or fraud" by legal evidence in the usual way and that, if he failed to prove his allegations, his claim to reduction of rent must be dismissed; but the regularly-constituted courts of the country will set aside a contract obtained by force or fraud, and I see no advantage in transferring such suits to a revenue officer. Indeed the danger in Malabar seems to be that executive officers are looked upon as in some sense hostile to the janmis and the history of the district since 1827, reviewed in I.L.R., XIII Mad., 89, shows a constantly-growing tendency on the part of the executive officers to interfere with the legal rights of the janmis. I do not doubt that the Collector would endeavour to act impartially, but it is the first requisite of a judicial decision that it should be regarded as free from bias and on this ground I think the decision of these disputes had better be left to the ordinary courts.

I see no reason for reducing the daily allowance of assessors, and I think Rs. 5 *per diem* is probably no more than sufficient; but there would be an obvious risk in putting the remuneration too low. I think it is only fair that Government should bear the cost of official Commissioners. They are practically part of the court, and, if unanimous, may overrule the Judge (see rule 11).

Passing to the suggestions in paragraph 7, I agree with the Government that it would be a violent and unjustifiable interference with proprietary rights to prohibit mélkánams. I doubt if it be advisable to attempt to fix maximum renewal fees by legislation. Legislation might prevent more than a certain sum being mentioned in a written contract, but it would not prevent more being actually paid, nor would it prevent an equivalent in the shape of an increase of rent. There would be so many ways of evading the Act that I do not think the attempt would be efficacious, and on the general grounds of principle it is not advisable for the State to interfere more than is necessary with the freedom of contract.

Upon the whole, therefore, I am of opinion that no legislation is at present desirable, and for the reasons stated above I should deprecate any such exceptional legislation as that suggested. I take it that these proposals have their origin in the desire of Government to remove the real or fancied grievances of the agricultural Moplahs in Malabar. Legislation of a similar character was proposed in 1888 and a Bill was drafted, in which it was proposed to give the Collector discretionary power to give janmis' waste lands to tenants on 15-acre allotments with occupancy rights notwithstanding the objections of the landlord. That Bill was subsequently dropped. I cannot but adhere to the principles on which my objections to that measure were based. The right of the landlord to eviet on making fair compensation for improvements done by the tenant must be respected by the law as long as private property in land exists. I fully admit that for reasons of paramount State policy, it may be necessary to deprive an individual of his rights, but I cannot think it right for the State so to legislate that an individual is deprived of his property without compensation, for whatever is given by legislation to the tenant over and above just compensation for the improvements made by him is a present by the State to the tenant at the expense of the landlord. I still think that, if there exists a paramount political necessity to establish occupancy rights in Malabar, the State should acquire a janmi's title under the Land Acquisition Act and that it is not fair to legislate the proprietor out of his rights under the guise of making him pay compensation for improvements. It is for the Government to decide whether such necessity exists; but, with regard to the supposed connection of Moplah outbreaks with agrarian grievances, I would only point out that the Moplah outrages are almost confined to the great grain-producing taluks of Ernad and Walavanad and that by far the largest sums demanded for improvements in Malabar are for the planting of trees. It would seem to follow that in these two taluks there are fewer claims for improvements than elsewhere and therefore less reason for grievances under the working of Madras Act I of 1887 tending to disturbance and outrage.

Mr. Justice Shephard.—I do not think that sufficient reason has been shown for amending the Act on the ground of ambiguity, and the amendments proposed with reference to the 3rd, 5th and 6th sections are in my opinion open to serious objections. The only reported case appears to be that reported in XIII Mad., 454. The language of the judgment is, in some parts, not very clear (see especially page 463), but, if I understand it aright, it really only decides two points. The court held that the Subordinate Judge was wrong in the method of estimating the compensation by capitalizing the enhanced produce at so many years' purchase and was also wrong in excluding from consideration the length of the period during which the tenant had enjoyed the increased produce. The latter point is one which I should like to hear argued; otherwise the judgment is a mere exposition of the provisions of the Act. It does not, as far as I can see, indicate the necessity for any amendment.

I would point out that in this case the parties (and probably the court) had from the first failed to appreciate the real nature of the question. Even when a second opportunity was given, there was no evidence to show what was the market-value of the holding and what addition it had received by reason of the improvement. It may be said therefore that the appeal was due rather to the want of requisite evidence than to any difficulty in understanding the Act. I do not know whether such absence of evidence is a common occurrence. Probably it is not uncommon and the fact may be largely accounted for by the difficulty of obtaining independent and skilled evidence. The remedy for this lies in restricting as much as possible the discretion of the Commissioner who, in fact, takes the place of the expert witness.

The term "improvement" is generally used in the Act to denote an act done and in the 3rd section it is used in no other sense. The execution of a work being called an improvement, it would be incongruous to use that term in the same sentence to denote the product of work done; nor is any additional mention of trees required in the section. I presume that it is not suggested that the tenant should receive compensation in respect of trees spontaneously grown upon which he has expended no money or care. That, however, would apparently be the result of the proposed amendment taken with the clause which it is proposed to add to section 6.

2. In my opinion, a reference to the market-value of improvements is not required either in section 5 or in section 6. The essential characteristic of an improvement is that it enhances the value of the holding. Sections 4 and 6 are framed accordingly. It is the enhanced value of the holding, not the value of the improvement, whether it consists of a house or a plantation, that has to be considered. In my opinion, it would not be in accordance with the scheme of the Act to treat improvements as capable of being valued apart from the holding benefited by them. Moreover, I think that especially since the judgment in XIII Mad., it is sufficiently clear that the compensation is to represent the full-enhanced value of the holding. The law would be no clearer if the expression "letting value" or "selling value" or "market-value" were used instead of "value" in section 6.

3. With regard to the proposed amendment of the explanation to section 6 (1), I must say, I think, it is hardly necessary and may mislead the courts. Apparently the learned Judges, who delivered the judgment in the case in XIII Mad., thought that the section should be read as if it contained the words now proposed.

4. If, as appears to be the case, the tables of rates for North Malabar are inadequate, there should be a fresh inquiry in the matter and fresh tables should be drawn up. In my opinion, this is a matter of the greatest importance and it is by formulating clear rules for the guidance of Commissioners that the object in view can best be attained. Having regard to the difficulty of obtaining independent evidence or (which is the same thing) independent and competent Commissioners, I am disposed to agree with the Commission of 1882 in thinking that it may be better to limit the discretion of Commissioners as much as possible (see pages 35 and 138 of the printed correspondence regarding Malabar Land Tenures, 1880—85). I should like to know what instructions are now given to Commissioners when they are sent out to value improvements in cases to which no tables of rates are applicable. I am told that the district munsifs have their own scales of rate by which they are guided. This is not a desirable state of things, for as long as each Judge is at liberty to frame or alter his table of rates according to his own ideas there can be no certainty or uniformity in the assessment of compensation. The importance to all parties concerned of being able to tell beforehand what compensation will be allowed is obvious. It might be worth while to reconsider the proposals made by the Commission of 1882 (see page 138 of the volume mentioned above), but I observe that the rate mentioned by them is much lower than what the Government deems to be a fair rate. It is rather a question for local experts whether in the result the formula suggested by the Government would be a fair one. It appears to me, however, that it does not make sufficient allowance for the fact that cocoanut trees vary greatly in the duration of their life and in the time which elapses before they come to maturity. Gardens ought, I should say, to be classfied with reference to the soil and other conditions favourable or unfavourable to cultivation. Again I think the janmis may well object to paying more to the outgoing tenant than they can recover from the incoming tenant, and the latter could not pay anything like Rs. 2 per tree. The sum which the janmi ought to pay should not exceed the difference between rent payable for the land without the trees and the land with the trees capitalized at (say) ten years' purchase.

5. In the remarks made in the 3rd clause of the 6th paragraph, it is apparently assumed that a Collector is a better official to deal with complaints of fraud or collusion than a District Munsif. This assumption is in my opinion unfounded. In reality it would not be the Collector himself, but one of his subordinates who would adjudicate on such matters, and I think that a Malabar District Munsif would compare favourably even with a Collector in arriving at the right conclusion. In dealing with charges of fraud, there ought to be no departure from the rule requiring strict proof. Charges of that nature are not fit to be treated in an informal way like matters of account are disposed of by an arbitrator. It would be most mischievous to encourage the idea that tenants may escape from their bargains by proof of facts which would not satisfy a civil court.

6. I cannot think that it would be either just or expedient to repeal clause (*c*) of the explanation to section 6. The proposal is hardly consistent with the proposed amendment of the explanation itself. The latter amendment would have the effect of inviting the courts to take into consideration other circumstances and matters than those mentioned. The repeal of clause (*c*) would amount to a direction that the particular matter therein mentioned should not be considered. If the court is to take into consideration the fact that by long enjoyment the tenant has in a measure been paid for his improvement, *a fortiori* regard ought to be had to the fact that the landlord has paid for it in advance by giving his tenant better terms. The immediate effect of the amendment must, I apprehend, be to deter janmis from contributing towards, or in any way aiding, improvements effected by their tenants. If legislation of this sort

based on the assumption that tenants in Malabar require greater protection than what is afforded by the general law and are not in a position to contract freely with their landlords is required, it will, I think, be necessary to go much further and frame some special law for them such as is provided for other tenants by Act VIII of 1865.

7. The reasons for not adopting the suggestion of the Committee of 1884 with regard to the qualification for Commissioners are probably to be found in Sir Charles Turner's minute (see paragraph 72). I see no necessity for special legislation. If there is any failure of justice it is due, in part, to the ignorance of the parties and their pleaders and largely to the difficulty of obtaining honest and skilled valuers. In my opinion the best way of meeting the difficulty is, at any rate, in the case of plantations, to formulate as far as possible rules to be observed in calculating values.

8. With regard to the first of the three propositions considered in the 7th paragraph of the order, I am clearly of opinion that it would be as inexpedient as it would be vain to attempt any prohibition of mélkánams.

The second proposition was abandoned by the Commission which reported in 1887 for reasons which are also stated in Sir Charles Turner's minute (see paragraph 47). Here again I would say that partial measures of protection can avail nothing. If the tenant cannot contract freely with regard to renewal fees, he must equally need protection with regard to the rent, and on the other hand the janmi, if baulked in his demand for renewal fees, will take his revenge in exacting a higher rent.

9. In conclusion I would venture to remind the Government of the proposal made by Sir T. Madhava Row's commission and adopted by the Committee that reported in 1887. It is embodied in a draft Bill (appendix D, page 19, of the Committee's Report, 1887). Assuming that the cultivating classes require special legislation, I can conceive no better way of helping them than by giving them access to new fields for cultivation. The measure has the merit of involving a minimum of interference with the rights of ownership.

IV.

From the Hon'ble S. SRINIVASA RAGHAVAIYANGAR, B.A., C.I.E., Diwan Bahadur, Inspector-General of Registration, to the Chief Secretary to Government, dated Madras, 8th January 1895, G. No. 32.

Referring to clause (3) of paragraph 7 of G.O., dated 1st October 1894, No. 2374, Judicial (Confidential), I have the honour to report that, in compliance with the instructions therein contained, I issued orders for all the entries of documents relating to mortgages *with possession* and leases registered in the districts of Calicut and Tellicherry during the calendar year 1894 just closed being examined, in view to ascertaining in how many cases the documents contain express stipulations regarding the payment of any increased assessment which may be imposed on the lands when the revised revenue settlement now in progress is introduced. The results of the examination made are shown in the enclosed abstract statement. From this it will be seen that, out of 51,653 documents examined in the two districts, in 5,345 (or 10·3 per cent.) cases the tenants agree to bear the entire burden of the increased assessment when it is imposed, and that in 300 cases the tenants agree to pay increased rent to the landlord when the assessment is revised. These cases are most numerous in South Malabar and the southern portion of North Malabar, apparently because settlement operations are now in active progress in these tracts of country. I think that the figures show that, when the new settlement is introduced, the burden of the increased assessment will in the vast majority of cases fall on the tenant. In this connection, it should be remembered that the total number of documents examined include a large number of leases and mortgages with possession for short periods often not exceeding a year, and in such cases there would be no necessity for inserting any stipulations regarding the payment of increased assessment.

2. I have detained in my office the original statements received from the sub-registrars and which are very bulky. I shall submit them to Government if required.

3. I propose to proceed to Malabar in the latter part of the current month on a tour of inspection, and, if in the course of my inspection of the records of the several offices, any facts bearing on the question under consideration are elicited, I shall bring them to the notice of Government.

ENCLOSURE.

STATEMENT showing the total number of leases and mortgages with possession registered in the districts of Calicut and Tellicherry during 1894 and the number of cases in which the tenant agrees to bear the entire burden of the increased assessment when it is imposed.

Sub-districts.	Total number of leases and mortgages examined.	Number of documents in which there is an express stipulation that the tenant is to pay the increased assessment imposed under the new settlement.	Number of documents in which there is an express stipulation that the tenant is to pay increased rent if the assessment is increased.	Number of documents in which there is a stipulation that the landlord is to pay the increased assessment.	Remarks.
1	2	3	4	5	6
Calicut District.					
Registrar's office—					
Calicut	711	171	..	..	
Sub-Registrar's office—					
Álattúr	939	226	..	1	
Andathode	880	255	..	1	
Anjengo	18	..	..	..	
Chávakkát	1,293	237	..	..	
Cherpalcheri ..	1,570	314	..	..	
Chevayúr	1,192	89	..	..	In some cases the tenant agrees to pay survey and settlement expenses.
Cochin	53	..	..	..	
Koduvayur	604	116	..	..	
Kondótti	1,550	228	..	..	
Kulalamannam ..	799	158	..	12	
Kuttippuram	1,933	166	..	9	
Málappuram	1,416	231	..	..	In many cases the tenant agrees to pay the survey and settlement expenses.
Manjéri	982	97	..	1	
Mankara	1,273	229	..	..	In thirteen cases a deduction in rent is allowed on the kanom or mortgage amount for interest and for the present and future additional assessment paid by tenant.
Mannárakkát	1,373	200	..	..	
Palghat	1,142	131	..	2	
Panniankarai	1,418	16	..	..	
Perindalamanna ..	1,677	112	..	2	Out of 112 cases in several there is a condition to the effect that the tenant, on default to pay increased assessment, should make good the loss to the landlord and surrender the land at once.
	*20,752	2,976			
Ponnáni	1,527	119	1	2	
Tambrachéri	1,209	123	..	..	
Tangasséri	11	..	..	..	
Tanur	1,355	30	..	..	
Tirtala	1,488	124	..	..	
Tirúrannáti	1,489	254	..	..	
Tripriar	1,473	49	..	1	
Vayittiri	188	4	..	..	
Vettattupudiyannáti ..	1,352	103	..	1	In three cases the rent is to be revised after a period before the full term of the lease expires.
Wandur	536	45	..	..	
	†31,369	‡ 3,827			
Tellicherry District.					
Registrar's office—					
Tellicherry	860	62	19	16	
Sub-Registrar's office—					
Anjerkandi	1,294	..	..	..	In some cases the rent is to be revised after a few years before the full term of the lease expires.
Badagara	1,314	3	169	2	In one case the tenant and landlord are to pay the increased assessment equally and in five cases the rent is to be revised after a certain period before the full term of the lease expires.
Cannanore	1,856	1	..	..	In some cases the rent is liable to revision after a period of years and before the full term of the lease expires.
Irkkúr	831	126	15	..	
Kúttaparamba ..	1,360	56	2	..	In some cases the rent is to be revised after a period before the full term of the lease expires.
Kuttiyáti	962	177	..	..	In one case rent is to be increased after six years.
Manantoddy ..	226	4	..	..	In six cases the rent is fixed at different rates for different years.

* Omitting Anjengo and Cochin. † Omitting Tangasséri.
‡ *I.e.*, 12·2 per cent. of the total of South Malabar, including the Wynaad.

Statement showing the total number of leases and mortgages with possession registered in the districts of Calicut and Tellicherry during 1894 and the number of cases in which the tenant agrees to bear the entire burden of the increased assessment when it is imposed—*cont.*

Sub-districts.	Total number of leases and mortgages examined.	Number of documents in which there is an express stipulation that the tenant is to pay the increased assessment imposed under the new settlement.	Number of documents in which there is an express stipulation that the tenant is to pay increased rent if the assessment is increased.	Number of documents in which there is a stipulation that the landlord is to pay the increased assessment.	Remarks.
1	2	3	4	5	6
Tellicherry District —cont.					
Nádápuram	1,078	93	2	..	In eleven cases the rent is fixed for a period, but is liable to be increased after that.
Natuvanur	1,133	236	1	..	
Panur	1,452	82	60	3	In fourteen cases the rent is to be revised after a period. In document No. 3214 the tenant is bound not to claim compensation for other than four kinds of improvements and in document No. 2088 the tenent binds himself not to claim value of any improvements.
Payengati	2,006	..	..	..	In many cases the rent is liable to revision before the full term of the lease expires.
Payyóli	1,367	178	4	..	
Ponneri	1,673	224	27	4	In two cases the increased assessment is to be paid equally by the landlord and tenant and in one case the rent is to be revised after four years.
Quilandi	1,554	242	..	..	
Taliparamba ..	1,236	34	..	4	In documents Nos. 2585 and 1906 the tenant agrees to pay double the assessment when it is fixed and in some cases the rent is liable to revision before the full term expires.
Total ..	51,653	5,345	300	61	

V.

From H. W. FOSTER, Esq., Registrar of the High Court of Judicature, Appellate Side, to the Chief Secretary to Government, dated Madras, 26th February 1895, No. 521.

With reference to your letter, dated the 6th instant, R. No. 149, Judicial, I am directed to forward a transcript of the minute recorded by the Hon'ble Mr. Justice Best and to state that the Honourable the Chief Justice has no remarks to make on the subject.

2. Reminders have been sent impressing upon the District Judges of North and South Malabar the necessity of tabulating and submitting the required information regarding evictions as soon as possible, but the work will involve much laborious examination of records and must necessarily take some time.

ENCLOSURE.

Minute.

Mr. Justice Best.—I entirely concur in the minute recorded by Mr. Justice Parker and have only to add a suggestion that clause (1) of section 6 be amended by omitting the words "or the produce" and "or the value of that produce". Increased produce must, no doubt, be taken into consideration as a component part of the increased value resulting from the improvement, but it is only to that extent that it should be considered. As the section now stands, it seems to imply that increased *produce* is to be considered as something quite distinct and apart from the increased *value* resulting from the improvement. The section would, I think, be more intelligible if amended as suggested above

VI.

Note by H. M. WINTERBOTHAM, ESQ., *on G.O., 1st October 1894, No. 2374.*

In my opinion the most important of the amendments suggested in paragraph 6 (1) of the Government Order is the declaration that the tenant should receive "the full market-value of his improvements."

What is the meaning of "market-value" and how is this value to be determined?

2. In the heading to the preamble, Madras Act I of 1887 is called "an Act to secure to the tenants in the Malabar district the market-value of their improvements," but in the Act itself the use of the term "market-value" has been carefully avoided.

The report of the debates of the Committee shows that the preamble, first agreed to, ran as follows:—

"Whereas it is expedient to secure to the tenants in the Malabar district the full market-value of their improvements" (page 27).

Subsequently the word "full" was struck out (page 28), and ultimately the term "market-value" also disappears.

If it is to be re-introduced into the Act it appears essential that the term should be defined.

3. The improvements are inseparable from the land on which they are effected, and, as no one but the landlord can deal with the land after the latter has obtained a decree for eviction, the improvements cannot, in fact, be placed in the market except by him.

At first sight it would seem clear that the full market-value of the improvements can only mean the additional price which the landlord could obtain for the property, by reason of the improvements, if the property were offered for sale.

The High Court enunciates the view that "the cost of the improvement, or the amount for which the landlord himself could have brought about the improvement, is the only measure of compensation which it would be fair to adopt unless and until the actual market-value is proved" (paragraph 3 of High Court's letter in G.O., 11th December 1891, No. 2530, Judicial).

In the case in which the High Court arrived at this conclusion (I.L.R., XIII Mad., 454) it was proved that an outlay of Rs. 338 had permanently added Rs. 100 a year to the value of the holding.

The High Court held that the finding that the improvement added Rs. 100 a year to the *letting** value of the holding furnished no ground from which the market-value of the improvement could be calculated.

* The Sub-Judge finds—
"The higher rent which the landlord may be enabled to demand and obtain from the incoming tenants is Rs. 100 per annum."

Before an amendment of the law is attempted, it appears essential that an understanding should be arrived at as to how the legislature intends that the tenant's compensation should be computed in such a case as the High Court then had before it.

Granting that a tenant by spending Rs. 300 in labour enables his landlord, at the expiration of the tenancy, to obtain in perpetuity an enhanced rent of Rs. 100 per annum, to what compensation is the evicted tenant entitled?

The fact seems to be either that the proposition that a tenant is entitled to the full market-value of his improvements is not admitted, or that the expression "full market-value" requires interpretation, as not having the meaning which the words would seem to convey.

4. The experienced Sub-Judge, whose judgment formed the subject of the High Court's ruling above referred to, was of opinion that the only way to arrive at the amount due to the evicted tenant is to capitalize the enhanced produce of the land at so many years' purchase.

Taking twenty years' purchase as the capitalized value of the improvement, he awarded nine years' purchase to the tenant.

Taking the cost of the improvement as the standard, the High Court reduced the award to three and a half years' purchase.

5. I think that in all cases where the enhanced value due to the improvement is greater than the cost of the improvement, the landlord should participate in the enhanced value, and that (as a rough sort of compromise) the difference between the cost and the enhanced value should be divided between landlord and tenant half-and-half.

This is in effect very near what Government proposes in paragraph 6 (2).

Section 6 (1) should then run something to the following effect:—

"The compensation to be awarded for an improvement shall be—

"(*a*) The estimated value of the labour and capital required for making the improvement with interest at six per cent., and

"(*b*) Where the improvement has increased the value of the holding by more than the above amount, half the difference between the said sum and the said increased value. Provided that where the estimated value of the labour and capital required for making the improvement, with interest at six per cent., exceeds the amount by which the value of the holding is increased by the improvement, the compensation to be awarded shall be the latter amount."

Explanation (*b*) would go out, and explanations (*a*) and (*c*) would stand. The weak point in Mr. Butterworth's proposed amendment is that it leaves everything to the discretion of courts which have always been in sympathy with the landlord, and have always dealt illiberally with the tenant.

For instance, in forming the table of rates, the six courts * in North Malabar "considered it to be just" that the tenant should receive as compensation the value of one year's produce or less.

* Not to mention the District Court and the High Court.

6. The defect in the proposal made in paragraph 6 (2) † is the assumption that it is possible for the court to ascertain the age of every fruit-tree, and the period for which it may be expected to continue to yield. At page 418, vol. II., Malabar Land Tenures, Mr. Logan has described his experience in counting and classifying 435 trees growing on three-quarters of an acre, and a similar experiment in any cocoanut tope will disclose how hard (not to say impossible) it is to fix the age of a tree which has attained its full growth. The customary Malabar method which requires that a cocoanut palm should be classed either as a tei, kili, ânayadi, maram, kulak-kaduthada, phalam or aphalam, and which further sub-divides the *phalam* (or bearing trees) into four or more classes, is sufficiently complicated, but the suggested plan would require a separate class for every year of growth. A guess may be made as to whether a palm is thirty years old or forty, but within a limit of ten years there would be no concurrence of opinion and no two estimates would agree.

† Of the Government Order.

The result arrived at by the calculation proposed by Government will thus be deduced from guess-work data, and will be no better than if an arbitrary rate be fixed for each tree at each stage of its growth according to the customary local method of classification.

It should be noted that Mr. Logan considered that the difficulties in the way of constructing an equitable table of compensation rates were insurmountable (Malabar Land Tenures, vol. I, page 191), and that the committee of 1884 were of the same opinion (paragraph 55 of their report). The fact is that, whatever table of rates be decided on, the range which must necessarily be allowed between the maximum and minimum must still leave it in the power of the court to cut down the compensation to an inadequate figure, if its sympathies are with the landlord and against the tenant; and probably no table of rates will lead to more liberal awards so long as the judiciary from highest to lowest remain of opinion that the current rates (representing one year's produce or less) are sufficient.

7. From paragraph 7 of the Government Order, I do not understand that Government intends to raise again the much-vexed question as to whether fixity of tenure should be conferred by law on the Malabar tenantry, or on certain classes of them. If the landlord's right to evict is to remain uncurtailed, it would appear impracticable to prevent his disposing of this right by second mortgage or otherwise.

8. The decision at which Government arrives in paragraph 7 (1) appears also to decide the question raised in paragraph 7 (2). For if it be granted that a tenant may be evicted on the expiry of the lease or mortgage, it is obviously no boon to him that a limit should be placed on renewal fees.

Such limitation would in nowise prevent the landlord from making what terms he pleases with the mêl-kânamdar or second mortgagee. The proposal of the committee of 1884 to which Government alludes, referred only to the "occupancy tenant," that is the tenant whom they proposed to protect from eviction.

It should be borne in mind that the renewal fees are never entered in the documents. This is what makes it so difficult to ascertain what the true rents are.

To regulate renewal fees, while leaving the tenant liable to eviction, would be futile.

9. On the subject of improving the agency for the valuation of improvements, I regret that I have no useful suggestions to offer.

The district munsifs themselves are only slowly gaining the confidence of the litigating public, and it is hopeless to obtain a body of official commissioners who would deserve and inspire trust at any scale of pay which financial exigencies would enable Government to sanction.

The scheme for associating assessors with the judge has failed for the same reason that it failed in the case of the acquisition of lands for public purposes, viz., because experience shows that the persons selected are either shameless partisans or otherwise undeserving of trust.

10. I wish to note what I was recently informed by two Malabar district munsifs, viz, that the district munsifs are prohibited by an order of the High Court from themselves proceeding to inspect the land in any case where a commissioner has been deputed to value the improvements.

It was represented to me that if the commissioner knew that his valuation was liable to be checked by the personal inspection of the district munsif, this knowledge would operate as a powerful preventive of false and corrupt valuations. No doubt the district munsifs cannot afford to waste much time in travelling about, but an occasional inspection of the commissioner's work, and the knowledge that such an inspection was possible, would, I should think, form a wholesome check.

It might be worth while to ascertain demi-officially from the District Judges whether the alleged prohibition is a fact, and, if so, what is the ground of it.

11. Regarding the Hon'ble Mr. Justice Parker's minute, I should like to make one remark.

At the end of his fourth paragraph he says—

"What the tenant is really entitled to is the amount by which the value of the paramba has been increased by the trees planted therein. This is the same thing as the cost of putting the paramba into that condition with fair remuneration for the labour and capital expended."

Test this proposition by the sanctioned table of rates.

The table of rates provides that a tenant who grows a pepper vine estimated to produce 10 seers of pepper a year (worth Rs. 5) shall receive As. 8. The vine should remain in bearing for 20 or 30 years.

Is it at all true that 8 annas is the amount by which the value of the paramba has been increased by the pepper vine?

And when it has been pointed out that the table of rates does not in many cases give the tenant the value of even one year's produce, what room is there for the complaint that Government has never responded to the request to furnish the court with any grounds for altering the rates?

12. In appendix V., vol. II., of Malabar Land Tenures, Mr. Logan has given a mass of information regarding improvement rates.

Under the sanctioned table of rates the highest sum payable for a first-class cocoanut palm, producing over 100 nuts per annum, is Rs. 3 (except in Paiyanâd where it is Rs. 5).

I think Rs. 12 should be paid, and that all the other rates for fruit-trees should be raised in proportion, *i.e.*, the rates should be increased fourfold.

The rates for cocoa palms would then run as follows :—

	Rate now sanctioned. RS. A. P.	Rate now proposed. RS. A. P.
Tei, pit-plant	0 2 0	0 8 0
Kili (divided leaves)	0 4 0	1 0 0
Anayadi (elephant foot)	0 5 0	1 4 0
Maram (young tree)	0 8 0	2 0 0
Kulakaduthada (flowered)	0 12 0	3 0 0
Bearing 50 nuts and less	1 0 0	4 0 0
Do. 50 to 75 nuts	1 8 0	6 0 0
Do. 75 to 100 nuts	2 0 0	8 0 0
Do. over 100 nuts	3 0 0	12 0 0
Areca palms.		
Over 200 nuts	0 12 0	3 0 0
Pepper vine.		
Yielding 10 seers	1 0 0	4 0 0
Mango.		
72 inches in girth	1 0 0	4 0 0
Palmyra.		
First class	0 8 0	2 0 0
Tamarind.		
40 years and above	1 0 0	4 0 0
Jack.		
72 inches in girth	3 0 0	12 0 0

If in any case the above rates are too high it will always be open to the landlord (as the High Court remarks) to adduce evidence as to the true value.

13. To protect the landlord from overplanting during the last years of the lease (with the mere object of claiming compensation), the table of rates might fix a maximum number per acre and provide that no compensation should be payable in respect of trees planted in excess of that maximum. For the purposes of this rule the maximum number of trees per acre should be as follows :—

Cocoanut	100
Jack	50
Mango	50
Tamarind	50
Areca	400
Palmyra	200

In mixed gardens the trees should be given their area values as shown above.

1 cocoanut = { = ½ jack. = ½ mango. = ⅓ tamarind. = 4 areca. = 2 palmyra.

14. The phrase "letting value" (proposed by Mr. Butterworth) will not do.

For instance, a landlord lets one acre of rocky hill-side to a tenant for 12 years to be converted into a garden.

The tenant clears the stones, surrounds the plot with a wall, cuts the hillside out into terraces, and rears 100 cocoanuts, which at the end of the term have not yet come into bearing.

If it so happened that the condition of the trees was such as to hold out no promise of fruit for another three or four years, the immediate "letting value" of the garden would be out of all proportion smaller than the "value" of the garden from a prospective point of view.

No tenant could get a living from the trees, nor would pay rent for them, and the increased "letting value" might thus be *nil* when the value of the plot had been really increased three-hundred fold.

VII.

G. O., R. No. 903, Judicial, dated 12th August 1895.

With reference to the concluding portion of paragraph 2 of Mr. Benson's letter, No. 495, Civil, dated 11th March 1895, copy of which was forwarded with the Registrar's letter, No. 941, dated 1st April 1895, the Honourable the Judges of the High Court will be requested to be so good as to obtain from the District Judge, South Malabar, statistics relating to eviction suits for the years 1877—80, prepared with such accuracy as the circumstances permit.

2. The Government has recently been informed that "District Munsifs are prohibited by an order of the High Court from themselves proceeding to inspect the land in any case where a Commissioner has been deputed to value the improvements" thereon, but is not aware whether this statement is correct. The Honourable the Judges will be requested to be so good as to inform Government whether it is or not.

(Intld.) J.F.P.

8th August 1895.

To the Honourable the Chief Justice, High Court, with C.L.

VIII.

From D. W. G. COWIE, Esq., Acting Registrar of the High Court of Judicature, Appellate Side, Madras, to the Chief Secretary to Government, dated 27th August 1895, No. 2349.

With reference to paragraph 2 of G.O., R. No. 903, Judicial, dated the 12th instant, I am directed to inform you that there is no order of the High Court prohibiting a district munsif from inspecting the land in case where a commissioner has been deputed to value the improvements.

IX.

From D. W. G. COWIE, Esq., Acting Registrar of the High Court of Judicature, Appellate Side, Madras, to the Chief Secretary to Government, dated 18th October 1895, No. 2953.

With reference to paragraph 1 of G.O., R. No. 903, Judicial, dated 12th August last, I am directed to forward statistics received from the District Judge of South Malabar relating to eviction suits for the years 1877 to 1880.

ENCLOSURE.

RETURN showing the particulars of suits for the recovery of agricultural lands, nilams, parambas, gardens or kudiyiruppus, but excluding suits for houses only, or shops, or their sites, in the District of South Malabar for the years 1877 to 1880.

Year.	Number of suits.	Whether compensation for improvements was		Number of defendants concerned.		Recovery of land decreed.				
		Claimed.	Not claimed.	Muhammadans.	Others.	With compensation.	Amount of compensation.	Without compensation.	Number of defendants concerned.	
									Muhammadans.	Others.
1	2	3	4	5	6	7	8	9	10	11
							Rs.			
1877 ..	2,866	410	2,456	3,069	5,781	365	29,932	1,727	2,684	4,336
1878 ..	2,703	387	2,316	3,133	4,970	322	27,835	1,671	2,309	3,650
1879 ..	2,892	443	2,449	4,127	5,049	369	44,017	1,783	3,138	4,017
1880 ..	2,900	534	2,366	3,891	4,822	485	60,137	1,695	2,974	3,580

Year.	Dismissed or not decreed.			Executed.					Decreed but not executed.				
	Number.	Number of defendants concerned.		In which compensation,			Number of defendants concerned.		In which compensation			Number of defendants concerned.	
		Muhammadans.	Others.	Had been decreed.	Amount of compensation.	Had not been decreed.	Muhammadans.	Others.	Had been decreed.	Amount of compensation.	Had not been decreed.	Muhammadans.	Others.
	12	13	14	15	16	17	18	19	20	21	22	23	24
					Rs.					Rs.			
1877 ..	774	951	1,312	181	16,432	914	1,502	2 440	184	13,014	813	1,127	1.812
1878 ..	710	736	1,438	197	18,390	837	1,038	2,222	125	8,752	834	1.412	1,579
1879 ..	740	801	1,326	202	29,871	908	1,384	2,317	167	13.105	875	1,578	1,489
1880 ..	720	905	1,169	294	40,958	893	1,471	2,158	191	18,909	802	1,376	1,395

X.

PROCEEDINGS of the Board of Revenue (Land Revenue), No. 38 Press, dated 29th January 1896.

Read—the following Proceedings of the Board of Revenue (Land Revenue), Mis. No. 5824, dated 20th October 1894:—

Read—G.O., No. 2374, Judicial, dated 1st October 1894:—

Resolution—Mis. No. 5824, dated 20th October 1894.

Communicated to the Collector of Malabar.

2. He will submit the explanation called for in the last sentence of paragraph 6 (3); also the information required in paragraph 7 (3) and paragraph 9. He should likewise submit any remarks which he may wish to make regarding the views expressed in paragraph 6 and clauses (1) and (2) of paragraph 7 of the Government Order.

(A true Copy and Extract.)

(Signed) L. M. WYNCH,
Secretary.

To the Collector of Malabar.

READ—also the following letter from H. MOBERLY, Esq., Acting Collector of Malabar, to the Secretary to the Commissioners of Land Revenue, dated Calicut, 16th September 1895, No. 44.

With reference to Board's Proceedings, Mis. No. 5824, dated 20th October 1894, on G.O., No. 2374, Judicial, dated 1st October 1894, passing orders on certain questions connected with evictions in Malabar, I have the honour to submit the following report:—

1. Malabar land tenures have been so exhaustively dealt with in the printed volumes and other papers on the subject, that no proposals for further legislation can be considered apart from them. It is necessary, at the same time, to be as brief as possible in discussing the points adverted to in the Government Order under reference. It will be convenient to deal with the several points in the order in which they stand.

2. In paragrah 6 (1) of the Government Order, Government suggests that certain amendments should be made in the Act.

(1) The first amendment proposed is to insert the words "tree or plant" after the word "work" in section 3 (1) of the Act.

The Sub-Collector and one of his Tahsildars are of opinion that unless the words "which is suitable to the holding and consistent with the purpose for which it was let" are expunged, the proposed amendment would not be productive of any good. Some officers are of opinion that the proposed addition is not necessary as clause (*h*) of section 3 (2) contains the words.

I support the amendment as it will make the intention of the legislature clearer, and as the tendency of the Courts is, unless the language is so clear that its meaning is unmistakable, to interpret the Act against, instead of in favour of, the tenants.

(2) The second proposal is to substitute the words "as the full market-value of his improvements" for the words "for improvement" in section 5 (1).

The officers consulted are, with the exception of two, all in favour of the proposal.

The Tahsildar of Calicut, who may be taken as a fair representative of the janmis, writes as follows:—

"To make improvements, land, capital and labour are necessary. It is matter for consideration whether the landowner is not entitled to get at least a third of the market-value of the improvements. Suppose a jack-seed is accidentally dropped on land by a bird. This seed, however, without cost or labour, developed into a jack-tree. It would be unfair to say that the full market-value of the tree should go to the occupant to the total exclusion of the landowner. Capital and labour are of no avail without land. There is therefore no doubt that the land stands first in importance and this is why local usage sanctions the janmi's share of improvements as a half or a third. I think, therefore, that the substitution suggested will absolutely prejudice the interest of the janmis."

Another officer, who may be said to belong to the tenant class, writes:—

"There appears to be no objection to making this substitution; but before doing so, a clear unequivocal and fair definition of the words "market-value" should be given. Market-value means, as I take it, the value which a given thing will fetch in the open market. I will give an illustration. *A*, a janmi, grants to *B* an acre of waste land on the condition of an annual payment of 8 annas. *B* is allowed to retain possession for, say, 20 years within which period he converts the waste land into a rich and luxuriant garden fruit-trees and plants, enhancing the annual rent value to Rs. 50. Here the market rent per annum is Rs. 50 *minus* 8 annas or Rs. 49–8–0, and the improvements may certainly be expected to fetch Rs. 49–8–0 × 20, or Rs. 990 if sold in the open market. Were *A* to be liable to pay Rs. 990 to *B* before he could evict the latter, he might as well buy a similar garden with the amount instead of taking the trouble of evicting *B*. Now the improvements in this case have been effected with *B's* money and labour on *A's* soil. Is not *A* therefore justly entitled to a share of the improvements? The definition of the words "market-value of the improvements" must be such as to allow a concession to the landlord."

I think the janmi is entitled to some consideration. He may have spent no money on the land, but he has allowed the tenant to occupy the land at a nominal rent for a certain number of years. The average number of years that a cocoanut-tree remains in bearing may be taken as 40 years. A cocoanut-tree takes 15 years on an average (I exclude trees on the sea shore, or near backwaters from these remarks) to come to bearing. I would allow the janmis a deduction proportionate to the number of years the tenant has held the land on favourable rent after his improvements have begun to bear their full effect. Thus, in the case of a cocoanut garden, if the tenant remains in possession for two years after the trees have come to full bearing $\frac{2}{40}$ of the market-value should be deducted; if he has been in possession for five years, $\frac{5}{40}$ should be deducted.

(3) The third proposal is to insert the words "among other" between the words "following" and "matters" in the *explanation* to section 6 (1).

The officers consulted are, with one exception, in favour of the amendment. I think the amendment is necessary.

(4) The fourth suggestion is to section 6 (1) to add a new clause running "in the case of trees and plants, the probable market-value of the same."

I presume that the proposed amendment is to consist in the addition of a new clause (*d*) to the *explanation* to section 6 (1). If this be the case, I approve of the amendment as it makes the intention of the legislature clearer.

3. There is no doubt that the tables of rates of compensation sanctioned in G.O., No. 2530, dated 11th December 1891, should be cancelled, and that a scale of rates prepared on a uniform system and calculated on an adequate basis should be substituted for them as stated in paragraph 6 (2) of the Government Order. Uniformity in the

rates and, as much as possible, in their application is highly necessary. The remarks of Government under this head should be borne in mind when the new tables come to be prepared.

4. Paragraph 6 (3) of the Government Order refers to the course adopted by the janmis in evading the payment of compensation and to the steps which may be taken to prevent the effect of such evasions. The measures suggested are (i) to declare that nothing in clause (*c*) of section 6 (1) shall apply to leases made after a given date, and (ii) to repeal clause (*c*) of section 6 (i) altogether.

I am afraid it will not be practicable to determine with any degree of fairness or precision the date contemplated in the former course.

To repeal clause (*c*) of the *explanation* to section 6 (1) would be very hard on respectable janmis who *cum bonâ fide* have granted a reduction or remission of rent, &c., in consideration of the improvement. I do not advocate the repeal of the clause. Advantage might be taken of the settlement to determine what is the proper rental of every land. I would suggest that it be laid down that in the case of every land, the rent shall be considered favourable, only when it is less than twice the annual assessment payable to Government. Of course it must be understood that the janmi is to pay the Government assessment out of the rent he receives; if the tenant is obliged to pay Government assessment as well as rent, then the term "rent" must be taken to include the Government assessment as well as the money already paid to the janmi.

5. With reference to the explanation called for by the Government in the last sentence of paragraph 6 (3), I have the honour to point out that it is impossible to get any document evidencing evasions of the law "by permitting tenants to hold for a period beyond the term of their kánams and then persuading them to execute leases in which the trees are entered as landlords' improvements." I shall, however, give an illustration of this kind of evasion.

A (a kánamdár) holds under *B* (a janmi) a piece of land which is two acres in extent. The demise was granted in 1877 for twelve years. At the time *A* occupied the land it was not planted up. In 1889 the landlord finds that the land contains 120 young cocoanut plants yielding an annual rental of Rs. 100. He says nothing to *A* about the renewal in 1890 or 1891. In 1891, negotiations are opened and *A* is threatened with eviction if he does not accept the terms offered. *B* expects *A* to surrender the improvements to him and to hold the land at a rent which will leave the tenant barely anything except his wages. The negotiations eventually end in favour of *B*, and *A* is by force of circumstances compelled to submit to his landlord's terms. The demise is renewed accordingly and the janmi gains his end. From this it must follow that the document will contain no reference to the negotiations between the landlord and his tenant or to what the tenant possessed in the land.

Mr. Bradley's statement was based on the information furnished by the Deputy Tahsildar of Kuthuparamba.

In reference to the two kinds of evasion adverted to in paragraph 6 (3) of the Government Order, the Tahsildar of Kottayam reports that janmis do now evade the provisions of the Act in the two ways specified and the practice, if permitted, will lead to severe distress and misery among the tenants. He gives three specific instances which occurred in his taluk. They are the following:—

(1) "Chandroth Nambiyar (taluk and district board member and malikhana holder), Panniyannur amsam, has recently granted various leases under this system."

(2) "Sankutti Kyi (a Mappilla janmi) has renewed the leases of all his lands in Dharamatam amsam under this system without raising the rent or receiving any pecuniary presents. In the marupats the trees are all shown as belonging to the janmi and the tenant having only usufructory right for two years; and it is in such marupats that the janmi enters into an undertaking to plant new trees as aforesaid."

(3) "Kunnathadathil Kunhacha *alias* Thala holds Chirakalu paramba in Dharamatam amsam on *kulikanam* and *kudiyirupu* tenure. It contains 191 cocoanut trees, of which 15 belong to the janmi, the rest having been planted by the tenant five or six years ago. On 15th Vrichigom 1066 (27th November 1890), Kunhacha *alias* Thala and her witnesses signed a marupat in which the trees were all shown as the property of the janmi, but although she was required to have it registered she has not yet done so. The tenant has been regularly paying the *purapad* of Rs. 40–8–2 annually; but no receipt is given her on the ground that the marupat has not been registered. If this is executed, her claim for improvements will be lost and she therefore puts off the registration. The result will be that the janmi will sue for

eviction on the ground that the purapad has been left in arrears. The tenant will not then be able to show the contrary and the Court will simply decree as prayed for with interest and cost. The tenant may perhaps get the value of her improvements; but after deducting the decreed amount there will hardly remain anything for her. She will then have no choice but to submit to any terms dictated by the janmi. This is the reason why no receipt is granted for rents received and why execution of the marupat is not enforced."

The Deputy Tahsildar of Kuthuparamba refers to a form of evasion in which the landlord undertakes to plant a garden with cocoanut seedlings and entrusts it to a tenant under a lease for 12 years, on the expiry of which the landlord pays the tenant 4 annas *per* tree thereby annihilating his right.

The Tahsildar of Palghat and three Deputy Tahsildars report that the evasions referred to are prevalent. They say that, in certain instances, tenants are imposed upon and deprived of their improvements whenever the lease is renewed or surrendered.

Another Deputy Tahsildar (Ponnáni) states that in some instances it is stipulated in the lease that the landlords will plant trees and the tenants are to protect them, and that on the expiry of the term the tenant is to have one-third, in some instances 20 *per cent.*, of the value of the trees. After the lease is executed and registered, the landlords never fulfil their part of the contract, but compel the tenants to plant trees themselves.

In support of the system of the evasions in question the Tahsildar of Ponnáni submits copies of certain documents, translations of which are annexed. (Appendix A.)

6. Government suggests that in such cases "protection might be afforded to the tenant by a provision empowering him to apply to the Collector to reduce his rent on the ground that he was, by force or fraud, induced to surrender his claim to improvements effected by himself."

It seems to me that if any such power is reserved to the tenant, he should apply to the Civil Court for relief.

7. In paragraph 6 (4), the Government suggests that one or both of the following courses might be adopted to remedy the state of things with regard to the appointment of assessors and commissioners. In fact, if further inquiry should show such a step to be necessary, the Government remarks that it would be prepared to consider the possibility of going further and of bearing the cost of the appointment of official commissioners,

(i) To reduce the daily allowance of the assessors.

(ii) To frame rules under section 392 of the Civil Procedure Code with the object of restricting the Courts in their choice of commissioners and thus raising their status.

(i) The appointment of assessors is of the utmost importance. The Court, of its own motion, should appoint assessors, without any application, from the party concerned. The fees to be paid to them should be either reduced or distributed with reference to the suits (under the Act) disposed of on the day the assessors attend. It might also be arranged to post compensation suits for some particular days in the week.

(ii) There is a concensus of opinion in favour of rules being framed under section 392 of the Civil Procedure Code. But it appears to me that the appointment of official commissioners would be the best and most satisfactory solution.

Complaints about the inadequacy of compensation will disappear altogether, if the amount is determined by the Courts in consultation with assessors and with reference to the estimates prepared by official commissioners. I am, however, unable to say anything about the cost of such a scheme.

8. At paragraph 7 (1) of the Government Order, the Government remarks that it would be a violent and unjustifiable measure to withdraw the janmi's power of granting mélcharths. In this connection I beg to invite attention to the following extracts from the printed volumes:—

"Mélkánam tenure appears to have come into use only after the British acquisition of the country, as no prior mélkánam deeds are found in the country." (M.R.Ry. Krishna Menon, Pensioned Sub-Judge, page 96 of Malabar Land Tenure.)

Sir Charles Turner thought that "Mr. Krishna Menon was in error in saying that mélkánams came into use only since British rule." When a mélkánam is granted, it takes effect only on the termination of the existing kánam. He was prepared to

allow that the ruling of the Courts might be at variance with usage; but no proof has been produced that the decision is inconsistent with ancient law or existing usage, and it is in accordance with the general law reported by all the earlier authorities that the janmis may, on the expiry of the term, resume the land. (Paragraphs 39, 40, 41 and 42 of chapter III, pages 47 and 48 of Sir Charles Turner's Minute.)

Mr. Sankaran Nair answered that "there is considerable evidence to prove that a mélkánam was considered invalid." The Proceedings of the Sadr Adalat, of the 5th May 1856, says that the kánamdár has the option of advancing the required sum and remaining in possession if he pleases. In a reported case it was conceded that the kánamdár had the option to advance the required sum and that otherwise a mélkánam would not be valid. Mr. Justice Holloway, while in Malabar, was of the same opinion (A.S. 84 of 1860), and I know numerous decisions of the local Courts in which it was assumed that mélkánam was invalid. In considering the point it must be borne in mind that the power of the janmi to demand additional sums is not unlimited, and at a certain stage a kánam is converted into an otti, and any further sum borrowed converts the otti to ottikumpuram till after two more stages the janmam attiper has to be executed. (Mr. Sankaran Nair's note, page 50 of report with appendices of the Malabar Land Tenure Committee.)

The officers who have now reported on the point are against the exercise of the power of granting mélcharths or mélkánams. One of the chief objections to mélcharths is that it is in a very large number of cases given to an enemy of the kánamdár and this gives rise to very bitter feelings.

It must be conceded that the power of granting mélcharths gives the janmi a ready means of bringing refractory tenants to their bearings.

But while it may be an unjustifiable measure to *withdraw* the power from the janmis, I consider that some legal provision may be made for the protection of the better class of tenants against the unjustifiable exercise of the power. There are stanamdars who grant mélcharths (mélkánam) on the attainment of their stanam, irrespective of the period of the subsisting demises, merely with a view to enrich themselves during their lifetime. The stanamdars cannot have unlimited powers in dealing with property over which they have only a life interest.

There are janmis who grant mélcharths for reasons inconsistent with the tenancy. Cases arise where the janmis may resort to eviction with a view to grant a demise which will be, for all practicable purposes, a mélcharth. Should not some restriction be placed upon such unreasonable exercise of the power?

The landlords may ingeniously evade any provision made in this direction, but the existence of a legal restriction will act as a powerful deterrent in most cases.

I think the best course is to enact that when a kánam expires, the janmi shall not be allowed to grant a mélcharth unless he can prove that the tenant whose kánam has expired is not a proper person to have the kánam renewed, and that he is not willing to pay the increased kánam or purapad demanded. I think that a kánamdár should have the right of renewal unless it can be proved that he is not a proper tenant, and the purapad or annual rent reserved should never be allowed to be increased by more than 25 per cent. of the existing rent and then only once in 12 years.

Legislation apart, it seems to me that mélcharths may be checked to some extent by executive orders in regard to the grant of licenses under the Arms Act and to the nomination of members of local boards and municipal councils. If Government can see its way to direct that licenses should not, as a matter of course, be given to grantors and grantees of mélcharths, and that such persons should not, as far as possible, be nominated members of local boards, I think it will put a wholesome check on mélcharths.

9. Paragraph 7 (2) of the Government Order deals with the question of renewal fees. I beg to invite attention to the recorded views of those who have written on this subject. For facility of reference extracts from the printed reports are appended (*vide* Appendix B).

The officers who have now reported on the point are generally of opinion that the proposal to fix by legislation maximum renewal fees is good. But one of them

writes "I am afraid that legislation on the point will not produce the desired effect. Nothing can prevent the landlord from realizing the amount fixed by him. Otherwise the tenant would not have land. How can the Government step in and help the tenant unless and until occupancy right is secured by legislation?"

"Renewal fee is calculated on the amount of kánam, on the rent value of the land and with reference to the value of improvement effected, whichever is most beneficial to the landlord."

Another officer says "Devaswam lands should be prevented from being recovered and renewal fees, &c., in respect thereof should be limited. In so doing Uralers can have no cause for complaint, inasmuch as they are not the owners of such lands. The renewal fees should be fixed at an amount equivalent to the assessment under the coming settlement. Under section 27 of the Stamp Act, the janmis are bound to show in the renewed demises the amount of renewal fees, &c. If this provision of law is strictly enforced, all considerations will be set forth in the deed and the tenant can hold under the law for the number of years in proportion to the said amount."

The kánam always has been a terminable tenure. Fra. Bartholomeo, writing about 1783, recognised this. I do not think, therefore, that the legislature would be justified in making the kánam a non-terminable tenure. If the kánamdár is to be given the right of renewing the tenure for another 12 years, he should, I think, pay a renewal fee. Renewal fees should be allowed only in the case of lands held on kánam or some similar tenure, *i.e.*, *kuzhikanam*, *vettukanam*, &c. I would suggest that the fee should not be allowed to exceed 20 *per cent.* of the kánam amount or the value of one year's net produce less the assessment, whichever is less, except with the approval of the Collector; and even then it should not exceed the higher of the two rates.

A table of renewal fees, compiled from the reports of such officers as have furnished the necessary information, is appended (*vide* Appendix C).

10. With a view to taking measures to prevent the landlords from shifting on to the tenants the whole burden of the new assessment, further information has been called for in paragraph 7 (3) of the Government Order.

Regarding *leases exempted from registration under the notification published on page 819 of the "Fort St. George Gazette" dated 30th May 1871, and examined by the Tahsildars and Deputy Tahsildars*—

The Tahsildars of Ernad and Wynaad and the Deputy Tahsildars of Kúttaparamba and Quilandi report that there are a few unregistered leases which provide for the payment of assessment by the tenant. The Deputy Tahsildars of Talipparamba and Cannanore examined several unregistered leases, but they contained no stipulation for the payment of assessment by the tenants. The leases were all for one year.

Other Tahsildars and Deputy Tahsildars report that leases that are exempt from registration are also registered. Full details of the documents examined have not been reported. As any measures based on the result of the examination of the registered leases will cover also the few unregistered leases which are to be found here and there, the latter may be left out of consideration.

The Sub-Collector is of opinion that as there is an infinite variety of tenures, Government cannot interfere without being unjust in some cases and should not therefore interfere except merely to make the janmis responsible for the payment of the revenue due to Government.

The Tahsildar of Ponnáni thinks that, in the absence of a stringent law prohibiting the eviction of a tenant except under special circumstances, the enhanced assessment under the new settlement will have to be borne invariably by the tenant.

I fear, however, that to declare null and void by legislative enactment leases containing clauses exempting the landlords from the payment of any portion of the additional assessment would be an extreme measure.

Ordinarily, the janmi allows a certain quantity of paddy or other produce raised on the land at the customary commutation rate for the payment of the existing assessment. This quantity if sold in the open market would fetch a higher price than

the amount required for the assessment. The janmi considers the kudiyan (tenant) will be no loser if he is required to surrender the profit he has been making hitherto for the payment of the additional assessment. The kudiyan, on the other hand, thinks that he has been paying comparatively high rents because there is this small margin of profit. When the janmi is registered as the landlord under Act II of 1864, he will require the tenant to pay with the rents the quantity reserved for assessment without accepting its value at the customary commutation rate. If he stops here, he must be considered a good landlord; but who can tell what he will not do? There is a growing apprehension that landlords will, after the settlement of the district, largely exercise their powers under Act VIII of 1865, if it is not withdrawn in the meanwhile.

It appears to me that before legislation in this direction is resorted to, it will be necessary, as a preliminary step, to legislate for the preparation of a record of rights.

In the draft Act submitted by the committee of 1884, the following provision was made:—

"42. The local Government shall, as soon as possible, after the passing of this Act, appoint a settlement officer to frame a record of rights of janmis, tenants and sub-tenants in Malabar. The settlement officer will hold a judicial inquiry after giving notice, as far as possible, to all persons interested in the land . . ."

In regard to this provision, the committee remarked "we recommend that as soon as survey operations are completed in any given area, the settlement officer should immediately follow the Survey party and should frame a complete record of rights of janmis, tenants and sub-tenants. Under this Act his enquiries are to be judicial, and he is empowered to grant certificates which will be *primâ facie* evidence of the facts contained therein. Even if the record of rights is not subsequently kept up, it will be a most valuable record for reference in civil suits and revenue proceedings." (Page 140 of the Malabar Land Tenures.)

Sir Charles Turner remarked on this provision as follows:—

"86. . . . I have already mentioned that I doubt if the enormous difficulty in making a complete register has ever been overcome satisfactorily. It is of course desirable that such a register should be framed if due provision is made that it should be maintained, otherwise, in course of time, it would become valueless. I have always wished that in India we had taken advantage of the existing revenue system and established registration of title and not registration of assurances. It imposes too great a burthen on persons who hold small or temporary interests in land to compel them to register their transactions both before a Registrar of Assurances and in the Revenue office; yet, unless registration in the Revenue office is made compulsory, the revenue registers will gradually become worthless. The expense attendant on any complete inquiry has hitherto prevented the universal establishment of a system of registration of title. If this can be overcome in Malabar, the system of registration of assurances might be abandoned—except in respect of transactions not affecting the land." (Page 98 of Sir Charles Turner's Minute.)

The Bengal Tenancy Act VIII of 1885 provides for the preparation of a record of rights.

To fix, by law, some multiple of the Government assessment as the maximum rent which may be demanded from a tenant, a record of rights will be most valuable. Now that we have taken up the registration of janmam title, a good opportunity has been afforded for the preparation of a record of rights without much additional expenditure.

11. *Paragraph 9 of the Government Order.*—The figures supplied by Mr. Bradley related to *suits* and not to *persons*.

"A striking instance of the strength of the ingrained idea that tenants in the North are not entitled to the full value of their improvements is to be found in the case quoted by Mr. Bradley of a District Munsif who continues to award half the value of improvement as janmabhogam to the landlord."

12. In conclusion, I beg to point out, with reference to the remarks of Government quoted in the margin, that Mr. Bradley referred to the District Munsif of Themalapuram in South Malabar and not to any North Malabar Munsif.

ENCLOSURES NOS. 1 TO 3.—Appendices A to C.

MALABAR COMPENSATION FOR TENANTS IMPROVEMENTS ACT OF 1887.

Minute by First Member.

The result of my inquiries in the district is that the present Act is universally condemned. The janmis regard it as a measure of confiscation, and in this they are joined by the kánamdárs who hold likewise janmam lands. These latter are a large body. The pure kánamdárs, while asserting that the Act does not go far enough, allege that, owing to the corruption of the Commissioners on whose reports the Courts rely, the decree goes in favour of the longest purse, is therefore ruinously expensive, and very often leads to the transfer of the kánamdár's improvements to the janmi.

Two Sub-Judges and four District Munsifs whom I consulted likewise expressed dissatisfaction with the working of the Act, and were all strongly opposed to amendments in the direction of increasing the amount of compensation.

The Tahsildars (5) and other native officials, with one exception, concurred in the above opinion, and deplored the bad relations between janmis and underholders of land, which have become increasingly prominent since the introduction of the Act. My interviews with several hundreds of those affected fully confirmed this view.

The feeling of insecurity, which undoubtedly exists, dates from 1881 when Mr. Logan was appointed as Commissioner to inquire into the causes of agrarian discontent to which the Mappilla outrages were attributed by him and others. His conclusions were—

(1) The only person interested in the soil with whom the Government need concern itself is the actual cultivator.

(2) The landlord's power of ouster must be curtailed.

(3) The tenant must have the full value of his improvements.

A strong commission and committee were appointed in 1884 and 1885 to advise Government on the whole question and devise lines for legislative action.

The Act (I of 1887) now under reference was the outcome of their reports. This, strange to say, deals for all practical purposes with the rights of intermediate holders only, who are mainly kánamdárs. The "actual cultivator," the farmer of the soil, on whom Mr. Logan most truthfully described "the whole burden" of distress as "ultimately falling" and who "was rapidly degenerating into a position of insolvent cottierism," completely fell out of consideration.

The present Act was therefore passed in the interests of a class with whom Mr. Logan had very properly found that the Government had no concern, for, except the very smallest, no kánamdár actually farms the grain lands in Malabar. The cultivators of land direct under janmis (verompattamdars) are comparatively few, although there are signs of a tendency to an increase in the grain taluks of South Malabar—a tendency which the artificial strengthening of the position of the intermediate (kánam) holder is not calculated to encourage.

The usual chain is Government, the janmi, the kánamdár, sometimes a sub-kánamdár, and the farmer; and the man at the bottom owes his hardships and his rack-rent not to the janmi, but to the kánamdár from whom he holds, and who is a capitalist, who has invested his money in the kánam as a commercial speculation, and does his utmost to make all he can out of it. This latter class has means of making its voice heard in Madras to the exclusion of the janmi and the cultivator, so it has come to pass that it poses before Government and the legislature as containing the "*tenants*" for whom increased protection is required. So far from that being the case, it appears to me as clear as daylight that all these mortgagees, by whatever name called in Malabar, ought to be left for the regulation of their dealings with the owners of land to the operation of the ordinary civil law, and that the Government, for purposes of land revenue administration, ought to recognise only the owner of the land, and to watch with special care the actual cultivator.

I made it a point to visit the Mappilla country, and selected the Walavanad taluk where the 1894 outbreak occurred. In that tract, the intermediary is certainly the main cause of the poverty and rack-renting to be found there, and Act I of 1887, whether amended or left as it is, will have no tangible effect in relieving the wretched condition of the Mappilla peasant.

The result of my inquiry goes to show that the following summary of Mr. Logan's conclusions is, at the present moment, much nearer to the truth than the figured results of his examination of 14,034 pieces of land would at first sight seem to indicate:—"Finally, Mr. Logan considers that there is a constant under current of discontent due to the repetition of petty wrongs among the Mappillas. They are habitually overreached by the more educated and subtle Hindu; on the death of the father, the widow and orphans are evicted; they are threatened with eviction just as their trees begin to bear or their crops to ripen; receipts for rent are refused them; promises to renew contract are broken; they are unable to get at the janmi and deal only with a middleman; and hence arises a general condition of mind favourable to commission of outrages." (Page 9 of Summary attached to Report of Commission.)

In the Government Order under which the amendment of Act I of 1887 is sent down to the Board for report, the following passage occurs:—

"Madras Act I of 1887 may be said to have a twofold object, viz., first, to secure to tenants the full market-value of their improvements, and, secondly, by doing so to check the growing practice of eviction." (Paragraph 2.)

If these words expressed the effect of the Act on the real cultivators of Malabar, then indeed Mappilla outrages, and the general wretchedness of the cultivating class everywhere, would soon be things of the past. But such is in no way the case in the grain taluks of Walavanad, Ernad, Palghat and Ponnáni. Even in the coast taluks, where garden lands are most numerous, the bare truth is that the Act has, in connection with the investigations which preceded its introduction, affixed the seal of insecurity to the ownership of land. The old cordial relations between janmi and kánamdár have given place to suspicion and perpetual strife. The kánamdár's craving to become a full-fledged janmi has been whetted. He enters on a career of almost reckless and often fraudulent improvement of another man's property without his consent, so as to make it impossible for the janmi to recover possession when the kánam period runs out. He cries out for the grant of fixity of tenure from the Government. The janmi, on the other hand, apprehensive of the curtailment of his family estate, takes advantage of the vast increase of population, and the greed to hold land on almost any terms, in order to exact increased rent and enormous renewal fees, by the device of granting a mélkánam over the kánamdár's head and so incidentally get quit of the danger of a fixed tenure holder. He then leaves the holder of the mélcharth to fight it out in the Courts (under the powers conveyed by section 75 of Transfer of Property Act) with the original kánamdár, and I regret to say that false claims for arrears of rent, owing to the absence of receipts fraudulently withheld, are likewise often transferred to the holder of the mélkánam deed. It is in this way that most of the eviction suits are now launched.

The above, briefly stated, are the main causes of the increase in the number of suits for eviction.

It is naturally greater in the coast than in the grain taluks mentioned above. In the latter, claims for compensation arise generally in the case of reclamations, *i.e.*, lands added to the paddy flats by excavation of the hills or high grounds. These are limited. But when a kánamdár takes a mortgage of house or garden land in the same deed as rice lands, it has become usual for him to erect an expensive house and to dig large tanks or wells in the paramba, with the express purpose of preventing the janmi from resuming the land owing to the large amount of compensation demanded and the difficulty of securing another tenant who would be prepared to pay rent on the sum which the janmi would have to give for the improvements. The question of compensation for improvements in the grain taluks is, however, comparatively unimportant. One of the main misapprehensions in regard to the present Act is, in fact, founded on the failure to recognise the fact that the important plantations of cocoa and areca nut palms are almost entirely confined to the coast

taluks. It is in that portion of Malabar alone that compensation under the Act is a burning question. It is there that attacks on janmam right are most persistently and insidiously made, and the inviolable character of ownership in the soil is so strenously defended.

It is undeniable that the old Malabar law allowed the right of compensation for improvements consistent with the objects of the demise. When therefore a janmi granted a paramba on kánam, he must be taken to have anticipated the contingency of its being planted, and of his liability to pay a fair sum in satisfaction of the kánamdár's expenditure on so improving its value. But it is difficult to find any sound reason for denying the conclusion arrived at by Sir Charles Turner at page 37 of his Minute that "for trees the full value was not given, inasmuch as it was considered that a part of the increment of their value belonged to the landlord."

The position assumed by Government in its order under discussion, however, is that the full market-value of the improvement is payable to the tenant. It is hard to understand how this can be, and it involves, moreover, the untenable doctrine that a janmi ought to pay a compensation graduated according to the fertility of his own soil, in which it is almost waste of time to say that the kánamdár can have no right to participate.

It seems to me that the only correct point of view from which to regard this matter is the return of the amount expended and interest, along with a fair margin for agricultural profit on a consideration of the circumstances of each case. But it seems unreasonable to urge that "a person holding only a twelve-years' lease should be given the whole value of the produce of the cocoanut trees on his landlord's paramba for fifty-four years in addition to his lease (that being the productive life of the cocoanut trees.") (XVIII, I.L.R., Madras, p. 409).

The introduction of such a principle would have the effect, in a large number of cases, of confiscating the chief portion of the janman right, and of reducing the janmi, for no fault of his own, to the position of a mere rent-charger. The theory of full-market-value involves obliviousness to the original lease or demise having been made for a certain purpose by the janmi as an incident of management. The plants were not grown in the air, but came to maturity by the influence of the fructifying elements contained in the janmi's land, the immediate though subsidiary cause being the labour of the man who planted and watered them and fenced the garden. Nothing palpably could have been effected, no trees produced, without the janmi's land and the janmi's demise of it. How then can the result be justly deemed to belong solely to the janmi's tenant?

I have purposely in this minute avoided antiquarian researches or the consideration of ancient history. I take things as I find them. Whatever may have been the origin of the *kánam*—whether, in fact, it was originally an agreement to *oversee* (cultivate) the land-owner's soil for a limited period of years, a sum of money being paid down as security—it most undoubtedly became a device for raising money in order to save janmi estates from disruption. For twenty years past the Courts have openly been treating it as essentially a mortgage enduring for *twelve years*. It is this attribute which has enabled the mélcharth to assume the enormous dimensions which it has done in the transactions of the people during the period in question, for, under the Transfer of Property Act, the mélkánamdár is enabled to step into the shoes of the janmi and oust the original kánamdár in suits for eviction. Of course, at first sight, it appears to be a perfectly fair means for realizing a competition rent. But it does not work exactly in that open and legitimate way. The heads of tarwads, kovilagams, and especially the holders of stanam, and the trustees of the vast dévasam properties adopt this plan in order to enrich themselves. The two last, for instance, are unable to encumber the properties by increasing the kánam amounts, and the rents reserved are low, so they enter into secret arrangements under which they receive enormous renewal fees from the mélkánamdár, if the kánamdár refuses to come to terms. Often, however, he is not asked. By no conceivable means of prohibition, which it is possible to devise, could the legislature stop this, or even regulate it, as long as the law continues to recognise kánams and mortgages. The renewal fee is paid in secret. It goes by the name of the "*unseen money*" in fact. Both parties are interested in concealing the transaction.

An overwhelming preponderance of public feeling in Malabar is in favour of a legislative declaration of the illegality of mélcharths. The only other way to secure the end in view—and it would only partially check the evil—would be to declare section 75 of the Transfer of Property Act not to apply to mélcharths in Malabar.

Sir Charles Turner, in his lucid and powerful Minute, does not, at this point, display his usual strength of fence, when he attempts to contradict Mr. Logan's allegations as to judge-made law. There can be no question that full mortgage attributes were conferred on the kánam by the Courts. It is not a satisfactory defence to reply that the Courts do not make the law, but that they merely interpret and expound the law and custom as they find them. It is palpable that their only means of doing so is on the cases as presented to them by the parties. That is just the difficulty. If the facts or law or custom are fully represented, well and good; but it is rarely possible to meet in advance all the ideas which may arise in the mind of a Judge in suits involving complexities. Decisions are passed on imperfect data. Hence we have the frequent spectacle of even the highest Courts racking their ingenuity to "*distinguish*" as they call it, between two cases which are really identical except as to the state of completeness with which one side of the other is presented. Judge-made law is therefore reviewed with distrust in every country. In Malabar it is responsible for the appearance of the mélkánam evil.

In the coast taluks especially, the kánamdárs endeavour to neutralize its effects by embarking on a system of headlong planting. The allied object is, no doubt, to acquire such a position of a stability in the holding of the land as to enable them to defy the janmi in the hope, which has been excited by the action of Government, that they will eventually obtain full occupancy right.

The plan adopted is to plant, instead of 60 to 80 trees per acre, say, in extreme cases 150. The proper distance between trees is said to be that which prevents a squirrel jumping from one to the other. But the scale of compensation being based on a calculation of the number of trees, it is the interest of the kánamdár to plant them as closely as he can. When the kánam period is drawing to a close, the holder very often meets any proposals for increased rent or a renewal fee with a demand for the return of the kánam amount and the value of his improvements. As the latter not unfrequently exceeds the market-value of the land, the janmi is powerless, and is compelled to grant the renewal on the kánamdár's terms. By these and similar devices the latter at the same time prevents a mélcharth, as he practically confiscates the janmi's right to possession.

This state of things is causing much heart-burning, and it would, in my view, be most in expedient to increase the prevailing excitement and bad feeling by proceeding further in a direction, which has already led to such unexpected, and, in many ways, undesirable consequences. It would only lend additional colour to the complaint now being made by the janmis, that the object of Government is to expropriate their lands in this indirect fashion, and confer their possession on the kánamdárs as a sop to accept without opposition the increase of assessment which is to follow on the new settlement of the district.

Act I of 1887 is only an additional example of the well-known dangers arising from attempts to regulate contractual relations. I am totally opposed to making any alterations in the direction indicated by Government. Much the lesser evil would be to leave the Act as it is, and to recognise the soundness of the warning against special legislation and Government interference in the solution of agrarian questions in Malabar, which is contained in the concluding portion of paragraph 16 of the report of the Land Tenure Committee, dated 22nd February 1887.

I am strongly in favour of leaving the cases arising under the Act to be disposed of by the Courts for the present without interference.

In paragraph 7 (3) the Government contemplates placing restrictions on the power of the janmis to "shift" the whole burden of the new assessment "on to the tenants," by which I presume kánamdárs are meant. It seems not to be known that in every deed the payment of the Government assessment has always been provided for. A certain quantity of paddy, for instance, is set aside for that purpose, and the commutation rate fixed is very slightly more than half the average selling price

throughout the year. The kánamdár has therefore an ample fund out of which to meet the anticipated increase. I fail to see any reason to interfere in a matter like this. The only safe ground is arrived at, when the kánam is regarded as a mortgage, which it most undoubtedly now has come to be regarded to be. The regulation of such contracts falls entirely outside the sphere of revenue administration, which is concerned only with the janmi and the actual cultivator.

This definition of the duties of Government seems to me to state them in their broadest form. It has nothing whatsoever to do with mortgagees in Malabar, any more than in Tanjore or in Chingleput. "I agree with the Committee," says Sir Charles Turner (p. 67), "that the principle is sound, that the agriculturist should confine his attention to agriculture, and that speculators and intermediaries ought, as far as possible, to be eliminated from the land."

It is owing to a full recognition of the principle thus enunciated that I am opposed to section 14 of the Malabar Registration Bill, which permits the joint entry of the name of an encumbrancer in the register and patta. The Government will miss a grand opportunity of vindicating the British system of simplifying land tenures, if it departs from the cardinal doctrine of the Madras ryotwari system to recognise no one save the owner of the land. It is little exaggeration to assert that on the exclusion or retention of such a provision hangs the future peace and prosperity of Malabar. The janmis are nervous and ignorant. They therefore fear a measure which will really benefit them by tending to introduce them to the direct management of their lands to a greater extent than is the case at present, by enabling them to shake themselves free of the thrall of the middleman, and by bringing them into immediate relation with the actual cultivators to a degree unknown as yet.

Another enormous advantage will be that the transfer of land will be facilitated. At present the sale of janmam right is most infrequent. The land remains bottled up in the hands of a comparatively small number of families, many of whom are known to be insolvent, their properties being mortgaged up to the hilt. The moment that registration of the owner, and the owner only, is carried out, a number of these properties will be dismembered, and will pass into the hands of encumbrancers, who will then become the janmis. In fact, altogether healthier and more natural conditions may be expected to supervene on a system under which 56 per cent. of the cultivable area is now left waste.

No one who studies the history of the *mirassi* title in Chingleput, where the patta system was introduced between 1856 and 1859, can fail to observe its close similarity to the janmam right in the Malabar of to-day. As Sir William Robinson observed years ago when Collector, "Nothing has tended so much to observe the truth as respects every condition of Malabar and its institutions, as the persistent disposition of local officers to invest Malayalam things with a kind of mystery and speciality. They will never be understood until we recognise that there has been nothing unusual about its condition and that it belonged to South India."

This exactly expresses the conviction impressed on my mind by the investigations conducted during my recent tour.

CAMP, SURAMANGALAM,
12th December 1895.

(Signed) C. S. CROLE.

Resolution—No. 38, Press, dated 29th January 1896.

In its order of October 1894, Government called for the opinion of the Board of Revenue on several suggestions therein made for the amendment of Act I of 1887. The Board regrets the delay which has occurred in submitting its reply; it was necessary to call for a report from the Collector and this was not received till September last; the Board's First Member then determined to make personal inquiries in the Malabar district which he did in December, and the results are recorded in the minute read at the head of these Proceedings. The final disposal of the papers was delayed by the intervention of the Christmas holidays.

2. The proposals made by Government contemplated first the amendment of the Act with a view to leave no room for any mistake in future as to the intention of the legislature to give the tenant the full market value of his improvements.

2ndly, the cancellation of the table of rates sanctioned in G.O., No. 2530, Judicial, dated 11th December 1891, and the substitution therefor of a scale of rates prepared on a uniform system and calculated on an adequate basis;

3rdly, the imposition of some check on the evasion of the law which landlords have discovered means of working;

4thly, the elevation of the status of the Commissioner appointed by the Court to value improvements or even to the appointment of official Commissioners; and

Lastly, legislation with a view to restricting the power of the landlords in regard to the levy of renewal fees upon the termination of leases.

3. The evidence on which the Government has decided that the Malabar Compensation for Tenants Improvements Act has failed (at least partially) to secure adequate compensation to tenants and to check evictions does not appear to the Board to be so conclusive as it is regarded by Government.

Mr. Bradley says in paragraph 5 of his letter that although the tenants are not satisfied he considers that they are getting much better rates than they did before, while the janmis complain that too much is being given. Similarly the Board's First Member records, as the result of his inquiries, that neither party is satisfied with the working of the Act. As regards evictions also Mr. Bradley believes it to be a fact that in a fair proportion of eviction suits execution has not been taken out owing to the amount that has to be paid as compensation.

Though the dissatisfaction expressed on both sides seems to show clearly enough that the Act has not been altogether inoperative, it leaves it an open question whether any partial failure has been due to its not going far enough in the direction of favouring the tenants, while the unrest to which it has given rise and on which the First Member lays so much stress in his minute, certainly affords good grounds for hesitation before entering on fresh legislation, unless it is clear that it is imperatively called for.

4. The Collector reports that the officers consulted were generally in favour of the amendments proposed by Government in order to place the intention of the Act beyond a doubt, but it seems to the Board that they can have no practical effect unless it is made clear that the term "full market-value" is to be understood in the sense in which it is used by Government in the order under reply.

In framing the new table of rates, Government would fix the value of a fruit tree at one half of a sum equal to the present value of an annuity at 5 per cent. equal to the net value of its produce for the period during which it may be expected to bear, the other half being deducted on account of vicissitudes of season, risk of damage, fluctuation in prices, &c.

The Board, however, is not prepared to accept this interpretation of the term market-value. Ordinarily no doubt the increase in the letting value of the land is the *primâ facie* measure of the compensation due for agricultural improvement, and this can frequently be most easily ascertained by considering under section 6 (1), explanation (*a*), the condition of the improvements and the probable duration of their effects; but there are cases in which compensation granted on such a basis would be exorbitant and this is especially so when the effecting of the improvement has been the special object of the demise. In such cases explanations (*b*) and (*c*) of section 6 (1) come fairly into play.

The improvement of land by planting in Malabar is a perfectly well-understood operation involving no special skill or knowledge. The value of the tree cannot easily be dissevered from that of the land, but it seems to the Board that in a case of the kind the full market-value of the tree cannot be more than the cost of production *plus* interest at the rate usually expected for an investment involving a fair amount of risk.

To take a simple illustration:—If there are two acres of land available, one of which is fully planted with trees just coming into bearing and the other is waste, an investor would not, in preference, purchase the planted acre and pay for it much more than the price of the waste acre *plus* the cost of planting and the capitalized value of the average produce on the planted acre for so many years as would be required for

new trees to come into bearing, unless the planted acre were more fertile or more favourably situated or had some other quality inherent in the soil and not in the trees, and to which consequently the tenant could lay no claim.

As regards the produce also it is clear that any excess over the normal produce required to induce a man to undertake the cost of planting and rearing is due to the qualities of the soil, and, as pointed out by the First Member in his minute, the award of compensation assessed on the probable outturn of trees involves the absurdity that the more fertile the soil the greater the compensation to be paid by the owner.

There are also other difficulties in the way of the preparation of a table of rates on the basis suggested by Government. The age of trees is not easily determined and produce varies from year to year according to the care bestowed upon them, the character of the season and a variety of the other causes.

5. The evidence as to the adequacy of the rates in the existing table is conflicting and it might be well to have them revised, but the Board sees no objection to the basis on which they have been drawn up, nor does it think it desirable to unduly fetter the discretion of the Courts. There is no body of officials which so fully commands the confidence of the people, and if, as alleged, their decisions frequently indicate sympathy with the janmis, it cannot be assumed that the sympathy is not the result of a judicious appreciation of the facts which come before them in their investigations.

6. With the object of checking evasions of the Act Government proposes (1) to declare that nothing in clause (*c*) of section 6 (1) shall apply to leases made after a given date, and (2) to repeal clause (*c*) of section 6 (1) altogether.

Clause (*c*) of section 6 (1) declares that, in fixing the amount of compensation, allowance shall be made for any reduction or remission of rent or any other advantage given by the landlord to the tenant in consideration of the improvement. This provision seems to the Board to be absolutely fair and its repeal or restriction would affect most injuriously all *bonâ fide* improvement leases which are well understood in Malabar and have largely contributed towards the formation of plantations on which the prosperity of the country so much depends.

7. With regard to the explanation called for by Government in the last sentence of paragraph 6 (3) of its order as to the method of evading the law by permitting tenants to hold for a period beyond the term of their karnams and then persuading them to execute leases in which the trees are entered as landlords' improvements, the Collector states that it is impossible to get documents evidencing such evasions, but he quotes instances in illustration of the mode in which they are effected. Evasions of the law are reported to be prevalent in the Palghat taluk. Government suggested that protection might be afforded to the tenant by empowering him to appeal to the Collector to reduce his rent on the ground that he was by force or fraud induced to surrender his claim to improvements effected by himself. The Collector suggests that if any such power is reserved to the tenant, the application for relief should be made to the Civil Court, and in this suggestion the Board concurs.

8. The working of the Commissioners appointed by the Court under the Act seems to be generally condemned, but the cost of appointing official Commissioners would be prohibitive; some improvement might result from rules framed under section 392 of the Civil Procedure Code, but it seems to the Board that the Government must give the Courts its full confidence and rely on them to gradually check the vagaries of the Commissioners.

It is hopeless to expect that an Act of the kind can be satisfactorily administered by Courts hampered by arrangements specially designed to fetter their discretion in a manner which is not considered necessary for the regulation of the ordinary exercise of their judicial functions.

9. The practical difficulties in the way of giving effect to any legislative enactment for the regulation of renewal fees are probably insuperable and it is clearly useless to attempt it so long as mélcharths are allowed.

In paragraph 7 (1) of its order Government remarks that it is impossible to adopt a proposal to prohibit the grant of mélkánams or mélcharths, but the Board would invite attention to the remark made by its First Member that he found an

overwhelming preponderance of public feeling in Malabar in favour of a legislative declaration of the illegality of mélcharths. Failing this some good might result from the adoption of his suggestion to declare section 75 of the Transfer of Property Act inapplicable to them.

10. As the main alterations in the Act suggested by Government are open to so much objection, the Board would recommend that no steps should be taken for its amendment, and a strong additional reason for not moving further in the matter is to be found in the fact noted in the First Member's minute that the amendments proposed would not in the least degree operate to extend protection to the classes who now most suffer from rack-renting, viz., the cultivating tenants in the great grain-producing tracts whose position has been hardly touched by the Act, while even in the coast-planting tracts it has mainly operated to improve the position of intermediary capitalist kánamdárs who are well able to protect themselves.

In Malabar there are an infinite variety of tenures, and it may be that in some cases it is the duty of Government to take steps to guard against oppressive evictions, but this ought not to be attempted by means of an indiscriminating grant of exorbitant compensation for improvements, which would frequently work manifest injustice while barely touching the case of those who stand most in need of protection.

11. It is observed that the opinion of the Board is not now asked for with regard to the proposal to take measures to prevent the landlords from shifting to the tenants the whole burden of the new assessment, a proposal which the Government contemplate dealing with in connection with a separate Tenancy Bill.

(True Copies and Extract.)

(Signed) L. M. WYNCH,
Secretary.

To the Chief Secretary to Government, Judicial Department.
„ R. S. Benson, Esq., I.C.S. (on special duty).
Copy to the Collector of Malabar.

G.O., No. 44, Revenue, dated 26th January 1897.

A draft Bill for the repeal and re-enactment of Act I of 1887 (Madras), prepared in the Government office, is forwarded to the Honourable the Advocate-General, the Collector of Malabar and Mr. H. T. Ross for early remarks.

(True Extract.)

(Signed) G. STOKES,
Ag. Secretary to Government.

To the Advocate-General,
„ the Collector of Malabar,
„ H. T. Ross, Esq.,
} with Bill.

XI.

From G. W. DANCE., Esq., I.C.S., Acting Collector of Malabar, to the Secretary to Government, Revenue Department, dated Ootacamund, 30th April 1897, Ref. on C. No. 9, Confidl.

In reply to G.O., No. 44, Revenue, dated 26th January 1897, I have the honour to state that I kept the draft Bill for perusal at leisure. But I find that I am unable to make any comments on it, because I have no practical knowledge of the matter. I have however asked Mr. Harding to consult the District Munsifs of Palghat and Payoli and the retired Sub-Judge Krishnan. On receipt of their replies, a further report will be submitted.

Order thereon, No. 2382, dated 11th May 1897.

Recorded pending further report.

(Signed) G. STOKES,
Ag. Secretary to Government.

XII.

Letter from the Honourable Mr. V. BHASHYAM IYENGAR, Acting Advocate-General, to the Secretary to Government, Revenue Department, dated 10th May 1897.

I have the honour to acknowledge the receipt of G.O., No. 44, Revenue, dated the 26th January 1897, forwarding for remarks the Malabar compensation for Tenants' Improvements Bill, and to state that I forward my * remarks on the said Bill.

* Already sent with a copy of the Government Order on the 10th instant.

REMARKS on the draft Bill to secure to the tenants in the Malabar district compensation for the value of their improvements.

1. The title of the Bill may be slightly altered as follows :—

"A Bill to secure to tenants in the Malabar district compensation for improvements made by them."

2. As this Bill is intended to supersede and improve an existing Act, the preamble should be altered as follows :—

"*For* the word 'declare' *substitute* "better define."

SECTION 1.

3. The title of the Act may be altered as follows :—

"The Malabar Tenants' Compensation for Improvements Act."

The words "and shall come into force at once," which exist in the present Act, which was passed before the Madras General Clauses Act, 1891, may be omitted.

4. Between sections 1 and 2, insert the following new section :—

"1-A. Madras Act I of 1887 is hereby repealed."

SECTION 2.

5. I fail to see the object of defining the word "rent," nor do I see the utility of importing the definitions of "landlord" and "tenant" from the Bengal Tenancy Act into a Malabar Act applicable mostly to *Jenmis* combining in themselves the characters of mortgagors and landlords, and to *Kanomdars* combining in themselves the characters of mortgagees and tenants. I think that, for all practical purposes, this section may well be omitted.

SECTION 3.

6. The concluding words namely "or the product of any such work" which are added to section 3 (1) of the existing Act apparently in consequence of the decision in Indian Law Report 18, Madras Series, page 407, are unnecessary inasmuch as sections 7 to 9 of the Bill which define more precisely, than the existing Act does, the principle to be adopted in estimating improvements, render this addition unnecessary.

For the same reason "or the product of such works" may be omitted in sub-section 2.

Substitute the following for clauses (*h*) and (*i*) of sub-section (2) :—

"(*h*) The planting of fruit trees, timber trees and other useful trees and plants, and the protection and maintenance of trees and plants so planted."

"(*i*) The protection or maintenance of such trees and plants, the same having grown spontaneously, or having been planted by the landlord, or any previous tenant."

The above clauses have been recast so as to distinguish between the protection and maintenance of trees planted by the tenant himself, and the protection and maintenance of those spontaneously grown, or planted by the landlord or some previous tenant.

SECTION 4.

7. This section, as it now stands both in the Act and in the Bill, is restricted to tenants who are, or, are liable to be ejected from their holdings. The Bengal Tenancy Act from which this provision is taken relates to tenants who answer only to one class of tenants in Malabar. The present Bill is intended to apply to tenants who are *Kanomdars* against whom no decree in ejectment could be passed, but only a decree for redemption, and who may also, as plaintiffs bring against landlords, suits to enforce the repayment of the *Kanom* amount with the value of improvements by sale of the land demised on *Kanom*. If this section is intended to declare and define the law relating to the rights of tenants in Malabar to be compensated for improvements effected by them, its scope has to be considerably widened, care however being taken that the law is not declared in such a manner as to entitle the tenant to claim the value of improvements, from time to time, as he makes them. The section may be recast as follows :—

"4. Every tenant shall, notwithstanding any custom or usage to the contrary, or any contract made after the first day of January 1886, to the contrary, be entitled in the following cases to be compensated in the manner hereinafter provided for improvements made by him or his predecessor in interest and for which compensation has not already been paid.

(*a*) When such tenant lawfully quits, or surrenders the holding, or is ejected therefrom by a decree of Court or otherwise.

(*b*) When the landlord redeems the holding either by a decree of Court or otherwise.

(*c*) When the tenant becomes entitled to enforce the repayment of the debt due to him, by the landlord, on the security of the land comprised in his holding, which has been demised to him, by the sale of such land."

SECTION 5.

8. *Sub-section* (1) should be recast as follows :—

"(1) Whenever any Court passes a decree or order for the ejectment of a tenant from his holding, or for the redemption of the land comprised in the demise to the tenant, it shall determine the amount of compensation, if any, due to the tenant for improvements under this Act and shall make such decree or order conditional on the payment to the tenant of the amount so determined."

Sub-section (2).—The proviso to this sub-section should be omitted and in lieu thereof insert the following, namely, "and which the Court finds can be removed without substantial injury to the property comprised in the holding between "can be claimed" and "such tenant."

The phrase "if about to be evicted from his holding" may be omitted.

Insert the following between "Court" and "provided"—

"In a decree for ejectment or redemption which such Court may pass against the tenant."

Sub-section (3). This is taken from the Bengal Tenancy Act, and it seems to have remained almost a dead letter in Bengal. This sub-section may well be omitted.

9. Between sections 5 and 6, a new section 5-A should be inserted to provide for cases in which the landlord has paid to his immediate tenant the value of improvements.

" 5-A. Notwithstanding anything contained in section 5, no tenant against whom a decree in ejectment or for redemption is passed, shall be entitled to be paid by the decree-holder, compensation for any improvements made by him, for which compensation has been paid to the immediate tenant of such decree-holder or to any other person lawfully entitled to receive such compensation."

" Provided that nothing herein contained shall affect the tenants' right to recover such compensation from his immediate landlord."

SECTIONS 6 TO 10.

10. Sections 7, 8 and 9 are drafted so as to be exclusive of one another, though section 10 provides that one and the same improvement may at the option of the tenant be valued in any of the modes prescribed by sections 7, 8 and 9. Some of the explanations and illustrations appended to the sections are unnecessary.

SECTION 6.

11. This section may be omitted and the proviso to it enacted as a separate section after section 9 of the Bill.

SECTION 7.

12. This section as it now stands includes all cases in which the annual net produce is increased by reason of any kind of improvements. In regard to most of the improvements, the tenant could equitably claim only the cost of making such improvements. I therefore propose to limit section 7 to improvements of the nature described in clause (*h*) of section 3, by inserting the following words between " improvement," and " has," namely, " is of a kind described in clause (*h*) of section 3," and to deduct one-fourth of the capitalized value in favour of landlord on account of his proprietary right in the soil, which principle is practically recognized in clause (*c*) of the section and also in section 8. In the case of trees, the outlay upon improvements extends over a long period, and the tenant himself has to wait long before he reaps the benefit of his improvements. It will, moreover, be impracticable to assess the cost of such improvements, and sufficient inducement would be held out to tenants to make improvements in this direction only by securing to them a substantial portion of the capitalized value. But in regard to other improvements including reclamation, which also increase the produce of the land, the outlay is made once for all or in a limited time, and often bears but a small proportion to the capitalized value of the increase in the annual produce. And, as a general rule, the tenant reaps the benefit of his improvements in a substantial degree soon after such improvements are made. When the increase is due to the construction of tanks, wells, channels and dams, or to the conversion of dry into wet, and one-crop into two-crop lands, &c., there is no reason for departing from the main principle of compensating the tenant for improvements, by imposing upon the landlord the obligation of repaying the cost of such improvements to the tenant.

Clauses (*c*) *and* (*d*) may be omitted.

Clause (*c*) is inserted in the interests of the landlord so as not to burden him with the full amount of compensation as calculated by this section, when the actual cost of improvement as determined under section 9, is less, but it charges him with the latter amount *plus* the moiety of the difference between that amount and the higher amount as ascertained under section 7. Considering that under the amendment proposed, compensation is now limited to three-fourths of the capitalized value for the reasons mentioned, this clause and clause (*d*) are unnecessary. The explanation is superfluous as there can be no doubt that in calculating the net increase in the value of the annual produce, increased assessment consequent upon the improvements will have to be deducted from the gross value.

SECTION 8.

13. This section may be omitted and converted into a proviso to section 7 as follows :—

" (1) Provided that the tenant may, at his option, claim, as compensation for such improvement, three-fourths of the sum which the trees or plants might reasonably be expected to realize, if sold by public auction to be cut and carried away."

(2) Provided also that when such trees or plants are immature, the tenant may, at his option, claim as compensation for such improvements, the cost of making such improvements as defined in section 9."

In the case of trees of spontaneous growth section 8 provides that the tenant shall be entitled to half their market value. I think it is wrong, in principle, to award compensation to the tenant in respect of such trees in the same manner as for trees planted and reared by him. Both under the customary law of Malabar and the existing Act, he is not entitled to claim anything more than the actual cost of protecting them and this would be secured to him under section 9 of the Bill.

Illustrations.

In illustration (1) for the words " between 20 and 30 years " substitute " about 20 years." After the words " 40 years " add the following " having regard to the accidents and diseases to which cocoanut trees are subject." Between the words " will " and " probably " insert the following " having regard to the same considerations."

Clause (*c*) having been omitted, omit the words " and that the cost of making the improvement was Rs. 2–12–0."

For the same reason, omit the two sentences after the figures " 3–15–11," and substitute the following " the compensation to be awarded is three-fourths of Rs. 3–15–11 or Rs. .

Illustration (2) is just the same as illustration (1) and may be omitted.

Illustration (4) also should be omitted as the section is now limited to improvements of the kind mentioned in clause (*h*) of section 3.

Illustration to the 1st proviso.

For " (section 10)" substitute " [proviso (1).]"

For " explanation to section 8 " substitute " proviso (1)."

Add the following illustration as—

Illustration 4 to section 7, namely, " the first paragraph of illustration (1) to section 8 of the Bill."

14. *Section* 8.—This is to be entirely omitted.

15. *Section* 9.—As already stated in the remarks under section 7, compensation for all improvements other than trees planted by the tenant will be governed by this section.

Omit the words " and 8 (1)."

For the last sentence in paragraph (1) of section 9, substitute the following :—

" Such cost means the cost at the time of the valuation of the labour (including supervision) and of the materials and of other expenditure, if any, employed, used or incurred in making the improvement."

The materials being valued in their present condition, no provision is necessary for any deduction on account of deterioration.

The proviso is, I think, objectionable as it is calculated to encourage speculative improvements.

The explanation and the illustrations are unnecessary.

16. *Section* 10.—Omit section 10 and substitute the following which is substantially the proviso to section 6.

" When, under an express agreement, any reduction or remission of rent or any other advantage has been given by the landlord to the tenant in consideration of any improvement made or to be made by the tenant, the Court may, on account of such reduction, remission or advantage make such deduction from the compensation to be awarded as, under all the circumstances of the case, may be reasonable."

The explanation to the proviso to section 6 is unnecessary as the proviso has been amended and made clear so as to dispense with the explanation.

17. *Section* 11.—Insert the words "section 7 of" between "of" and "this." After "shall" omit the rest of the paragraph and insert "be deemed to be 6 per cent. per annum."

18. *Section* 13.—Clause (*a*) of sub-section (1) to section 13 and the corresponding portion of the 3rd schedule will be unnecessary, if section (7) as above limited is adopted.

Sub-section (2) and Schedule IV may be omitted, for the principle of calculation has been defined in sections 7 and 9 and Schedules 2 and 3 give the necessary facilities for assessing the compensation.

Sub-section (3) is really no proviso for there is nothing in the section precluding the Court from awarding compensation for the purposes mentioned in the proviso.

Illustrations are also unnecessary.

19. *Section* 16.—Omit this section as it is practically adopted in the amendment of section 4.

20. *Section* 17.—Substitute "other than under the provisions of" for "other than those dealt with by."

21. The Schedules to the Bill and the illustrations to the various sections are too elaborate for what is comparatively a simple Bill. The very facilities intended to be afforded by the Schedules and the Illustrations, in working the Act, may be found embarrassing when the Act has to be practically worked. After the Bill is revised with reference to any suggestions made by the gentlemen to whom the Bill has been referred for remarks, it will be desirable to scrutinize the wording of the Bill carefully.

XIII.

Letter from H. T. ROSS, Esq., Officer on Special Duty, to the Secretary to Government, Revenue Department, dated Ootacamund, 7th June 1897.

In reply to Government Order, Revenue Department, No. 44, dated 26th January last, I have the honour to submit the following remarks on the draft Bill for the repeal and re-enactment of Act I of 1887 (Madras).

2. *Section* 3.—In sub-section (1), I would omit the words "or the product of any such work"; and, in sub-section (2), the words "or the product of such works." It is the work itself be it the digging of a well, the reclamation of land from a back-water, the clearance of jungle, or the planting of trees which is the improvement. The product of the work is, at the most, only a factor to be taken into account in estimating the *value* of the improvement.

In sub-section (2), I would omit clause (*c*). The preparation of land for irrigation has to be done by the holder of wet land as a matter of course; and such ordinary work as the turning up, levelling and ridging of land for wet cultivation ought not to rank with genuine improvements.

In sub-section (2), I would also omit clause (*d*). The conversion of one-crop into two-crop land can only be effected by such works as those included in clauses (*b*) and (*f*), which will themselves be the proper subjects of compensation.

In sub-section (2), I would also omit clause (*i*). As decided in I.L.R., VIII, Madras, 284, the customary law of Malabar does not entitle the tenant to claim, under the head of improvements, compensation for trees of spontaneous growth. Nor does any sufficient reason appear why compensation should be granted for the mere protection and maintenance of such or, indeed, of any trees.

In clause (*h*) of sub-section (2), I would accordingly substitute the word "and" for "or." It is the *duty* of the tenant to protect and maintain the fruit trees and other useful trees already on his holding, and his failure to do so would constitute waste. It is only the planting, protecting and maintaining of fresh trees something *newly* done and which adds to the value of the holding, which can be properly treated as an improvement. Further, if the mere protection and maintenance of a tree be

classified as an improvement, and if the scheme of section 7 of the Bill be preserved, difficulties may arise on a change of tenant. For, under that scheme, in calculating compensation, the cost of protecting and maintaining a tree for its whole future fruitful life is taken into account in settling with the evicted tenant; and how is it to be again taken into account in settling with the next tenant?

To section 3 I would add the following explanations taken from the Travancore Jenmi and Kudiyan Regulation of 1071:—

"*Explanation I.*—The term 'improvement' does not include such clearances, embankments, levellings, enclosures, temporary wells and water-channels as are made by tenants in the ordinary course of husbandry and without any special expenditure."

"*Explanation II.*—No work executed by a tenant shall be deemed to be an improvement for the purposes of this Act if it substantially diminishes the value of any other part of his landlord's property."

The former explanation is advisable to guard against any misinterpretation of the real intention of clauses (*b*), (*f*) and (*g*). The latter explanation is necessary to meet the case of works which, though they may add to the value of the particular holding and are therefore improvements within the definition of the term, nevertheless affect injuriously the landlord's estate.

3. *Section* 5.—To sub-section (1) I would add the proviso: "All arrears of rent due by the tenant at the date of execution of the decree or order shall be set off against the amount of the compensation for improvements ordered to be paid." This will carry out existing Malabar Law as enunciated in I.L.R., VIII, Madras, 381 and 415; and without such a provision, undue advantage might be given to the Malabar tenantry, whose habitual practice it is to pay no rent until eviction.

I would omit sub-section (2) altogether; and, as sub-section (2), I would substitute the proviso to section 6, omitting the words "provided that" and the explanation which seems unnecessary. It is sufficient to leave to the Court its ordinary power of directing the defendent to remove buildings, &c., which are not improvements, if so prayed for by the plaintiff. But if the plaintiff-landlord does not pray for their removal, and is willing either to let them remain or remove them himself, why should he not be at liberty to do so? Why should the tenant who has placed things which are not improvements on the land receive any consideration in the matter?

4. *Sections* 7 *to* 14.—I would omit sections 11, 12, 13 and 14; and for sections 7, 8 and 9, I would substitute the following:—

"7. The compensation to be awarded for an improvement of the kind specified in clause (*a*), (*b*), (*e*), (*f*) or (*g*) of sub-section (2) of section 3 shall be the estimated full cost of making such improvement, less a reasonable deduction on account of such deterioration, if any, as has taken place from age, wear and tear, or other cause."

"8. The compensation to be awarded for an improvement of the kind specified in clause (*h*) of sub-section (2) of section (3) shall be—

(*a*) in the case of fruit trees which have not come into bearing, the estimated cost of planting, protecting and maintaining the same to date of valuation;

(*b*) in the case of fruit trees which have come into bearing, three-fourths of the capitalized value of the produce of the same, such value to be determined by taking, as nearly as may be, the value on the spot (after deducting the cost of protection and maintenance and the Government assessment, if any) of the average annual produce of the trees for their probable future fruitful life, and then ascertaining the present value, at 6 per cent. per annum, of an annuity of that amount for that number of years;

(*c*) in the case of timber trees and useful trees and plants other than fruit trees, either three-fourths of the sum which the same might be expected to realise if severed from the land and sold by public auction on the spot, less the cost of such severance, or the estimated cost of planting, protecting and maintaining the same to date of valuation, whichever is the greater.

Provided that no compensation shall be payable for any tree or plant which has not been protected and maintained up to date of execution of the decree or order under which compensation is awarded."

These sections, it will be observed, embody in the main the general principles on which compensation is regulated by the Bill under criticism, that is to say, the criterion in the case of productive trees is to be the capitalised value of their future produce, and in the case of other improvements, the estimated cost of the work; but they avoid the presumptions with which the Bill is hampered in its sections 11, 12 and 13 and their accompanying schedules; they leave the Courts more latitude in dealing with the very varying local conditions obtaining in Malabar, and they follow the simpler plan of the Travancore Regulation (V of 1071) in referring directly and specifically to the various classes of improvements catalogued in section 3 of the Bill.

The presumptions in sections 12 and 13 are, in my opinion, futile in view of the varying circumstances in different parts of Malabar—circumstances under which the old customary rate of compensation for a full-bearing cocoanut tree varied from Rs. 8 in Chowghaut to 8 annas in Calicut for the best sort; these presumptions would almost invariably be contested by one or other party, generally by both; and the fluctuations in prices from time to time would, if any attempt at preserving equitableness in the awarding of compensation is to be made, necessitate such frequent altering of the schedules, under section 14, as to be irksome and disturbing to landlords and tenants alike. The whole scheme of sections 7, 11, 12, 13 and 14, with their accompanying schedules is too elaborate and aims at too much in the way of precise direction to the Courts, and is, I fear, more calculated to bewilder the ordinary Malayali than to simplify matters for him in respect of the most common class of improvements—productive trees. The principle of compensating the tenant for such improvements by giving him the capitalised value of their future produce is no doubt sound, inasmuch as this fairly represents the increased value of the holding, to the jenmi, for letting purposes; but in arriving at that value it seems only right and equitable that the Courts should be guided by the local data as to prices and cost of cultivation, and no advantage appears to be gained by hampering them with an arbitrary set of presumptions in the matter. Nor, in arriving at that value, does any necessity appear for prescribing any but a reasonable fixed rate of interest, which is a matter standing on a different footing from such data as actual prices and cost of cultivation. I would accordingly fix the rate of interest, in calculating the capitalised value of such improvements, at the usual Court rate of 6 per cent. per annum, which is reasonable and will simplify matters considerably.

I would certainly follow the Travancore Regulation (V of 1071) in awarding only three-fourths of the capitalised value of the future produce in the case of productive trees. So much of the productiveness of trees in Malabar is due simply to the jenmi's soil, which is peculiarly favoured by nature in that fortunate district, that some reasonable allowance, such as one-fourth; should be made in favour of the jenmi's contribution, so to speak, towards the improvement. This seems to be the principle on which a similar deduction is made in the case of timber trees in the Bill itself. A proviso against deterioration of the trees by the tenant's neglect between decree and execution is necessary in the interests of the jenmi, and is in accord with the ruling at I.L.R., XX Madras, 124, where reclamation has to be done as a preliminary to plantation, such reclamation, not being planting, protection or maintenance, has of course to be compensated in itself as a separate work, and the provision in sub-section (3) of section 13 of the Bill appears to be unnecessary.

In the case of the works dealt with by section 9 of the Bill, I am unable to see why extra compensation should be awarded for special risk of unremunerative outlay.

Section 10 of the Bill appears to be unnecessary.

5. Section 15 is very necessary. There is good ground for believing that, in North Malabar particularly, the high rates of compensation awarded under the existing Act have induced over-planting to the detriment of the real interests of the district.

The last clause of section 16 will go, if sub-section (2) of section 5 be omitted, as I propose.

XIV.

From G. W. DANCE, Esq., Acting Collector of Malabar, Calicut, to the Secretary to Government, Revenue Department, Ootacamund, dated Calicut, 11th June 1897, No. 9.

In continuation of my letter, dated 30th April last, Ref. on C. No. 9/Confdl., I have the honour to state that I have now received the replies of the retired Sub-Judge Krishnan and the District Munsifs of Palghat and Payoli. Their remarks are subjoined:—

District Munsif, Palghat, M.R.Ry. B. Camaran Nair.—"While in the body of the Bill and the preamble the word used is 'compensation,' the use of the term 'value' is calculated to create difficulties, as was the case in the use of the term 'market-value' in Act I of 1887."

District Munsif, Palghat.—"Section 3, clause 1, I think requires a further extension. There are certain classes of improvements, such as the planting up of a portion of a paddy land. In such cases, it may be contended that the planting was neither suitable to the holding nor consistent with the purpose for which it was let. The conversion of a portion of a paddy land into a cocoanut plantation is *primâ facie* unauthorized on the part of the tenant; but in the low sandy districts, where cocoanut planting is more advantageous than paddy cultivation, there are circumstances which justify cocoanut planting. In such cases where the landlord has, for a number of years, acquiesced in the act of the tenant it is an improvement and compensation must be paid for it on eviction. I think this principle of acquiescence should be imported into the section. In making this suggestion, I have only followed a ruling of the Madras High Court in a Malabar case."

M R.Ry. E. K. Krishnan.—"Section 3 (1). I think the landlord should have the right of specifying what improvement is *suitable to the holding*." "I also think that the landlord should have the option of reserving to himself the right of planting certain trees, for instance, grafted mangoes and other fruit trees on lands leased out to the tenant."

District Munsif, Palghat.—"Section 5 corresponds with the corresponding section of Act I of 1887. In the course of my experience, I have found the drafting of the decree strictly in conformity with the section to work hardship on the tenant. A landlord brings an ejectment suit; the tenant claims compensation for improvements; after a great deal of litigation and trouble, the tenant gets an award from the Court. In conformity with the section, the decree directs that 'on payment of Rs. for compensation for improvements, the defendant restore the property and improvements to the plaintiff and pay future rent till restoration.' Under the terms of such a decree the defendant (tenant) is no decree holder. He is not competent to take out execution or compel the landlord (plaintiff) to deposit or pay the sum awarded for compensation for improvements. There is nothing to prevent the plaintiff from taking out partial execution of the decree for recovery of rent from year to year and evade taking out execution so far as the recovery of the property is concerned. The position of a tenant with an ejectment decree against him, and which the landlord successfully evades to execute for a number of years, is one of great hardship. This, however, is the position to wh ch the section in question drives a tenant. The decree for ejectment may be kept alive for any number of years by mere applications to execute it. The improvements will be neglected because of the uncertainty of the tenure and the apprehension of the execution of the decree hanging on the head of the tenant at any time, and a revaluation takes place some years after at the instance of the landlord, much to the disadvantage of the tenant. I think the section must be drafted so as to entitle the tenant also to take out execution or a period must be fixed in the decree within which the plaintiff can sue out execution as in the case of a decree for redemption of mortgage."

M.R.Ry. E. K. Krishnan.—"Section 8 (1). I think that considering that the tenant had little or no trouble to undergo regarding trees of spontaneous growth, he should have only one-fourth of the auction value on the spot. As regards the planted trees, I shall allow only half the value."

District Munsif, Palghat.—"Sections 12 and 13 and the corresponding schedules appear to me to be introducing unnecessary details. These may be left to the Courts as proper subjects for investigation in each case. It is not possible to fix the price of cocoanuts, paddy and pepper in a legislative measure. The prices vary according to localities and seasons. If necessary, the Government can make rules in this connection and the Collector can be requested to furnish the Courts with statements of the prices from time to time."

2. The District Munsif, Payoli (M R.Ry. V. Raman Menon), states that he has carefully gone through the draft Bill and considers that no provision contained in it is objectionable.

3. All the officers consulted are of opinion that the Bill is an improvement on Act I of 1887.

XV.

READ—the following G.O., No. 588, Revenue, dated 11th October 1898:—

Read—again G.O., No. 249, Revenue, dated 3rd May 1898.

ABSTRACT.—Considering that the amendment of Act I of 1887 (Madras) need not be carried out by a separate enactment, but should form part of the Malabar Tenancy Bill, and directing that the provisions of the amending Bill, which have been approved by Government, be embodied in the draft Malabar Tenancy Bill.

Read—also the following letter from DENZIL IBBETSON, Esq., C.S.I., Secretary to the Government of India, Department of Revenue and Agriculture (Land Revenue), to the Secretary to the Government of Madras, Revenue Department, dated Simla, the 30th May 1898, No. 1042—170-2:—

I am directed to acknowledge receipt of your letter, No. 2066, dated the 12th instant, in which it is proposed that the amendment of the Malabar compensation for Tenants' Improvements Act (I of 1887, Madras) shall be undertaken as part of the General Malabar Tenancy Legislation, for which a draft Bill has been prepared by the late Mr. Ross, and will, the Madras Government understand, be submitted to them immediately.

2. I am to say in reply that the Government of India have heard with great regret of Mr. Ross's sad and untimely end. They do not know whether this event will in any way delay the progress of the proposed legislation. But I am once more to urge strongly upon the Governor in Council that, unless there is a practical certainty of the Malabar Tenancy Bill being passed within the current year, the compensation question should be dealt with separately and at once.

3. The importance of such immediate action as may be possible towards placing the relations between landlord and tenant in Malabar upon a more satisfactory footing has already been pressed upon His Excellency in Council in my letters noted in the margin and it would appear from Madras G.O., No. 44, Revenue, dated 26th January 1897, that a Bill for the amendment of the compensation law was actually in print nearly eighteen months ago. The Bill in question is short, and apparently not of a contentious nature; while the general tenancy proposals for Malabar must necessarily present for decision many points of the much complicated and difficult nature. And the Governor-General in Council is strongly of opinion that, unless reasons to the contrary exist which have not been brought to his notice, it would be unwise to delay for more than a few months a measure which, if at best only a palliative, may still be expected to ameliorate a state of affairs which may at any future moment lead, as it has done in the past, to riot and bloodshed.

No. 2502—236-5, dated the 29th August 1895.
No. 560—121-2, dated the 17th March 1897.

ORDER—No. 588, Revenue, dated 11th October 1898.

Miscellaneous.

In view of the opinion expressed in the concluding portion of the letter from the Government of India read above, the Government resolves to proceed separately and at once with the amendment of the Malabar compensation for Tenants' Improvements Act I of 1887. Accordingly the draft Bill which has been prepared in amendment of that Act will now be submitted to the Government of India and the Secretary of State.

2. The draft will meantime also be communicated to the Board of Revenue, the Hon'ble the Advocate-General and the Hon'ble Mr. Winterbotham for favour of any remarks they may desire to make thereon.

(True Extract.)

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

To the Board of Revenue (Land Revenue).
„ the Hon'ble the Advocate-General.
„ the „ Mr. Winterbotham, I.C.S.
„ the Legislative Department.

Government of Fort St. George.

LEGISLATIVE DEPARTMENT.

PAPERS

(No. 1.)

RELATIVE TO

The Malabar Compensation for Tenants' Improvements Bill.

Contents:

(1) G.O., No. 2374, Judicial, dated 1st October 1894.
(2) The Advocate-General's opinion, dated 14th November 1894.
(3) Letter from the High Court, dated 27th November 1894.
(4) Letter from the Inspector-General of Registration, dated 8th January 1895.
(5) Letter from the High Court, dated 26th February 1895.
(6) Note by Mr. H. M. Winterbotham.
(7) G.O., R. No. 903, Judicial, dated 12th August 1895.
(8) Letter from the High Court, dated 27th August 1895.
(9) Letter from the High Court, dated 18th October 1895.
(10) Board's Proceedings, No. 38 (Press), dated 29th January 1896.
(11) Letter from the Collector of Malabar, dated 30th April 1897.
(12) Advocate-General's opinion, dated 10th May 1897.
(13) Letter from Mr. H. T. Ross, dated 7th June 1897.
(14) Letter from the Collector of Malabar, dated 11th June 1897.
(15) G.O., No. 588, Revenue, dated 11th October 1898.

GOVERNMENT OF MADRAS.

LEGISLATIVE DEPARTMENT.

Read—the following papers:—

G.O., No. 736, Revenue, dated 3rd December 1898.

Abstract.—Transferring, for the necessary action, a Bill to secure to tenants in the Malabar district compensation for improvements.

From the Government Solicitor, Madras, dated 21st November 1898, No. 563.

Abstract.—Forwarding the following opinion of the Advocate-General, dated 21st November 1898:—

[The Bill to secure to tenants in the Malabar district compensation for improvements.]

I desire to offer the following observations with reference to this Bill:—

Clause 3 (1) *and* (2).—These definitions are the same as in Act I of 1887. It might be advisable to make it clear as to whether, for the purposes of the Act, the relation of landlord and tenant exists between mortgagor and mortgagee as defined in section 58 of the Transfer of Property Act. The special Malabar tenures, though they are in the nature of mortgages, are not pure mortgages. According to the Indian law, it would seem that a mortgagee in possession cannot charge the mortgagor for making improvements on the mortgaged property—see section 72 of the Transfer of Property Act and 19 Madras, I.L.R., 327. In this respect the Indian law differs from the English. As to the English law see for example *Shephard* v. *Jones*, 21 Ch. D., 469.

Clause 4 (1)—*Explanation.*—I presume the explanation is meant to apply to the landlord's property *generally*, and not merely to "any other part of the landlord's property" *in the tenants holding*. If it is *not* intended to apply generally, some such words as "*in the tenants holding*" should be added.

Clause 4 (2) (*g*).—This is taken from the old Act, but the words seem somewhat wide. They would cover "fancy" renewal or reconstruction. I would suggest that some such words as "necessary for the protection of the property" should be added.

Clause 6 (4).—This provision is new, but it seems to be in accordance with the decisions reported in I, Madras H.C. Reports, 112, 21 Madras, 138, and 20 Madras, 124.

Clause 8.—The decisions under the old Act are to the effect that a tenant is not entitled to the capitalized value of the produce of trees for the period of life of those trees—see 13 Madras, 454, 18 Madras, 407, 19 Madras, 384. The new provisions with reference to compensation will effect an important alteration in the law in favour of the tenant. But this is obviously the intention of the Legislature. The computation of compensation under this clause involves somewhat elaborate calculations, but

I take it that no simpler method of calculation can be devised. It certainly seems desirable to put an end to the uncertainties to which the old Act has given rise by providing fixed rules for the ascertainment of the amount of compensation.

(Signed) C. ARNOLD WHITE,
Advocate-General.

To the Secretary to Government, Revenue Department.

Endt. Mis. No. 4810, Revenue.

Transferred to the Legislative Department.

(Signed) N. E. MARJORIBANKS,
Ag. Under Secy. to Govt.

7th December 1898.

From J. M. MACPHERSON, Esq., C.S.I., Secretary to the Government of India, Legislative Department, to the Secretary to the Government of Madras, Revenue Department, dated Simla, 2nd December 1898, No. 1927.

I am directed to acknowledge the receipt of your letter, No. 589, dated the 11th October 1898, addressed to the Secretary to the Government of India, Revenue and Agricultural Department, and forwarding, with copy of a despatch to the Secretary of State for India, dated the 12th idem, the draft of a Bill to secure to tenants in the Malabar district compensation for improvements, which it is proposed to introduce in the Council of the Governor of Fort St. George for making Laws and Regulations.

2. In reply, I am directed to state that the Government of India approve of the Bill, and that, as clause 16 renders necessary, the previous sanction of the Governor-General under section 5 of the Indian Councils Act, 1892 (55 & 56 Vict., c. 14), that sanction has been obtained and is hereby conveyed.

3. I am at the same time to communicate the following remarks and suggestions for the consideration of the Government of Madras before the Bill is introduced in Council:—

(1) *Clause* 4 (1).—The addition of the words "or the product of any such work" seems unnecessary in view of the elaborate provisions of clauses 8 and 9.

(2) *Clause* 8 (*c*).—It might be simpler if this clause were to fix the compensation to be awarded as "three-quarters of such sum added to one-quarter of such cost." This is in effect what the clause now does, but it seems desirable to express it as plainly and intelligibly as possible.

Endt. Mis. No. 4766, Revenue.

Transferred to the Legislative Department.

(By order.)

(Signed) N. E. MARJORIBANKS,
Ag. Under Secy. to Govt.

Fort St. George,
5th December 1898.

Order—No. 80, Legislative, dated 10th December 1898.

The alterations in the explanation to sub-section (1) of section 4, suggested by the Advocate-General, and in sub-section (1) of section 4 and in clause (*c*) of section 8, suggested by the Government of India, are approved.

2. As regards the Advocate-General's remarks on clauses (1) and (2) of section 3, the Government considers that it will be sufficient if an explanation be added to the definition of "tenant" in clause (1) of section 3, to the effect that a mortgagee under clauses (*c*), (*d*) and (*e*) of section 58 of Act IV of 1882 (India) is not a tenant.

3. Under rule 33 of the rules for the conduct of business at the meetings of the Council of the Governor of Fort St. George for making Laws and Regulations, His Excellency the Governor is pleased to direct the publication of the Bill * as thus amended, together with the Statement * of Objects and Reasons, in English and in Malayalam.

4. The Hon'ble Mr. H. M. Winterbotham will be requested to take charge of the Bill.

(True Extract.)

H. TREMENHEERE,
Secretary to Government.

To the Revenue Department.
" Hon'ble Mr. H. M. Winterbotham.
" Superintendent, Government Press.
" Malayalam Translator to Government.
" Hon'ble Members of the Legislative Council.

* Printed separately.

Exd. C. M. Thumboswamy

Government of Fort St. George.

LEGISLATIVE DEPARTMENT.

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PAPERS

(No. 2.)

RELATIVE TO

The Malabar Compensation for Tenants' Improvments Bill.

G.O., No. 80, Legislative, dated 10th December 1898.

GOVERNMENT OF MADRAS.

LEGISLATIVE DEPARTMENT.

Read—the following paper:—

Proceedings of the Board of Revenue (Land Revenue), No. 333, dated 3rd December 1898.

Read—the following paper:—

G.O., No. 588, Revenue, dated 11th October 1898.

Resolution—No. 333, dated 3rd December 1898.

The Bill forwarded by Government is unaccompanied by any Statement of Objects and Reasons, but the Board presumes that the main object held in view is that propounded by the Malabar Land Tenures Committee, viz., the check of capricious evictions and the control of the monopoly of lands at present enjoyed by the landlords of Malabar. The view taken by a distinguished member of that committee, Sir Philip Hutchins, was that the real safeguard against arbitrary eviction is to be found in the award to tenants of fair compensation for any improvements which they effect, the true measure of such compensation being in his opinion the difference between the present market value of the land in its improved condition and what would have been its present value if it had remained in its former condition. In the letter printed in G.O., No. 2530, Judicial, dated 11th December 1891, Mr. Winterbotham, as Collector of Malabar, assigned reasons for the view that the table of rates framed by the High Court and now in force in Malabar fails to secure to the tenant the full market value of his improvement. When this letter was referred to the High Court for remarks the Judges quoted the ruling in I.L.R., Madras XIII, 454, and urged that it was open to any tenant to show that in the special circumstances of his case the market value is higher and that the rate specified in the table should be raised. In the particular case dealt with in the ruling quoted, it was held that in the absence of evidence as to the actual market value of the improvement the tenant should only receive the actual cost of effecting it. It was further laid down that when calculating the value of an improvement, the courts are bound to take into consideration the period of time during which the tenant has enjoyed the enhanced produce resulting from such improvement without paying additional rent. Incidentally it was held that a landlord's failure to enhance the rent on the expiry of the ordinary period of redemption of the kanom, viz., 12 years, must be taken to imply an intention to confer an advantage on the tenant by way of compensation for the labour and capital expended by him on the holding. As the Board understands, the chief objection taken by the local officers to the present Act (I of 1887) is that the difficulty of adducing satisfactory evidence to prove the actual market value of an improvement, coupled in certain cases with the ignorance of the tenant that such evidence is required, has in the light of the ruling just quoted, produced the effect of nullifying the provision contained in clause (I) of section 6 which was intended to secure to the tenant the *full* value of the improvement effected by him.

2. It remains to be seen whether this defect in the existing law will be remedied by the passing of the Bill referred for the Board's consideration and whether the provisions of the Bill are in any other respect open to criticism.

Sections 3 to 5 practically correspond with sections 2 to 4 of the existing Act, the modifications contained in sub-section (2) of section 4 and sub-clause (i) of the same sub-section being a distinct improvement. The explanation to sub-section (1) of the same section, however, appears open to the criticism that it bars the grant of compensation under the Act for an improvement to a holding if made up of (*a*) an increase in the value of one part of the landlord's property diminished by (*b*) a substantial reduction in the value of another part. Thus supposing a tenant converts a cultivable portion of his holding into an embankment to protect the remaining portion from inundation or into an irrigation channel designed to convert the rest of the holding from dry to wet, the embankment and the channel so constructed would apparently fall within the category of "improvements," but no compensation could be granted in respect of them under the Bill.

3. Section 6 varies considerably from section 5 of the existing Act, but the Board observes with satisfaction that the proviso to sub-section (3) expressly negatives the ruling that the landlord's omission to revise the rent on the expiry of a kanom clearly implies an intention to confer an advantage on the tenant which must, under explanation (*c*) to section 6 (1) of the present Act, be set off as part compensation for improvements effected by the tenant. It may perhaps be urged that section 6 (3) of the Bill will permit a landlord to deprive a tenant of compensation to which he is justly entitled by arranging at the commencement of the lease for a so-called "reduced" rent in consideration of improvements to be made in the future. The Board does not consider, however, that it would be possible to frame the law more favourably to the tenant without putting a complete stop to improvement leases and causing grievous detriment to landlord and tenant alike. Sufficient safeguards are to be found in the facts that the matter is no longer left to implication, for there must be an express agreement in writing between the parties that the landlord cannot demand a deduction on this account as a matter of right, and that the discretion accorded to the courts is limited to the deduction of such sum as under all the circumstances of the case may be reasonable. While, however, the Board admits the necessity of these safeguards so far as future leases are concerned, it doubts the propriety of rigidly enforcing them with regard to leases executed prior to the passing of the Bill, and considers that discretion should be given to the courts to allow agreements of the character contemplated to be proved otherwise than by production of a written document.

4. Sections 8 to 13 lay down specific rules as to the calculation of the compensation to be awarded and these effectually meet the main difficulty referred to in paragraph 1 *supra*; for where, as is so frequently the case, satisfactory evidence as to the change in the market value of a holding is not forthcoming, the courts are bound to award compensation at rates which cannot be described as unfavourable to the tenant. The onus of proving that the value of the improvement exceeds the initial cost of effecting it is no longer cast upon the tenant.

5. As to the considerations upon which the division of the value of an improvement between the landlord and the tenant has been fixed in section 8 the Board has not been furnished with detailed information, but it presumes that the main principle held in view is that the tenant is entitled to the larger share of the profit in consideration of the fact that he takes the whole of the risk. It appears to be considered that the tenant is reasonably entitled to reap the full benefit accruing from an improvement during the period of his tenancy, and that if he is then evicted, he is further entitled to recover the present value of the improvement if it is still subsisting, unless that value exceeds his initial outlay, in which case a portion is assigned to the landlord. The tenant is not necessarily entitled to recoup his initial outlay for in the case of an improvement which is not particularly profitable, it would be obviously unfair to require the landlord to pay anything in excess of its present value. If on the other hand the improvement is a particularly profitable one, it is a fair assumption that a portion of the excess value is due to the natural advantages of the land rather than to the labour, skill and judgment of the tenant. It is impossible to apportion the two shares accurately in such a case and an arbitrary division is necessary. The proportion adopted by Government is three shares to the tenant and one to the

landlord. This is undoubtedly much in favour of the tenant for it must be remembered that he may already have enjoyed the annual profits reaped from the improvements for several years and thus recouped the whole of its original outlay before becoming eligible to receive compensation. On the other hand the landlord will suffer no loss, for he will get at least 6 per cent. on the money which he is required to pay as compensation.

6. The subject is one which presents many difficulties, but after devoting much consideration to it, the Board has come to the conclusion that the division adopted in the Bill will be open to grave objection unless some modification be introduced for the purpose of preventing the grant of exorbitant compensation, and meeting the criticism that under the Bill the owner of a field will be mulcted in direct proportion to the fertility of the soil rented by his tenant. Objection has already been taken on this ground in paragraphs 4 and 10 of Board's Proceedings, No. 38, dated 29th January 1896, and the Board desires to reiterate the arguments against the indiscriminate grant of exorbitant compensation, which are set forth in those paragraphs and in the minute of the Board's First Member printed in the same proceedings. It considers that on the whole the most satisfactory way of meeting the difficulty will be to fix a limit to the amount of compensation ordinarily admissible the courts being entrusted with a discretionary power to award more in cases in which it is proved that the increase in value resulting from the improvement is due to exceptional skill or brilliancy of conception on the part of the tenant. It may fairly be assumed that a reasonable expectation of a return of 18 per cent., on the necessary outlay would induce a tenant to effect a given improvement, and any profits in excess of this amount would ordinarily be due to the exceptional fertility of the soil or to other conditions not in any way the result of the tenant's action. The tenant could not therefore justly complain if, as the Board would propose, the compensation ordinarily payable to him were limited to an annuity equal to 18 per cent. on the cost of effecting the improvement, such annuity being capitalized at 6 per cent. This would enable the tenant who had already enjoyed the full profits of his improvement during the period of his tenancy to obtain for the rest of his life, by a safe and easy investment at 6 per cent., an income equal to 18 per cent. on his outlay in effecting the improvement, and this annuity he would be able to leave to his heirs.

7. The limit now proposed would in other words be expressed in the condition that the compensation awarded must not exceed three times the initial cost of effecting the improvement. That the provisions of the Bill might lead to the grant of compensation at exorbitant and unequal rates is clear. Thus, the compensation ordinarily admissible for a single arecanut tree brought into bearing at a cost of As. 2–6, artificial irrigation being unnecessary (*vide* schedule III) may under schedule IV, table III, amount to as much as Rs. 4–6–2 or 28 times the initial outlay; this figure, as will be shown in paragraph 9 *infra*, is in fact below the mark, for under section 8 the compensation would be nearly Rs. 6–8–0, or almost 42 times the outlay. But if artificial irrigation be employed the court will presume the cost of rearing to be As. 12 and the maximum compensation would be Rs. 5–14–6 or less than eight times the initial outlay. This is, of course, an extreme instance, but similar results will be obtained if more probable cases are dealt with.

8. Section 9, clause (1), appears open to similar objections on the ground of the exorbitant nature of the compensation held to be admissible, unless the Board misapprehends the effect of it. Thus, to take the case of a holding near a rising town with a brisk demand for building timber upon which half a dozen large teak trees were growing at the time when the tenancy commenced, the tenant expends little or nothing on the protection or maintenance of such trees, but that trifling expenditure constitutes an improvement under section 4 (2) (i), while he would be entitled under section 9 to receive half their value on vacating the holding. possibly a sum of several hundred rupees. In the instances dealt with in both the preceding paragraphs the limit suggested in paragraphs 6 and 7 would effectually prevent the grant of the exorbitant compensation otherwise admissible.

9. The remaining sections for the most part lay down presumptions as to the value of various articles of produce, cost of cultivation, &c., and are acceptable as they

ensure the uniformity of valuation in case the evidence is meagre. The Board is presumably not desired to verify the general accuracy of the rates now proposed, but the attention of Government will be invited to the fact that an examination of the entries in schedule IV, tables II, III and IV shows that they have been drawn up on the hypothesis that the landlord and tenant should receive *equal* shares of the difference between the value of a valuable improvement and the initial outlay incurred, instead of shares in the ratio of 1 : 3 as provided in section 8 (*c*) of the Bill. While referring to the tables the Board would also suggest that the labour imposed upon appraisers would be greatly simplified, without really increasing the risk of error if a considerable reduction were made in the number of the groups in which trees are classified with regard to their productive capacity and period of bearing.

10. The only other remark which suggests itself to the Board is that section 15 is a distinct improvement as constituting a safeguard against claims for excessive compensation on the strength of over-planting such as are referred to at pages 18 and 19 of the minute of the Board's First Member printed in Board's Proceedings, No. 38, dated 29th January 1896.

(True Extract.)

(Signed) LIONEL DAVIDSON,
Acting Secretary.

To the Secretary to Government, Revenue Department.

Endt. Mis. No. 4811.

Transferred to the Legislative Department.

Fort St. George,
7th December 1898.

(Signed) N. E. MARJORIBANKS,
Ag. Under Secretary to Government.

Order—No. 82, Legislative, dated 13th December 1898.

Communicated to the Hon'ble Mr. H. M. Winterbotham the member in charge of the Bill.

(True Extract.)

H. TREMENHEERE,
Secretary to Government.

To the Revenue Department.
„ Hon'ble Mr. H. M. Winterbotham.

Exd. P. Seetharam.

Government of Fort St. George.

LEGISLATIVE DEPARTMENT.

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PAPERS

(No. 3.)

RELATIVE TO

The Malabar Compensation for Tenants' Improvements Bill.

G.O., No. 82, Legislative, dated 13th December 1898.

GOVERNMENT OF MADRAS.

LEGISLATIVE DEPARTMENT.

READ—the following paper:—

G.O., Mis. No. 124, Revenue, dated 7th January 1899.

Order—Mis. No. 124, Revenue, dated 7th January 1899.

Copies of revised tables Nos. II to IV of Schedule IV to the Malabar Compensation for Tenants' Bill will be forwarded to the Legislative Department in continuation of G.O., No. 736, Revenue, dated 3rd December 1898.

(True Extract.)

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

To the Legislative Department.
" Board of Revenue (Land Revenue),
with copy of G.O., No. 736, dated 3rd December 1898.

ORDER—No. 1, Legislative, dated 11th January 1899.

Communicated to the Honourable Members of the Legislative Council.

(True Extract.)

H. TREMENHEERE,
Secretary to Government.

To the Revenue Department.
" Honourable Members of the Legislative Council.

Exd. C. M. Thumbuswamy

APPENIX.

Schedule IV, Table II.

(1.)—Showing the Compensation to be awarded for Cocoanut trees having an estimated future fruitful life of from 1 to 50 years and an estimated future fruit-bearing capacity of from 1 to 100 nuts per annum, the commutation price paid being Rs. 20 for a thousand nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing Rs. 2–12–0, and the annual cost of maintaining the tree, inclusive of assessment, As. 3–9.

Annual produce in nuts.	Price of nuts at Rs. 20 per 1,000.	Net value of the annual produce after deducting As. 3–9, being the cost of maintaining the tree for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.
1	2	3	4	5	6	7	8	9	10	11	12	13
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1	0 0 4	..										
2	0 0 8	..										
3	0 1 0	..										
4	0 1 3	..										
5	0 1 7	..	*Explanation.*—The gross value of the annual produce of trees, which produce less than twelve nuts, is less than the cost of maintenance including assessment, viz., As. 3–9. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than twelve nuts.									
6	0 1 11	..										
7	0 2 3	..										
8	0 2 7	..										
9	0 2 11	..										
10	0 3 2	..										
11	0 3 6	..										
12	0 3 10	0 0 1	0 0 1	0 0 2	0 0 3	0 0 3	0 0 4	0 0 5	0 0 6	0 0 6	0 0 7	0 0 7
13	0 4 2	0 0 5	0 0 5	0 0 9	0 1 1	0 1 5	0 1 9	0 2 1	0 2 4	0 2 7	0 2 10	0 3 1
14	0 4 6	0 0 9	0 0 9	0 1 5	0 2 0	0 2 7	0 3 2	0 3 9	0 4 2	0 4 8	0 5 1	0 5 6
15	0 4 10	0 1 1	0 1 0	0 2 0	0 2 11	0 3 9	0 4 7	0 5 4	0 6 1	0 6 9	0 7 5	0 7 11
16	0 5 1	0 1 4	0 1 3	0 2 5	0 3 7	0 4 8	0 5 8	0 6 7	0 7 5	0 8 4	0 9 1	0 9 9
17	0 5 5	0 1 8	0 1 7	0 3 1	0 4 5	0 5 10	0 7 0	0 8 3	0 9 3	0 10 4	0 11 5	0 12 3
18	0 5 9	0 2 0	0 1 11	0 3 8	0 5 4	0 6 11	0 8 5	0 9 10	0 11 2	0 12 5	0 13 7	0 14 9
19	0 6 1	0 2 4	0 2 3	0 4 3	0 6 3	0 8 1	0 9 10	0 11 6	0 13 0	0 14 6	0 15 10	1 1 2
20	0 6 5	0 2 8	0 2 7	0 4 11	0 7 1	0 9 3	0 11 2	0 13 2	0 14 10	1 0 6	1 2 2	1 3 8
25	0 8 0	0 4 3	0 4 0	0 7 10	0 11 4	0 14 8	1 1 11	1 4 11	1 7 9	1 10 5	1 12 10	1 15 3
30	0 9 7	0 5 10	0 5 7	0 10 8	0 15 7	1 4 3	1 8 7	1 12 9	2 0 6	2 4 3	2 7 8	2 10 11
35	0 11 2	0 7 5	0 7 0	0 13 7	1 3 10	1 9 8	1 15 3	2 4 6	2 9 5	2 13 7	3 0 10	3 3 11
40	0 12 10	0 9 1	0 8 7	1 0 8	1 8 4	1 15 5	2 6 3	2 12 6	3 1 1	3 5 4	3 9 5	3 13 2
45	0 14 5	0 10 8	0 10 1	1 3 7	1 12 6	2 5 0	2 12 8	3 2 5	3 7 8	3 12 8	4 1 5	4 5 11
50	1 0 0	0 12 3	0 11 6	1 6 6	2 0 9	2 10 5	3 1 9	3 8 2	3 14 4	4 4 1	4 9 5	4 14 8
55	1 1 7	0 13 10	0 13 0	1 9 4	2 5 0	2 15 0	3 6 8	3 14 1	4 4 11	4 11 5	5 1 7	5 7 4
60	1 3 2	0 15 5	0 14 7	1 12 3	2 9 2	3 3 1	3 11 8	4 3 11	4 11 7	5 2 10	5 9 8	6 0 2
65	1 4 10	1 1 1	1 0 1	1 15 4	2 13 3	3 7 5	4 1 0	4 10 0	5 2 7	5 10 7	6 2 2	6 9 3
70	1 6 5	1 2 8	1 1 8	2 2 3	3 0 5	3 11 6	4 5 11	4 15 11	5 9 2	6 1 11	6 10 3	7 2 1
75	1 8 0	1 4 3	1 3 1	2 5 2	3 3 7	3 15 7	4 11 0	5 5 8	5 15 10	6 9 4	7 2 3	7 10 9
80	1 9 7	1 5 10	1 4 8	2 8 0	3 6 9	4 3 9	5 0 0	5 11 7	6 6 5	7 0 8	7 10 5	8 3 6
85	1 11 2	1 7 5	1 6 1	2 10 11	3 9 11	4 7 10	5 5 0	6 1 5	6 13 1	7 8 1	8 2 5	8 12 3
90	1 12 10	1 9 1	1 7 8	2 13 6	3 13 4	4 12 2	5 10 3	6 7 6	7 4 1	7 15 10	8 11 0	9 5 5
95	1 14 5	1 10 8	1 9 2	2 15 8	4 0 5	5 0 4	5 15 2	6 13 5	7 10 8	8 7 2	9 3 1	9 14 3
100	2 0 0	1 12 3	1 10 7	3 1 11	4 3 8	5 4 5	6 4 3	7 3 2	8 1 4	8 14 7	9 11 1	10 6 11

Schedule IV, Table II—*cont.*

(1.)—Showing the Compensation to be awarded for Cocoanut trees having an estimated future fruittul life of from 1 to 50 years and an estimated future fruit-bearing capacity of from 1 to 100 nuts per annum, the commutation price paid being Rs. 20 for a thousand nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing Rs. 2–12–0, and the annual cost of maintaining the tree, inclusive of assessment, As. 3–9—*cont.*

Annual produce in nuts.	Price of nuts at Rs. 20 per 1,000.	Net value of the annual produce after deducting As. 3–9, being the cost of maintaining the tree for one year.	12 years.	14 years.	16 years.	18 years.	20 years.	25 years.	30 years.	35 years.	40 years.	45 years.	50 years.
	14		15	16	17	18	19	20	21	22	23	24	
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1 ..	0 0 4	..											
2 ..	0 0 8	..											
3 ..	0 1 0	..											
4 ..	0 1 3	..											
5 ..	0 1 7	..	*Explanation.*—The gross value of the annual produce of trees, which produce less than twelve nuts, is less than the cost of maintenance including assessment, viz., As. 3–9. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than twelve nuts.										
6 ..	0 1 11	..											
7 ..	0 2 3	..											
8 ..	0 2 7	..											
9 ..	0 2 11	..											
10 ..	0 3 2	..											
11 ..	0 3 6	..											
12 ..	0 3 10	0 0 1	0 0 8	0 0 9	0 0 10	0 0 11	0 0 11	0 1 1	0 1 2	0 1 2	0 1 3	0 1 3	0 1 4
13 ..	0 4 2	0 0 5	0 3 6	0 3 10	0 4 3	0 4 6	0 4 9	0 5 4	0 5 9	0 6 0	0 6 3	0 6 5	0 6 7
14 ..	0 4 6	0 0 9	0 6 3	0 7 0	0 7 7	0 8 1	0 8 7	0 9 7	0 10 4	0 10 10	0 11 3	0 11 7	0 11 10
15 ..	0 4 10	0 1 1	0 9 1	0 10 1	0 10 11	0 11 9	0 12 5	0 13 10	0 14 11	0 15 8	1 0 4	1 0 8	1 1 1
16 ..	0 5 1	0 1 4	0 11 3	0 12 5	0 13 5	0 14 5	0 15 4	1 1 0	1 2 4	1 3 4	1 4 1	1 4 7	1 5 0
17 ..	0 5 5	0 1 8	0 14 0	0 15 7	1 0 10	1 2 1	1 3 2	1 5 4	1 7 0	1 8 2	1 9 1	1 9 9	1 10 4
18 ..	0 5 9	0 2 0	1 0 9	1 2 7	1 4 3	1 5 8	1 6 11	1 9 7	1 11 6	1 13 0	1 14 1	1 14 11	1 15 6
19 ..	0 6 1	0 2 4	1 3 7	1 5 8	1 7 7	1 9 3	1 10 9	1 13 10	2 0 1	2 1 10	2 3 1	2 4 1	2 4 9
20 ..	0 6 5	0 2 8	1 6 4	1 8 10	1 11 0	1 12 11	1 14 7	2 2 2	2 4 9	2 6 8	2 8 1	2 9 3	2 10 6
25 ..	0 8 0	0 4 3	2 3 7	2 7 6	2 10 11	2 13 6	2 15 7	3 3 9	3 6 11	3 9 2	3 10 11	3 12 3	3 13 3
30 ..	0 9 7	0 5 10	2 15 8	3 3 8	3 7 2	3 10 5	3 13 2	4 2 11	4 7 3	4 10 5	4 12 10	4 14 8	5 0 0
35 ..	0 11 2	0 7 5	3 9 8	3 14 8	4 3 3	4 7 3	4 10 9	5 2 2	5 7 7	5 11 8	5 14 8	6 0 11	6 2 8
40 ..	0 12 10	0 9 1	4 4 1	4 10 4	4 15 10	5 4 9	5 9 2	6 2 2	6 8 10	6 13 9	7 1 6	7 4 3	7 6 5
45 ..	0 14 5	0 10 8	4 14 1	5 5 5	5 11 11	6 1 8	6 6 9	7 1 4	7 9 2	7 15 0	8 3 5	8 6 8	8 9 2
50 ..	1 0 0	0 12 3	5 8 0	6 0 5	6 7 10	6 14 5	7 4 5	8 0 5	8 9 5	9 0 2	9 5 3	9 9 0	9 11 10
55 ..	1 1 7	0 13 10	6 2 0	6 11 5	7 3 11	7 11 4	8 2 0	8 15 8	9 9 10	10 1 5	10 7 1	10 11 5	10 14 7
60 ..	1 3 2	0 15 5	6 11 11	7 6 5	7 15 11	8 8 2	8 15 8	9 14 10	10 10 2	11 2 8	11 8 11	11 13 8	12 1 3
65 ..	1 4 10	1 1 1	7 6 5	8 2 2	8 12 5	9 5 9	9 13 11	10 14 9	11 11 5	12 4 9	12 11 10	13 1 0	13 4 11
70 ..	1 6 5	1 2 8	8 0 5	8 13 2	9 8 6	10 2 8	10 11 7	11 14 0	12 11 9	13 6 0	13 13 8	14 3 5	14 7 8
75 ..	1 8 0	1 4 3	8 10 4	9 8 2	10 4 5	10 15 5	11 9 2	12 13 2	13 12 1	14 7 2	14 15 6	15 5 9	15 10 5
80 ..	1 9 7	1 5 10	9 4 4	10 3 3	11 0 5	11 12 4	12 6 10	13 12 4	14 12 5	15 8 5	16 1 5	16 8 2	16 13 2
85 ..	1 11 2	1 7 5	9 14 3	10 14 3	11 12 6	12 9 2	13 4 5	14 11 6	15 12 9	16 9 8	17 3 3	17 10 5	17 15 10
90 ..	1 12 10	1 9 1	10 8 8	11 9 11	12 9 1	13 6 8	14 2 9	15 11 6	16 14 0	17 11 9	18 6 1	18 13 9	19 3 6
95 ..	1 14 5	1 10 8	11 2 8	12 4 11	13 5 2	14 3 7	15 0 5	16 10 8	17 14 5	18 13 0	19 7 11	20 0 2	20 6 3
100 ..	2 0 0	1 12 3	11 12 8	12 15 11	14 1 1	15 0 5	15 14 0	17 9 10	18 14 8	19 14 2	20 9 10	21 2 6	21 8 11

Schedule IV, Table II.

(2.)—Showing the Compensation to be awarded for Cocoanut trees having an estimated future fruitful life of from 1 to 50 years and an estimated future fruit-bearing capacity of from 1 to 100 nuts per annum, the commutation price being Rs. 18 for a thousand nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing Rs. 2–12–0, and the annual cost of maintaining the tree inclusive of assessment, As. 3–9.

Annual produce in nuts.	Price of nuts at Rs. 18 per 1,000	Net value of the annual produce after deducting As. 3–9, being the cost of maintaining the tree for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.
1	2	3	4	5	6	7	8	9	10	11	12	13
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1	0 0 3	..	*Explanation.*—The gross value of the annual produce of trees, which produce less than fourteen nuts, is not greater than the cost of maintenance including assessment, viz., As. 3–9. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than fourteen nuts.									
2	0 0 7	..										
3	0 0 10	..										
4	0 1 2	..										
5	0 1 5	..										
6	0 1 9	..										
7	0 2 0	..										
8	0 2 4	..										
9	0 2 7	..										
10	0 2 11	..										
11	0 3 2	..										
12	0 3 5	..										
13	0 3 9	..										
14	0 4 0	0 0 3	0 0 3	0 0 6	0 0 8	0 0 10	0 1 1	0 1 3	0 1 5	0 1 7	0 1 8	0 1 10
15	0 4 4	0 0 7	0 0 7	0 1 1	0 1 7	0 2 0	0 2 5	0 2 11	0 3 3	0 3 7	0 4 0	0 4 3
16	0 4 7	0 0 10	0 0 10	0 1 6	0 2 3	0 2 11	0 3 6	0 4 2	0 4 7	0 5 2	0 5 8	0 6 1
17	0 4 11	0 1 2	0 1 1	0 2 2	0 3 1	0 4 1	0 4 11	0 5 9	0 6 6	0 7 3	0 8 0	0 8 7
18	0 5 2	0 1 5	0 1 4	0 2 7	0 3 9	0 4 11	0 6 0	0 7 0	0 7 11	0 8 10	0 9 8	0 10 5
19	0 5 6	0 1 9	0 1 8	0 3 3	0 4 8	0 6 1	0 7 5	0 8 8	0 9 9	0 10 11	0 11 11	0 12 10
20	0 5 9	0 2 0	0 1 11	0 3 8	0 5 4	0 6 11	0 8 5	0 9 10	0 11 2	0 12 5	0 13 7	0 14 9
25	0 7 2	0 3 5	0 3 3	0 6 3	0 9 1	0 11 10	0 14 5	1 0 10	1 3 1	1 5 3	1 7 3	1 9 2
30	0 8 8	0 4 11	0 4 8	0 9 0	0 13 1	1 1 0	1 4 8	1 8 3	1 11 5	1 14 6	2 1 5	2 4 2
35	0 10 1	0 6 4	0 5 11	0 11 7	1 0 11	1 5 11	1 10 8	1 15 2	2 3 4	2 7 4	2 11 1	2 13 11
40	0 11 6	0 7 9	0 7 4	0 14 3	1 4 9	1 10 10	2 0 8	2 6 2	2 11 3	2 15 2	3 2 6	3 5 9
45	0 13 0	0 9 3	0 8 9	1 1 0	1 8 9	2 0 0	2 7 0	2 13 2	3 1 9	3 6 2	3 10 2	3 14 1
50	0 14 5	0 10 8	0 10 1	1 3 7	1 12 6	2 5 0	2 12 8	3 2 5	3 7 8	3 12 8	4 1 5	4 5 11
55	0 15 10	0 12 1	0 11 4	1 6 2	2 0 4	2 9 10	3 1 2	3 7 7	3 13 8	4 3 3	4 8 8	4 13 8
60	1 1 3	0 13 6	0 12 8	1 8 9	2 4 1	2 14 2	3 5 8	3 12 10	4 3 6	4 9 11	4 15 11	5 5 6
65	1 2 9	0 15 0	0 14 2	1 11 6	2 8 1	3 2 0	3 10 5	4 2 4	4 9 10	5 0 11	5 7 6	5 13 10
70	1 4 2	1 0 5	0 15 6	1 14 1	2 11 10	3 5 8	3 14 11	4 7 7	4 15 9	5 7 5	5 14 9	6 5 8
75	1 5 7	1 1 10	1 0 10	2 0 8	2 14 9	3 9 5	4 3 5	4 12 10	5 5 8	5 14 1	6 6 0	6 13 5
80	1 7 0	1 3 3	1 2 2	2 3 4	3 1 7	3 13 0	4 7 11	5 2 0	5 11 8	6 4 8	6 13 2	7 5 3
85	1 8 6	1 4 9	1 3 7	2 6 1	3 4 7	4 0 11	4 12 7	5 7 7	6 1 11	6 11 8	7 4 10	7 13 6
90	1 9 11	1 6 2	1 4 10	2 8 8	3 7 5	4 4 7	5 1 0	5 12 9	6 7 10	7 2 2	7 12 2	8 5 5
95	1 11 4	1 7 7	1 6 3	2 11 3	3 10 4	4 8 3	5 5 6	6 2 0	6 13 9	7 8 10	8 3 4	8 13 2
100	1 12 10	1 9 1	1 7 8	2 13 6	3 13 4	4 12 2	5 10 3	6 7 6	7 4 1	7 15 10	8 11 0	9 5 5

Schedule IV, Table II—*cont.*

(2.)—Showing the Compensation to be awarded for Cocoanut trees having an estimated future fruitful life of from 1 to 50 years and an estimated future fruit-bearing capacity of from 1 to 100 nuts per annum, the commutation price being Rs. 18 for a thousand nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing Rs. 2–12–0, and the annual cost of maintaining the tree, inclusive of assessment, As. 3–9—*cont.*

Annual produce in nuts.	Price of nuts at Rs. 18 per 1,000.	Net value of the annual produce after deducting As. 3–9, being the cost of maintaining the tree for one year.	12 years.	14 years.	16 years.	18 years.	20 years.	25 years.	30 years.	35 years.	40 years.	45 years.	50 years.
	14		15	16	17	18	19	20	21	22	23	24	
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1 ..	0 0 3	..	*Explanation.*—The gross value of the annual produce of trees, which produce less than fourteen nuts, is not greater than the cost of maintenance including assessment, viz., As. 3–9. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than fourteen nuts.										
2 ..	0 0 7	..											
3 ..	0 0 10	..											
4 ..	0 1 2	..											
5 ..	0 1 5	..											
6 ..	0 1 9	..											
7 ..	0 2 0	..											
8 ..	0 2 4	..											
9 ..	0 2 7	..											
10 ..	0 2 11	..											
11 ..	0 3 2	..											
12 ..	0 3 5	..											
13 ..	0 3 9	..											
14 ..	0 4 0	0 0 3	0 2 1	0 2 4	0 2 6	0 2 8	0 2 10	0 3 2	0 3 5	0 3 7	0 3 9	0 3 10	0 3 11
15 ..	0 4 4	0 0 7	0 4 10	0 5 5	0 5 11	0 6 4	0 6 8	0 7 6	0 8 1	0 8 5	0 8 9	0 9 0	0 9 3
16 ..	0 4 7	0 0 10	0 7 0	0 7 9	0 8 5	0 9 0	0 9 7	0 10 8	0 11 6	0 12 1	0 12 6	0 12 11	0 13 2
17 ..	0 4 11	0 1 2	0 9 10	0 10 11	0 11 9	0 12 8	0 13 5	0 14 11	1 0 1	1 0 11	1 1 7	1 2 0	1 2 5
18 ..	0 5 2	0 1 5	0 11 11	0 13 2	0 14 4	0 15 4	1 0 3	1 2 1	1 3 6	1 4 6	1 5 4	1 5 10	1 6 4
19 ..	0 5 6	0 1 9	0 14 8	1 0 4	1 1 6	1 2 11	1 4 1	1 6 4	1 8 1	1 9 4	1 10 4	1 11 0	1 11 7
20 ..	0 5 9	0 2 0	1 0 9	1 2 7	1 4 3	1 5 8	1 6 11	1 9 7	1 11 6	1 13 0	1 14 1	1 14 11	1 15 6
25 ..	0 7 2	0 3 5	1 12 8	1 15 9	2 2 7	2 5 0	2 7 2	2 11 8	2 14 4	3 0 2	3 1 7	3 2 7	3 3 5
30 ..	0 8 8	0 4 11	2 9 2	2 13 3	3 0 4	3 2 11	3 5 4	3 10 2	3 13 10	4 0 5	4 2 5	4 4 0	4 5 2
35 ..	0 10 1	0 6 4	3 2 11	3 7 2	3 11 0	3 14 5	4 1 6	4 7 8	4 12 5	4 15 11	5 2 5	5 4 5	5 5 11
40 ..	0 11 6	0 7 9	3 11 8	4 1 1	4 5 9	4 9 11	4 13 8	5 5 4	5 11 0	5 15 3	6 2 5	6 4 10	6 6 8
45 ..	0 13 0	0 9 3	4 5 2	4 11 6	5 1 1	5 6 1	5 10 7	6 3 8	6 10 6	6 15 7	7 3 5	7 6 2	7 8 4
50 ..	0 14 5	0 10 8	4 14 1	5 5 5	5 11 11	6 1 8	6 6 9	7 1 4	7 9 2	7 15 0	8 3 5	8 6 8	8 9 2
55 ..	0 15 10	0 12 1	5 6 11	5 15 2	6 6 7	6 13 2	7 2 11	7 14 11	8 7 9	8 14 5	9 3 5	9 7 1	9 9 11
60 ..	1 1 3	0 13 6	5 15 11	6 9 2	7 1 5	7 8 8	7 15 2	8 12 5	9 6 5	9 13 10	10 3 4	10 7 6	10 10 8
65 ..	1 2 9	0 15 0	6 9 4	7 3 7	7 12 8	8 4 10	8 12 1	9 10 10	10 5 11	10 14 2	11 4 3	11 8 11	11 12 4
70 ..	1 4 2	1 0 5	7 2 3	7 13 5	8 7 5	9 0 4	9 8 2	10 8 5	11 4 6	11 13 6	12 4 3	12 9 4	12 13 1
75 ..	1 5 7	1 1 10	7 11 2	8 7 5	9 2 2	9 11 10	10 4 5	11 5 11	12 3 2	12 12 11	13 4 3	13 9 9	13 13 10
80 ..	1 7 0	1 3 3	8 4 1	9 1 3	9 12 11	10 7 4	11 0 7	12 3 6	13 1 9	13 12 4	14 4 3	14 10 2	14 14 6
85 ..	1 8 6	1 4 9	8 13 5	9 11 8	10 8 3	11 3 6	11 13 6	13 1 11	14 1 3	14 12 8	15 5 2	15 11 7	16 0 4
90 ..	1 9 11	1 6 2	9 6 5	10 5 7	11 3 0	11 15 1	12 9 8	13 15 6	14 15 11	15 12 1	16 5 2	16 12 0	17 1 1
95 ..	1 11 4	1 7 7	9 15 3	10 15 5	11 13 9	12 10 7	13 5 10	14 13 2	15 14 6	16 11 5	17 5 2	17 12 5	18 1 10
100 ..	1 12 10	1 9 1	10 8 8	11 9 11	12 9 1	13 6 8	14 2 9	15 11 6	16 14 0	17 11 9	18 6 1	18 13 9	19 3 6

(1.)—Showing the Compensation to be awarded for Arecanut trees having an estimated future fruitful life of from 1 to 35 years and an estimated future fruit-bearing capacity of from 1 to 400 nuts per annum, the commutation price being As. 2–6 for a hundred nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing As. 2–6 and the annual cost of maintaining the tree, inclusive of assessment, pies 6.

Annual produce in nuts.	Price of nuts at As. 2–6 per 100.	Net value of the annual produce after deducting pies 6, being the cost of maintaining the tree for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.	12 years.	14 years.	16 years.	18 years.	20 years.	25 years.	30 years.	35 years.
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1 to 20	0 0 24/100 to 0 0 6	*Nil.*	*Explanation.*—The gross value of the annual produce of trees, which produce less than 25 nuts, is not greater than the cost of maintenance including assessment, viz., pies 6. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than 25 nuts.																	
24 ..	0 0 7	0 0 1	0 0 1	0 0 2	0 0 3	0 0 3	0 0 4	0 0 5	0 0 6	0 0 6	0 0 7	0 0 7	0 0 8	0 0 9	0 0 10	0 0 11	0 0 11	0 1 1	0 1 2	0 1 2
30 ..	0 0 9	0 0 3	0 0 3	0 0 6	0 0 8	0 0 10	0 1 1	0 1 3	0 1 5	0 1 7	0 1 8	0 1 10	0 2 1	0 2 4	0 2 6	0 2 8	0 2 9	0 3 0	0 3 2	0 3 4
40 ..	0 1 0	0 0 6	0 0 6	0 0 11	0 1 4	0 1 9	0 2 1	0 2 6	0 2 8	0 2 11	0 3 2	0 3 5	0 3 9	0 4 2	0 4 5	0 4 8	0 4 11	0 5 5	0 5 10	0 6 1
50 ..	0 1 3	0 0 9	0 0 9	0 1 5	0 2 0	0 2 7	0 3 0	0 3 5	0 3 9	0 4 2	0 4 5	0 4 9	0 5 4	0 5 11	0 6 4	0 6 8	0 7 1	0 7 10	0 8 5	0 8 9
60 ..	0 1 6	0 1 0	0 0 11	0 1 10	0 2 8	0 3 3	0 3 10	0 4 4	0 4 10	0 5 4	0 5 9	0 6 2	0 6 11	0 7 8	0 8 2	0 8 9	0 9 3	0 10 2	0 10 11	0 11 6
70 ..	0 1 9	0 1 3	0 1 2	0 2 4	0 3 2	0 3 11	0 4 8	0 5 5	0 6 2	0 6 11	0 7 8	0 8 4	0 8 11	0 10 1	0 11 2	0 12 0	0 12 10	0 13 7	0 15 0	1 0 2
80 ..	0 2 0	0 1 6	0 1 5	0 2 8	0 3 8	0 4 7	0 5 5	0 6 2	0 6 11	0 7 8	0 8 4	0 8 11	0 10 1	0 11 2	0 12 0	0 12 10	0 13 7	0 15 0	1 0 2	1 0 11
90 ..	0 2 3	0 1 9	0 1 8	0 3 1	0 4 2	0 5 2	0 6 2	0 7 2	0 7 11	0 8 10	0 9 7	0 10 3	0 11 8	0 12 11	0 13 11	0 14 10	0 15 8	1 1 5	1 2 8	1 3 8
100 ..	0 2 6	0 2 0	0 1 11	0 5 5	0 4 8	0 5 10	0 6 11	0 8 0	0 9 0	0 9 11	0 10 10	0 11 8	0 13 2	0 14 7	0 15 10	1 0 11	1 1 10	1 3 10	1 5 3	1 6 5
110 ..	0 2 9	0 2 3	0 2 2	0 3 9	0 5 2	0 6 5	0 7 9	0 8 11	0 10 1	0 11 2	0 12 1	0 13 1	0 14 9	1 0 4	1 1 8	1 2 11	1 3 11	1 6 2	1 7 10	1 9 1
120 ..	0 3 0	0 2 6	0 2 5	0 4 1	0 5 8	0 7 2	0 8 6	0 9 11	0 11 1	0 12 3	0 13 5	0 14 5	1 0 4	1 2 1	1 3 8	1 4 11	1 6 2	1 8 8	1 10 5	1 11 10
130 ..	0 3 3	0 2 9	0 2 8	0 4 5	0 6 2	0 7 9	0 9 4	0 10 10	0 12 2	0 13 5	0 14 8	0 15 10	1 1 11	1 3 10	1 5 6	1 6 11	1 8 3	1 10 0	1 13 0	1 14 6
140 ..	0 3 6	0 3 0	0 2 9	0 4 9	0 6 8	0 8 5	0 10 2	0 11 8	0 13 2	0 14 8	0 15 11	1 1 2	1 3 6	1 5 7	1 7 5	1 9 0	1 10 5	1 13 5	1 15 8	2 1 3
150 ..	0 3 9	0 3 3	0 2 11	0 5 2	0 7 2	0 9 1	0 10 11	0 12 8	0 14 3	0 15 10	1 1 2	1 2 7	1 5 1	1 7 4	1 9 3	1 11 0	1 12 7	1 15 9	2 2 2	2 3 11
160 ..	0 4 0	0 3 6	0 3 2	0 5 5	0 7 8	0 9 9	0 11 8	0 13 7	0 15 3	1 0 11	1 2 6	1 3 11	1 6 8	1 9 1	1 11 2	1 13 1	1 14 9	2 2 2	2 4 10	2 6 8
170 ..	0 4 3	0 3 9	0 3 4	0 5 10	0 8 2	0 10 5	0 12 6	0 14 6	1 0 4	1 2 2	1 3 9	1 5 4	1 8 2	1 10 10	1 13 1	1 15 1	2 0 11	2 4 7	2 7 5	2 9 5
180 ..	0 4 6	0 4 0	0 3 5	0 6 2	0 8 8	0 11 0	0 13 3	0 15 5	1 1 5	1 3 3	1 5 0	1 6 8	1 9 9	1 12 6	1 14 11	2 1 2	2 3 1	2 7 0	2 9 11	2 12 2
190 ..	0 4 9	0 4 3	0 3 8	0 6 6	0 9 2	0 11 8	0 14 1	1 0 4	1 2 5	1 4 5	1 6 3	1 8 1	1 11 4	1 14 3	2 0 10	2 3 2	2 5 2	2 9 5	2 12 6	2 14 10
200 ..	0 5 0	0 4 6	0 3 10	0 6 10	0 9 8	0 12 4	0 14 10	1 1 3	1 3 5	1 5 7	1 7 7	1 9 5	1 12 11	2 0 0	2 2 9	2 5 2	2 7 5	2 11 10	2 15 2	3 1 7
220 ..	0 5 6	0 5 0	0 4 2	0 7 6	0 10 8	0 13 8	1 0 5	1 3 1	1 5 7	1 7 11	1 10 2	1 12 3	2 0 1	2 3 6	2 6 6	2 9 3	2 11 8	3 0 7	3 4 3	3 7 0
240 ..	0 6 9	0 5 6	0 4 7	0 8 2	0 11 8	0 14 11	1 2 0	1 4 11	1 7 8	1 10 3	1 12 8	1 15 0	2 3 2	2 7 0	2 10 4	2 13 4	2 15 11	3 5 5	3 9 5	3 12 5
260 ..	0 6 6	0 6 0	0 4 10	0 8 11	0 12 8	1 0 2	1 3 7	1 6 9	1 9 9	1 12 7	1 15 3	2 1 9	2 6 5	2 10 5	2 14 2	3 1 5	3 4 3	3 10 2	3 14 7	4 1 11
280 ..	0 7 0	0 6 6	0 5 2	0 9 7	0 13 8	1 1 6	1 5 2	1 8 8	1 11 10	1 14 11	2 1 10	2 4 6	2 9 6	2 13 11	3 1 11	3 5 5	3 8 7	3 14 11	4 3 9	4 7 4
300 ..	0 7 6	0 5 7	0 5 0	0 10 3	0 14 8	1 2 10	1 6 9	1 10 5	1 13 11	2 1 3	2 4 4	2 7 3	2 12 8	3 1 5	3 5 8	3 9 6	3 12 10	4 3 9	4 8 11	4 12 9
320 ..	0 8 0	0 7 0	0 5 7	0 10 8	0 14 8	1 2 10	1 6 9	1 10 5	1 13 11	2 1 3	2 4 4	2 7 3	2 12 8	3 1 5	3 5 8	3 9 6	3 13 7	4 1 2	4 8 7	4 14 1
340 ..	0 8 6	0 8 0	0 6 4	0 11 8	1 0 8	1 5 5	1 9 11	1 14 2	2 2 2	2 5 11	2 9 5	2 12 10	3 2 11	3 8 5	3 13 3	4 1 7	4 5 5	4 13 4	5 3 2	5 7 8
360 ..	0 9 0	0 8 6	0 6 8	0 12 4	1 1 8	1 6 9	1 11 5	2 0 0	2 4 2	2 8 2	2 12 0	2 15 7	3 6 1	3 11 11	4 1 1	4 5 8	4 9 9	5 2 2	5 8 5	5 13 1
380 ..	0 9 6	0 9 0	0 7 0	0 13 0	1 2 8	1 8 0	1 13 1	2 2 10	2 7 10	2 13 2	2 17 7	3 2 4	3 9 2	3 15 5	4 4 10	4 9 8	4 14 1	5 6 11	5 13 7	6 2 6
400 ..	0 10 0	0 9 6	0 7 5	0 13 8	1 3 8	1 9 4	1 14 8	2 3 8	2 8 5	2 12 11	3 1 2	3 5 1	3 12 4	4 2 11	4 8 8	4 13 9	5 2 5	5 11 9	6 2 9	6 7 11

(2.)—Showing the Compensation to be awarded for Arecanut trees having an estimated future fruitful life of from 1 to 35 years and an estimated future fruit-bearing capacity of from 1 to 400 nuts per annum, the commutation price being As. 2 for a hundred nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing As. 2–6, and the annual cost of maintaining the tree, inclusive of assessment, pies 6.

Annual produce in nuts.	Price of nuts at As. 2 per 100.	Net value of the annual produce after deducting pies 6, being the cost of maintaining the tree for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.	12 years.	14 years.	16 years.	18 years.	20 years.	25 years.	30 years.	35 years.
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. P. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P
1 to 25	0 0 24/100 to 0 0 6	*Nil.*	*Explanation.*—The gross value of the annual produce of trees, which produce less than 26 nuts, is not greater than the cost of maintenance including assessment, viz., pies 6. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than 26 nuts.																	
30 ..	0 0 7	0 0 1	0 0 1	0 0 2	0 0 3	0 0 3	0 0 4	0 0 5	0 0 6	0 0 6	0 0 7	0 0 7	0 0 8	0 0 9	0 0 10	0 0 11	0 0 11	0 1 1	0 1 2	0 1 2
40 ..	0 0 10	0 0 4	0 0 4	0 0 7	0 0 11	0 1 2	0 1 5	0 1 8	0 1 10	0 2 1	0 2 3	0 2 5	0 2 9	0 2 11	0 3 2	0 3 4	0 3 6	0 3 10	0 4 1	0 4 3
50 ..	0 1 0	0 0 6	0 0 6	0 0 11	0 1 4	0 1 9	0 2 1	0 2 6	0 2 8	0 2 11	0 3 2	0 3 5	0 3 9	0 4 2	0 4 5	0 4 8	0 4 11	0 5 5	0 5 10	0 6 1
60 ..	0 1 2	0 0 8	0 0 8	0 1 3	0 1 9	0 2 4	0 2 8	0 3 2	0 3 5	0 3 8	0 4 1	0 4 4	0 4 10	0 5 4	0 5 8	0 6 1	0 6 5	0 7 1	0 7 7	0 7 11
70 ..	0 1 5	0 0 11	0 0 11	0 1 8	0 2 5	0 3 0	0 3 6	0 4 1	0 4 5	0 4 11	0 5 4	0 5 8	0 6 2	0 6 7	0 7 5	0 8 2	0 8 10	0 9 5	0 9 11	0 11 0
80 ..	0 1 7	0 1 1	0 1 0	0 2 0	0 2 10	0 3 5	0 4 1	0 4 8	0 5 2	0 5 8	0 6 2	0 6 7	0 7 5	0 8 2	0 8 10	0 9 5	0 9 11	0 11 0	0 11 10	0 12 5
90 ..	0 1 10	0 1 4	0 1 3	0 2 5	0 3 4	0 4 2	0 4 11	0 5 7	0 6 2	0 6 11	0 7 5	0 7 11	0 9 1	0 9 11	0 10 8	0 11 5	0 12 2	0 13 5	0 14 5	0 15 2
100 ..	0 2 0	0 1 6	0 1 5	0 2 8	0 3 8	0 4 7	0 5 5	0 6 2	0 6 11	0 7 8	0 8 4	0 8 11	0 10 1	0 11 2	0 12 0	0 12 10	0 13 7	0 15 0	1 0 8	1 1 11
110 ..	0 2 2	0 1 8	0 1 7	0 2 11	0 3 11	0 5 0	0 5 11	0 6 10	0 7 7	0 8 5	0 9 2	0 9 10	0 11 2	0 12 4	0 13 3	0 14 2	0 15 0	1 0 8	1 4 5	1 5 5
120 ..	0 2 5	0 1 11	0 1 10	0 3 3	0 4 5	0 5 8	0 6 8	0 7 9	0 8 8	0 9 7	0 10 5	0 11 2	0 12 2	0 13 8	0 15 2	1 0 5	1 1 7	1 2 6	1 4 8	1 6 2
130 ..	0 2 7	0 2 1	0 2 0	0 3 6	0 4 10	0 6 0	0 7 2	0 8 4	0 9 5	0 10 4	0 11 3	0 12 2	0 13 8	0 15 2	1 0 5	1 1 7	1 2 6	1 4 8	1 6 2	1 7 3
140 ..	0 2 10	0 2 4	0 2 3	0 3 10	0 5 4	0 6 8	0 8 0	0 9 3	0 10 5	0 11 6	0 12 6	0 13 6	0 15 4	1 0 11	1 2 4	1 3 7	1 4 8	1 7 0	1 8 8	1 10 0
150 ..	0 3 0	0 2 6	0 2 5	0 4 1	0 5 8	0 7 2	0 8 6	0 9 11	0 11 1	0 12 3	0 13 5	0 14 5	1 0 4	1 2 1	1 3 8	1 4 11	1 6 2	1 8 8	1 10 5	1 11 10
160 ..	0 3 2	0 2 8	0 2 7	0 4 4	0 5 11	0 7 7	0 9 0	0 10 6	0 11 9	0 13 0	0 14 3	0 15 5	1 1 5	1 3 3	1 4 11	1 6 4	1 7 7	1 10 3	1 12 2	1 13 8
170 ..	0 3 5	0 3 1	0 2 9	0 4 8	0 6 5	0 8 2	0 9 10	0 11 5	0 12 10	0 14 2	0 15 6	1 0 9	1 2 11	1 4 11	1 6 10	1 8 4	1 9 8	1 12 8	1 14 9	2 0 4
180 ..	0 3 7	0 3 1	0 2 10	0 4 11	0 6 10	0 8 8	0 10 5	0 12 0	0 13 7	0 15 0	1 0 5	1 1 8	1 4 0	1 6 2	1 8 0	1 9 8	1 11 2	1 14 2	2 0 6	2 2 2
190 ..	0 3 10	0 3 4	0 3 0	0 5 2	0 7 4	0 9 4	0 11 2	0 12 11	0 14 7	1 0 2	1 1 8	1 3 8	1 5 8	1 7 11	1 9 11	1 11 8	1 13 4	2 0 7	2 3 1	2 4 11
200 ..	0 4 0	0 3 6	0 3 2	0 5 5	0 7 8	0 9 9	0 11 8	0 13 7	0 15 3	1 0 11	1 2 6	1 3 11	1 6 8	1 9 1	1 11 2	1 13 1	1 14 9	2 2 2	2 4 10	2 6 8
220 ..	0 4 5	0 3 11	0 3 10	0 6 7	0 9 4	0 11 11	0 13 7	1 0 8	1 2 9	1 4 10	1 6 8	1 8 5	1 10 5	1 13 11	2 1 2	2 4 0	2 6 7	2 8 10	2 13 5	3 0 11
240 ..	0 4 10	0 4 4	0 3 11	0 7 1	0 9 11	0 12 9	0 15 4	1 1 11	1 4 2	1 6 4	1 8 5	1 10 5	1 13 11	2 1 2	2 4 1	2 7 2	2 9 11	2 12 4	3 1 5	3 5 2
260 ..	0 5 2	0 4 8	0 4 3	0 7 8	0 10 10	0 13 10	1 0 8	1 3 5	1 5 11	1 8 4	1 10 7	1 12 8	2 0 7	2 4 1	2 7 2	2 9 11	2 12 4	3 1 5	3 5 2	3 7 11
280 ..	0 5 7	0 5 1	0 4 3	0 7 8	0 10 10	0 13 10	1 0 8	1 3 5	1 5 11	1 8 4	1 10 7	1 12 8	1 15 0	2 3 2	2 7 0	2 10 4	2 13 4	2 15 11	3 5 5	3 9 5
300 ..	0 6 0	0 5 6	0 4 7	0 8 2	0 11 8	0 14 11	1 2 0	1 4 11	1 7 8	1 10 3	1 12 8	1 15 0	2 3 2	2 7 0	2 10 4	2 13 4	2 15 11	3 5 5	3 9 5	3 12 5
320 ..	0 6 5	0 5 11	0 4 11	0 8 9	0 12 5	1 0 0	1 3 4	1 6 6	1 9 5	1 12 2	1 14 10	2 1 4	2 5 10	2 9 11	2 13 6	3 0 8	3 3 6	3 9 5	3 13 9	4 0 11
340 ..	0 6 10	0 6 4	0 5 1	0 9 4	0 13 4	1 1 1	1 4 8	1 8 0	1 11 2	1 14 2	2 0 11	2 3 7	2 8 6	2 12 9	3 0 8	3 4 1	3 7 2	3 13 4	4 2 0	4 5 6
360 ..	0 7 2	0 6 8	0 5 4	0 9 10	0 13 11	1 1 11	1 5 8	1 9 3	1 12 6	1 15 8	2 2 8	2 5 5	2 10 7	2 15 2	3 3 2	3 8 5	3 13 3	4 1 7	4 5 5	4 9 2
380 ..	0 7 7	0 7 1	0 5 8	0 10 5	0 14 11	1 3 0	1 7 0	1 10 9	1 14 4	2 1 8	2 4 9	2 7 8	2 13 2	3 2 0	3 6 4	3 10 2	3 13 6	4 4 7	4 9 9	4 13 8
400 ..	0 8 0	0 7 6	0 5 11	0 10 11	0 15 8	1 4 2	1 8 4	1 12 4	2 0 0	2 3 7	2 6 11	2 10 0	2 15 9	3 4 11	3 9 6	3 13 7	4 1 2	4 8 7	4 14 1	5 2 2

Schedule IV, Table III.

(3.)—Showing the Compensation to be awarded for Arecanut trees having an estimated future fruitful life of from 1 to 35 years and an estimated future fruit-bearing capacity of from 1 to 400 nuts per annum, the commutation price being As. 2–6 for a hundred nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing (with artificial irrigation) As.12, and the annual cost of maintaining the tree, inclusive of assessment, An. 1 pies 7.

Annual produce in nuts.	Price of nuts at As. 2–6 per 100.	Net value of the annual produce after deducting An. 1 pies 7, being the cost of maintaining the tree for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.	12 years.	14 years.	16 years.	18 years.	20 years.	25 years.	30 years.	35 years.
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1 to 60	0 0 $\frac{8}{10}$ to 0 1 6	*Nil.*	*Explanation.*—The gross value of the annual produce of trees, which produce less than 64 nuts, is less than the cost of maintenance including assessment, viz., An. 1 pies 7. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than 64 nuts.																	
70 ..	0 1 9	0 0 2	0 0 2	0 0 4	0 0 5	0 0 7	0 0 8	0 0 10	0 0 11	0 1 0	0 1 2	0 1 3	0 1 5	0 1 7	0 1 8	0 1 10	0 1 11	0 2 2	0 2 4	0 2 5
80 ..	0 2 0	0 0 5	0 0 5	0 0 9	0 1 1	0 1 5	0 1 9	0 2 1	0 2 4	0 2 7	0 2 10	0 3 1	0 3 6	0 3 10	0 4 3	0 4 6	0 4 9	0 5 4	0 5 9	0 6 0
90 ..	0 2 3	0 0 8	0 0 8	0 1 3	0 1 9	0 2 4	0 2 9	0 3 4	0 3 8	0 4 1	0 4 7	0 4 11	0 5 7	0 6 3	0 6 9	0 7 3	0 7 8	0 8 7	0 9 3	0 9 8
100 ..	0 2 6	0 0 11	0 0 11	0 1 8	0 2 5	0 3 2	0 3 10	0 4 7	0 5 1	0 5 8	0 6 3	0 6 9	0 7 8	0 8 6	0 9 4	0 9 11	0 10 6	0 11 9	0 12 6	0 12 11
110 ..	0 2 9	0 1 2	0 1 1	0 2 2	0 3 1	0 4 1	0 4 11	0 5 9	0 6 6	0 7 3	0 8 0	0 8 7	0 9 10	0 10 11	0 11 9	0 12 6	0 13 1	0 14 2	0 15 1	0 15 8
120 ..	0 3 0	0 1 5	0 1 4	0 2 7	0 3 9	0 4 11	0 6 0	0 7 0	0 8 3	0 9 3	0 10 4	0 11 5	0 12 2	0 13 6	0 14 8	0 15 8	1 0 7	1 1 8	1 2 5	1 2 11
130 ..	0 3 3	0 1 8	0 1 7	0 3 1	0 4 5	0 5 10	0 7 0	0 8 3	0 9 6	0 10 8	0 11 11	0 12 10	0 13 7	0 15 1	1 0 5	1 1 7	1 2 7	1 3 6	1 4 5	1 5 2
140 ..	0 3 6	0 1 11	0 1 10	0 3 6	0 5 1	0 6 8	0 8 1	0 9 6	0 10 8	0 12 1	0 13 1	0 14 1	0 15 0	1 0 8	1 2 2	1 3 5	1 4 8	1 5 8	1 6 8	1 7 5
150 ..	0 3 9	0 2 2	0 2 1	0 4 0	0 5 9	0 7 6	0 9 1	0 10 8	0 12 1	0 13 1	0 14 3	0 15 4	1 0 5	1 2 2	1 3 10	1 5 5	1 6 8	1 7 9	1 8 8	1 9 5
160 ..	0 4 0	0 2 5	0 2 4	0 4 5	0 6 5	0 8 4	0 10 2	0 11 11	0 13 2	0 14 3	0 15 5	1 0 8	1 1 9	1 3 2	1 4 9	1 6 2	1 7 3	1 8 8	1 9 11	1 10 8
170 ..	0 4 3	0 2 8	0 2 7	0 4 11	0 7 1	0 9 3	0 11 2	0 12 11	0 14 2	0 15 5	1 0 8	1 1 11	1 3 2	1 4 10	1 6 3	1 7 4	1 8 5	1 9 2	1 10 0	1 10 8
180 ..	0 4 6	0 2 11	0 2 10	0 5 4	0 7 9	0 10 1	0 12 2	0 13 10	0 15 2	1 0 7	1 1 11	1 3 2	1 4 6	1 5 11	1 7 4	1 8 5	1 9 2	1 9 11	1 10 8	1 11 5
190 ..	0 4 9	0 3 2	0 3 1	0 5 10	0 8 5	0 11 0	0 13 0	0 14 8	1 0 3	1 1 9	1 3 2	1 4 5	1 5 11	1 7 4	1 8 3	1 9 0	1 9 9	1 10 6	1 11 4	1 12 2
200 ..	0 5 0	0 3 5	0 3 4	0 6 3	0 8 11	0 11 10	0 13 10	0 15 8	1 1 10	1 2 11	1 4 5	1 5 11	1 7 5	1 8 8	1 9 6	1 10 4	1 11 2	1 12 0	1 12 10	1 13 8
220 ..	0 5 6	0 3 11	0 3 9	0 7 2	0 10 5	0 13 2	0 15 5	1 1 6	1 3 5	1 5 3	1 7 0	1 8 8	1 10 5	1 11 11	1 12 10	1 13 8	1 14 6	1 15 4	2 0 2	2 0 11
240 ..	0 6 0	0 4 5	0 4 2	0 8 1	0 11 9	0 14 5	1 0 11	1 3 4	1 5 6	1 7 7	1 9 6	1 11 5	1 12 11	1 14 9	1 16 8	2 0 6	2 2 4	2 3 2	2 4 0	2 4 9
260 ..	0 6 6	0 4 11	0 4 8	0 9 0	0 12 10	0 15 9	1 2 6	1 5 2	1 7 7	1 9 11	1 12 1	1 14 8	2 0 11	2 3 7	2 5 4	2 7 2	2 9 0	2 10 9	2 12 7	2 13 5
280 ..	0 7 0	0 5 5	0 4 10	0 9 9	0 13 7	0 16 6	1 3 3	1 5 11	1 8 8	1 11 4	1 13 11	2 0 8	2 3 4	2 6 1	2 8 10	2 11 7	3 0 5	3 2 2	3 4 0	3 5 9
300 ..	0 7 6	0 5 11	0 5 8	0 10 10	0 14 10	1 0 5	1 3 8	1 6 5	1 9 2	1 11 11	2 0 8	2 3 5	2 6 2	2 8 11	2 11 8	3 2 5	3 5 2	3 7 11	3 9 8	3 11 6
320 ..	0 8 0	0 6 5	0 6 0	0 11 9	0 15 10	1 3 8	1 7 3	1 10 8	1 13 11	2 0 11	2 3 9	2 6 6	2 9 3	2 11 11	3 2 8	3 5 5	3 8 3	3 10 11	4 1 8	4 3 6
340 ..	0 8 6	0 6 11	0 6 6	0 12 6	1 0 10	1 4 11	1 8 10	1 12 7	1 15 11	2 3 2	2 6 4	2 9 2	2 12 0	2 14 8	3 2 5	3 5 2	3 8 0	3 10 9	4 1 5	4 3 3
360 ..	0 9 0	0 7 5	0 7 0	0 13 2	1 1 11	1 6 3	1 10 5	1 14 5	2 2 1	2 5 7	2 8 10	2 11 11	3 1 8	3 4 9	3 7 6	3 10 2	4 1 0	4 3 11	4 6 8	4 9 5
380 ..	0 9 6	0 7 11	0 7 6	0 13 11	1 2 11	1 7 7	1 12 0	2 0 3	2 4 2	2 7 11	2 11 5	2 14 8	3 4 9	3 7 11	3 11 2	4 2 5	4 5 8	4 8 11	5 0 2	5 3 5
400 ..	0 10 0	0 8 5	0 8 0	0 14 7	1 3 11	1 8 11	1 13 7	2 2 1	2 6 3	2 10 2	2 13 11	3 1 6	3 7 11	3 13 8	4 2 10	4 7 4	4 11 5	5 3 8	5 8 11	6 2 2

Schedule IV, Table III.

(4.)—Showing the Compensation to be awarded for Arecanut trees having an estimated future fruitful life of from 1 to 35 years and an estimated future fruit-bearing capacity of from 1 to 400 nuts per annum, the commutation price being As. 2 for a hundred nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing (with artificial irrigation) As. 12 and the annual cost of maintaining the tree, inclusive of assessment, An. 1 pies 7.

Annual produce in nuts.	Price of nuts at As. 2 per 100.	Net value of the annual produce after deducting An. 1 pies 7, being the cost of maintaining the tree for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.	12 years.	14 years.	16 years.	18 years.	20 years.	25 years.	30 years.	35 years.
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1 to 80	0 0 $\frac{24}{100}$ to 0 1 7	*Nil.*	*Explanation.*—The gross value of the annual produce of trees, which produce less than 80 nuts, is less than the cost of maintenance including assessment, viz., An. 1 pies 7. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than 80 nuts.																	
90 ..	0 1 10	0 0 3	0 0 3	0 0 6	0 0 8	0 0 10	0 1 1	0 1 3	0 1 5	0 1 7	0 1 8	0 1 10	0 2 1	0 2 4	0 2 6	0 2 8	0 2 10	0 3 2	0 3 5	0 3 7
100 ..	0 2 0	0 0 5	0 0 5	0 0 9	0 1 1	0 1 5	0 1 9	0 2 1	0 2 4	0 2 7	0 2 10	0 3 1	0 3 6	0 3 10	0 4 3	0 4 6	0 4 9	0 5 4	0 5 9	0 6 0
110 ..	0 2 2	0 0 7	0 0 7	0 1 1	0 1 7	0 2 0	0 2 5	0 2 11	0 3 3	0 3 7	0 4 0	0 4 5	0 5 1	0 5 8	0 6 3	0 6 9	0 7 3	0 7 9	0 8 5	0 9 0
120 ..	0 2 5	0 0 10	0 0 10	0 1 6	0 2 3	0 2 11	0 3 6	0 4 2	0 4 7	0 5 2	0 5 8	0 6 1	0 7 0	0 7 9	0 8 5	0 9 0	0 9 7	0 10 2	0 10 10	0 11 6
130 ..	0 2 7	0 1 0	0 0 11	0 1 10	0 2 8	0 3 6	0 4 3	0 4 11	0 5 7	0 6 3	0 6 10	0 7 4	0 8 5	0 9 2	0 10 6	0 11 8	0 12 5	0 13 2	0 13 9	0 14 6
140 ..	0 2 10	0 1 3	0 1 2	0 2 4	0 3 4	0 4 4	0 5 4	0 6 2	0 7 0	0 7 11	0 8 10	0 9 8	0 10 5	0 11 11	0 12 11	0 13 9	0 14 6	0 15 2	1 0 7	1 1 8
150 ..	0 3 0	0 1 5	0 1 4	0 2 7	0 3 9	0 4 11	0 6 0	0 7 0	0 7 11	0 8 10	0 9 8	0 10 10	0 11 7	0 12 11	0 14 1	0 15 0	0 15 11	1 0 8	1 2 2	1 3 5
160 ..	0 3 2	0 1 7	0 1 6	0 2 11	0 4 3	0 5 6	0 6 8	0 7 10	0 8 10	0 9 10	0 10 10	0 11 7	0 12 11	0 14 1	0 15 0	0 15 11	1 0 8	1 2 2	1 3 5	1 4 2
170 ..	0 3 5	0 1 10	0 1 9	0 3 4	0 4 11	0 6 5	0 7 9	0 9 1	0 10 2	0 11 5	0 12 5	0 13 1	0 14 7	0 15 7	1 0 11	1 2 2	1 3 3	1 4 2	1 5 0	1 5 9
180 ..	0 3 7	0 2 0	0 1 11	0 3 8	0 5 4	0 6 11	0 8 5	0 9 10	0 11 2	0 12 4	0 13 2	0 14 1	0 15 5	1 1 2	1 2 8	1 4 1	1 5 3	1 6 4	1 7 2	1 8 1
190 ..	0 3 10	0 2 3	0 2 2	0 4 2	0 6 0	0 7 9	0 9 6	0 11 1	0 12 5	0 13 6	0 14 5	0 15 5	1 1 2	1 2 8	1 3 10	1 5 5	1 6 8	1 7 9	1 8 8	1 9 5
200 ..	0 4 0	0 2 5	0 2 4	0 4 5	0 6 5	0 8 4	0 10 2	0 11 11	0 13 2	0 14 3	0 15 4	1 0 5	1 2 2	1 3 10	1 5 5	1 6 8	1 7 9	1 8 8	1 9 5	1 10 2
220 ..	0 4 5	0 2 10	0 2 9	0 5 2	0 7 7	0 9 10	0 11 11	0 13 6	0 14 10	1 0 2	1 1 5	1 2 8	1 4 10	1 6 9	1 8 6	1 10 0	1 11 5	1 12 9	1 13 8	1 14 5
240 ..	0 4 10	0 3 3	0 3 1	0 6 0	0 8 8	0 11 3	0 13 4	0 15 0	1 0 8	1 2 2	1 3 7	1 4 11	1 6 9	1 8 6	1 10 4	1 12 1	1 13 11	1 15 8	2 1 6	2 3 3
260 ..	0 5 2	0 3 7	0 3 5	0 6 7	0 9 7	0 12 4	0 14 4	1 0 3	1 2 0	1 3 8	1 5 4	1 6 9	1 8 6	1 10 3	1 12 0	1 13 8	1 15 5	2 0 2	2 2 0	2 3 9
280 ..	0 5 7	0 4 0	0 3 9	0 7 4	0 10 8	0 13 5	0 15 8	1 1 9	1 3 9	1 5 8	1 7 5	1 9 1	1 11 10	1 13 8	1 15 6	1 17 3	1 19 0	1 20 9	2 0 6	2 2 3
300 ..	0 6 0	0 4 5	0 4 2	0 8 1	0 11 9	0 14 5	1 0 11	1 3 4	1 5 6	1 7 7	1 9 6	1 11 5	1 13 3	1 15 1	1 16 11	1 18 8	1 20 6	1 22 3	2 0 1	2 1 10
320 ..	0 6 5	0 4 10	0 4 7	0 8 10	0 12 8	0 15 7	1 2 3	1 4 11	1 7 2	1 9 6	1 11 8	1 13 8	1 15 6	1 17 4	1 19 1	1 20 11	1 22 8	2 0 5	2 2 2	2 3 11
340 ..	0 6 10	0 5 3	0 5 0	0 9 8	0 13 6	1 0 8	1 3 8	1 6 5	1 9 0	1 11 6	1 13 9	1 15 6	2 1 10	2 6 1	2 9 11	2 13 4	3 0 5	3 3 0	3 8 7	3 12 8
360 ..	0 7 2	0 5 7	0 5 4	0 10 3	0 14 2	1 1 6	1 4 8	1 7 8	1 10 5	1 13 0	1 15 6	2 1 10	2 6 1	2 9 11	2 13 4	3 0 5	3 3 0	3 8 7	3 12 8	3 15 8
380 ..	0 7 7	0 6 0	0 5 7	0 11 0	0 15 0	1 2 7	1 5 11	1 9 2	1 12 2	1 14 11	2 1 8	2 4 2	2 8 9	2 12 10	3 0 6	3 3 9	3 6 8	3 12 6	4 0 11	4 4 3
400 ..	0 8 0	0 6 5	0 6 0	0 11 9	0 15 10	1 3 8	1 7 3	1 10 8	1 13 11	2 0 11	2 3 9	2 6 5	2 11 5	2 15 8	3 3 8	3 7 2	3 10 2	4 0 6	4 5 3	4 8 9

Schedule IV, Table IV.

Showing the Compensation to be awarded for standards of Pepper vines having an estimated future fruitful life of from 1 to 30 years and an estimated future fruit-bearing capacity of from ¼ lb. to 12 lb. weight of dry pepper per annum, the commutation price being As. 2–3 for a lb. weight of dry pepper, the rate of interest 6 per cent. per annum, the cost of bringing each standard into bearing As. 3–6, and the annual cost of maintaining it pies 6.

Annual produce in lb.	Price of the produce at As. 2–3 per lb.	Net value of the annual produce after deducting pies 6, being the cost of maintaining the standard for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.	12 years.	14 years.	16 years.	18 years.	20 years.	25 years.	30 years.
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
¼ ..	Rs. A. P. 0 0 7	Rs. A. P. 0 0 1	Rs. A. P. 0 0 1	Rs. A. P. 0 0 2	Rs. A. P. 0 0 3	Rs. A. P. 0 0 3	Rs. A. P. 0 0 4	Rs. A. P. 0 0 5	Rs. A. P. 0 0 6	Rs. A. P. 0 0 6	Rs. A. P. 0 0 7	Rs. A. P. 0 0 7	Rs. A. P. 0 0 8	Rs. A. P. 0 0 9	Rs. A. P. 0 0 10	Rs. A. P. 0 0 11	Rs. A. P. 0 0 11	Rs. A. P. 0 1 1	Rs. A. P. 0 1 2
½ ..	0 1 2	0 0 8	0 1 3	0 1 9	0 2 4	0 2 9	0 3 4	0 3 8	0 3 11	0 4 4	0 4 7	0 5 1	0 5 7	0 5 11	0 6 4	0 6 8	0 7 4	0 7 10	
¾ ..	0 1 8	0 1 2	0 2 2	0 3 1	0 3 11	0 4 7	0 5 2	0 5 9	0 6 4	0 6 11	0 7 4	0 8 3	0 9 1	0 9 8	0 10 5	0 10 11	0 12 1	0 12 11	
1 ..	0 2 3	0 1 9	0 1 8	0 3 3	0 4 5	0 5 5	0 6 5	0 7 5	0 8 2	0 9 1	0 9 10	0 10 6	0 11 11	0 13 2	0 14 2	0 15 1	0 15 11	1 1 8	1 2 11
1½ ..	0 3 5	0 2 11	0 2 10	0 4 11	0 6 8	0 8 5	0 10 1	0 11 8	0 13 1	0 14 5	0 15 9	1 1 0	1 3 2	1 5 2	1 7 1	1 8 7	1 9 11	1 12 11	1 15 0
2 ..	0 4 6	0 4 0	0 3 8	0 6 5	0 8 11	0 11 3	0 13 6	0 15 8	1 1 8	1 3 6	1 5 3	1 6 11	1 10 0	1 12 9	1 15 2	2 1 5	2 3 4	2 7 3	2 10 2
2½ ..	0 5 8	0 5 2	0 4 7	0 8 0	0 11 2	0 14 4	1 1 2	1 3 11	1 6 6	1 8 11	1 11 3	1 13 5	2 1 5	2 4 11	2 8 0	2 10 11	2 13 4	3 2 5	3 6 3
3 ..	0 6 9	0 6 3	0 5 3	0 9 6	0 13 5	1 1 1	1 4 8	1 7 11	1 11 1	1 14 0	2 0 9	2 3 5	2 8 2	2 12 5	3 0 3	3 3 8	3 6 8	3 12 9	4 1 5
3½ ..	0 7 11	0 7 5	0 6 2	0 11 1	0 15 9	1 4 2	1 8 4	1 12 3	1 15 11	2 3 5	2 6 8	2 9 10	2 15 6	3 4 7	3 9 2	3 13 2	4 0 8	4 8 0	4 13 5
4 ..	0 9 0	0 8 6	0 6 11	0 12 7	1 1 11	1 7 0	1 11 8	2 0 3	2 4 5	2 8 5	2 12 3	2 15 10	3 6 4	3 12 2	4 1 4	4 5 11	4 10 0	5 2 5	5 8 8
5 ..	0 11 3	0 10 9	0 8 6	0 15 8	1 6 5	1 12 10	2 2 10	2 8 7	2 13 11	3 2 11	3 7 8	3 12 3	4 4 5	4 11 10	5 2 5	5 8 2	5 13 4	6 7 11	6 15 11
6 ..	0 13 6	0 13 0	0 10 0	1 2 9	1 10 11	2 2 8	2 9 11	3 0 10	3 7 4	3 13 5	4 3 2	4 8 8	5 2 8	5 11 6	6 3 5	6 10 5	7 0 8	7 13 6	8 7 1
7 ..	0 15 9	0 15 3	0 11 8	1 5 11	1 15 5	2 8 6	3 1 1	3 9 2	4 0 9	4 7 11	4 14 8	5 5 1	6 0 9	6 11 2	7 4 5	7 12 8	8 4 1	9 3 1	9 14 4
8 ..	1 2 0	1 1 6	0 13 3	1 8 11	2 3 11	2 14 5	3 8 2	4 1 5	4 10 2	5 2 5	5 10 2	6 1 5	6 14 11	7 10 11	8 5 6	8 15 0	9 7 5	10 8 8	11 5 7
9 ..	1 4 3	1 3 9	0 14 11	1 12 1	2 8 5	3 4 2	3 15 4	4 9 9	5 3 7	5 12 11	6 5 8	6 13 11	7 13 1	8 10 8	9 6 7	10 1 3	10 10 9	11 14 2	12 12 10
10 ..	1 6 6	1 6 0	1 0 5	1 15 2	2 12 11	3 10 0	4 6 5	5 2 0	5 13 0	6 7 4	7 1 2	7 10 4	8 11 3	9 10 3	10 7 8	11 3 7	11 14 2	13 3 9	14 4 0
11 ..	1 8 9	1 8 3	1 2 1	2 2 3	3 1 6	3 15 11	4 13 6	5 10 4	6 6 5	7 1 10	7 12 7	8 6 9	9 9 5	10 9 11	11 8 8	12 5 9	13 1 5	14 9 4	15 11 2
12 ..	1 11 0	1 10 6	1 3 8	2 5 4	3 6 0	4 5 9	5 4 7	6 2 8	6 15 10	7 12 3	8 8 1	9 3 2	10 7 6	11 9 8	12 9 9	13 8 1	14 4 10	15 14 11	17 2 6

Government of Fort St. George.

LEGISLATIVE DEPARTMENT.

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PAPERS

(No. 4.)

RELATIVE TO

Malabar Compensation for Tenants' Improvements Bill.

G.O., No. 1, Legislative, dated 11th January 1899.

GOVERNMENT OF MADRAS.

LEGISLATIVE DEPARTMENT.

READ—the following papers :—

Letter from A. THOMPSON, Esq., District Judge, North Malabar, to the Secretary to Government, Revenue Department, dated Tellicherry, 14th January 1899, No. 46.

I have the honour to submit the report called for in your Proceedings, dated 17th December 1898.

2. Legislation is certainly necessary in order to do away with the decisions of the High Court that the tenant is entitled, not to the *value* of his improvements but only to the cost of making them, but the "Statement of Objects and Reasons" shows that nothing need be now said on this point.

3. *Section* 3.—The so-called explanation to the definition of tenant is really a substantial change in the law. If a mortgagee under clause (*d*) of section 58 of the Transfer of Property Act be excluded from the definition of tenant, questions will be raised as to the now undisputed right of kanomdars. The explanation should be omitted.

4. The definition of "landlord" is quite insufficient. Many, if not most, suits for eviction or redemption are brought, not by the landlord but by the person to whom the landlord has granted a new demise. The tenant in such suits does not hold under the plaintiff so that it might be a question whether section 6 applied and the object of the Bill might be defeated.

In any case the word "immediately" should be omitted so as to provide for the case of sub-tenants.

5. The explanation to the definition of "improvement" should also be omitted; I have never heard of a case to which the explanation would be applicable, and it will be only a cause of unnecessary disputes.

6. The list of improvements contained in clause (2) might be omitted, the excellent definition contained in clause (1) making it quite superfluous.

7. Section (6) clause (2) is a very excellent change in the law of Civil Procedure. At present, if a landlord does not wish to pay the compensation fixed by the decree, he leaves the decree hanging unexecuted over the head of the tenant for the next 12 years, and the tenant is powerless although he may be anxious to quit the land on receiving his compensation. In order to give full effect to this change in the law, it will be necessary to add after the word tenant "as if the sum ordered to be paid to the tenant as compensation had been decreed against the landlord in a suit for money."

8. Clause 3 should be omitted; it can only cause disputes and afford a loophole for the landlord to evade section 16.

9. *Clause* (4).—The District Munsif, Taliparamba, suggests the insertion of the words "to the person by whom arrears are due" after the words "ordered to be paid" so as to meet the case of the value of the improvements being due to a sub-tenant.

10. Clause (6) should be omitted as utterly useless. I have never heard of a case in which recourse has been made to assessors under the present Act.

11. Clauses (*c*) and (*d*) of section 8 should certainly be omitted as being quite inconsistent with the object of the Bill, which is to secure to the tenant the *value* of his improvements and not their mere cost. Moreover, these clauses will impose upon

the courts the work of calculating the compensation twice over; firstly, under section 8 and secondly, under section 10 in order to see if the sum ascertained under section 8 exceeds the sum ascertained under section 10. The clauses are an illogical combination of two inconsistent ideas; compensation according to market value is intelligible and so is compensation according to cost, but compensation calculated at three-fourths of the market value and one-fourth of the cost seems to be based on no rational principle.

12. *Section* 9.—Why should the tenant receive only three-fourths of the market value of trees and plants sown or planted by him or by a previous tenant? Why again should the tenant receive half the market value of trees planted by the landlord or spontaneously grown, the cost of maintaining such trees being virtually *nil*?

13. Clause 2 of this section is superfluous as, if the trees are immature, this will be considered in estimating their market value.

14. The proviso to section 10 should be omitted as it will only cause unnecessary disputes. The tenant is hardly ever overburdened with capital and it may be safely assumed that in 999 cases out of 1,000 he will carry out his improvements in the least expensive way and it is hardly necessary to legislate for the odd 1000th case.

15. *Section* 12.—Why should the court have to carry back its enquiry for ten years? The market price at the time of valuation is sufficient.

16. Schedules II, III and IV should be omitted. I have heard of nothing like them in the way of legislation since the mediaeval days when the price of almost every article and the costume of all classes of the population were fixed by statute. It may be said that the figures given in these schedules are presumptive only and may be rebutted by evidence, but the practical result will be that the courts will require so much evidence to rebut them that they will be virtually treated as conclusive.

These schedules will merely re-introduce in a greatly aggravated form the evil which Madras Act I of 1887 was passed to remedy. That Act was passed in order to abolish the tables of rates by which the courts then calculated improvements. It is manifest that such tables can, at the utmost, be correct only for the time at which they were prepared.

17. Section 14 will be of hardly any practical value owing to the difficulty of obtaining an alteration of the rates once fixed by the legislature.

18. Section 15 should be omitted. The Malabar tenant is not destitute of sense, he plants trees in order to get as much profit as he can out of them during the term of his tenancy and he is much more likely to know how many trees his land will sustain with advantage than is the legislature. If a case of overplanting were to occur, it would carry its own remedy with it, as the overplanting, if real, would result in a diminution of the yield of the trees and this would be taken into account under section 8.

Letter from W. H. WELSH, Esq.. District Judge, South Malabar, to the Chief Secretary to Government, dated Calicut, 9th January 1899, Dis. No. 35.

With reference to the order of Government, Mis. No. 5021, Revenue, dated the 17th December 1898, communicated under Current No. 5021, Judicial, dated the 29th ultimo, I have the honour to submit the following remarks.

2. *Section* 3 (1)—*Explanation.*—The wording "section 58" should be inserted between "(*e*)" and "of the Transfer of Property Act." This is a new provision. The reason for the exclusion of mortgagees under clauses (*c*), (*d*) and (*e*) of section 58 of the Transfer of Property Act from the definition of "tenant" is not apparent nor is it explained in "the Statement of Objects and Reasons." As the law now stands a mortgagee for a term of years, *viz.*, *Kanomdar*, *Ottidar*, *Karipanayomkar*, &c., is entitled to be compensated. The Subordinate Judge of Palghat and two District Munsifs therefore suggest that a mortgagee under clauses (*c*), (*d*) and (*e*) of section 58 of the Transfer of Property Act should be expressly included in the definition of "tenant." If the explanation become law it is not very unlikely that the shrewd jenmi will embody in the document some clause creating some money right so as to defeat the tenant's right to compensation.

The wording of clauses 1 and 5 of section 6 referring to the decree or order "for the redemption of the land" is also in favour of this view.

3. I had lately before me a suit (Appeal Suit No. 658 of 1898) in which one issue was whether mesne profits were payable to a mortgagor who had tendered the value of the mortgage but not the value of improvements.

4. The mortgagor had tendered the mortgage amount within the meaning of sections 83 and 84, Transfer of Property Act, but had not tendered the value of improvements under sections 4 and 5 of the Malabar Compensation for Tenants' Improvements Act and yet sued to redeem and for mesne profits. It is not laid down in the latter Act that sections 83 and 84, Transfer of Property Act, are to be read subject to these provisions.

5. Consequently tenants are in a difficulty whether to surrender as required by the Transfer of Property Act or to hold out as allowed by the Local Act. If they hold out they may be saddled with payment of mesne profits and pleaders do not know how to advise clients.

6. *Section* 4 (1)—*Explanation.*—This is also a new provision. It will be disadvantageous to the tenant. If a large part of the property has been substantially improved and a small part has been damaged by the improvement it would be competent to the landlord to contend under the explanation that no compensation should be given for the improvement. It is evident that in such cases the tenant should be awarded the value of the improvements *minus* the amount of the damage. One Subordinate Judge and one District Munsif therefore consider it advisable to omit the explanation.

7. *Section* 6 (2).—In the case of decrees for ejectment the tenant should not have the option of taking out execution of the decree. It would be sufficient to make the decree for surrender of the land *conditional* on payment for the improvements. The wording may be slightly altered so as to make the order for such payment an independent part of the decree as well as a condition precedent to the landlord's right to recover the land.

8. I have no remarks on the other portions of the Bill. The tables seem to have been carefully prepared.

No. 138.

Transferred to the Revenue Department.

(Signed) A. R. KNAPP,
Ag. Under Secretary.

16*th January* 1899.

Letter from M.R.Ry. C. SANKARAN NAIR, Madras, to the Secretary to Government, Revenue Department, dated Egmore, 17th January 1899.

I have the honour to forward, herewith, my remarks on the Malabar Compensation for Improvements Bill with reference to G.O., Mis. No. 5021, dated 17th December 1898.

Section 3, *Clause* (1).—The result of this definition and explanation will be, when taken with sections 5 and 6, that usufructuary mortgagees, English mortgagees and mortgagees by conditional sale will be excluded from the operation of the Act, and if the holders under kanom and analagous tenures are held to be usufructuary mortgagees, the operation of the Act will be very much restricted.

(1) Men who obtain cowles from Government for the cultivation of waste lands without recognizing any janmis' title; neither the Government nor the cowledar claiming the janm right.

(2) A trespasser or mere squatter who cultivates waste land either in ignorance of or in full knowledge of the owner's right but without recognizing any such right and having no title whatever to cultivate the land.

(3) Persons claiming under an invalid alienation (say under a karnavan) whether by way of mortgage or lease who have built houses on waste parambas.

(4) Any mortgagee, even those falling under C, D and E of section 58.

(5) In fact any holder of land not claiming janm right and who may not be included in this definition of "tenant."

These will not be entitled, under this Bill, to claim the value of improvements as they are apparently not included in the definition section (3) and sections 5 and 6 will not therefore apply to them.

Further if *A* in possession lets the land to *B* who makes improvements, then *B* is now entitled to their value from *C* who proves his title and obtains decree for possession against *A*. In this case *B* no doubt is a tenant according to the definition in the Bill, but he is only a tenant of *A*, and the Bill as drafted leaves it open to fair argument whether *C* is bound to pay *B* the value of improvements.

The right of the holders of land above referred to claim the value of their improvements has never been doubted—at least I can't remember any instance. Till now the term "tenant" has been understood by the janmis and tenants in Malabar to include any holder of land who is not a janmi and who does not claim janm.

I trust that the legislature will not throw any doubt on those rights which till now have been recognized unquestioned.

These provisions (sections 3, 5 and 6) seem therefore open to the grave objection that they will tend to exclude from the operation of the Bill, perhaps the majority of cases in which the courts have to award the value of improvements.

Section 8.—There is apparently a mistake here which might lead to serious consequences. The section as drafted does not apply to those cases where the improvement has not *caused* but will only cause, in the course of a few years or even the next year, an increase in the net annual produce. This is holding out a premium to janmis, *not* to renew kanoms or leases, but to evict tenants when there are trees (mainly cocoanut) planted by them which have not come into bearing. An increase in evictions will accordingly be the result.

In so far as the Bill fails to recognize the right of the labourer or tenant to the full value of the improvements, I do not approve of the same. The decisions of the High Court are not uniform and I consider those decisions sound that recognize such claim. On this question which is dealt with in section (8) and the following sections I shall send you my observations later.

But this difference of opinion notwithstanding, I consider that this Bill will effect a great and desirable improvement on the existing system.

(Signed) C. SANKARAN NAIR.

Read—the following letter from G. W. DANCE, Esq., Collector of Malabar, to the Secretary to Government, Revenue Department, dated Calicut, 25th January 1899, Ref. on C. No. 1653-B. and G. of 1898 :—

With reference to G.O., Mis. No. 5021, dated 17th ultimo, calling for remarks on the Bill "to secure to tenants in Malabar district compensation for improvements," I have the honour to submit, herewith, the opinions received from the officers and non-official gentlemen named in the margin.

1. Rao Bahadur P. I. Chinnaswami Pillai, Landholder, Chairman, Municipal Council, Palghat, and Member, District Board.
2. L. Vibert, Esq., I.C.S., Special Assistant Collector.
3. M.R.Ry. C. Gopalan Nair Avargal, Special Deputy Collector for Janmam Registration.
4. M.R.Ry. K. Govinda Menon Avargal, Tahsildar of Kottayam.
5. M.R.Ry. A. Chandu Nambiar Avargal, Tahsildar of Walavanad.
6. M.R.Ry. S. Ananta Patter Avargal, Tahsildar of Palghat.
7. Diwan Bahadur E. K. Krishnan, Retired Sub-Judge.
8. M.R.Ry. P. A. Krishna Menon Avargal, First-grade Pleader, Calicut.

M.R.Ry. The Parappanad Raja.

2. I have no remarks to offer. The subject is not one on which I am competent to offer an opinion.

3. I respectfully submit that the time allowed is too short to admit of the Bill being carefully criticised [illegible]nt's right

Enclosures.

(1)

From Rao Bahadur P. I. CHINNASWAMI PILLAI, Landholder, Chairman of the Palghat Municipality and Member of the Malabar District Board, Palghat, to the Collector of Malabar, dated 5th January 1899.

I have the honour to acknowledge the receipt of your Ref. No. 1653-B. and G., dated the 26th ultimo, forwarding a copy of a draft Bill to secure to tenants in the Malabar district compensation for improvements, and in reply to submit the following remarks.

I have not had time to consider fully the details of the Bill, but I beg to express my opinion that the present Malabar Compensation for Tenants' Improvements Act I of 1887 is quite vague and defective, and requires to be replaced by fresh legislation. It is not necessary for me to notice the alterations, particularly as the Honourable Member in charge of the Bill—one of the greatest authorities on matters connected with Malabar—has fully and clearly treated the subject in his Statement of Objects and Reasons, and has dealt in an exhaustive manner with the principles to be followed in framing the new compensation Act. I think that the additions and modifications made in the proposed Act will prove beneficial both to landlords and tenants, and that the Bill may be passed into law.

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(2)

From L. VIBERT, Esq., I.C.S., Acting Special Assistant Collector, Malabar, to the Collector of Malabar, dated Camp, Calicut, 10th January 1899.

With reference to your Endorsement, Ref. No. 1653—B. and G., dated 26th December 1898, on Tenants' Improvements Bill, I have the honour to state that the only remarks I have to offer are as follows :—

I doubt whether the provision of section 5 is not in conflict with the provisions of the Transfer of Property Act but this is a point for officers versed in civil law to examine.

I note that though the word kanom occurs in section 6 (3) it is not defined and it is not clear whether the phrase "kanom or lease" means that the terms are to be considered as interchangeable, which is hardly the case. The kanomdar is both landlord and tenant—a fact which might be noted as an explanation perhaps.

As the court has power under section 15 to grant the full rate for trees in excess of the scale—a fact which is implied but not expressed—it does not seem necessary to add the extra classification of tracts favourable to cocoanuts. The limit number of trees that should be planted will always be a matter of evidence when it is over 60, because it will have to be proved that the land is specially favourable. There are tracts specially favourable to areca—lowlying parambas where they will grow hardly four feet apart. The scale allows them at eight feet apart and in every case of overplanting it will naturally be put in evidence that the land could bear the extra crop—so that if it is clear that the court has discretion to exceed the scale no additional classifications for favourable areas are called for.

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(3)

Note by M.R.Ry. C. GOPALAN NAIR, Special Deputy Collector, Walavanad, dated Vellurzhi, 6th January 1899.

Section 3, *Clause* 1.—The object of the Bill is to secure to tenants the full market value of their improvements; and it is therefore desirable that the word "tenant" should include all such persons as may be entitled by law or custom to claim compensation for any improvements made by them. The word is defined to mean "a person who holds land under another person and is, or but for a special contract or custom would be, liable to pay rent for that land to that person." This definition restricts the class of persons to whom this enactment is applicable, to those who hold lands with the consent of another person. It excludes persons who occupy lands, without consent being applied for and obtained. I would instance the large number of cowle-holders who never obtained the janmi's consent before cultivating lands. The cowle-holder acquires an absolute right if he holds the land for the statutory period, but if the proprietor establishes his title within that period and obtains a decree to eject the cowledar, the latter is entitled to the value of improvements but not being a tenant, the question arises as to how the value should be assessed since the Bill refers only to improvements by "tenant." Similarly, squatters entering upon waste lands in Malabar without obtaining the proprietor's title as also purchasers of the squatter's improvements, are entitled to the value of improvements. They are practically trespassers, but so long as they are liable to be ejected at the

instance of another person having superior title, it seems to me that it should be distinctly expressed that they fall within the definition of "tenants," and that the value of improvements will be fixed in accordance with the provisions of the Bill. I note that section 17 provides that "nothing in this Act shall take away the right of any person who may be entitled by law or custom to claim compensation for any improvements other than those dealt with under the provisions of this Act." The right of trespassers to compensation for their improvements probably fall within the purview of this section; but it seems to me that, since the Act is expressly framed for the purpose of securing the full market value of improvements, it will be better to include in the definition of the word "tenant" all classes of persons who are entitled to the value of improvements. This may be done by defining "tenant" as including a person who is liable to be ejected at the instance of another person having superior title and adding an explanation that a person who without title occupies land and is liable to be ejected at the instance of another person having superior title is a tenant within the meaning of this section.

2. *Section* 3, *Clause* 1, *Explanation*.—A mortgagee under clauses (*c*), (*d*) and (*e*) of section 58 of the Transfer of Property Act, 1882, is not a 'tenant' within the provision of this Act. The object of this exclusion is not stated. These mortgagees were not excluded from the operation of Act I of 1887, and it appears to me that, though mortgagees under clause (*c*) and clause (*e*) may be excluded, mortgagees under clause (*d*) should not be so excluded. Clause (*c*) of section 58 deals with a conditional mortgagee, clause (*d*) with a usufructuary mortgagee, and clause (*e*) with an English mortgagee.

3. With reference to "mortgage by conditional sale," I find that it is the same as "Peruvartham" in Malabar (Commentaries on the Transfer of Property Act by Mr. Justice Sheppard, page 185) and "Peruvartham" is defined to be "a deed under which the janmi has received the full value of the property mortgaged and is not entitled to any, the smallest share of the pattam or even the smallest token of acknowledgment of proprietorship." (Malabar Manual, volume II, page CCXXVII). The janmi is entitled to the market value of the land at the time of redemption, so that there is no objection to excluding mortgage under clause (*c*) from the operation of this Act.

4. But with reference to usufructuary mortgagees, I consider that they should not be excluded. Otti and kanom are usufructuary mortgages (Commentaries on the Transfer of Property Act, page 190). It is inequitable that the very large class of kanom tenants in this district should not have the protection which it is intended should be conferred upon the Malabar tenants by this Act. They have not been excluded from the benefit of Act I of 1887, and I do not see good grounds for their exclusion from the operation of the proposed enactment. Section 17 is no adequate protection. The object of the proposed measure is to ensure that the full value of improvements is secured to the person who makes those improvements, and it is but reasonable to suppose that the kanomdars and mortgagees in possession should find a place among the "tenants" who are to be benefited by this measure.

5. With regard to English mortgage, I think this may be excluded since it does not prevail in this district.

6. I therefore suggest that clause (*d*) may be omitted from the explanation.

7. *Section* 4, *Clause* 1.—"The protection and maintenance of such trees and plants, the same having grown spontaneously or having been planted by the landlord or any previous tenant." The last portion "or having been planted by the landlord or any previous tenant" did not find a place in Act I of 1887, and for reasons which I shall state below I consider the amendment unnecessary.

The principle on which the Bill has been drafted is that an evicted tenant is entitled to the full market value of improvements effected by him. Clause (i) contemplates three classes of improvements. Protection or maintenance of trees and plants—

(1) grown spontaneously.
(2) planted by the landlord.
(3) planted by any previous tenant. There is nothing to be said about the class of improvements specified as No. (1), but I take objection to Nos. (2) and (3).

No. (2) *Protection or maintenance of trees planted by the landlord*.—*A*, a landlord, plants a cocoanut tree and after it has come into bearing demises the property with the tree to *B*. The rent payable is the share due to the landlord after incurring expenses incidental to protecting the tree. The protection of the tree is a duty imposed upon the tenant and is necessary for the safety of his own investment. If he neglects to protect the tree, it results in deterioration and consequent loss to himself. If the tree decays in consequence of the neglect of the tenant to protect the tree, the Courts will hold the tenant liable to pay damages, and I do not think that the landlord should be asked to pay to the tenant for performing a duty which is cast upon him by his acceptance of the demise and which he is bound to perform in his own interests.

No. (3) *Protection of trees and plants planted by any previous tenant*.—This again has to be divided into two classes—one is a case where a landlord after recovering the land from one tenant (*A*) demises it to another (*B*), and the other is a case where a tenant assigns his demise to another tenant. In the former case the landlord, when recovering possession, pays the value of the improvements made by *A* and demises the land to *B*, and if the landlord is again to pay to *B* for the protection and maintenance of trees for which he paid to *A*, he will have been paying twice for the same set of trees though for different periods. The trees, though not planted by the landlord, became the property of the landlord on his recovering possessions of the land from *A*, and as stated in the above paragraph it is the duty of the tenant—in the interests of the landlord as also in his own interests—to protect and maintain what has been demised to him. The protection and maintenance of trees belonging to the landlord cannot therefore be considered a separate charge, since in the absence of such protection and maintenance the tenant would not be able to enjoy the produce of the trees or secure the interest on the money advanced by him. The property mortgaged is the security for the money advanced, and that for keeping the property in good order in his own interests the tenant should be paid is hardly fair to the landlord. In the other case referred to, where a tenant assigns his right to another tenant the tenancy so far as the landlord is concerned is what was created by the original tenant, and provisions for the protection and maintenance of trees planted during the tenancy have already been made in clause (*h*). I think therefore that the amendment is unnecessary.

8. *Section* 6, *Clause* 1.—The portion referring to the redemption of the land comprised in the demise to the tenant is new. This amendment certainly refers to a kanom tenant and supports my argument in favour of including a usufructuary mortgagee in the definition of a tenant (*vide* paragraph 1 above). In clause (i) the expression "for the redemption of the land comprised in the demise to the tenant" might be made clearer. In a case where a landlord waiving his right over two out of ten items of lands demised to a tenant sues for the recovery of the remaining eight items, the question arises whether the Court should compel such landlord to pay the value of improvements on all the items or only on the eight that he seeks to recover. The value of all the improvements is ordinarily payable to the tenant, and the expression "Due to the tenant for improvements under this Act" might be interpreted to mean that the landlord is liable to pay for the value of all the improvements irrespective of the fact that the landlord has given up his right over two of the items.

9. *Clause* 3.—"When under an express agreement in writing, &c." With reference to this class, I have only to observe that a landlord is not likely at the time of the grant or renewal of a demise to enter into an "express agreement" so that the clause will practically be a dead letter.

10. *Section* 8.—I have had hardly time to carefully study the various aspects of the question involved in this section, but I am afraid that the object with which this amendment was proposed has not been sufficiently met. In the Statement of Objects and Reasons it has been observed that the "provisions of Act I of 1887 leave too much to the discretion of the Courts and the assessors appointed under the Act, while the absence of clear, uniform and definite principles to guide them in awarding compensation is a serious defect." So far as the question of assessors is concerned, I have not heard that any Court appointed assessors for the purpose of fixing the value of improvements. The next question is whether the discretion of the Courts has been in any degree restricted by the present Act. Reading illustration (1) I find that the age of the tree, the probable future fruitful life and the future average annual yield are questions that have still to be left to the discretion of the Court with the result that no two Courts in the district are likely to agree in determining these points. I may add that the same Court cannot be expected to arrive at the same result in consequence of the different modes of classification adopted by different individuals deputed for that purpose by the Court.

11. *Section* 9.—I would omit "planted by the landlord or a previous tenant" with reference to my remarks in paragraph 7 above.

12. *Section* 12.—In practice this can be worked only with the greatest difficulty. It casts upon the Courts an unnecessary amount of labour and holds out inducements to commit perjury in fixing the value "during the last ten years." I would therefore suggest the omission of this particular portion and leave it to the discretion of the Court to assess the market value with reference to schedule II of the Act.

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(4)

From M.R.Ry. K. GOVINDA MENON, Tahsildar, Kóttayam, to the Collector of Malabar, dated Tellicherry, 14th January 1899, No. 31-D—R.-99.

With reference to your Memorandum, Ref. on Cur. No. 1653—B. and G. of 1898 of the 26th December last, asking for my opinion and remarks on the "Bill to secure to Tenants in Malabar Compensation for Improvements," I beg to state as follows.

2. The general provisions of the Bill go, no doubt, to materially improve the present hard condition of the tenants in general. Such an improvement in the case of the Mappilla tenants of Ernad and Walavanad taluks is particularly desirable in the way of removing at least one of the two causes (agrarian discontent) of the Mappilla outbreaks, though the other more powerful cause (fanaticism) must yet remain unaffected—the only remedy for their religious wild notions being consistent with their general education in which respect that community as is well known—is now most backward indeed.

3. The proposed commutation rates of paddy and cocoanut, areca-nut and jack trees are fair and reasonable. The compensation rates also appear to be so and, as compared with the present state of things, are very favourable to the tenants and unfavourable to the janmis; yet I doubt whether the rates are so unfavourable to the latter's interests that one has any good reason to complain. A janmi choosing to recover his property on ejecting the tenant secures and can enjoy (*vide* the illustration under section 8) on the money given away as compensation, more than 7 per cent. interest in the shape of the net value of the annual produce. This is a good investment of money on landed property. The wealthy janmis can very well afford to do so and might not complain. But to such of them as are not in a position to afford to invest the money at so low a rate, it might be, I fear, difficult to recover their properties and the tenants concerned might also be tempted to take advantage of, and add to, their difficulties by wilfully withholding payment of the rent or by committing some acts to the prejudice of the janmis' title and their future interests. It seems to me that some provisions require to be made on the point defining the circumstances under which a janmi might reasonably eject the tenant and the latter is denied wholly or partially the benefits of the Bill.

4. The proposed costs of the original cultivation and the subsequent maintenance of some of the improvements dealt with in the Bill also, in my humble opinion, require modification or elimination. A charge of Rs. 2-10-0 for cultivating and bringing up a jack tree is obviously excessive. This tree is seldom looked after, after it has grown up sufficiently high to be free from being injured by cattle, and afterwards practically, no expenditure is incurred for its maintenance. It seems to me that the above charge might therefore be reduced to As. 8 or Re. 1 the utmost, and no cost requires to be provided for its maintenance while in bearing. As regards the cocoanut trees, these are particularly looked after (watered, manured and fenced) only so long as they remain in the "Kili" stage, and afterwards they are, as a rule, manured only once a year. The costs of bringing up a cocoanut tree and maintaining it afterwards might also be reduced in the formal case to Re. 1 where the ground is low and the soil light and Rs. 1-8-0 where the ground is high and the soil heavy, and, in the latter, to 6 pies in both the cases.

5. Having had no personal experience of any agricultural operations or of the management of tarwad affairs and so being not in a position to verify the provisions of the Bill by my own experience, I have had to make enquiries on doubtful points. Hence the delay in submitting this report which I hope to be kindly excused.

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(5)

From M.R.Ry. A. CHANDU NAMBIAR, Tahsildar of Walavanad, to the Collector of Malabar, dated Camp, Anamangad, 10th January 1899, Dis. No. 23-Rev. of 1898.

With reference to your Memorandum, dated 26th December 1898, No. 1653—B. and G., directing to submit opinion and remarks on the Bill to secure to tenants in the Malabar district compensation for improvements, I beg to submit the following :—

1. *Section* 3 (1) *Tenant.*—A mortgagee with a term of 12 or more years may make improvements for which he is entitled to compensation under the existing law. By the explanation given to section 3 (1) in the Bill in question, he is deprived of that right. Instead of therefore excluding him from the definition it would be well to include him also.

2. *Section* 4 (1) *Improvement.*—The explanation given here does not appear to be necessary. In the explanation the term *holding* occurs which is not defined. As generally understood the term holding includes all items of lands included in one document executed by a landlord to his tenant. Say in a document there are ten items. The work executed in respect of one of them may add to the value of the holding by Rs. 100 a year, but may diminish the value of another part by Rs. 75 a year. Would this be an improvement? The term holding requires definition.

3. *Section* 4 (2) (*d*).—This should include "conversion of one or two crop-land into three crop-land" also. As it is, three crop-land is not included in the definition. Conversion of dry or garden parambas into pallial or one crop-land is an improvement under the existing law.

Is not such conversion an improvement under the proposed law? The definitions given in section 4 do not seem to be clear so as to include the same also. Is a flower garden intended to be excluded from the definition of improvement? If not, I think, it is necessary to define the term "improvement" so as to include the same also.

4. *Section* 6 (1).—Under a sale certificate granted under the Revenue Recovery Act a purchaser can be put in possession of the land by a civil court. Under the proposed law it would appear that the purchaser has to pay for improvements inasmuch as the civil court is bound to enquire into and determine the amount of compensation to be paid to the tenant before ejectment. Is it intended to be so done and, if so, who is to pay such compensation?

5. *Section* 6 (3).—This clause—a powerful instrument for landlord—in effect deprives his tenant of the value of his improvements. Ever since Act I of 1887 was introduced, some landlords—especially in North Malabar—used to make in renewal leases an agreement to the effect that the compensation is settled (when as a matter it is not really settled) or that so much money is paid in cash to the tenant in consideration of improvement to be made by him (tenant) (when as a matter of fact not a single cash is paid). Then there might be a question as to why the tenant yields to such a false agreement. The answer is simple. It is simply because he has no fixity of tenure. The agreement is evidently for the purpose of depriving the tenant of his improvements and is made simply because the law provides therefor. The tenant cannot but yield to the terms dictated by his landlord so long as the latter (landlord) can eject him (tenant) of his holding even by payment of heavy compensation if necessary. Before the introduction of Act I of 1887, it was the practice both in North and South Malabar to grant one demise in respect of all wet and dry lands to a tenant, that is to say, it was the practice to include *all lands*,—wet and dry—in one and the same document executed by a landlord to his tenant. Subsequent to the Act separate demises are granted exhibiting all wet lands for which no compensation can be claimed in one document, and dry and garden lands alone in which improvements are likely to be effected by tenant in another document. North Malabar tenants depend more on garden produce which is not the case in South Malabar, where wet lands yielding two or three crops a year are extensive. A tenant in South Malabar possessed of wet lands only which yield immense produce, if ejected, is entitled to get no compensation therefor. He cannot therefore lose such lands which it is his desire to retain at any cost. This—his weakness—is too well known by his landlord who can, if separate demises as aforesaid are granted, sue the tenant as it suits his purpose. If therefore after the expiry of the lease the tenant does not yield to the terms dictated by the landlord in respect of settlement regarding compensation for improvements effected by the tenant, then the landlord can sue under the demise granted for wet lands and evict the tenant who, it dispossessed of wet lands, would not be able to support his large family. He must then necessarily yield to the landlords' wishes. Separate demises are therefore granted to drive the tenant to the necessity of yielding to his landlord. In respect of dry lands landlord does not want to evict his tenant simply because he has to be compensated for the improvements effected by him (tenant).

6. *Section* 6 (2).—Giving power to the tenant to execute a decree or order against his landlord appears to be hard. It may be given under exceptional circumstances. If the amount of compensation awarded is large, the landlord would not care to pay the same and eject the tenant. By giving the power to the tenant he may be able to proceed against the landlord's other property. It would certainly be imposing a penalty on the landlord merely because he let his land to the tenant. It is more so when the landlord happens to be an innocent Janmi. The case may, however, be different when the landlord's case is otherwise. I would therefore like to have a proviso added to it as follows: "The latter can only apply for execution if it is proved to the court that the suit was not due to any fault on his part."

7. *Section* 6 (5).—Who is to prove the substantial injury referred to in this section? The section must be modified so as to enable the tenant to remove the improvements for which no compensation is awarded unless the landlord satisfies the court that such removal would cause injury to the holding.

8. *Section* 6 (6).—The object with which the law is enacted can be gained only by an impartial valuation of compensation. Such valuation will never be made by irresponsible Commissioners now existing in courts. If paid Commissioners or assessors are appointed, they are likely to realize the importance of their position and do justice to their work. In making rules it is therefore a point for consideration whether or not paid servants ought to be appointed.

9. *Section* 9 (1).—Are flower plants (not in pots) such plants as are mentioned in this section? If so, how is the compensation therefor to be calculated? They cannot be sold by public auction inasmuch as some of them cannot be *cut* and carried away.

10. *Section* 12.—The presumed price of cocoanuts, &c., is given in schedule II and it is laid down in this section that the court should ascertain the average price and determine the money value, &c. I think it would be well to frame the section in such a way as to make the court presume that the price of cocoanuts, &c., is that shown in schedule II, unless the party disputing the same proves to the contrary.

11. In conclusion I respectfully beg leave to state that any stringent provision in the Act would not deter Malabar Janmis from ousting their tenants unless and until some law which provides for fixity of tenure is enacted.

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(6)

From M.R.Ry. S. ANANTA PATTAR, Tahsildar, Palghat, to the Collector of Malabar, dated 7th January 1899, Ref. on C. No. 2510—C. and D. of 1898.

Adverting to your Memorandum, dated 26th December 1898, Ref. on C. No. 1653—B. and G., I beg to submit the following remarks regarding the provisions of the Malabar Compensation for Tenants Improvement Bill :—

1. The first change which the Bill proposes to introduce is the right of the tenant to execute the decree in a redemption suit against the janmi—*vide* section 6, clause 2. I think this right, though a novel one, is very necessary for many janmis when they find that they have to pay heavy compensation decline to execute the decree and thus place the tenants without any remedy. This defect will now be removed.

2. The provision contained in clause 5 is also a wholesome one.

3. The classification of improvements (*vide* sections 8, 9 and 10) are, no doubt, essential, but the rules laid down for capitalizing the value of improvements are too much in favour of the tenants, and if they are adopted finally, I do not think that any janmi in Palghat would dare attempt to evict a tenant from his holding. In this taluk the chief dispute between the janmi and the tenant in a redemption suit is as regards the vettu chamayam (improvement for converting dry into wet), and if it is to be capitalized according to the provisions of this Bill the janmi will be swamped. The same remarks apply to the improvements proposed to be given for fruit trees in the coast taluks. I think if the Bill is passed the necessity for Tenancy Bill for the district will be considerably lessened as janmis will not seek to redeem their lands on payment of such heavy compensation.

4. The figures in the several schedules appear to have been worked out as correctly as the circumstances of the case would admit. The effect of clause 16 under which a tenant can claim compensation contrary to the provisions of this Bill in spite of any contract to the contrary will be very disastrous to many janmis in this taluk. I have known several instances in which contracts have been entered into by janmis and tenants limiting the vettu chamayam to Rs. 8 for land sowing one para of seed. The contemplated provision to enable tenants to claim compensation according to the new Bill will render such contracts null and void and this will be very disastrous to the janmis as observed before.

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(7)

Remarks by Diwan Bahadur E. K. KRISHNAN, Retired Sub-Judge, dated Tellicherry, 7th January 1899.

Section 6 (4).—This is in accordance with the Malabar usage. I think it may be made clearer by the provision that the right of the landlord to set off against the value of improvements any rent due to him must prevail against any alienation made by the tenant, as was decided in Eressa *v.* Shamu Pattar (I.L.R. 21, Mad., 138, dated 19th August 1897).

Section 8.—The mode of calculating the value of improvements herein laid down with the tables appended has simplicity to recommend it, but I think that, in very many cases, it will work a great hardship on the landlord—nay it will tend to *improve off* his janmam right altogether. I think that in no case should the compensation for a cocoanut tree planted by the tenant exceed Rs. 10. That should be the maximum limit, whereas Rs. 21–8–11 is put down as such in the schedule. What is proposed to be given as compensation is almost equal the janmi's share in the trees grown on his soil. A deduction should be made in his favour in consideration of his ownership in the soil. This right to a deduction was distinctly recognised in several taluks as shown in schedules of value of improvements appended to Mr. C. Ramachandra Aiyar's Manual of Malabar of Law. I think the better plan would be to ascertain the net annual value of the produce of the trees planted by the tenant and allow a compensation five to ten years' purchase of that value according to circumstances. I am of opinion that it will be iniquitous to give to the tenant more than ten years' value. I have no objection to the present value system being adopted provided the maximum be limited to Rs. 10. Supposing a janmi lets out an acre of pure *tarishu* land of first-class soil and the tenant plants it up with 60 cocoanut trees, let alone the other trees mentioned as capable of simultaneous cultivation in section 15 and these 60 cocoanut trees on attaining full-bearing age produce each 100 nuts a year and their estimated future fruitful life is 50 years, the

janmi on eviction of the tenant have to pay according to schedule IV, table II, sixty times Rs. 21–8–11, viz., Rs. 1,293–7–0. I doubt if a paramba of that area, however well improved, will fetch Rs. 1,293–7–0 as *janmam* price. The unfortunate janmi cannot even elect to abandon the land to his tenant for compensation due to him, because under section 6 (2) the decree for ejectment conditional on payment to the tenant of the compensation determined under the Act, may be executed at the instance of the tenant and the janmi's other lands may be sold up to satisfy the tenant's claim for compensation in respect of the one acre land here suffered. In my opinion, the Bill as it now stands, if passed, will be disastrous to janmam interest in Malabar.

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(8)

Notes on the Bill to amend the Malabar Compensation for Tenants' Improvements Act by P. A. KRISHNA MENON, First-grade Pleader.

Section 3.—The definition of tenant does not take in all classes of persons who are entitled to get compensation for improvements.

A cowldar who enters upon land independent of the janmi and makes improvements but pays no rent to the landlord is entitled to get compensation for improvements and does get compensation now when evicted by the rightful owner.

Trespasser.—Even a trespasser is allowed compensation for improvements according to the custom of the country. (*See* Wigram's Manual, page 137, paragraph 1.)

For instance, a person believing himself to be the owner of a land enters upon it and effects improvements. The real owner establishes his right in a court of law and turns him out. Courts do allow him compensation for the improvements made by him. The word tenant ought to be so defined as to include such persons or an explanation added to include such persons.

Explanation to section 3.—It seems to me that this explanation will create serious difficulties and hardships which the framers of the Bill have never thought of.

A Kanom tenant who does not pay rent or purapad comes in under this explanation and such a tenant will not get compensation for improvements. *Ottidar, Veppudar* and *Pulisa Matakku mortgagee* do not ordinarily pay rent. They are all usufructuary mortgagees under the Transfer of Property Act. Such mortgagees are ordinarily allowed compensation for improvements in courts. In fact their right is superior to that of a Kanom tenant. If the explanation is allowed to stand, they will be deprived of the right which they now possess.

Transfer of Property Act is an Indian Act applicable to the whole of British India; any reference to it in a purely local Act is unnecessary; Malabar tenures by specific names may be mentioned. It is the indiscriminate application of the term "Mortgage" as defined in the Transfer of Property Act to Malabar Kanom that resulted in the re-introduction of melcharth into the district because melcharth was considered a second mortgage which is lawful under Act IV of 1882.

Tenant should include sub-tenant also. Otherwise in a redumption suit a sub-tenant of the demisee who does not hold directly under the plaintiff and pay rent to him may not be able to claim compensation for improvements.

Rent.—This word should be made to include purapad or michavoram payable by a Kanom tenant.

Section 4, *clause* (*i*)—"*Having been planted by the landlord.*"—This phrase may work some hardship on the landlords. Trees belonging to the landlord are generally put in possession of the tenant on the latter agreeing to take care of them and to pay rent on account of them. In such cases the tenant is not entitled to claim anything for protecting such trees.

Section 6, *clause* 4.—It is nothing but fair to the landlord that he should have the right to set off all arrears of rent due by the tenant against the amount of compensation for improvements. But it is very hard to extend this privilege to the improvements made by the sub-tenants.

Example.—A demises land to B. B sublets it to C. C makes improvements. There is no privity of contract between A and C. C is not to pay any rent to A. A and B collude together to defeat C who owns large improvements. B, who is liable to pay rent to A, does not pay. A sues B and C for redemption and for arrears of rent; C's improvements are all under clause 4 of section 6 made liable for the rent due by B. Such instances are common.

I would therefore suggest that the right to set off arrears of rent should be given to the landlord only against the improvements of the tenant between whom and the landlord there is privity of contract and not against the improvements of the sub-tenant.

Section 8.—The scheme proposed is too complicated to be worked in ordinary cases. A simpler process is very desirable. The Commissioners appointed in the Munsiffs' courts are not likely to be able to work out the scheme correctly.

The result, however, is satisfactory. If the Bill be passed into law the tenant will get some justice which is now practically denied to him.

Section 14.—Paragraph 1 seems to be very desirable. It is very difficult to get an amendment passed by the legislature. The Government should have the power of amending the schedules.

Section 15—*Jack trees.*—Thirty is too small. Forty trees may safely be planted in an acre of land.

Schedule II.—As. 2-6 is too low a value for 100 areca nuts. The usual price is from 4 to 6 annas.

Schedule III.—Cost of cultivating a crop of paddy for an acre has been admitted to be more than Rs. 10 in the memorial submitted by the Mahajana Subha, whose members are mostly janmis, to the Settlement officer and to the Government.

The tenants who require protection at the hands of the Government are tenants of Walavanad, Ernad and Palghat taluks. In the coast taluks where there are large cocoanut gardens the tenants do not suffer much, and in such places even now landlords do not very easily resort to courts and wantonly turn out tenants. It is in the interior taluks where there is no scope to make much valuable improvements eviction is more freely resorted to. Jack trees and palmyra trees are the only trees that can be advantageously planted in those taluks.

I would very earnestly suggest that a table giving a liberal scale be prepared for jack trees and some reliable guidance be given for valuing palmyra trees. Palmyra trees have now become very valuable after the introduction of the Abkári Act and much revenue is collected by the Government and the owners of such trees also get a corresponding advantage. It is nothing but fair that the tenant who plants such trees ought to be fairly compensated. Within the last few years palmyra trees have become an important item of plantation in Walavanad and Palghat taluks.

On the whole, I welcome the amending Act in the interests of the labouring classes.

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(9)

Memorandum by RAMA VARMA RAJA, Tampuran of Parapanad, dated Parapanagady, 1st January 1899.

It has long been found that the Madras Act I of 1887 has not been working satisfactorily. The present attempt to repeal that Act and to re-enact its provisions with required additions and modifications is indeed desirable. No one is in a better position to know the real wants of the tenants in Malabar than the Hon'ble Mr. Winterbotham a copy of whose Bill has been forwarded to me for remarks.

Section 4 (1).—Improvements should mean only kulikur vittu chamayam and such chamayam as is suitable to the holding and consistent with the purpose for which it was let. I doubt the justice of demising costly buildings unreasonably expended and unsuitable to the holding, as improvements under the proposed Act unless they were erected with the special permission of the landlords. On the one hand it is hard on the tenants to be left with a farm house and buildings in the centre of paddy fields and cocoanut plantations in which he has no interest. On the other hand it is hard on the landlord to be improved out of his own land. It is the duty of the courts to check caprecious conduct on the parts of either. (A.A. 156 and 161 of 1877, South Malabar.) I would add the words "suitable to the holding and consistent with the purpose for which the holding was let" after the word "buildings" in the third line of paragraph (*a*), clause 2, of this section.

Section 6 (6).—For various reasons I seriously doubt the necessity of this clause. Now the courts of Malabar depute a Commissioner to ascertain the value of improvements. "The courts on receiving the Commissioner's report hears the objection of the parties to the valuation and their evidence, if any, offered and records a finding." I think this is more simple and less costly way to determine the value of improvements.

Section 9 (1).—In the case of the trees and plants planted by the landlord or a previous tenant if they had to be protected and maintained by the tenant the compensation may be one-half but in the case of trees spontaneously grown it must be only one-fourth of the sum which the trees or plants might reasonably be expected to realize if sold by public auction to be cut and carried away.

Section 10.—In the eighth line the words "including supervision" may be omitted it being very difficult to estimate the value of supervision.

Schedule 11.—I would put Rs. 15 and 18 as prices of a thousand cocoanuts, respectively, in localities unfavourably and favourably situated.

These are my views. They are certainly from a janmi's standpoint.

Endt. Mis. No. 513, Revenue.

Copies of the marginally-noted papers will be communicated to the Legislative Department for communication to the Select Committee on the Malabar Compensation for Tenants' Improvements Bill.

(1) Letter from the District Judge, North Malabar, dated 14th January 1899, No. 46, reporting on the Malabar Compensation for Tenants' Improvements Bill.
(2) Letter from the District Judge, South Malabar, dated 9th January 1899, No. 35, reporting on the above Bill.
(3) Letter from M.R.Ry. C. Sankaran Nair Avargal, dated 17th January 1899, forwarding his remarks on the above Bill.
(4) Letter from the Collector of Malabar, dated 25th January 1899, Ref. on Cur. No. 1653-B—G., of 1898, submitting the opinion of certain gentlemen on the above Bill.

(By order.)

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

4th February 1899.

To the Legislative Department, with copies of opinions.

Order—No. 9, Legislative, dated 6th February 1899.

Communicated to the Select Committee on the Malabar Compensation for Tenants' Improvements Bill.

(True Extract.)

H. TREMENHEERE,
Secretary to Government.

To the Select Committee on the Malabar Compensation for Tenants' Improvements Bill,
" Revenue Department.

Exd P. Seetharam.

Government of Fort St. George.

LEGISLATIVE DEPARTMENT.

PAPERS

(No. 5.)

RELATIVE TO

The Malabar Compensation for Tenants' Improvements Bill..

G.O., No. 9, Legislative, dated 6th February 1899.

No. 20, Legislative, 2nd March 1899.

GOVERNMENT OF MADRAS.

LEGISLATIVE DEPARTMENT.

Read—the following paper :—

From K. C. MANAVIKRAMAN RAJA, Honorary Secretary, Kerala Mahajana Sabha, Calicut, to the Secretary to the Legislative Council, Madras, dated Chalapuram, 21st February 1899, No. 99-A.

I have the honour to forward, herewith, extracts from the proceedings of the meeting of the Kerala Mahajana Sabha held on 18th February 1899, and also a copy of the telegram that has been already forwarded to you for information.

Enclosures.

Extracts from the Proceedings of the Meeting of the Kerala Mahajana Sabha, held at Chalapuram Palace at 3 p.m., on Saturday 18th February 1899.

Resolution I.—Proposed by Purnulli Manakal Thuppan Nambudripad and seconded by P. P. Savankutti Kayi Chavvukkaran that as the Malabar Tenants' Compensation for Improvements Bill, now introduced into the Legislative Council by the Hon'ble H. M. Winterbotham to replace the Act I of 1887 and referred to a Select Committee, would, if passed into law, materially affect the rights of the janmis who would thereby be deterred from leasing out parambas to tenants and thus also materially injure the tenants, that

The Government of Madras and the Government of India should be memorialised that the Bill should not be passed, and that, in case it should be passed, such portions of the Bill as are seriously detrimental to the rights of the janmis should be expunged and some other portions modified and the Honorary Secretary of the Sabha be authorised to sign the memorial on behalf of the Sabha and send it to the said Governments.

Carried unanimously.

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Resolution III.—Proposed by Mappat Manakil Vasudavan Nambudripad and seconded by Mondampulath Kesavan Mussad that the Secretary be requested to telegraph to His Excellency the Governor in Council praying that the Bill may not be passed into law before the receipt of the memorial and before hearing the grievances of the janmis.

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Copy of the telegram from the Honorary Secretary, Kerala Mahajana Sabha, Calicut, to the Secretary to the Legislative Council, Madras, dated 19th February 1899.

At a meeting of the Kerala Mahajana Sabha, held this afternoon, it was resolved to submit a memorial to Government representing its views on the Maiabar Compensation for Tenants' Improvements Bill and to request His Excellency the Governor and the Select Committee that the consideration of the Bill in Committee may be postponed until the receipt of the memorial. The memorial will be submitted in about a week.

Order—No. 20, Legislative, dated 2nd March 1899.

Communicated to the Select Committee on the Malabar Compensation for Tenants' Improvements Bill.

(True Extract.)

H. TREMENHEERE,
Secretary to Government.

To the Select Committee on the Malabar Compensation
for Tenants' Improvements Bill.

Exd. A. Rungaswamy Aiyangar.

Government of Fort St. George.
LEGISLATIVE DEPARTMENT.

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PAPERS

(No. 6.)

RELATIVE TO

The Malabar Compensation for Tenants' Improvements Bill.

(G.O., No. 20, Legislative, dated 2nd March 1899.)

GOVERNMENT OF MADRAS.

LEGISLATIVE DEPARTMENT.

READ—the following paper:—

From the Zamorin of Calicut, to His Excellency the Governor of Fort St. George, dated Kottakal, 27th February 1899.

MAY IT PLEASE YOUR EXCELLENCY,—I solicit your Excellency's permission to briefly state my objections to the Bill now before the Legislative Council to amend the Malabar Compensation for Tenants' Improvements Act, I of 1887. The litigation which I have been obliged to institute from time to time since the present Act came into force has taught me that so far from being a defective protector of the rights and privileges of the tenantry, the present law has helped this class at the expense of the landlords and has in many ways proved a successful agency in helping tenants to defy and even harass the landlords and fritter away the interests of the latter without fear of being legally brought to book for so doing. I do not at all intend to assert that the condition of the tenant in the present state of the law is all that could be desired, but I am most confident that if Malabar public opinion is deferred to and the present Bill is placed for a more reasonable length of time on the anvil of discussion, the Government will obtain the most convincing proof that in its present shape the Bill would be a most harmful and partial instrument to put into operation. I shall without further generalisations ask leave to record a few of the more serious objections to which some of the sections of the Bill are open.

To begin with, I do not think that section 4 (1) sufficiently safe-guards the interests of the landlord, though its purpose seems to be such. In the explanation those works which substantially diminish the value of any other part of the landlord's property in the tenant's holding have been excluded from the list of "improvements." But a work executed by a tenant may cause damage to his landlord's property leased out to other tenants. He may, for instance, construct an aqueduct and divert water which used to irrigate many holdings under his landlord, and employ it either entirely to enrich his own holding or for irrigating, along with his own, plots of land adjoining his but belonging to other landlords. The damage thus done to the landlord's property would be heavy, and it would be unfair to make him suffer losses on the one hand and on the other pay compensation for the so-called "improvements."

Section 4 (2) (*a*) and (*b*) are also, I think, open to serious objection, for it would only have the effect of adding to the opportunities which tenants now enjoy of putting up the most inconsistent buildings or constructing practically useless tanks, reservoirs, &c., and then defying the landlord who either cannot or on principle will not pay prohibitive compensation for improvements for which the janmi or subsequent tenants would find absolutely no use and obtain little if any price. Under the present law many landlords are thus imposed upon by tenants who entertain reasonable apprehension of being sued for eviction because they do not choose to act fairly by their janmis. I submit that it is most difficult to see how clause (*c*) in the same section can be justified. What possible claim could a tenant have to be compensated for trees that have grown spontaneously? I can understand his being entitled to the use of the produce of those trees during his lease, but since he had no hand whatever

in growing the trees, he should not be allowed compensation for them. After his lease has run out, the subsequent tenant will enjoy the produce of those trees and thus, though it was the janmi's land that spontaneously gave those trees, the real owner actually gets a most trivial return from them. I venture to submit that the entire question of maintenance and improvements requires to be most carefully threshed out before the proposed legislation is put into effect. Such important matters as the deterioration of the janmi's property, the inevitable decrease in the yield of old and decaying trees, and various other important details have plainly not been made the subject of impartial treatment in the Bill.

Section 6 (2) is most objectionable. The legislature should not forget that a large proportion of Malabar landlords are really poor save for the possession of their lands. Even in the case of the rich minority it is only in the rarest of cases that they can pay ready cash. To give the tenant power to distrain the janmi's belongings in satisfaction of a decree for improvements would in the first place result in placing poor landlords at the mercy of influential and rich tenants. In the second place, the operation of the section would mean the slow but certain extinction of a large proportion of the landlord population, for, with strong inducements to provoke suits for eviction, and with a law giving generous compensation and furnishing the best means for recovering that compensation, the result would be that the relation between landlord and tenant would become very unpleasant driving both sides to resort to all possible devices to protect themselves and accomplish the ruin of the other side.

I also venture to submit that most of the provisions in section 9 have been founded on a basis that has excluded most of the janmi's interests. There is no uniformity in the methods that have been selected for the valuation of different kinds of improvements. There is no finality in them either and if in a question of compensation arising in a court the janmi manages to escape from Scylla it would be only to fall into Charybdis. In the matter of calculating the compensation on immature and old timber trees, too much consideration is attached to the tenant's interests. And as for the provision to give the tenant 6 per cent. interest, it is not at all a defensible arrangement. The tenant already gets more compensation than he ought to get. He derives from the land various benefits for which he pays nothing. This should settle the matter against granting any interest on the value of improvements. I venture to think that it will not fail to strike the present Select Committee that section 9 cannot be allowed to stand without being subjected to a severe process of amendment. I should mention here that even section 8 of the Bill stands in the greatest need of being remoulded on broader principles. One very important fact to be kept in view in determining the actual and future value of a tenant's improvement is the inability of a janmi to obtain an augmentation of his *michavaram* until the lease has expired and is to be renewed. The Government, I may point out, secures its share of any increase in produce, by its annual revision of the assessment demand. The tenant, of course, enjoys the increase unmolested. Only the janmi must forfeit his share of the increase. When regard is had to the fact that the principle of agrarian legislation is that the king, the proprietor, and the tenant should share the profits of cultivation in equitable proportions, this impotency of the landlord to urge his right to share in the increased produce cannot fail to evoke sympathy for him. It is, therefore, more than strange that the law should propose to further fetter an already fettered individual.

I respectfully submit that it would be productive of an incalculable amount of confusion if the annuity schedule in the form drawn up or in any cognate shape is allowed to enter in the Statute Book. The courts would be constantly subjected to much unnecessary trouble in abiding by this schedule. There would be neither uniformity nor finality in judicial decisions. And what is most unsatisfactory is that a tendency to take too generous a view of the amount of prospective compensation is likely to be created, for the schedule provides elaborately for cocoanut trees that are supposed to keep on bearing for a much longer period than the real maximum bearing life of cocoanut trees. The Bill itself would appear to be somewhat suspicious of the practical value of this schedule, for the schedule is not made applicable to jack trees

and the question of its amendment from time to time is provided for in the following section. I take the liberty to solicit that these sections which I refer to in the present paragraph may be completely recast and drawn up on a more workable and just basis. Section 15 is also one-sided in the matter of affording compensation for trees planted in excess of the standard. I should think it is axiomatic that compensation should not be given for trees which, being over-planted, have the effect of permanently injuring the soil on which they are grown. In cases of over-planting, equity should suggest not compensation for the excess, but a reduction on the compensation for the standard number of trees. I pray that this unwarranted provision in the Bill may be unconditionally omitted, lest the soil of Malabar should suffer more injury in addition to that which it is now already suffering. Even the present rate of compensation is, without exaggeration, munificent. If the proposed provision is to stand, the tenant would jump at the prospect of being compensated even on a reduced scale for over-planting, for even on that reduced scale, he would make a profit out of the business. I do not think section 16 is fair to the landlord. The contracts which the section has in view are not the result of anything but voluntary action on the part of the tenant and the law should insist on the fulfilment of obligations voluntarily entered into.

I have dealt only with some of the more serious defects in the Bill. I respectfully solicit that the Bill may not be passed as speedily as is proposed and that the interests of the janmis and the views they have to advance may be carefully considered.

Endt. Mis. No. 961, Revenue.

Transferred to the Legislative Department for communication to the Select Committee on the Bill.

(By order.)

Fort St. George,
8*th March* 1899.

(Signed) N. E. MARJORIBANKS,
Ag. Under Secretary to Govt.

Order—No. 30, Legislative, dated 11th March 1899.

Communicated to the Select Committee on the Malabar Compensation for Tenants' Improvements Bill.

(True Extract.)

H. TREMENHEERE,
Secretary to Government.

To the Select Committee on the Malabar Compensation
for Tenants' Improvements Bill.

Exd. A. Rangasawmy Aiyangar.

Government of Fort St. George.

LEGISLATIVE DEPARTMENT.

PAPERS

(No. 7)

RELATIVE TO

The Malabar Compensation for Tenants' Improvements Bill.

(G.O., No. 30, Legislative, dated 11th March 1899.)

GOVERNMENT OF MADRAS.

LEGISLATIVE DEPARTMENT.

READ—the following paper:—

Memorial from M.R.Ry. K. C. MANAVIKRAMAN RAJAH, Honorary Secretary, Kerala Mahajana Sabha, to His Excellency the Governor of Fort St. George, dated Calicut, 23rd February 1899.

MAY IT PLEASE YOUR EXCELLENCY,—We, the members of the "Kerala Mahajana Sabha," an Association chiefly representative of the landed interest in Malabar and whose views have always received a generous consideration at the hands of the Government of Madras, beg to take this opportunity of offering an earnest and emphatic protest, in the interests of landlords and tenants alike, against the principles and details of the Malabar Compensation for Tenants' Improvements Bill which the Hon'ble Mr. H. M. Winterbotham has introduced into the Madras Legislative Council.

2. We feel it our duty to voice the feeling of anxiety and insecurity widely prevalent throughout the district at the prospect of so imperfect a measure being hastily passed into law. We understand that the Government of India is anxious for its speedy enactment, because it is of opinion that such a law would prevent the recurrence of those bloody outbreaks of lawlessness which have been the bane of this district for more than half a century. On this subject, we have submitted our views more than once before, and we may be permitted once more to assure your Excellency that these outbreaks, occurring as they do generally during the *ramzan* month, are traceable almost entirely to religious fanaticism and ignorance and that, though their edge is no doubt sharpened by destitution and starvation, they are never provoked by agrarian discontent, by unjust eviction, or by *janmi* oppression,—as seen also from the fact that Hindu tenants never join in these outbreaks nor have Mappilla janmis been the victims of them. We may take this opportunity to suggest that the real remedy for Mappilla riots should be sought, not in the enactment of an ill-considered law which upsets all existing relations between the landlord and the tenant and annuls all existing contracts, and which both parties will take long to understand, but in steady efforts for the amelioration and education of the Mappilla community itself, in the opening up of roads and a railway through the jungles of the congested taluks of Ernad and Walavanad, and in the relaxing of the Forest Laws in those taluks where their rigour is keenly felt by the poorest classes.

3. We beg humbly to protest against the policy of introducing hasty changes in a law which has not been tried for even a dozen years. Madras Act I of 1887 has no doubt proved very imperfect in the working. But its imperfection is in its vagueness, and not in the inadequacy of the compensation awarded. It provides a sufficient rate of compensation, a rate which tenants have invariably accepted with satisfaction, except where indefiniteness in a language employed has led to Munsifs granting in rare cases very small compensations. Malabar is essentially an agricultural district and here, more than in many other districts, land is considered by the people as the only safe investment. The effect, therefore, upon the Malabar popular mind which accepts custom as sacred and divine, of frequent changes in land legislation, can easily be imagined. It is our honest opinion that the question of Tenants' Improvements will not be ripe for consideration and cannot be rightly handled until the existing law has been given a sufficient trial and its defect precisely gauged from a close study of its working.

4. Apart from the numerous imperfections and inaccuracies which are patent to every superficial reader and which we shall not endeavour to detail, the present Bill is characterised by a pronounced and emphatic tendency to benefit the tenants at the expense of the landlord. A prosperous landlordry is as much a necessity for the well-being of an agricultural country as a contented tenantry. But the result of the present Bill, if passed into law, would be to place the landlord entirely at the mercy of his tenant. We shall make a few observations to illustrate our position.

5. Section 4 (1) of the present Bill lays down "any work which adds to the value of the holding, which is suitable to the holding and consistent with the purpose for which it was let" as an "improvement" which has to be paid for at eviction. An explanation is appended to it to the effect that no such work will be deemed an improvement "if it substantially diminishes the value of any other part of the landlord's property in the tenant's holding." The provision in this explanation is very inadequate, unless the words "in the tenant's holding" are dropped. It is often possible for a tenant to improve his own holding at the expense of other adjoining property of his landlord. Suppose a tenant leases out an area which contains a head of water which irrigates also other lands belonging to his landlord. The tenant cuts off the water entirely from those lands and utilises it entirely for his own holding or diverts it to a neighbouring field which he holds under another landlord. Such an "improvement" would be effected only to the detriment of other property belonging to his landlord, and yet the latter, if, with a desire to save his lands, he endeavours to evict his tenant, will, in addition to the losses already sustained, have to pay the cost of the "improvement." If at the time the tenant entered upon his lease, the landlord had made any contract with him preventing the latter from having a monopoly of the water, section 16 of the Bill nullifies any such contract and gives the tenant complete freedom of action.

6. This latter section, which robs the landlord of all freedom of contract with his tenant, can in no way be justified. We strongly recommend that this section should be expunged altogether and that the following words be added to the end of section 4 (1): "and which is not inconsistent with the terms of the agreement of letting." It is also necessary that the burden of proving the suitability or consistency should lie with the tenant.

7. Section 4 (2) (*a*) tends distinctly to place a poor landlord in the grip of his rich tenant. It will be open to the latter to provoke his landlord to eviction either by declining to pay his dues regularly or by neglecting the holding. The holding may have been leased to him for purely agricultural purposes, but the section enables him to build a costly dwelling-house and buildings appurtenant thereto and thus successfully defy the landlord, who cannot pay the enormous compensation he demands. If this clause is to stand, it should at least be laid down that the dwelling-houses and other buildings should be proportionate to reasonable requirements and the extent for the holding. We submit that agricultural and domestic purposes should not be linked together. If necessary, a special section could be inserted involving documentary permission to build a dwelling-house, its out-houses, tanks, wells, &c., for domestic uses.

8. The unfairness of 4 (2) (*i*) should be patent. The tenant enjoys the full benefit of the trees referred to therein, though he never planted or reared them. For such trees as have spontaneously grown the landlord gets no rent from his tenant, though the yield of such trees should more properly go to the landlord to whose soil they owe their growth and fertility, than to the tenant who has spent on them no capital or labour. It is therefore unjust to make the landlord pay compensation for such trees. The trifle which the protection and maintenance of those trees may cost is amply compensated by the yield which they bring in the shape of fodder for cattle, material for fencing, roofing, fuel, &c. Moreover while the landlord's *michavaram* is calculated only on the capacity of the soil to produce fruit or garden crops, every holding always yields much unconsidered return to the tenant in the shape of bamboos, pasturage, &c. It must be remembered that custom has fixed the landlord's rent very low, and that the capital which his land represents would yield a greater return if invested in any other way. Nor should it be forgotten that, where a holding

consists of a proportion of immature trees, which the tenant must tend and nurture for a time before they come to bearing, there is always a condition in the lease—perhaps an unrecorded condition, but a really existing one—that the landlord must forfeit a portion of his *purappad*.

9. Section 5 is, at best, a superfluity and with regard to the words, "notwithstanding any custom to the contrary," we would only appeal to that judicious policy which Government has always adopted towards the established customs of the people—customs which are so often closely knit to their religious life and feelings.

10. Section 6 (2) will, we are afraid, be productive of incalculable mischief. It tends to convert the privileges of a landlord into a curse. Many of the *janmis* of Malabar are poor and can seldom command much ready cash. The tenants or *kanomdars* are often men of some wealth who advance money to the landlords on the lease of the land. Such a tenant, if he desires to invest his capital in a more paying concern, may wantonly tease his landlord, by neglecting the land or failing to abide by the terms agreed upon or refusing to pay the *michavaram*, or the customary renewal fee, and goad him to seek relief in a civil court. If the court decrees a large amount of compensation to be paid, which the landlord is unable at once to make good, section 6 (2) will enable the tenant to get the decree executed and get the landlord's goods attached and sold in satisfaction of his claims. It is obvious that when the decree for ejection has been passed, it should be the landlord's interest to get it executed. But if he is unable to do so because of his inability to pay the compensation, the tenant is the gainer, for he can remain on the holding, enjoying its produce paying nothing to the landlord and being the landlord himself *de facto*. It is cruel to permit the tenant to harass the landlord and get his goods and property attached, simply because he has no ready money to pay the exorbitant compensation decreed by the court.

11. Section 6 (5) affords another small instance of how the Bill, while scrupulously attentive to the interests of the tenant, deliberately over-rides and disregards those of the landlord. For every so-called "improvement," even in cases where it is actually detrimental to the landlord's property, the landlord has to pay compensation. But if there are any trees in the holding for which, according to the Bill, compensation cannot be paid, the tenant is empowered to cut them down. The tenant, therefore, is permitted during his tenure of the holding to plant and grow on it as many trees as he pleases—there is absolutely no restriction with regard to overplanting—and cut them down when he surrenders it. We respectfully urge that this would be a case in which compensation is due to the landlord. The tenant alone enjoys the benefit of those trees; but it should be remembered that the landlord's soil has made a very important contribution towards their growth and usefulness. Is the only return to the landlord to be an inevitable prostration and deterioration of his soil, (and in addition, too, the trouble and expense of removing the stumps and roots of the trees removed)? Either he should be allowed compensation or the trees should not be removed.

12. In fact throughout the Bill is apparent an entire want of fairness as between the landlord and the tenant. We contend that if the tenant is entitled to compensation for improvements effected the landlord is equally entitled to compensation for deterioration caused. A tenant may, by his carelessness, actually reduce the productiveness of the land and restore it to the landlord much poorer than he received it; but the law allows no compensation to the landlord for the destruction of his property. In the matter of improvements, too, it should be remembered that the tenant's capital and labour would not in themselves suffice: the quality of the soil, of which the landlord is the owner, is a very important factor. If the Government assessment is liable to be increased in consequence of improvements and increased yield, the landlord is equally entitled to an increased rent. But no such increase is claimed. The rent generally in this district, chiefly in *kanom* and *kovilagom* tenure, is fixed very low and during the twelve years' tenure the lessee gets the full benefit of any increased yield from his holding, whether such increase was the spontaneous work of nature, that is, due to the quality of the soil, or the result of his exertions,

It is only when the time for the next renewal comes that the landlord can ask for any higher rent. The unfairness of the existing law itself ought to be apparent on a slight consideration. Suppose a *janmi* leases out a waste land or a one-crop land. If the tenant converts the waste land into arable or the one-crop into a two-crop land within the period of his lease, the profit is shared between him and the Government. The *janmi* gets nothing, and if at the termination of the lease, he claims a renewal fee or a rent which the tenant is unwilling to pay, the only course open to him is to evict the tenant and in doing so pay him a compensation which would in many cases, according to the rates prescribed in the schedules, amount to the purchase value of the land and in some cases actually exceed it, thereby rendering his *janmam* title valueless. Even as the law stands at present, if the tenant is prosperous, the landlord has no means of participating in his prosperity; while if he is not prosperous or if he hopes to prosper better by leaving the land, he has it in his power to court an eviction, for example, by refusing to pay the usual *michavaram*, and then making the landlord pay him an amount as high as if he were purchasing the land from his tenant. The extreme unfairness of the situation must be apparent to all, especially in the light of the Proclamation of 1803 which adjudges to the landlord a third of the produce equally with the *sircar*. The *sircar* seldom fails to get its third, but too often all that the *janmi* now gets for his land, especially where the tenant is learned in the law, is the necessity to go to a court of law and the demand of compensation to his evicted tenant. Custom has fixed the rent very low; but if the law recognised the *janmi's* just title to a third of the produce, eviction suits would rarely exist.

13. It is true that in some cases the compensation awarded was by no means high. The proposed legislation will no doubt obviate the possibility of it, but in doing so it will reduce the landlord's title to nothing. It will effectually deter him from leasing out waste lands and as to lands already leased out for cultivation, it will induce him to sell them away at the earliest opportunity and invest their capital in any other concern. The present class of *janmis* will thus have been annihilated by an act of the legislature and a severe blow will have been dealt to the agrarian prosperity of Malabar. That we do not exaggerate the disastrous consequences of the Bill will be apparent from a consideration of the rates of compensation and the methods to be employed in ascertaining them.

14. The rate of compensation allowed for garden or crop lands is three-fourths of the profits. This means that at the termination of a lease, the landlord must allow the tenant not only the benefit he has already been enjoying from the increased yield and pay him the cost of any improvements supposed to have been effected, but pay him also in advance three-fourths of the profits *expected* in succeeding years. It is still harder to make the landlord pay the tenant one-half the amount expected to be realised by the sale of even those trees which the landlord himself planted and for which the tenant has perhaps done nothing. Planting a timber tree costs the tenant hardly anything, much depending on the soil; and yet the landlord is called upon to pay him three-fourths of the price for which it would sell. The one-half allowed on trees which the tenant did not even plant is still more unfair. The tenant is also to be paid the cost of buildings, &c., erected by him and in cases where the landlord believes that the "improvement" has been effected in a very expensive way, the burden of proving it is thrown on him—which is manifestly unfair, for it should be the business of the party who claims compensation to prove that his demand is not excessive. Again, the court is allowed the discretion of allowing the tenant 6 per cent. interest on certain improvements, viz., those which are not directly productive and most likely to have been done in a very expensive way.

15. We now come to the Schedules. We beg most respectfully to point out that these Schedules constitute the most unsatisfactory part of the present Bill. We particularly refer to schedule IV. Compensation for a cocoanut tree is made payable up to Rs. 21-8-11. Seldom is any cocoanut tree in Malabar valued at more than Rs. 5 or 6. The rates which Government itself has recently paid for gardens of cocoanut trees, while acquiring land for railway construction, have been about the same; and including the *janmam* value of the land on which the trees stood the price came to

less than Rs. 12 per tree. It is most unjust to make the *janmi* pay nearly double this rate for trees planted on his own land. Again we notice that for a cocoanut tree which has not yet come into bearing, compensation is prescribed up to Rs. 3-6-0 (Schedule IV: Table I) though absolutely nothing is known of its future bearing capacity. This rate corresponds, according to Schedule IV, Table II, to what is prescribed for a tree in bearing, expected to yield an annual produce of 25 nuts through a period of 50 years! This would be a terrible speculation to the landlord who is so unfortunate as to have cocoanut trees planted on his land by a tenant. If a tree yields less than 12 nuts no compensation is due, and if it yields 12 cocoanuts through a period of 50 years, only As. 1-4 has to be paid. We would respectfully urge the extreme unfairness of compelling the landlord to pay at the rate of Rs. 3-6-0 for trees whose fruit-bearing capacity is absolutely unknown, merely because the tenant has allowed it to grow for 15 years. Again, though the annual cost of cultivating a cocoanut tree is put down at As. 2-6, As. 8 is fixed as compensation for plants of a year old. This will enable the tenant to wantonly harass the landlord by extensively planting his holding with cocoanut seedlings which he can procure at 6 pies each. The tables, if carefully analysed, will betray many similar features and anomalies which will weigh oppressively on the landlord. Above all, the cost of cultivation in interior taluks is widely different from what it is on the coast line where cocoanut trees need no watering and no tending.

16. We beg to enter our humble protest against section 14. The legality of it apart, we are afraid that any such provision for changes in the schedules without the benefit of a discussion in the Legislative Council, will prove still more injurious to the interests of the landlords.

17. Section 15 is not strong enough to sufficiently safeguard the interests of the landlord against the much too common evil of over-planting. In the first place, the discretion allowed to the courts will constantly be in danger of being misused by commissioners in whom the exercise of it will practically lie. Secondly, the temptation which is often irresistible in a tenant to overplant his holding so as to obtain as much produce as possible during the period of his tenure, thus causing serious detriment to the property of his landlord, will by no means be checked if compensation on a lower scale is liable to be granted for the trees found in excess. The decrease in fertility of the soil of Malabar is a complaint often made, and we are afraid that the existing Act has already had mischievous effects in the same direction. We respectfully submit that the scale laid down in Section 15 is somewhat inconsistent with the agricultural conditions of this district. We pray that the scale submitted by the Sabha in its Memorandum dated 25th August 1894 to the Commissioner of Revenue Settlement *in re* the Settlement of Malabar and which was drawn up in the joint interests of landlords and tenants may be accepted for use.

18. We are afraid that the effect of the present Bill, if passed into law, will be only to aggravate ten-fold an evil which it appears to have been the object of Government to minimise. It will really give larger discretionary powers than are now enjoyed by the commissioners whom the Hon'ble Mr. H. M. Winterbotham rightly considers to be "very often neither competent nor trustworthy." The age, the future fruit-bearing capacity, the future fruitful life, and many other data which the Schedules require, can only be obtained by wild and unverifiable guesses. The widest diversities are generally to be found in the reports of two commissioners, and not unoften they are swayed by questionable inducements. We are extremely solicitous that the evils of the existing law should not be accentuated by any fresh hasty legislation. We may take this opportunity to recommend that in 10 per cent. of the cases where commissioners are employed, the Judical officers should make personal inspection. We consider that such a course would have a great effect in improving the tone of the work of the commissioners. We would also suggest that men of education and respectability should be appointed as commissioners on decent, fixed monthly salaries, rather than that this responsible work should be entrusted to men of little or no education.

19. In conclusion, we admit that the present agrarian law in Malabar is not perfect: but it is better to submit to existing evils for a little while longer than to rush to new ones by means of a hasty legislation. Constant evictions are desirable in the interests neither of the landlord nor of the tenant, and it is necessary by all means to reduce the temptations towards them. We respectfully urge that to completely crush the landlord class is not the way to effect this purpose. We have also stated that the tendency of the present Bill would be to discourage landlords from letting out waste lands for cultivation: this, in the face of the growing population, would speedily more and more impoverish the district. The way to promote agricultural prosperity is to encourage equally the landlord and the tenant and to ensure to each his legitimate share in the produce of the land. The landlord's claims are now left entirely in the background. He gets nothing except his nominal rent and periodical renewal fee. The tenant pays his assessment to Government, and if, in the same way, the landlord were entitled to a modest *janmabhogam* or share of the produce as the *janmi* he would have no inducement to evict his tenant. Under the existing law, the *janmi* is so helpless in the hands of his tenant—generally the advantages of education as well as of affluence too weigh on the side of the latter—that he often finds he can get no return for his land except by suing for eviction. In Palghat taluk many waste lands have been reclaimed by tenants who pay *janmabhogam* to their landlords as regularly as they pay assessment to the *sircar;* and these tenants have been enjoying their lands without eviction for more than half a century. We would respectfully suggest that in this direction lies the true remedy to the evil of evictions.

20. We have briefly indicated a few of the objections which this Sabha has to raise against the Bill now in consideration. We most earnestly and loyally entreat Your Excellency to accord your patient and generous consideration to our representations, and we trust that Your Excellency's Government will see the justice of these representations and graciously withdraw for maturer deliberation the Bill now placed before the Legislative Council.

Endt. Mis. No. 1008, Revenue.

Transferred to the Legislative Department for communication to the Select Committee on the Bill.

(By Order.)

Fort St. George,
11*th March* 1899.

(Signed) N. E. MARJORIBANKS,
Ag. Under Secretary to Government.

Order—No. 33, Legislative, dated 14th March 1899.

Communicated to the Select Committee on the Malabar Compensation for Tenants' Improvements Bill.

(True Extract.)

H. TREMENHEERE,
Secretary to Government.

To the Select Committee on the Malabar Compensation for Tenants' Improvements Bill.

Exd. A. F. Eccleston.

Government of Fort St. George.

LEGISLATIVE DEPARTMENT.

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PAPERS

(No. 8.)

RELATIVE TO

The Malabar Compensation for Tenants' Improvements Bill.

(G.O., No. 33, Legislative, dated 14th March 1899.)

GOVERNMENT OF MADRAS.

LEGISLATIVE DEPARTMENT.

READ—the following paper :—

From M.R.Ry. K. R. RAMASWAMI IYER, President of a public meeting held in Victoria Jubilee Hall at Calicut on the 5th March 1899, to the Secretary to the Government of Madras, Legislative Department, dated Calicut, 11th March 1899.

I have the honour to forward herewith, for the information of the Government, five copies of the resolutions passed at the said public meeting, and to request that the Government may be pleased to postpone the passing of the Bill to amend the Malabar Compensation for Tenants' Improvements Act for a month to enable the people to submit their views on the subject to the Government.

—

ENCLOSURE.

PROCEEDINGS of a public meeting held in the Jubilee Town Hall at Calicut on the 5th March 1899.

* * * * *

M.R.Ry. K. R. Ramaswami Iyer was unanimously voted to the chair.

The following resolutions were passed :—

(1) Several sections of Act I of 1887 (Malabar Tenants' Improvements Act) being vague, ambiguous, and liable to constructions unsatisfactory to the public at large, this meeting is of opinion that it should be repealed and an Act clearly defining the rights of landlords and tenants as regards improvements made by the latter should be enacted.

Proposed by Mr. Krishna Menon, seconded by Mr. P. Narayana Menon and unanimously carried.

(2) This meeting desires to give expression to its grateful appreciation of the intention of the Government to ameliorate the conditions of the agricultural classes in Malabar.

Proposed by Mr. C. Achutha Menon and seconded by Mr. C. Kunhi Raman Menon.

Carried unanimously.

(3) That this meeting takes this opportunity of bringing to the notice of the Government the desirability of preventing the grant of melcharts by legislation.

Proposed by Mr. P. A. Krishna Menon, seconded by Mr. C. Kunhi Raman Menon and supported by Mr. Padrisheri Raman Nambudiripad.

That, in view of the fact that knowledge of the customary law and land tenures of Malabar and South Canara is highly essential to pass laws affecting the interests of Malabar and South Canara this meeting deems it necessary to bring to the notice of the Government the desirability of nominating a proper person to the Legislative Council and begs to suggest the name of Mr. C. Sankaran Nair whose presence in the Council at this moment will be highly advantageous.

Proposed by Mr. C. Rarichen Muppan and seconded by Mr. B. Ramunni Menon.

Carried unanimously.

(4) That the following gentlemen with power to add do form a committee to consider the Bill now before the Select Committee and make report to the general meeting to be convened on the 19th March 1899 :—

* * * * *

That the President of the meeting be authorised to forward these resolutions to the Secretary to the Government of Madras, Legislative Department, with a request that the passing of the Bill may be deferred for a month.

* * * * *

Order—No. 34, Legislative, dated 14th March 1899.

Communicated to the Select Committee on the Malabar Compensation for Tenants' Improvements Bill.

(True Extract.)

H. TREMENHEERE,
Secretary to Government.

To the Select Committee on the Malabar Compensation for
Tenants' Improvements Bill.

Exd. A. F. Eccleston.

Government of Fort St. George.

LEGISLATIVE DEPARTMENT.

PAPERS

(No. 9.)

RELATIVE TO

The Malabar Compensation for Tenants' Improvements Bill.

(G.O., No. 34, Legislative, dated 14th March 1899.)

GOVERNMENT OF MADRAS.

LEGISLATIVE DEPARTMENT.

Read—the following paper :—

From M.R.Ry. K. KRISHNANUNNI NAIR, Tahsildar, to the Collector of Malabar, dated Calicut, 14th February 1899, Ref. on C No. 1690-R.—C. and D. of 1898.

With reference to your memorandum, dated 26th December last, Ref. on C. No. 1653 B. and G., and in continuation of my report, dated 3rd ultimo, Ref. on C. No. 1690-R., I beg to report the following on the "Bill to secure to tenants in Malabar district compensation for improvements".

2. From the Statement of Objects and Reasons I find that the present Bill is introduced in order to secure to the tenants in Malabar the market value of improvements when they are ejected from their holding which Madras Act I of 1887 has failed to secure and to rectify several other defects observed in its working.

3. Three ingredients are required to make the improvements, viz, (1) land, (2) labour and (3) capital. There can be no improvement without land. Therefore the first and chief element is the land. Consequently one-third of the market value at least should go to the owner of the land. If not, probably, there can be no inducement for a janmi to lease out his land for cultivation—a matter which, in the long run, may tell upon the wants of future generation.

4. The defect in the working of the Act cannot be remedied unless and until efficient hands are appointed as Commissioners to value the improvements, and the Judges are directed to inspect at least 10 per cent. of the cases in which Commissioners do not agree. At present the success may be said to depend upon, in many instances, the amount spent by the party to gain over the Commissioner.

Section 4 (1).—To this the following words may be added: "and which is not inconsistent with the express term of the agreement of letting."

Section 6 (2).—It is really hard to execute the decree against the janmi. For a tenant may, with a naturally expected vengeance, compel him to sell his other lands or even to go to jail for having attempted to get back one of his lands. The tenant is to remain in possession of the land till the compensation decreed is paid.

Section 6 (5).—The tenant should not be paid any compensation for that which is not an improvement under the Act.

Section 7 (6).—When lands are purchased in janmam at 25 years' rent it is really hard to ask the landlord to pay for the improvements at $16\frac{2}{3}$ years' rent. The janmam is a permanent right, whereas the improvement is a perishable and temporary one.

5. The rates adopted by the Special Deputy Collector for acquiring lands for the Calicut-Cannanore Railway are fair and may, without prejudice to either parties, be adopted.

6. If the janmis are allowed to get their janmabhogam to be revised once in twelve years, I am sure eviction suits will be reduced to a large extent.

7. In Palghat taluk waste lands are reclaimed by the tenants who pay a janmabhogam of one parah of paddy for every parah of seed-sowing land. The lands are enjoyed by the tenants without any eviction.

Submitted to the Secretary to Government, Revenue Department, in continuation of this office Ref. No. 1653 B. and G., dated 25th January 1899.

Calicut, 6th March 1899.

(Signed) G. W. DANCE,
Collector.

Endt. Mis. No. 981.

Transferred to the Legislative Department for communication to the Select Committee on the Bill.

Fort St. George, 9*th March* 1899.

(Signed) N. E. MARJORIBANKS,
Ag. Under Secretary to Government.

Order—No. 35, Legislative, dated 14th March 1899.

Communicated to the Select Committee on the Malabar Compensation for Tenants' Improvements Bill.

(True Extract.)

H. TREMENHEERE,
Secretary to Government.

To the Select Committee on the Malabar Compensation for Tenants' Improvements Bill.

Ext. P. Seetharam.

Government of Fort St. George.

LEGISLATIVE DEPARTMENT.

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PAPERS

(No. 10.)

RELATIVE TO

The Malabar Compensation for Tenants' Improvements Bill.

(G.O., No. 35, Legislative, dated 14th March 1899.)

GOVERNMENT OF MADRAS.

LEGISLATIVE DEPARTMENT.

Read—the following paper :—

Petition from VARANAKOTT KRISHNAN Nambudri and others, Janmis of Chirakkal taluk, Malabar district, dated Kavvayi, 25th February 1899.

May it please Your Excellency,—We, the Janmis of Chirakkal taluk in the district of Malabar, beg to submit this humble memorial for your Excellency's gracious consideration.

We understand that a Bill on the subject of compensation for Malabar tenants' improvements has been introduced by the Hon'ble Mr. Winterbotham in the last meeting of the Legislative Council and that it has been referred to a Select Committee; and we hear with deep concern that there is every chance of the said Bill being passed into law at the next meeting of the said Council.

In case the Bill in question is passed and enforced janmis will never in future part with their lands to tenants with the object of being improved, for the simple reason that the present Bill, in our humble opinion, makes it impossible for the janmis to realise from their lands so much when improved as when not improved. It is against nature to suppose that anybody would like to embark on a losing concern.

Even after the Act I of 1887 has been put into force, the system of letting out lands for making improvements has gone down to an appreciable extent. So that, if the present Bill becomes an Act, there is no doubt that, in due course, the system referred to will completely die away.

Such an extremely undesirable state of matters coming to pass, Malabar may bid farewell to all prosperity. Many will then be left without work. The present poverty of Malabar will be increased ten-fold. And the collection of Government revenue will be accompanied with good deal of difficulty.

We, therefore, beg to submit, as our firm conviction, that the Bill under consideration would, in effect, be injurious to all the parties concerned and that to pass such a Bill is unjust.

The oft-recurring Mappilla outbreak is not, as a matter of fact, due to agrarian discontent. It recurs only in the taluks of Ernad and Walavanad. An immense number of Mappilla inhabitants there is in other taluks of Malabar and an equally immense number of janmis also. It is never heard that a single outbreak of the kind has ever taken place in those taluks. But in the taluks of Ernad and Walavanad there exist in special certain teachers of Islam, not existing in other taluks. They teach their co-religionists that certain extraordinary heavenly enjoyments would be theirs, who either kill the Hindus and other infidels or are killed in fight with them and who destroy temples and images. This practice of teaching was handed down to them from the time of Tippu Sultan. Mappilla risings are never known to happen without the knowledge of and promptings from these teachers of Islam. And it is a fact known to Government itself that the outbreaks subside on the intervention of certain Koyas and Thangals in the affected taluks.

Hence, we venture to assert that it is impolitic in the extreme to suppose that the Bill about to be passed would, in the least, go to diminish, far less to put a stop to those Mappilla outbreaks.

That the Mappillas of Malabar are, to a considerable extent, illiterate goes without saying. So that, what the Government, in our humble opinion, ought to do is to take measures to educate them and teach them many kinds of useful work by establishing technical schools. And if the Government would only come forward with such an object, we doubt not that the janmis and rich men of Malabar would gladly lend, as far as possible, their warm support in furtherance thereof.

The Hon'ble Mr. Winterbotham in the course of his speech for introducing the Bill in question expressed that the English Judiciary in those good old days of Malabar administration went wrong in having given the janmis of Malabar complete right over their lands, inasmuch as they erroneously based those decisions on their impressions regarding freehold in England. But he has failed to quote any authority in support of so bold an assertion. In fact, those English Judges did so quite in accordance with the customary law that prevailed in Malabar, with which the English law in the particular instance happened to agree.

In the same speech the Hon'ble Mr. Winterbotham has admitted the fact that the janmis of Malabar raised rents and renewal fees in the same way as the landlords in many other parts of the world did, but that the tenants of Malabar, on the other hand, enjoyed privileges such as are not enjoyed by the ryots holding from proprietors in other parts of the Presidency.

Under these circumstances, the present Bill seems to your Excellency's humble memorialists to be quite inequitable.

The Hon'ble Mr. Winterbotham seems also to find fault with the Judges, in that they put different constructions on Act I of 1887 and award compensations in various ways of more or less doubtful justice. The present Bill, we understand, is, therefore, intended to remove that evil by fixing once for all the amount of compensation to be awarded in particular instances. The fertility of the lands in Malabar is different in different parts thereof. Consequently the labour and money to be used in raising improvements would likewise differ in amount. So that, the compensation to be paid cannot but vary accordingly. We beg to submit, therefore, that the Bill in question would prove unworkable.

The Bill professes to be an amendment of Act I of 1887. But it is really a complete re-casting of the said Act. The Act I of 1887 has been passed after duly appointing a commission consisting also of many well-known janmis of Malabar. So that, to pass the present Bill so hastily as this, on the ground that it is only an amendment of Act I of 1887, would be unjust.

For the foregoing reasons, we humbly pray that your Excellency may be graciously pleased to see that the Bill in question is not passed at all or that it is passed only after duly appointing a commission including also an adequate number of the janmis of Malabar. In this hope and confidence, we beg to subscribe ourselves.

Order—No. 37, Legislative, dated 20th March 1899.

Communicated to the Select Committee on the Malabar Compensation for Tenants' Improvements Bill.

(True Extract.)

H. TREMENHEERE,
Secretary to Government.

To the Select Committee on the Malabar Compensation
for Tenants' Improvements Bill.

Exd. P. Seetharam.

Government of Fort St. George.

LEGISLATIVE DEPARTMENT.

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PAPERS

(No. 11.)

RELATIVE TO

The Malabar Compensation for Tenants' Improvements Bill.

(G.O., No. 37, Legislative, dated 20th March 1899.)

GOVERNMENT OF MADRAS.

LEGISLATIVE DEPARTMENT.

READ—the following paper:—

Petition from the Janmis of Kóttayam, Malabar, to His Excellency the Governor of Fort St. George, dated 29th March 1899.

We, the undersigned Janmis, the members of Kóttayam meeting, take this opportunity of forwarding this humble petition to your Excellency in connection with "The Malabar Compensation for Tenants' Improvements Bill" now pending before the Council, hoping that it will receive that consideration in the hands of your Excellency which the gravity and importance of the subject require.

2. While fully appreciating the benevolent intentions of the Government in introducing the above Bill in the Council, we cannot but express our apprehension that your Excellency's Government do not seem to have fully appreciated the effect of the measure, the changes it introduces in the relationship of landlord and tenant, the impression it creates in the minds of the people about the attitude of the Government towards vested interests and private rights and the disquietude consequent thereon.

3. We have no desire to dispute with the Hon'ble Mover of the Bill about the original import of the term janmi, whether it is a counterpart of the Roman Plenum Dominium, and the English Freehold, thinking that it will serve no useful purpose. To dispute about the conclusions arrived at by antiquarian researches, to question the etymology and the meaning of a word, is not, in our opinion, the proper way to handle such a grave and momentous measure as the one your Excellency has now before the Council.

4. We think that it will be conceded on all hands that, whatever may have been the original nature and limitation of jenm right, it has now got a settled import understood by all, that its significance has been understood by the people concerned, in a particular way, at least since the beginning of this century, and many lakhs of rupees have been invested in land on the security of this jenm right in recent years on the strength of this understanding. Purchasers of these jenm rights would not have paid half the value they have paid for these properties had this Bill been passed into law on the date of their purchases. We therefore bring to your Excellency's notice that this measure invades vested interests and private rights of the subjects for which they have very heavily paid, and makes the janmis poorer by at least more than half their present wealth.

5. We beg leave to assure your Excellency that the Mappilla riots in certain localities in South Malabar have nothing to do with the present rate of compensation awarded to the tenants and the present legislation is not likely to accomplish the political purpose which it is intended to effect, namely, "avoiding future bloodshed and ruin." We beg leave also to suggest that it is not at all advisable for the Government to make the people understand that fanaticism, crime and outrages are paying concerns under the British Government, for that which gave rise to the present legislation is professedly Mappilla outbreaks, and it is not pretended that for the interest of agriculture the present Bill is necessary. No case is and can be made out on behalf of this Bill on this count, and if it were so it would have been some justification for this legislation.

6. With regard to the argument that there is no uniformity in the working of the Madras Act 1 of 1887, we beg to state that the cost of making the improvements and the yield of the trees vary according to the nature of the soil and consequently it is unreasonable to expect uniformity against the course of nature.

7. We understand that your Excellency's Government have under contemplation to pass a Malabar Tenancy Bill, and that, but for the suggestion of the Government of India, your Excellency would have considered the improvement question along with the Tenancy Bill. We beg leave to suggest that the course your Excellency's Government thought of adopting would be more satisfactory to the people concerned, for this Bill is an integral portion of the other and all the questions connected with the subject can be fully discussed when the whole subject is before the Council; otherwise, the subsequent Tenancy Bill must have to be so framed as to fit in with the present Bill, at some sacrifice and with great difficulty.

8. This measure, under the guise of giving tenants adequate compensation, is intended to check evictions and promote renewals, but this measure, as is usual with similar measures professing one thing and trying to attain another thing, accomplishes the purpose imperfectly, creating at the same time untold evils and hardships which the Government never anticipated and against which the Government have not provided for.

9. It is our opinion that the present measure is an unwarrantable and unjust interference with the much-prized and dearly-paid-for rights of the janmis and the freedom of contract, spreading dismay, discontent and misery amongst the owners of property and creating more evil than good.

10. It is a great pity that, not only in the Bill itself, but also in the speech of the Hon'ble Mover, by which he introduced the Bill in the Council, not a word or trace of sympathy or condolence with the janmis is found whose properties the Government is now transferring to the tenants without paying for the same.

11. It is also to be much regretted that the weighty opinion of persons like Sir George Parker and the Hon'ble Mr. C. S. Crole should be disposed of by the Hon'ble Mover with this dry remark that this difference must be settled by hard voting.

With these observations on the general aspect of the Bill, we beg leave to bring to your Excellency's notice the glaring defects and injustice in the main provisions of the Bill:—

1. The definitions of Landlord and Tenant are not clear and they are imperfect. There is no justifiable reason why mortgagees under clauses (*c*), (*d*) and (*e*) of the Transfer of Property Act should be excluded. If these improve the property of the landlord, they also should share the advantages the Bill gives to the tenants.
2. The Act contemplates payment of improvements to the tenant by the landlord (*vide* section 6, clause 2). It does not take in account suits brought by the Malcharth-holder and in cases of sub-leases by the paramount landlord and redemption suits brought by the janmi against mortgagees under clauses (*c*), (*d*) and (*e*) of the Transfer of Property Act who in their turn have leased the property to the tenants.
3. The definition of the term "Rent" is not comprehensive enough to include service tenures.
4. In section 4 explanation the last four words should be dropped. The improvement made by the tenant may diminish the value of the adjoining property of the janmi, though not in that tenant's holding. To cover such cases, "In the tenant's holding" should be dropped from the explanation.
5. In clause (*g*), section 4, allowance is not made to cases where reconstruction or alteration is rendered necessary by the act or omission of the tenant. This is a defect which must be remedied.

6. In clauses (*h*) and (*i*) protection and maintenance of trees are constituted improvements and treated like other improvements for the purpose of paying compensation, and the definition of improvement as given in section 4 is work, &c. It is doing violence to the language to regard protection and maintenance as work done by the tenant. Another reason to exclude protection and maintenance from the category of improvements is this. Take the case of a landlord paying compensation to the tenant and ejecting him from the property. Suppose he leases the property to another tenant. Though under section 5, the landlord need not pay compensation for improvements which have already been paid for, the new tenant protects and maintains the trees let into his possession by the landlord, and as protection and maintenance are improvements under the definition, the second tenant must be paid compensation for *his* improvements. And thus in spite of section 5, the landlord will have to pay improvements twice over. This is very hard.

7. Section 5 and the explanation are wide enough to include cases where the tenants' interests have been sold by court for his debts. This is a defect which must be remedied.

8. Section 6, clause 2, is objectionable. This gives the tenant power to execute the decree and does not restrict his right to the sale of the tenant's interest. The tenant under this can bring to sale, not only the improvements and the soil on which those improvements are effected, but the other properties of the janmi, in cases where he does not realise the compensation awarded to him by the sale of the property leased out to him. This is very hard upon the landlord.

In cases where the malcharth holder brings the suit against the tenant, not making the janmi a party to the suit, there is the danger of the janmi's property being sold behind his back, if this clause is retained. This clause in the section, on account of the peculiar Law of Inheritance in Malabar, is sure to encourage eviction suits. It is the interest of every karanavan who has not in his heart the welfare of his Tarwad to convert Tarwad Immoveable property into money; for with money he can do anything, whereas immoveable property he can dispose of only under certain conditions. Take the instance of a tenant karanavan making improvements and dying, his successor will be desirous of converting it into money; so he will force or bribe the janmi to bring ejectment suit against him and when the janmi karanavan also sees that by the sale of the property after paying the tenant, the balance he can take, he also will only be too willing to bring eviction suits. For these reasons, this clause must be omitted.

In clause 3, section 6, the word *may* must be substituted by the word *shall*.

10. In clause 5. The words "the removal of the tree" must be omitted. The tree grown on the soil must have to some extent diminished the fertility of the soil and so the tree must be retained in the soil as a compensation to the landlord for the deterioration so caused.

With regard to clause 6, we think it would have been more satisfactory if the qualifications of the assessors and the mode of selecting them were laid down in the Act itself.

We have no objection to clause (*d*), section 8, of the Bill; but we have very serious objections to clause (*c*) of the same section. We do not see on what principle the tenant is denied the three-quarters of the cost of making the improvements. We do not also see on what principle he is awarded the three quarters of the sum got by the calculation under clauses (*a*) and (*b*).

In certain cases, the three-quarters so allowed to the tenant will be more than the value of the property. If 15 times the annual net produce is paid, property can

be purchased in the market. The three-quarters of the sum got by the calculation under clauses (*a*) and (*b*) together with a quarter of the cost of making the improvements will in many cases far exceed the value of the property.

Another equally serious objection to this section is that the tenant is allowed the benefit that is due to the good quality of the soil for which the janmi has paid; and that tenant who has planted trees in rather unfavourable soil with great labour and at considerable expense is not half as favoured by the Bill as that tenant who merely plants trees in good soil, goes to sleep, and does nothing more.

Moreover, this section does not make any allowance for the accidents and premature decay of the improvements. This section does not also make any deduction for the tenant's exclusive enjoyment and various other benefits derived from the soil up to the time of eviction.

The trees begin to bear fruit at an earlier age than that fixed by the Bill and in calculating the cost of making the improvements, allowance is not made to the difference that may be caused by the quality of the soil.

By section 9, tenant is given half the value of bamboos and other trees planted by the janmi. This the tenant gets for nothing.

Allowance is not made for the cost of cutting and removing the trees.

The tenant is given under clause (1) three-fourths of the value of the trees. This is too high a compensation.

By explanation, the tenant is given the value of the decayed trunks even though he has enjoyed the full benefit of the tree in its bearing state. This ought not to be given. The words "Whichever is more advantageous to the tenant" are in conflict with the section.

In section 13, reference is made to schedules III and IV and we submit that the cost of cultivating, &c., as given in those schedules is rather too high. It will be advisable to drop all the schedules and leave the work of calculating compensation to the courts according to the evidence in each particular case. The judges presiding over the courts are all honest and capable men who can be safely entrusted with this work.

We have thus briefly brought to your Excellency's notice our objections to this Bill. In the first place, we most earnestly and loyally entreat your Excellency to take this question along with the Tenancy Bill, and if that is not possible we pray that your Excellency's Government may be gracious enough to pass such an Act which will not transfer by legislation the janmi's properties to the tenants without even paying for them.

Order—No. 44, Legislative, dated 13th April 1899.

Communicated to the Select Committee on the Malabar Compensation for Tenants' Improvements Bill.

(True Extract.)

M. HAMMICK,
Ag. Secretary to Government.

To the Select Committee on the Malabar Compensation for Tenants' Improvements Bill.

Ext. P. Seetharam.

Government of Fort St. George.

LEGISLATIVE DEPARTMENT.

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PAPERS

(No. 12.)

RELATIVE TO

The Malabar Compensation for Tenants' Improvements Bill.

(G.O., No. 44, Legislative, dated 13th April 1899.)

GOVERNMENT OF MADRAS.

LEGISLATIVE DEPARTMENT.

Read—the following paper:—

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

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

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

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

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

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

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

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

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

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

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

inconsistent with the terms of the agreement of letting. These and many other consequences that would flow from the provisions of this section can be justified in no other way than by saying that this Bill is specially intended to involve the janmis into unnecessarily painful circumstances and to give the tenants easy opportunities of harassing their janmis. In fact, this one section is enough to make the janmis and tenants bitter enemies instead of as they should be and are, at present, warm friends with each other. This circumstance is quite undesirable in the interest of the material prosperity of Malabar. So that, this section should be removed root and branch.

10. Speaking in special for Your Excellency's humble memorialists, we beg permission to bring to Your Excellency's kind notice a patent fact which the Honourable Member who introduced the Bill has entirely overlooked. In North Malabar generally, the annual yield from garden and crop lands depends more upon the fertility of soil and less upon the labour and money of the tenants. Further, the tenants enjoy annually other benefits from the use of their holdings, but the janmis of which get nothing out of those benefits. So that, the compensation prescribed in this Bill is all the more unjust in our case.

11. For these reasons, we most earnestly pray that Your Excellency may be graciously pleased to see that this Madras Bill No. 6 of 1898 be dropped altogether or is, at present, withdrawn for maturer consideration.

In this hope and confidence, we beg to subscribe ourselves, &c.

Order—No. 52, Legislative, dated 24th April 1899.

Communicated to the Select Committee on the Malabar Compensation for Tenants' Improvements Bill.

(True Extract.)

M. HAMMICK,
Ag. Secretary to Government.

To the Select Committee on the Malabar Compensation for Tenants' Improvements Bill.

Exd. A. F. Eccleston.

Government of Fort St. George.

LEGISLATIVE DEPARTMENT.

PAPERS

(No. 13.)

RELATIVE TO

The Malabar Compensation for Tenants' Improvements Bill..

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

No. 53, Legislative, 24th April 1899.

GOVERNMENT OF MADRAS.

LEGISLATIVE DEPARTMENT.

Read—the following paper :—

Petition from M.R.Ry. CHIRAKKAL RAJA RAJA VARMA, ELAYA RAJA, Avargal, President at a general meeting held on the 26th February 1899 at Cherukunnu, Chirakkal taluk, North Malabar.

Most Respectfully Showeth,—That Your Excellency's memorialist on behalf of the meeting begs to lay the following representations against the Malabar Compensation for Tenants' Improvements Bill introduced by the Hon'ble Mr. H. M. Winterbotham, and now under consideration in the Legislative Council, since such a Bill is unnecessary, and its enactment will produce serious hardships to the janmis of Malabar, besides indirectly injuring even the prospects of the tenants themselves for whose benefit the Bill has professedly been brought forward.

2. That Your Excellency's memorialist begs to submit this in continuation of the representations made by the Mahajana Sabha as representing the whole Malabar, inasmuch as the system of land tenures and usages that exist in North and South Malabar as well as the relationship existing between the janmis and tenants in these two parts bear material differences.

3. That in South Malabar the Rajahs, Nambudris and local chieftains form all the janmis; that though they are few in number they own large and compact estates. But in North Malabar the case is quite different. There are janmis of all classes and creeds. Most janmis are themselves tenants. It is rare to find a family in North Malabar that does not own at least one plot of ground in janmam. In South Malabar most of the tenants are kanomdars (mortgagees) and this kanom tenure has long been in existence. In North Malabar in former days kanom holdings were rare. The janmis in cases of need raised loans on the security of their lands; when the janmis in course of time, either through an increase of members in the tarwad or through other grounds became unable to repay the loans, the security in lands are changed into a kanom right and thus the number of kanomdars increased. In South Malabar it is seldom that a janmam right is sold, but in North Malabar it is an every-day occurrence. Any man possessed of ready cash through trade or any other means soon becomes a janmi and consequently constant changes take place amongst janmis themselves. But in South Malabar the change is restricted to the kanomdars. In South Malabar the assessment generally stands in the name of the tenant and he is primarily responsible for the payment of the Government dues. In North Malabar except in very rare cases the assessment mostly stands in the name of the janmi, and he alone is responsible for its payment. The Mappilla riots only occurred in South Malabar, but never did occur in the North; nor is there any likelihood of their occurrence in that part of Malabar. There are very few Mappilla janmis in South Malabar, but in North Malabar there are several, some owning vast lands.

It will be found from the report which the late Justice Mr. Muthuswami Iyer made on the Malabar Marriage Bill that there exists much diversity not only in land tenures and in relationship between janmis and tenants, but also in social customs and usages between North and South Malabar. Even in the right of succession there is difference between the North and South; the same community who follow Makkattayam, right of succession through sons, in South Malabar, adopt, in the North, Marumakattayam, succession through sisters. In South Malabar garden lands are few and rice lands are more in number; while in the North there is a larger number

of garden lands. The complaint that janmis oppressed the tenants originated in the South, while in the North there was scarcely any such complaint and there was no reason, too, for such a complaint. Any murmuring about this was only subsequent to Mr. Logan's enquiry, and it is probably owing to the fact that when the tenants learned that the Government was going to benefit them at the sacrifice of the interests of the janmis, they brought forward their alleged grievances. Elsewhere in this will be stated what Sir Charles Turner says about those representations. As the officers under the Collector whose head-quarters is in Calicut, South Malabar, were mostly natives of that part of Malabar with partisan interests for the tenants, the information they gave was mainly of South Malabar and those British officers who held enquiries about Malabar had, therefore, not sufficient knowledge of North Malabar.

4. That the most important cause assigned for the introduction of the Bill is the occurrence of the Mappilla riots in South Malabar which are attributed as due to the oppression of the janmis. What the current opinion about them is, will be detailed below. If those riots were the results of janmis' oppression, there is no reason that they occur only in one taluk in South Malabar. It will be clear that the Mappillas of that taluk are naturally disposed to be quarrelsome and mischievous if it is observed that when some of these were enlisted as sepoys they oppressed and robbed the travellers and that some amongst them for such offences are even now undergoing imprisonment.

Sir Charles Turner in chapter 4 of his minute on Land Tenures, dated 20th July 1885, says that in those parts riots were rife from the time of Tippu, that the statement that they are due to agrarian discontentment is not based on any evidence and that the riots are the result of religious frenzy. Instead of punishing those fanatics with severity any leniency shown to them will be productive of evil. What that great gentleman has remarked is true has been now exemplified by the conduct of some of the Mappilla sepoys in Cannanore.

It will be found from a reference to Mr. Logan's Malabar Manual, Volume 3, pages 336, 340 and 341, that riots occurred in this very taluk where they are now attributed to the oppression of the janmis, a century ago. On the 31st July 1800 security for good behaviour was taken from a rebel Mappilla of Vellattara, Chembayan Pocker. A reward of Rs. 5,000 was offerred by the Honourable the East India Company on the 25th November 1800 for the capture of another rebel, Manjeri Adam Guruckal. The proclamation, dated 27th April 1801, for the disarmament of the people of Vellattara also goes to show the existence of riots in those places at the time. From the Proclamation, No. 208, given on page 331 of the above manual it will be found that the Mappillas of Shernad and Ernad are then alone addicted to riots and that they raised them through religious frenzy. Even the partisans of the tenants cannot bring forward the imputation that at that time the janmis were oppressing the tenants. They also admit that prior to a certain decision of 1856 by the Sadr Court there was no trouble whatever to the tenants from the janmis. It has been proved that of the previous riots, one was owing to a Teya convert to Muhammadanism relapsing to his old faith. Another riot is due to a Cheruma convert doing the same. Such riots generally take place during the Ramzan, the season of fasting, for the Mappilla; and before an outbreak the rioteers seek divine intercession through their thangals or priests. The rioteers cut the tufts of hair from the Hindus, kill in cold blood those whom they see in their way, burn houses, violate Hindu temples, kill cows and throw their entrails over the images in the temples. All these clearly show that their conduct is the result of religious fanatism. This being the case, the opinion which the Government has come to, that the riots are due to janmis' oppression is not consistent with fact and its action on that principle causes the greatest hardship to the janmis and is detrimental to their existing rights.

5. That the Bill now before the Council upsets the existing relationship between the janmis and the tenants and makes the janmi who is possessed of absolute ownership over the land, a mere rent collector; it deprives janmi a part of the value

which is his and gives it to the tenant. Following the scale given in the Bill the value of improvements to be given to a tenant will appear to be more than its janmam value including the value of the land and the improvements. If any plot of garden land be taken in North Malabar and if to it the rate of valuation of improvements fixed by the Bill be applied, it can be conclusively shown that the value of improvements alone will be far in excess of its janmam value. Were a janmi to lease to a tenant a garden land in which there are trees growing wild even for them, under this Bill, the tenant becomes entitled for improvements though no labour has been spent on them by him. Under explanation I to section 4 of the Bill a janmi becomes indebted to a tenant on the heading for upkeep and preservation even for garden lands let on simple lease after planting them with necessary improvements.

The Bill provides sufficient means for the tenants to get in the shape of value of improvements more than the janmam value of the land in case a janmi sues to recover a garden land. Under article 2, section 6 of the Bill, the tenant is authorized to execute such a decree and harass the janmi. This is a relief which no tenant ever dreamt to get. Even the partisans of the tenants never sought for a relief like this.

In article B under explanation 2, section 4, janmi is made liable to pay the value of tanks and such like which the tenant makes for his luxury. This indirectly enables the tenant to raise all sorts of improvements on a land which he wants his janmi not to recover. Those things which are made for the luxuries of the tenant may not in any way be of use to the janmi who lives at a distance. These conditions of the Bill are productive of great hardships and are more unjust to the rights of the janmis than even the conferring on the tenants the permanent occupancy rights.

6. That it has been made clear by the searching enquiries instituted by the authors of Act I of 1887 that the rights of the janmis ought not to be limited or infringed and that the provisions of this Bill appear to be a means of defeating the aims of the various repeated decisions showing that janmis have got undisputed rights of recovering their lands from the tenants.

7. That Mr. Logan was under G.Os., No. 170, dated 25th January 1881, and No. 281, dated 5th February 1881, appointed a special Commissioner to enquire into the alleged oppression of the tenants by the janmis. Mr. Logan in 1882 sent in a report to Government in the mistaken belief that the Mappilla riots are due to the oppression of the tenants by the janmis believing the stories given in 2,199 petitions which he then received as special Commissioner. The report he then submitted was materially to the prejudice of the janmis' interest and greatly to the advantage of the tenants. About these petitions the learned Chief Justice Sir Charles Turner in his minute already referred to remarks that the allegations contained in those petitions have not been proved.

8. That the result of Mr. Logan's report was a special commission composed of Rajah Sir T. Madhava Rau, K.C.S.I., as President and Messrs. Logan, Wigram, C. Sankaran Nair and P. Karunakara Menon as members. Of these members, Mr. Logan had already expressed his opinion against the interest of the janmis and three others were unacquainted with the state of janmis and tenants in North Malabar. There was, therefore, none in the commission to represent the janmi interest in North Malabar or elsewhere. The two Malayale members of the commission are themselves tenants in South Malabar and were, therefore, representatives of the tenants' interest. Sir Charles Turner in paragraphs 2 and 5 of the first chapter of his minute says thus about this commission. It is admitted that the members appointed to consider Mr. Logan's report, hold decided opinions against the janmis even before they joined the commission. They all take one side of the question. None of them represents the janmi. Though all these Commissioners were prepossessed in favour of the tenants even they did not go to the length of asserting that the tenants are entitled to occupancy rights. What they have thus failed to accomplish, this Bill indirectly aims to do.

9. That those Commissioners were of opinion that the rights of the janmis were to be respected would be clear from the following examples.

In part 2 of the report and in the accompanying draft Bill which those Commissioners submitted on the 14th July 1884, they give as grounds for eviction of the tenants, intentional denial of the janmi's title; failure to show proper respect to the janmi; and habitual delay in payment of the rent.

Further it is stated in part 2 of that report as well as in the draft Bill annexed thereto and in some special cases freehold rights ought to be created for Malabar tenants and even such tenants ought to pay a periodical renewal fee to the janmis and that all leases ought to run for a period of at least ten years and that the right of pre-emption for the purchase of such lease rights in case of transfers by the tenants will first lie with the janmis.

10. That it will be seen from the report submitted by the above said Commissioners that after mature deliberation on the point of existing rights in land, and of arbitrary eviction of tenants, those Commissioners were unanimous in their opinion only to the extent that the tenants evicted, should be compensated in the marked value of the improvements effected by them. What the learned members of the Land Tenure Committee, constituted under G.O., No. 650, Political, dated 17th September 1885, for considering the report of the above commission, have finally come to and what the Government had accepted was that on eviction the tenants ought to be made entitled to the full value of their improvements. It is, therefore, a matter of extreme regret that the Bill now before the Council should aim to deprive janmis of the part of a value of their own land by allowing to the tenants a rate of compensation which is far in excess of the scales recommended after mature consideration by the above said Commissioners and the Committee and sanctioned by the Government itself.

11. That if the Bill now before the Council be passed, as the ownership of the janmi to the land is likely to be imperilled, the janmis beg to refer the following papers and to show that their rights to their lands cannot be infringed by a Legislative Enactment:

The report of the Commissioners above alluded to will clearly disclose that all their attempts were for the amelioration of the condition of the tenants; that they did not go to the length of denying the absolute rights possessed by the janmis over their lands. For since the assumption of the Government of Malabar by the Honourable East India Company in 1792 the various British officers and European travellers have left on record after full and careful enquiry what the rights incidental to the Janmam and Kanom tenures existing in Malabar, and the various other local usages are. They all speak to the fact that janmis have a valid right of unqualified ownership over their lands. The report of the joint Commissioners of 1793 will show that the janmis' rights over their lands are absolute. Paragraphs 22 and 23 of the Revenue Board minute, dated 5th January 1818, form a valuable document to show that the janmis are in enjoyment of unlimited and absolute rights of private ownership over their lands. That view is confirmed by the report of the Select Committee on Land Tenure constituted by the East India Company—*vide* page 130 of their report No. 5. Paragraph 178 of the General Report, dated 31st January 1803, of the Madras Revenue Board bears out the correctness of the above views. Mr. Wardell in 1801, Mr. Thackeray in 1807, Mr. Ellis in 1816, Sir Thomas Munro in 1817, Mr. Grœme in 1822, and the Court of Directors in 1825 have all concurred in the view that the Malabar janmis possess full rights of ownership over their lands.

12. Before Hyder's invasion of Malabar there was not even a Government assessment on the janmam lands in Malabar. Francis Day on page 65 of his "Land of the Perumals" remarks that the very name of Government assessment is unknown in Malabar. The evidence of Mr. Murdock Brown, Major Walker, Mr. Thackeray, and Sir Thomas Munro as well as the minutes of the Revenue Board of the year 1818 prove the truth of these statements.

13. The decision arrived at by the Sadr Court in 1856 after full consideration of the rights of the janmis was that the janmis had full rights of eviction of their tenants. Besides these admitted principles which would discourage all those who wish to show that janmis possess neither right nor authority of eviction of the tenants or who want to make those rights null and void by any Legislative Enactment, there are,

in addition to Mr. Strange's report on Land Tenures, several decisions of the Lords of the Judicial Committee of the Privy Council on the subject of the Land Tenures on Malabar.

14. The Bill now before the Council, if passed, will entirely destroy the proprietary interest of the janmis and will further make them dependants of the tenants. To show that the rights of the janmis are time honoured and worthy of respect the authority of Abbé Dubois may be cited. In his Hindu Manners, Customs, and Ceremonies he says on pages 57 and 58 of the work translated and edited by Mr. Henry K. Beauchamp "that Malabar owing to its position has generally escaped the invasions and revolutions which have so often devastated the rest of India and has thus managed to preserve unaltered many ancient institutions which in the parts have fallen into disuse. Of these the * * * the most remarkable are proprietary rights * * * and indeed one may well say *no land without lord.* * * * * *

These proprietary rights have existed from the remotest times and exist still amongst the Nairs, the Coorgs, and the Tulus, the three aboriginal tribes of the Malabar Coast. This is, I believe, the only province in India where proprietary right has been preserved intact until the present day. Everywhere else the soil belongs to the ruler and the cultivator is merely his tenant. The lands which he tills are given to, or taken away from, him according to the will of the Government for the time being. On the Malabar Coast, however, the lands belong to those who have inherited them from their forefathers and these in their turn possess the right of handing them down to their descendants. Here the lands may be alienated, sold, given away, or disposed of according to the will of the owners. In a word the *Jus utendi et abutendi* which is the basis of proprietary right belongs entirely to them.

15. That besides the above evidence and opinions, the immemorial customs of Malabar as well as the wording of the old title-deeds bear testimony that the janmis in Malabar possess every imaginable right over their lands. From older times janmam deeds are called the deed of attiper. This term is generally used for janmam deed. Attipper is another form of *Ati Ver* which means the principal root. In old janmam deeds that land, the stones, thorns, snakes and all other appertainments of the land are stated to be sold, its intention simply being that every thing either lying underneath or above the soil is sold at a sale of janmam.

16. That it is undisputed that the present class of Malabar janmis are either those who have inherited their lands from their ancestors who have been in possession of them from time immemorial or the purchasers of their right at immense cost from such men as inherited the land. The proclamation of Her Gracious Majesty the Queen Empress when she assumed the direct management of India in 1858 guarantees that such rights and usages will be respected. The Bill now before the Council violates the pledge contained therein and in a peaceable way takes away the legitimate rights of the janmis without in any way recompensing them, and confers these rights on the tenants. Even now most janmis find it impossible to recover their lands after paying the value of improvements under Act I of 1887 and consequently leave unexecuted several decrees for redemption.

17. That this Bill will prevent the sale of lands by Janmis as well as their raising loans on the security of their lands. The ownership of the lands in future will vest in the purchasers of the tenancy rights owing to enhanced value of improvements. It will be now easy for a class of usurers who lend money to the poor tenants to become real possessors of the land. In future tenants are not likely to pay their rents regularly on demand by the janmis. Most tenants will on such demand ask the janmi to pay them the value of the improvements. The Janmis will then have to go to the civil courts to get their rents. The provisions of the Rent Recovery Act have not been enforced through the indifference of the Malabar janmis. Now by a special enactment to its operation has been excluded so far as Malabar is concerned. The only remedy open to the Malabar janmi to get his dues is to resort to a civil court. It is well known that recourse to law is invariably productive of great hardship and loss. It is too common an occurrence that janmis are put to much loss and inconvenience by the tenants transferring their rights on which arrears of rent are due.

18. That which the janmi gets from his land is simply the rent and the renewal fee. That the tenant who is in possession of the land enjoys all the uses and benefits thereof. The present law allows no interference on the part of a janmi who is the real owner of the land until he recovers it from the tenant by an order of the court. The tenant enjoys rent free the benefits of such fruit trees like mango, tamarind, nuxvomica, plantains, and cashew and raises annually on the land chillies, brinjals, cucumber, melons, water melons, and such like vegetables and occasionally cultivates cerials and food grains like grams, pulses, ragi, and barley. On none of these is the janmi entitled to a share. Further if janmi wants to raise any of these in a land leased out to a tenant he cannot do it without the tenant's consent.

19. That the Honourable Mover of the Bill has calculated the rate of improvements far in excess of the present rate of usage, will be clear if this scale is applied to the use and results accruing from the possession of a cocoanut tree. What the janmi gets for that tree is a rent calculated in the simple yield of the tree in cocoanuts. Even of the yield a part is set apart as the tenant's share. The tenant in addition gets every year leaves of the value varying from one and a half to two annas as well as midrib (mattal) fibre and such other things that can be used as fuel. If a land which was in the possession of the janmi is thus leased to a tenant the latter alone incidentally enjoys all these benefits. It is not, therefore, necessary that an unusually large amount should be paid by the janmi to the tenant under the name of value of improvements.

20. That since the above Bill introduced by the Hon'ble Mr. Winterbotham (who, as can be seen from his report, dated 24th April 1888, on the Eviction Bill has already expressed opinion hostile to the janmis) entirely ignores their interests, they beg to represent one more instance of their hard lot. It has been already stated that in North Malabar the Government assessment stands in the name of the janmi. Of late the Government has also directed that no assessment is to be made in the name of the tenant. The tenant is, therefore, free from the liability of paying the Government dues. The money out of which the janmi is to pay the Government dues is to come out of the rent which the tenant has to pay him. So far as the recovery of revenue is concerned the severity of collection increases every day. Ten instalments were allowed previously. They have now been reduced to four. Even these four instalments succeed one another at short intervals and fall due before the crops of the land are fully harvested. The collection of the revenue begins generally before the time of the collection of the rent with the result that both the moveable and immoveable property of the janmi has to be sold in most cases in satisfaction of the arrears of revenue. The Government has all the facility for the recovery of the revenue, but the janmi who is to get the amount for its payment from his tenant has for his means only the hard and expensive medium of law courts. On this point the janmis beg to refer to the question asked in the Legislative Council on the 26th February 1896 by the Hon'ble Mr. N. Subba Rao and the reply made by the Hon'ble Mr. Grose that the question of changing the dates of the instalments is under consideration by Government. No relief has yet been obtained by the pattadars. The janmis were able to pay the Government dues till this owing to the general good will and respect that existed between the janmi and the tenant, but now as this Bill is likely to create disunion between the two classes and as it upsets the existing order of things it will be impossible for janmis to get in time even that part of the rent required for the payment of the Government dues.

21. That the above Bill frees the occupier of the soil from several of the liabilities which the Government, consistent with the principles of administration, may saddle him with. It would have been a wise provision if the tenants were asked to raise fruit trees as adopted to the soil of the lands in their possession. Instead of that the Bill provides for the award of compensation even for trees of wild growth in lands in the possession of a tenant though he rears no valuable trees in the land and though he has been taking from time to time such usufruct of the soil as detailed in paragraph 18 even without paying a share thereof either to the Government or to the janmi.

22. That the Bill puts obstacles in the way of janmis recovering their lands which they have rented out to tenants, even if tenants fail to take proper care of the improvements which the janmis have made in the lands and which they make over to the tenants at the time of the lease. For when a janmi attempts to recover the land a tenant may at an outlay of a few rupees plant some cocoanut or areca trees or raise a grove of plantains; and under the Bill tenant gets an excessively large amount in the shape of value of improvements for the haphazard planting.

23. That if provisions of the above Bill be properly considered Your Excellency's memorialist begs to say that everyone of these provisions contained in the body of the Bill as well as in the schedule will be found to be productive of the greatest hardship to the janmis; that if a new enactment be found necessary Your Excellency's memorialist begs to state that provisions to safeguard the interests of the janmis should also find a place therein; and that as the aim of the Bill may well be secured if honest and efficient Commissioners be appointed to calculate the value of improvements already provided for under Act I of 1887, there is no necessity for the Bill and that, therefore, Your Excellency's humble memorialist on behalf of the meeting respectfully begs that the Bill now before the Council may be withdrawn.

Order—No. 53, Legislative, dated 24th April 1899.

Communicated to the Select Committee on the Malabar Compensation for Tenants' Improvements Bill.

(True Extract.)

M. HAMMICK,
Ag. Secretary to Government.

To the Select Committee on the Malabar Compensation for Tenants' Improvements Bill.

Ed. A. F. Eccleston.

Government of Fort St. George.

LEGISLATIVE DEPARTMENT.

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PAPERS

(No. 14.)

RELATIVE TO

The Malabar Compensation for Tenants' Improvements Bill.

(G.O., No. 53, Legislative, dated 24th April 1899.)

GOVERNMENT OF MADRAS.

LEGISLATIVE DEPARTMENT.

Read—the following paper :—

From M.R.Ry. P. NARAYANA MENON, Honorary Secretary, to the Secretary to Government, Legislative Department, dated Calicut, 27th April 1899.

I have the honour to forward, for the information of His Excellency the Governor in Council and the Honourable the Members of the Select Committee appointed to consider the provisions of "A Bill to the Tenants in the Malabar District Compensation for Improvements", copies of certain suggestions on the provisions of the said Bill.

—

Enclosure.

Suggestions *re* "A Bill to secure to the Tenants in the Malabar District Compensation for Improvements" adopted at a public meeting held in the Victoria Jubilee Hall on the 19th of March 1899.

Section 3.—The definition of "tenant" does not taken in all classes of persons who are entitled to get compensation for improvements.

A cowldar who enters upon land independently of the *janmi* and makes improvements, but pays no rent to the landlord, is entitled to get compensation for improvement and does get compensation now when evicted by the rightful owner.

Trespasser.—Even a trespasser is allowed compensation according to the custom of the country (Wigram's Manual, page 137).

E.g., a person believing himself to be the owner of a land enters upon it and effects improvements. The real owner establishes his right in a court of law and turns him out. Courts do allow him compensation for improvements made by him.

The word "tenant" ought to be defined so as to include such persons or an explanation added to include such persons either to this section or to section 17.

"Tenant" should include sub-tenants of any degree, otherwise in redemption suits a sub-tenant of the demisee who does not hold directly under the landlord or pay rent to him may not be able to claim compensation for improvements. It may be that the definition of the term "landlord" may be so construed as to secure the inclusion of sub-tenants entitled to get compensation for improvements.

But as "landlord" may be taken to include only the original landlord, it would be better to make the inclusion of sub-tenants among tenants free from doubt. This object might be secured either by the addition of an illustration or explanation to the definition of the term "tenant" or "landlord". Explanation might run thus: A the janmi demises to B, B to C, and C to D. A sues B, C and D. Here A, B and C are successively landlords; B, C and D are successively tenants and are entitled to get compensation at the time of eviction.

The explanation to section 3 must be altogether excluded for the following reasons.

The object of the explanation is to exclude from tenants, mortgagees under clauses (*c*), (*d*) and (*e*) of section 58 of the Transfer of Property Act as such. But as a of fact many persons who get compensation for their improvements in Mala- fairly be brought under the classes of the said mortgagees, *e.g.*, *veppudara*, and *palisamadku* mortgagees. Again a new class of mortgages has lately

sprung up, where one year's rent or less than that is received in advance and is made a charge upon the property and an annual rent is also reserved. This class of transactions is really nothing more than a lease with a contrivance to ensure the regular payment of the rent, though it is sure to fall, technically speaking, under the class of usufructuary mortgages.

In case the explanation is to be retained, the omission of the words "of section 58" after "and (*e*)" should be rectified.

Section 3 (3).—*Rent* should also include services to be rendered in lieu of payment in money or kind. There are several cases in which land is held by persons who, instead of paying rent to the landlord, render personal services, more especially with reference to temple lands and *stanam* lands.

Section 4.—The latter portion of the explanation to section 4 seems to require slight modification. Thus—"if it substantially diminishes the value of the remaining portion of the landlord's property in the tenant's holding, taken as a whole."

If the phrase "any other part of the landlord's property" be retained, there is the danger of a tenant who, in effecting a valuable improvement, such as digging a tank or building a house, necessarily happens to injure a very small portion of his holding, not getting compensation for the valuable improvement effected by him.

Section 5.—It is desirable to make provision for payment of compensation for improvements to tenants, who by reason of causes over which they have no control are obliged to surrender the holding; *e.g.*, A lets some paddy lands and parambas and B plants trees on the parambas. The land becomes, by natural causes such as inundation or by deposit of sand, unfit for cultivation. The profits of parambas alone will not enable the tenants to pay the rent in respect of the entire holding. When under such circumstances, it becomes necessary for the tenants to surrender the holding, it is but equitable that the tenants should be entitled to get the value of the improvements. Generally speaking the tenant should be given the privilege of claiming the value of improvements, in all circumstances under which a mortgagee has the right of demanding mortgage money under section 68, clause (*b*), and the last paragraph thereof, of the Transfer of Property Act.

Section 6—*Clause* (1).—It is desirable to state in ejectment decrees as in redemption decrees, the time within which the amount of compensation due to the tenant is to be deposited.

Clause (2).—To avoid a possible hardship to the janmi of having his properties other than the subject-matter of the suit being brought to sale for value of improvements due to the tenant, it is suggested that the tenant's right to execute the decree or order shall be confined, so far as it relates to the value of improvements, to the sale only of the property that forms the subject-matter of the suit. But this restriction ought not of course to apply to the realization of costs or other reliefs granted to the tenants by the decree or order.

Clause (3).—This clause looks very fair as regards landlords who deal honestly with their tenants. But in Malabar the landlords have of late hit upon a device to deprive the tenants of their right to get compensation for improvements. It is this. Fix a fictitious rent and then allow a reduction for making improvements. The balance rent made payable is the actual rent obtainable for the property. At the end of the tenancy the tenant has to surrender the property without claiming any compensation for the improvements effected by him, or if he has not made any improvements to refund the amount allowed as a reduction or remission with interest. *E.g*, the actual rent of a land is Rs. 100. In a demise, rent is fixed at Rs. 120. Rs. 20 is allowed as remission for making improvements, or in other respects the tenant is appointed the landlord's agent to make improvements for a fixed pay. The rent payable every year is only Rs. 100. At the end of the tenancy the tenant is bound to surrender the holding without claiming compensation for the improvements effected by him and if he has not made any improvement he is bound to refund at the rate of Rs. 20 a year with interest. Documents containing such clauses are very numerous and tenants require to be protected from such unconscionable contracts. Such contracts are intended to defeat the object of section 7 of Act I of 1887.

To minimise the evil it is suggested that the burden of proving that the reduction, remission or other advantage contemplated in this clause is real and *bonâ fide* and not colorable, may be thrown on the landlord. The casting of the burden thus on the landlord is not likely to cause hardship on him, seeing that he can easily discharge the burden by the production of the earlier deeds or by other easy means.

Clause (4).—The latter portion of this clause beginning with "*adjustment*" is rather obscure. It would be better to say that "*re-valuation* of the improvements as they exist at the time of execution of the decree or order may, if necessary, be made."

This section (section 6) may with advantage be split into several sections dealing respectively with the substantive and adjective portions of law.

Section 9.—There are some trees (*e.g.*, jack trees, mango trees, &c.,) which may be classed both as fruit trees and as timber trees. In the case of such trees it is desirable that the tenant should be entitled to claim such compensation as is more advantageous to him.

Section 15—*Jack-tree.*—The number 30 is too small; 40 trees may be planted in one acre.

Areca.—This may also be increased.

Section 16.—It is desirable to give the benefit of this Act to all contracts made between landlords and tenants whether before or after January 1886. Experience shows that many unconscionable contracts have been entered into between landlords and tenants and unless retrospective effect is given to this Act courts are powerless to give relief where necessary.

Schedule II.—2 annas 6 pies is too low a price for 100 arecanuts. It should be raised to 4 annas.

Schedule III.—Rs. 9-8-0 is insufficient for cultivating one acre of paddy land. Rs. 12-8-0 is necessary (*vide* Mahajana Sabha memorial, dated the 28th August 1894).

Miscellaneous.—Tamarind trees should be classed as fruit trees.

Order—No. 62, Legislative, dated 12th May 1899.

Communicated to the Select Committee on the Malabar Compensation for Tenants' Improvements Bill.

(True Extract.)

M. HAMMICK,
Ag. Secretary to Government.

To the Select Committee on the Malabar
Compensation for Tenants' Improvements Bill.

Exd. P. Seetharam.

Government of Fort St. George.

LEGISLATIVE DEPARTMENT.

PAPERS

(No. 15.)

RELATIVE TO

The Malabar Compensation for Tenants' Improvements Bill.

(G.O., No. 62, Legislative, dated 12th May 1899.)

Revenue (1899) Dept.

Government {1898} of Madras.

LEGISLATIVE.

Current No. 54

Recd. 4th January } 1898. Enclosures

Regd. " " } Spare copies

G.O., No. 80, 10th December 1898.

DECEMBER.

Order No. 126 dated 17th January 1899

Recorded

87-1-9

Malabar Compensation for Tenants' Improvements Bill.

Approving the alterations suggested by the Advocate-General and the Government of India in certain sections of the —; directing the publication of the Bill, together with the Statement of Objects and Reasons, in English and Malayalam; and requesting the Hon'ble Mr. Winterbotham to take charge of it.

GOVERNMENT OF MADRAS.

LEGISLATIVE DEPARTMENT.

READ—the following papers:—

G.O., No. 736, Revenue, dated 3rd December 1898.

ABSTRACT.—Transferring, for the necessary action, a Bill to secure to tenants in the Malabar district compensation for improvements.

From the Government Solicitor, Madras, dated 21st November 1898, No. 563.

ABSTRACT.—Forwarding the following opinion of the Advocate-General, dated 21st November 1898:—

[The Bill to secure to tenants in the Malabar district compensation for improvements.]

I desire to offer the following observations with reference to this Bill:—

Clause 3 (1) *and* (2).—These definitions are the same as in Act I of 1887. It might be advisable to make it clear as to whether, for the purposes of the Act, the relation of landlord and tenant exists between mortgagor and mortgagee as defined in section 58 of the Transfer of Property Act. The special Malabar tenures, though they are in the nature of mortgages, are not pure mortgages. According to the Indian law, it would seem that a mortgagee in possession cannot charge the mortgagor for making improvements on the mortgaged property—see section 72 of the Transfer of Property Act and 19 Madras, I.L.R., 327. In this respect the Indian law differs from the English. As to the English law see for example *Shephard* v. *Jones*, 21 Ch. D., 469.

Clause 4 (1)—*Explanation.*—I presume the explanation is meant to apply to the landlord's property *generally*, and not merely to "any other part of the landlord's property" *in the tenants holding*. If it is *not* intended to apply generally, some such words as "*in the tenants holding*" should be added.

Clause 4 (2) (*g*).—This is taken from the old Act, but the words seem somewhat wide. They would cover "fancy" renewal or reconstruction. I would suggest that some such words as "necessary for the protection of the property" should be added.

Clause 6 (4).—This provision is new, but it seems to be in accordance with the decisions reported in I, Madras H.C. Reports, 112, 21 Madras, 138, and 20 Madras, 124.

Clause 8.—The decisions under the old Act are to the effect that a tenant is not entitled to the capitalized value of the produce of trees for the period of life of those trees—see 13 Madras, 454, 18 Madras, 407, 19 Madras, 384. The new provisions with reference to compensation will effect an important alteration in the law in favour of the tenant. But this is obviously the intention of the Legislature. The computation of compensation under this clause involves somewhat elaborate calculations, but

I take it that no simpler method of calculation can be devised. It certainly seems desirable to put an end to the uncertainties to which the old Act has given rise by providing fixed rules for the ascertainment of the amount of compensation.

(Signed) C. ARNOLD WHITE,
Advocate-General.

To the Secretary to Government, Revenue Department.

Endt. Mis. No. 4810, Revenue.

Transferred to the Legislative Department.

(Signed) N. E. MARJORIBANKS,
Ag. Under Secy. to Govt.

7th December 1898.

From J. M. MACPHERSON, Esq., C.S.I., Secretary to the Government of India, Legislative Department, to the Secretary to the Government of Madras, Revenue Department, dated Simla, 2nd December 1898, No. 1927.

I am directed to acknowledge the receipt of your letter, No. 589, dated the 11th October 1898, addressed to the Secretary to the Government of India, Revenue and Agricultural Department, and forwarding, with copy of a despatch to the Secretary of State for India, dated the 12th idem, the draft of a Bill to secure to tenants in the Malabar district compensation for improvements, which it is proposed to introduce in the Council of the Governor of Fort St. George for making Laws and Regulations.

2. In reply, I am directed to state that the Government of India approve of the Bill, and that, as clause 16 renders necessary, the previous sanction of the Governor-General under section 5 of the Indian Councils Act, 1892 (55 & 56 Vict., c. 14), that sanction has been obtained and is hereby conveyed.

3. I am at the same time to communicate the following remarks and suggestions for the consideration of the Government of Madras before the Bill is introduced in Council:—

(1) *Clause* 4 (1).—The addition of the words "or the product of any such work" seems unnecessary in view of the elaborate provisions of clauses 8 and 9.

(2) *Clause* 8 (*c*).—It might be simpler if this clause were to fix the compensation to be awarded as "three-quarters of such sum added to one-quarter of such cost." This is in effect what the clause now does, but it seems desirable to express it as plainly and intelligibly as possible.

Endt. Mis. No. 4766, Revenue.

Transferred to the Legislative Department.

(By order.)

(Signed) N. E. MARJORIBANKS,
Ag. Under Secy. to Govt.

FORT ST. GEORGE,
5th December 1898.

ORDER—No. 80, Legislative, dated 10th December 1898.

The alterations in the explanation to sub-section (1) of section 4, suggested by the Advocate-General, and in sub-section (1) of section 4 and in clause (*c*) of section 8, suggested by the Government of India, are approved.

2. As regards the Advocate-General's remarks on clauses (1) and (2) of section 3, the Government considers that it will be sufficient if an explanation be added to the definition of "tenant" in clause (1) of section 3, to the effect that a mortgagee under clauses (*c*), (*d*) and (*e*) of section 58 of Act IV of 1882 (India) is not a tenant.

3. Under rule 33 of the rules for the conduct of business at the meetings of the Council of the Governor of Fort St. George for making Laws and Regulations, His Excellency the Governor is pleased to direct the publication of the Bill as thus amended, together with the Statement of Objects and Reasons, in English and in Malayalam.

4. The Hon'ble Mr. H. M. Winterbotham will be requested to take charge of the Bill.

(True Extract.)

A Edgington
for Secretary to Government.

To the Revenue Department.
" Hon'ble Mr. H. M. Winterbotham.
" Superintendent, Government Press.
" Malayalam Translator to Government.
" Hon'ble Members of the Legislative Council.

[Appendix.

Exd. C. M. Thumboswamy.

No. 6 of 1898.

A

BILL

TO

Secure to Tenants in the Malabar District Compensation for Improvements.

Whereas it is expedient to amend the law relating to compensation for improvements by tenants in the Malabar district; It is hereby enacted as follows:—

1. This Act may be called the Malabar Compensation for Tenants' Improvements Act, 189 , and it shall be applicable to the whole of the Malabar district.

2. Madras Act I of 1887 is hereby repealed.

3. In this Act, unless there is something repugnant in the context or subject,— Interpretation clause.

(1) "Tenant" means a person who holds land under another person and is, or, but for a special contract or custom, would be liable to pay rent for that land to that person. "Tenant."

Explanation.

A mortgagee under clauses (*c*), (*d*) and (*e*) of the Transfer of Property Act, 1882, is not a tenant within the meaning of this Act.

(2) "Landlord" means a person immediately under whom a tenant holds. "Landlord."

(3) "Rent" means whatever is lawfully payable or deliverable in money or kind by a tenant to his landlord on account of the use or occupation of the land held by the tenant. "Rent."

4. (1) For the purposes of this Act, the term "improvement" means any work which adds to the value of the holding which is suitable to the holding and consistent with the purpose for which it was let. "Improvement."

Explanation.

No work executed by a tenant shall be deemed to be an improvement for the purposes of this Act, if it substantially diminishes the value of any other part of the landlord's property in the tenant's holding.

(2) Until the contrary is shown, the following works or the products of such works shall be presumed to be improvements within the meaning of this Act:—

What are deemed to be improvements.

(*a*) the erection of dwelling-houses, buildings appurtenant thereto, and farm buildings;

(*b*) the construction of tanks, wells, channels, dams and other works for the storage or supply of water for agricultural or domestic purposes;

(*c*) the preparation of land for irrigation;

(*d*) the conversion of one-crop into two-crop land;

(*e*) the drainage, reclamation from rivers or other waters, or protection from floods, or from erosion or other damage by water, of land used for agricultural purposes, or waste land which is culturable;

(*f*) the reclamation, clearance, enclosure, or permanent improvement of land for agricultural purposes;

(*g*) the renewal or reconstruction of any of the foregoing works, or alterations therein or additions thereto;

(*h*) the planting of fruit trees, timber trees, and other useful trees and plants and the protection and maintenance of trees and plants so planted;

(*i*) the protection or maintenance of such trees and plants, the same having grown spontaneously or having been planted by the landlord or any previous tenant.

5. Every tenant who is ejected from his holding shall, notwithstanding any custom to the contrary, be entitled to be compensated for improvements made by him or his predecessors in interest and for which compensation has not already been paid.

Tenant who is ejected to be entitled to compensation.

Explanation.

A tenant is deemed to be ejected from his holding when he is obliged to surrender or determine the lease otherwise than by his own personal wish or voluntary act.

6. (1) Whenever any Court passes a decree or order for the ejectment of a tenant from his holding, or for the redemption of the land comprised in the demise to the tenant, it shall determine the amount of compensation (if any) due to the tenant for improvements under this Act and shall make such decree or order conditional on the payment to the tenant of the amount so determined.

When Court orders the ejectment of a tenant, it shall determine the amount of compensation.

(2) A decree or order under the preceding sub-section may be executed on the application of either the landlord or the tenant.

(3) When under an express agreement in writing any reduction or remission of rent or any other advantage has been given by the landlord to the tenant in consideration of any improvement made or to be made by the tenant, the Court may on account of such reduction, remission or advantage, make such deduction from the compensation to be awarded as under all the circumstances of the case may be reasonable.

Provided that the mere omission of a landlord to revise the rent on the expiry of a kanom or lease shall not be taken to authorize any deduction from the compensation contemplated by this section.

(4) All arrears of rent due by the tenant at the date of execution of the decree or order shall be set off against the amount of the compensation for improvements ordered to be paid; and also an adjustment shall be made, if necessary, according to the condition of the improvement at the time of the execution of the decree.

(5) Whenever a Court passes a decree or order for ejectment or redemption against a tenant and such tenant has on his holding erected any building, constructed any work or planted any tree which the Court finds is not an improvement for which compensation can be claimed, but which the Court finds can be removed without substantial injury to the property comprised in the holding, such tenant may remove such building, work or tree within a time to be fixed by the Court in its decree or order.

(6) The Governor in Council may, from time to time, by notification in the Fort St. George and Malabar District Gazettes, make rules

Power to make rules for estimating compensation.

requiring the Court to associate with itself, for the purpose of estimating the compensation to be awarded under this section for an improvement, such number of assessors as the Governor in Council thinks fit, and determining the qualifications of those assessors and the mode of selecting them.

Compensation how to be determined.

7. The compensation to be awarded for an improvement shall be determined in the manner prescribed in Sections 8 to 13.

Compensation when there is an increase of produce.

8. When the improvement has caused an increase in the value of the annual net produce of the holding, the compensation to be awarded shall be ascertained in the following manner:—

(*a*) The Court shall determine, as nearly as may be, the average net money value of such increase and the number of years during which such increase may reasonably be expected to continue.

(*b*) The Court shall then ascertain what is the present value, interest being calculated at 6 per cent, of an annuity equal to such money value for such number of years.

(*c*) If the sum so ascertained is more than the cost of making the improvement, determined in the manner laid down in section 10, three-quarters of such sum added to one-quarter of such cost, shall be the compensation to be awarded.

(*d*) If such sum is not more than such cost, such sum shall be the compensation to be awarded.

Explanation.

If additional assessment is imposed by Government in consequence of any improvement, such assessment shall be deemed to be part of the annual cost of maintaining the improvement, and shall be taken into account in determining the net money value of the increase of produce due to the improvement.

Illustrations.

(1) The Court finds that the age of a cocoanut tree is between 20 and 30 years; that its probable future fruitful life is 40 years; that its future average annual yield will probably be 25 nuts; that the proper commutation rate is Rs. 20 per 1,000 nuts; that the cost of cultivating the tree for a year is 2½ annas; that the annual assessment on the tree is 1¼ annas; and that the cost of making the improvement was Rs. 2-12-0. The net value of the annual produce is, therefore, 4¼ annas, and a reference to the annuity table in Schedule I shows that the present value of an annuity of 4¼ annas for 40 years at 6 per cent. is Rs. 3-15-11. Three-quarters of this sum is Rs. 2-15-11. The compensation to be awarded is this sum of Rs. 2-15-11 added to one-quarter of Rs. 2-12-0 or 11 annas, or Rs. 3-10-11 in all [Schedule IV, Table II (1)].

(2) If the annual yield is 50 nuts and the other conditions are the same as in illustration (1), the net value of the annual produce is 12¼ annas and the compensation to be awarded is three-quarters of Rs. 11-8-4 added to one-quarter of Rs. 2-12-0 or Rs. 9-5-3 in all [Schedule IV, Table II (1)].

(3) A tenant converts an acre of dry land into wet at a proper cost of Rs. 50 and thereby increases the probable average value of the annual net produce by Rs. 15 in perpetuity. The present value of an annuity of Rs. 15 for ever at 6 per cent. is Rs. 250. The compensation to be awarded to the tenant is three-quarters of Rs. 250 added to one-quarter of Rs. 50, or Rs. 200 in all.

Compensation for timber and fuel trees.

9. (1) When the improvement consists of timber trees or of trees or plants useful for fuel or other purposes, but is not such an improvement as is provided for in section 8, the compensation to be awarded in the case of trees and plants sown or planted by the tenant shall be three-fourths, and in the case of trees and plants planted by the landlord or a previous tenant or spontaneously grown shall be one-half of the sum which the trees or plants might reasonably be expected to realize, if sold by public auction to be cut and carried away.

(2) Provided that, when such trees or plants are immature, the compensation to be awarded may be the cost of making the improvement, as defined in section 10, instead of the compensation specified in sub-section (1) of this section.

Explanation.

The compensation to be awarded for a fruit tree which, though mature, does not, by reason of old age or other cause, bear fruit, shall be determined under this section.

Illustrations.

(1) The compensation to be awarded for a plantation of teak trees, if mature, is three-fourths of the sum which they might reasonably be expected to realize if cut down and sold by public auction; but if the trees are immature the Court may award as compensation either the necessary cost of making the plantation, or three-fourths of the sum which the saplings might reasonably be expected to realize, if cut down and sold by auction, whichever is more advantageous to the tenant.

If the trees are of spontaneous growth, the tenant's share of the estimated auction price is one-half; and, if the trees are immature, he is entitled to such half, or to the estimated proper cost of having watched and protected them, whichever is greater.

(2) The compensation to be awarded for a spontaneously-grown sappan (dyewood) tree, or cluster of bamboos, is one-half of the sum which it might reasonably be expected to realize if cut down and sold by auction.

(3) The compensation to be awarded for a cocoanut tree which is forty years old and has borne or has ceased to bear fruit, is three- of the sum which it might reasonably ted to realize if cut down and sold by tion.

10. The compensation to be awarded for any improvement other than those specified in ss 8 and 9 (1) shall be the cost of during making such improvement. Such cost ably means the cost, at the time of valuation, of the labour (including supervision) and of the materials and other expenditure, if any, required to make the improvement, less a reasonable deduction on account of such deterioration, if any, as has taken place from age or other cause.

Compensation in other cases

Provided that if it is shown that the tenant produced the improvement in a more expensive way than it might have been produced, he shall not be allowed compensation for the excess.

Explanation.

The cost of labour and of materials and the other expenditure, if any, does not ordinarily include interest on the wages of labour, the price of materials and the other expenditure, if any. The tenant's enjoyment of the improvement is ordinarily an equivalent for such interest, but the Court may allow such interest at the current local rate if it considers, for reasons to be recorded by it, that such enjoyment has not been such equivalent.

11. For all the purposes of this Act, the rate of interest shall be taken to be 6 per cent. per annum.

Rate of interest.

12. For the purpose of determining the money value of produce, the Court shall ascertain the average price of such produce in the locality where the land is situated during the last ten years immediately preceding the institution of the suit; and until the contrary is shown, the Court shall presume that the price of cocoanuts, arecanuts, pepper and paddy is that shown in Schedule II.

Price of cocoanuts, &c.

13. (1) Until the contrary is proved, the Court shall presume that the cost of—

Presumptions as to cost.

(*a*) cultivating and harvesting a crop of paddy,

(*b*) planting and cultivating a cocoanut tree, an arecanut tree, a jack tree and a pepper vine until they, respectively, are in bearing,

(*c*) maintaining a cocoanut tree, an arecanut tree, a jack tree and a pepper vine for one year when in bearing,

is that shown in Schedule III, and

(2) When the presumptions in section 12 and section 13 (1) have not been rebutted, the compensation for any improvement consisting of a cocoanut tree, an arecanut tree, a pepper vine or paddy shall be as shown in Schedule IV.

14. (1) Notwithstanding anything hereinbefore contained, the Governor in Council may, in order the more adequately to give effect to the provisions of this Act, from time to time, add to, cancel or alter the schedules referred to in Sections 12 and 13, and may direct that they be in force, in whole or in part, or with any specified variations, in any local area.

Power to alter schedules.

(2) Such schedules shall be published in English and Malayalam in the Fort St. George and Malabar District Gazettes, and shall be kept publicly posted in the Court or Courts having jurisdiction in such area.

Publication of schedules.

15. When trees or vines are planted in excess of the following scale, the Court, if satisfied that, in the circumstances of the particular case, the land is overplanted, may either refuse to grant any compensation, or may grant compensation at a lower rate, for so many of such trees or vines as are in excess of the scale:—

Compensation when land is overplanted.

	Scale.
Cocoanut trees ordinarily ..	60 per acre.
Do. do. in sandy tracts near sea-shore, or backwater or on the banks of rivers, when specially suitable for close planting	80 "
Arecanut trees	720 "
Jack	30 "
Pepper vines (standards of) ..	600 "

This rule is applicable to mixed gardens, in which case each tree is allowed a proportionate fraction of an acre according to the above scale.

16. Nothing in any contract between a landlord and a tenant made after the 1st day of January 1886 shall take away or limit the right of a tenant to make improvements and claim compensation for them in accordance with the provisions of this Act, or remove a work as provided in sub-section (5) of Section 6.

Saving clause.

17. Nothing in this Act shall take away the right of any person who may be entitled by law or custom to claim compensation for any improvements other than those dealt with under the provisions of this Act.

Saving clause.

APPENDIX.

SCHEDULE I.

Showing the present Value of an Annuity of sums from one pie to Rs. 100 for from one to fifty years, and in perpetuity, at the rate of six *per cent. per annum.*

—	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.	11 years.	12 years.	13 years.	14
	2	3	4	5	6	7	8	9	10	11	12	13	14	
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1 pie	0 0 1	0 0 2	0 0 2	0 0 3	0 0 3	0 0 4	0 0 5	0 0 6	0 0 7	0 0 7	0 0 8	0 0 8	0 0 8	0 0 9
2 pies	0 0 2	0 0 4	0 0 5	0 0 7	0 0 7	0 0 8	0 0 11	0 1 0	0 1 2	0 1 3	0 1 4	0 1 5	0 1 6	0 1 6
3 ,,	0 0 3	0 0 6	0 0 8	0 0 10	0 1 0	0 1 2	0 1 5	0 1 7	0 1 8	0 1 10	0 2 0	0 2 1	0 2 3	0 2 3
4 ,,	0 0 4	0 0 7	0 0 11	0 1 2	0 1 5	0 1 8	0 2 1	0 2 3	0 2 5	0 2 8	0 2 10	0 3 0	0 3 2	0 3 3
5 ,,	0 0 5	0 0 9	0 1 1	0 1 5	0 1 9	0 2 1	0 2 5	0 2 8	0 2 10	0 3 1	0 3 3	0 3 6	0 3 8	0 3 8
6 ,,	0 0 6	0 0 11	0 1 4	0 1 9	0 2 2	0 2 8	0 3 1	0 3 5	0 3 8	0 3 11	0 4 2	0 4 5	0 4 8	0 4 8
1 anna	0 0 11	0 1 10	0 2 8	0 2 11	0 3 4	0 3 9	0 4 3	0 4 8	0 5 1	0 5 4	0 5 8	0 6 1	0 6 4	0 6 5
2 annas	0 1 11	0 3 8	0 5 4	0 6 11	0 8 5	0 9 10	0 11 2	0 12 5	0 13 7	0 14 9	1 0 9	1 1 8	1 2 8	1 2 8
3 ,,	0 2 10	0 5 6	0 8 0	0 10 5	0 12 8	0 14 9	1 0 9	1 2 8	1 4 5	1 6 1	1 7 8	1 9 2	1 10 7	1 10 7
4 ,,	0 3 9	0 7 4	0 10 8	0 13 10	1 0 11	1 3 1	1 5 4	1 8 10	1 11 2	1 13 5	1 15 7	2 1 6	2 3 5	2 3 5
5 ,,	0 4 9	0 9 2	0 13 4	1 1 4	1 4 9	1 7 2	1 10 0	1 13 2	2 0 0	2 4 10	2 7 5	2 9 11	2 12 3	2 12 3
6 ,,	0 5 7	0 11 0	1 0 0	1 4 9	1 8 3	1 11 9	2 2 8	2 6 3	2 10 0	2 12 2	2 15 4	3 2 4	3 5 1	3 5 1
7 ,,	0 6 7	0 12 10	1 2 9	1 8 3	1 13 6	1 19 9	2 5 5	2 11 6	2 15 7	3 3 6	3 7 2	3 10 8	3 14 0	3 14 0
8 ,,	0 7 7	0 14 8	1 5 5	1 11 9	2 1 8	2 8 3	3 1 8	3 7 11	3 10 11	3 15 1	4 3 1	4 6 10	4 6 10	4 6 10
9 ,,	0 8 6	1 0 6	1 8 1	1 15 2	2 5 11	2 14 4	3 7 10	4 4 4	4 10 10	4 14 10	4 11 5	4 15 8	4 15 8	4 15 8
10 ,,	0 9 5	1 2 4	1 10 9	2 2 8	2 10 1	2 14 4	3 13 5	4 1 4	4 9 8	4 14 10	5 2 3	5 6 9	5 8 6	5 8 6
11 ,,	0 10 5	1 4 2	1 13 5	2 6 1	2 14 4	3 3 4	4 3 0	4 10 10	5 1 0	5 6 9	5 10 3	6 1 5	6 1 5	6 1 5
12 ,,	0 11 3	1 6 0	2 0 1	2 9 7	3 2 7	3 10 3	4 3 0	4 10 6	5 1 7	5 8 4	5 14 8	6 4 7	6 10 3	6 10 3
13 ,,	0 12 2	1 7 10	2 2 9	2 13 4	3 2 7	3 10 3	4 3 0	4 10 6	5 1 7	5 8 4	6 6 6	6 13 0	7 3 1	7 3 1
14 ,,	0 13 2	1 9 8	2 5 5	3 0 6	3 7 5	3 15 2	4 7 0	4 14 6	5 5 3	5 15 8	6 14 5	7 5 4	7 11 11	7 11 11
15 ,,	0 14 2	1 11 6	2 8 1	3 4 0	3 11 6	4 3 0	4 11 6	5 0 9	5 8 5	5 15 3	6 7 0	6 13 9	7 4 9	7 4 9
1 rupee	0 15 1	1 13 4	2 10 9	3 7 5	4 3 5	4 11 6	5 0 9	5 8 5	5 15 3	6 7 0	7 6 4	7 13 9	8 6 2	8 6 2
2 rupees	1 14 2	3 10 8	5 5 6	6 14 11	8 6 4	9 13 4	11 2 8	12 6 9	13 9 8	14 11 6	15 12 5	16 12 3	17 11 3	17 11 3
3 ,,	2 13 3	5 8 0	8 0 4	10 6 4	12 10 2	14 12 0	16 11 11	18 10 1	20 9 6	22 1 3	23 10 7	25 2 5	26 8 11	26 8 11
4 ,,	3 12 5	7 5 4	10 11 1	13 13 9	16 13 7	19 10 8	22 5 3	24 13 5	27 3 4	29 7 1	31 8 9	33 8 7	35 6 7	35 6 7
5 ,,	4 11 6	9 2 8	13 5 10	17 5 2	21 1 0	24 9 6	27 14 7	31 0 9	34 0 2	36 12 10	39 6 11	41 14 9	44 4 3	44 4 3
6 ,,	5 10 7	11 0 0	16 0 7	20 12 8	25 4 5	29 8 1	33 7 11	37 4 2	40 13 0	44 2 7	47 5 2	50 4 10	53 1 10	53 1 10
7 ,,	6 9 8	12 13 4	18 11 5	24 4 1	29 7 9	34 6 9	39 1 3	43 7 6	47 9 9	51 8 4	55 3 4	58 11 0	61 15 6	61 15 6
8 ,,	7 8 9	14 10 8	21 6 2	27 11 6	33 11 2	39 5 5	44 10 7	49 10 10	54 6 7	58 14 1	63 1 6	67 1 2	70 13 2	70 13 2
9 ,,	8 7 10	16 8 0	24 0 11	31 3 0	37 14 7	44 4 1	50 3 10	55 14 3	61 3 5	66 3 10	70 15 9	75 7 3	79 10 9	79 10 9
10 ,,	9 6 11	18 5 4	26 11 8	34 10 5	42 2 0	49 2 9	55 13 2	62 1 7	68 0 3	73 9 7	78 13 11	83 18 5	88 8 5	88 8 5
,, 100 ,,	94 5 5	183 5 5	267 4 10	346 8 0	421 3 9	491 11 8	558 3 10	620 15 8	680 2 8	736 0 2	788 11 0	838 6 2	885 4 3	

SCHEDULE I—*cont.*

Showing the present Value of an Annuity of sums from one pie to Rs. 100 for from one to fifty years, and in perpetuity, at the rate of six *per cent.* *per annum—cont.*

	14 years.	15 years.	16 years.	17 years.	18 years.	19 years.	20 years.	21 years.	22 years.	23 years.	24 years.	25 years.	26 years.
	15	16	17	18	19	20	21	22	23	24	25	26	27
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1 pie	0 0 9	0 0 10	0 0 10	0 0 10	0 0 11	0 0 11	0 0 11	0 1 0	0 1 0	0 1 0	0 1 1	0 1 1	0 1 1
2 pies	0 1 7	0 1 7	0 1 8	0 1 9	0 1 10	0 1 10	0 1 11	0 2 0	0 2 0	0 2 1	0 2 1	0 2 2	0 2 2
3 ,, ...	0 2 4	0 2 5	0 2 6	0 2 7	0 2 8	0 2 9	0 2 10	0 2 11	0 3 0	0 3 1	0 3 2	0 3 2	0 3 3
4 ,, ...	0 3 1	0 3 3	0 3 4	0 3 6	0 3 7	0 3 9	0 3 10	0 3 11	0 4 0	0 4 1	0 4 2	0 4 3	0 4 4
5 ,, ...	0 3 10	0 4 1	0 4 3	0 4 4	0 4 6	0 4 8	0 4 9	0 4 11	0 5 0	0 5 2	0 5 2	0 5 4	0 5 5
6 ,, ...	0 4 8	0 4 10	0 5 1	0 5 3	0 5 5	0 5 7	0 5 9	0 5 11	0 6 0	0 6 2	0 6 3	0 6 5	0 6 6
1 anna	0 9 4	0 9 9	0 10 1	0 10 6	0 10 10	0 11 2	0 11 6	0 11 9	0 12 0	0 12 4	0 12 7	0 12 9	0 13 0
2 annas	1 2 7	1 3 5	1 4 3	1 4 11	1 5 8	1 6 4	1 6 11	1 7 6	1 8 1	1 8 7	1 9 1	1 9 7	1 10 0
3 ,, ...	1 11 11	1 13 2	1 14 4	1 15 5	2 0 6	2 1 6	2 2 5	2 3 4	2 4 1	2 4 11	2 5 8	2 6 4	2 7 0
4 ,, ...	2 5 2	2 6 10	2 8 5	2 9 11	2 11 4	2 12 8	2 13 11	2 15 1	3 0 2	3 1 3	3 2 2	3 3 2	3 4 0
5 ,, ...	2 14 6	3 0 7	3 2 6	3 4 5	3 6 2	3 7 9	3 9 4	3 10 10	3 12 2	3 13 6	3 14 9	3 15 11	4 1 0
6 ,, ...	3 7 9	3 10 3	3 12 8	3 14 10	4 1 0	4 3 0	4 4 10	4 6 7	4 8 3	4 9 10	4 11 4	4 12 8	4 14 0
7 ,, ...	4 1 1	4 4 0	4 6 9	4 9 4	4 11 10	4 14 1	5 0 3	5 2 4	5 4 3	5 6 1	5 7 10	5 9 6	5 11 0
8 ,, ...	4 10 4	4 13 8	5 0 10	5 3 10	5 6 7	5 9 3	5 11 9	5 14 1	6 0 4	6 2 5	6 4 5	6 6 3	6 8 0
9 ,, ...	5 3 8	5 7 5	5 10 11	5 14 4	6 1 5	6 4 5	6 7 3	6 9 11	6 12 4	6 14 9	7 0 11	7 3 1	7 5 0
10 ,, ...	5 12 11	6 1 1	6 5 1	6 8 9	6 12 3	6 15 7	7 2 8	7 5 8	7 8 5	7 11 0	7 13 6	7 15 10	8 2 0
11 ,, ...	6 6 3	6 10 10	6 15 2	7 3 3	7 7 1	7 10 9	7 14 2	8 1 5	8 4 5	8 7 4	8 10 1	8 12 7	8 15 0
12 ,, ...	6 15 6	7 4 7	7 9 3	7 13 9	8 1 11	8 5 11	8 9 8	8 13 2	9 0 6	9 3 8	9 6 7	9 9 5	9 12 0
13 ,, ...	7 8 10	7 14 3	8 3 5	8 8 2	8 12 9	9 1 1	9 5 1	9 8 11	9 12 6	9 15 11	10 3 2	10 6 2	10 9 0
14 ,, ...	8 2 2	8 8 0	8 13 6	9 2 8	9 7 7	9 12 3	10 0 7	10 4 8	10 8 7	10 12 3	10 15 8	11 3 0	11 6 1
15 ,, ...	8 11 5	9 1 8	9 7 7	9 13 2	10 2 5	10 7 4	10 12 4	11 0 6	11 4 7	11 8 7	11 12 3	11 15 9	12 3 1
1 rupee	9 4 9	9 11 5	10 1 8	10 7 8	10 13 3	11 2 6	11 7 6	11 12 3	12 0 8	12 4 10	12 8 10	12 12 6	13 0 1
2 rupees	18 9 7	19 6 10	20 3 5	20 15 3	21 10 6	22 5 1	22 15 0	23 8 5	24 1 4	24 9 8	25 4 7	25 9 1	26 0 1
3 ,, ...	27 14 4	29 2 2	30 5 1	31 6 11	32 7 9	33 7 7	34 6 7	35 4 8	36 2 0	36 14 6	37 0 5	38 5 7	39 0 2
4 ,, ...	37 3 2	38 13 7	40 6 9	41 14 7	43 5 0	44 10 1	45 14 1	47 0 11	48 2 8	49 3 5	50 3 3	51 2 2	52 0 2
5 ,, ...	46 7 7	48 9 0	50 8 6	52 6 2	54 2 3	55 12 8	57 5 7	58 13 2	60 3 4	61 8 3	62 12 0	63 14 8	65 0 3
6 ,, ...	55 12 8	58 4 5	60 10 2	62 13 10	64 15 5	66 15 2	68 13 1	70 9 4	72 4 0	73 13 1	75 4 10	76 11 2	78 0 4
7 ,, ...	65 1 4	67 15 9	70 11 10	73 5 5	75 12 8	78 1 9	80 4 8	82 5 7	84 4 8	86 1 11	87 13 8	89 7 9	91 0 4
8 ,, ...	74 6 5	77 11 2	80 13 7	83 13 1	86 9 11	89 4 3	91 12 2	94 1 10	96 5 4	98 6 9	100 6 5	102 4 3	104 0 5
9 ,, ...	83 11 0	87 6 7	90 15 3	94 4 9	97 7 2	100 6 9	103 3 8	105 14 0	108 6 0	110 11 7	112 15 3	115 0 10	117 0 5
10 ,, ...	92 15 2	97 2 0	101 0 11	104 12 4	108 4 5	111 9 4	114 11 2	117 10 3	120 6 8	123 0 6	125 8 1	127 13 4	130 0 6
100 ,, ...	929 8 0	971 3 7	1,010 9 5	1,047 11 7	1,082 12 2	1,115 13 0	1,146 15 10	1,176 6 6	1,204 2 6	1,230 5 5	1,255 0 7	1,278 5 4	1,300 5 1

SCHEDULE I—*cont.*

Showing the present Value of an Annuity of sums from one pie to Rs. 100 for from one to fifty years, and in perpetuity, at the rate of six *per cent.* *per annum—cont.*

	27 years.	28 years.	29 years.	30 years.	31 years.	32 years.	33 years.	34 years.	35 years.	36 years.	37 years.	38 years.	39 years.
	28	29	30	31	32	33	34	35	36	37	38	39	40
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1 pie	0 1 1	0 1 1	0 1 2	0 1 2	0 1 2	0 1 2	0 1 2	0 1 2	0 1 2	0 1 3	0 1 3	0 1 3	0 1 3
2 pies	0 2 2	0 2 3	0 2 3	0 2 4	0 2 4	0 2 4	0 2 4	0 2 5	0 2 5	0 2 5	0 2 5	0 2 6	0 2 6
3 ,, ...	0 3 4	0 3 4	0 3 5	0 3 5	0 3 6	0 3 6	0 3 7	0 3 7	0 3 7	0 3 8	0 3 8	0 3 9	0 3 9
4 ,, ...	0 4 5	0 4 6	0 4 6	0 4 7	0 4 8	0 4 8	0 4 9	0 4 9	0 4 10	0 4 10	0 4 11	0 5 0	0 5 0
5 ,, ...	0 5 6	0 5 7	0 5 8	0 5 9	0 5 10	0 5 10	0 5 11	0 6 0	0 6 0	0 6 1	0 6 2	0 6 2	0 6 3
6 ,, ...	0 6 7	0 6 8	0 6 10	0 6 11	0 7 0	0 7 1	0 7 1	0 7 2	0 7 3	0 7 4	0 7 4	0 7 5	0 7 6
1 anna	0 13 3	0 13 5	0 13 7	0 13 9	0 13 11	0 14 1	0 14 3	0 14 4	0 14 6	0 14 7	0 14 9	0 14 10	0 14 11
2 annas	1 10 5	1 10 10	1 11 2	1 11 6	1 11 10	1 12 2	1 12 6	1 12 9	1 13 0	1 13 3	1 13 6	1 13 8	1 13 11
3 ,, ...	2 7 8	2 8 3	2 8 9	2 9 4	2 9 9	2 10 3	2 10 8	2 11 1	2 11 6	2 11 10	2 12 3	2 12 7	2 12 10
4 ,, ...	3 4 10	3 5 7	3 6 4	3 7 1	3 7 9	3 8 4	3 8 11	3 9 6	3 10 0	3 10 6	3 10 11	3 11 5	3 11 10
5 ,, ...	4 2 1	4 3 0	4 3 11	4 4 10	4 5 8	4 6 5	4 7 2	4 7 10	4 8 6	4 9 1	4 9 8	4 10 3	4 10 9
6 ,, ...	4 15 3	5 0 5	5 1 7	5 2 7	5 3 7	5 4 6	5 5 5	5 6 3	5 7 0	5 7 9	5 8 5	5 9 1	5 9 8
7 ,, ...	5 12 6	5 13 10	5 15 2	6 0 4	6 1 6	6 2 7	6 3 7	6 4 7	6 5 6	6 6 4	6 7 2	6 7 11	6 8 8
8 ,, ...	6 9 8	6 11 3	6 12 9	6 14 1	6 15 5	7 0 8	7 1 10	7 2 11	7 4 0	7 5 0	7 5 11	7 6 9	7 7 7
9 ,, ...	7 6 11	7 8 8	7 10 4	7 11 11	7 13 4	7 14 9	8 0 1	8 1 4	8 2 6	8 3 7	8 4 8	8 5 8	8 6 6
10 ,, ...	8 4 1	8 6 1	8 7 11	8 9 8	8 11 3	8 12 10	8 14 4	8 15 8	9 1 0	9 2 3	9 3 4	9 4 6	9 5 6
11 ,, ...	9 1 4	9 3 6	9 5 6	9 7 5	9 9 3	9 10 11	9 12 6	9 14 1	9 15 6	10 0 10	10 2 1	10 3 4	10 4 4
12 ,, ...	9 14 6	10 0 10	10 3 1	10 5 2	10 7 2	10 9 0	10 10 9	10 12 5	10 14 0	10 15 5	11 0 10	11 2 2	11 3 5
13 ,, ...	10 11 9	10 14 3	11 0 8	11 2 11	11 5 1	11 7 1	11 9 0	11 10 9	11 12 6	11 14 1	11 15 7	12 1 0	12 2 4
14 ,, ...	11 8 11	11 11 8	11 14 3	12 0 8	12 3 0	12 5 2	12 7 3	12 9 2	12 11 0	12 12 8	12 14 4	12 15 11	13 1 3
15 ,, ...	12 6 2	12 9 1	12 11 10	12 14 6	13 0 11	13 3 3	13 5 4	13 7 6	13 9 6	13 11 4	13 13 1	13 14 9	14 0 3
1 rupee	13 3 4	13 6 6	13 9 5	13 12 3	13 14 10	14 1 4	14 3 8	14 5 11	14 8 0	14 9 11	14 11 9	14 13 6	14 15 2
2 rupees	26 6 9	26 13 0	27 2 11	27 8 6	27 13 9	28 2 8	28 7 4	28 11 9	28 15 11	29 3 10	29 7 7	29 11 1	29 14 4
3 ,, ...	39 10 1	40 3 6	40 12 4	41 4 9	41 12 7	42 4 0	42 11 1	43 1 8	43 7 11	43 13 10	44 3 4	44 8 7	44 13 7
4 ,, ...	52 13 6	53 10 0	54 5 10	55 0 11	55 11 6	56 5 5	56 14 9	57 7 7	57 15 11	58 7 9	58 15 2	59 6 2	59 12 9
5 ,, ...	66 0 10	67 0 6	67 15 3	68 13 2	69 10 4	70 6 9	71 2 5	71 13 5	72 7 10	73 1 8	73 10 11	74 3 8	74 11 11
6 ,, ...	79 4 3	80 7 0	81 8 8	82 9 5	83 9 2	84 8 1	85 6 1	86 3 4	86 15 10	87 11 7	88 6 9	89 1 3	89 11 1
7 ,, ...	92 7 7	93 13 6	95 2 2	96 5 8	97 8 1	98 9 5	99 9 9	100 9 3	101 7 10	102 5 7	103 2 6	103 14 9	104 10 4
8 ,, ...	105 10 11	107 4 0	108 11 7	110 1 11	111 6 11	112 10 9	113 13 6	114 15 1	115 15 9	116 15 6	117 14 4	118 12 3	119 9 6
9 ,, ...	118 14 4	120 10 6	122 5 1	123 14 2	125 5 9	126 12 1	128 1 2	129 5 0	130 7 9	131 9 5	132 10 1	133 9 10	134 8 8
10 ,, ...	132 1 8	134 1 0	135 14 6	137 10 5	139 4 8	140 13 5	142 4 10	143 10 11	144 15 9	146 3 4	147 5 11	148 7 4	149 7 10
100 ,, ...	1,321 0 10	1,340 9 10	1,359 1 1	1,376 7 9	1,392 14 6	1,408 6 6	1,423 0 4	1,436 13 0	1,449 13 2	1,462 1 7	1,473 10 10	1,484 9 7	1,494 14 6

SCHEDULE I—*cont.*

Showing the present Value of an Annuity of sums from one pie to Rs. 100 for from one to fifty years, and in perpetuity, at the rate of six *per cent.* *per annum*—*cont.*

—	40 years.	41 years.	42 years.	43 years.	44 years.	45 years.	46 years.	47 years.	48 years.	49 years.	50 years.	In perpetuity.
	41	42	43	44	45	46	47	48	49	50	51	52
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1 pie	0 1 3	0 1 3	0 1 3	0 1 3	0 1 3	0 1 3	0 1 4	0 1 4	0 1 4	0 1 4	0 1 4	0 1 5
2 pies	0 2 6	0 2 6	0 2 6	0 2 7	0 2 7	0 2 7	0 2 7	0 2 7	0 2 7	0 2 7	0 2 8	0 2 9
3 ,,	0 3 9	0 3 9	0 3 10	0 3 10	0 3 10	0 3 11	0 3 11	0 3 11	0 3 11	0 3 11	0 3 11	0 4 2
4 ,,	0 5 0	0 5 0	0 5 1	0 5 1	0 5 2	0 5 2	0 5 2	0 5 2	0 5 3	0 5 3	0 5 3	0 5 7
5 ,,	0 6 3	0 6 3	0 6 4	0 6 4	0 6 5	0 6 5	0 6 6	0 6 6	0 6 6	0 6 6	0 6 7	0 6 11
6 ,,	0 7 6	0 7 6	0 7 7	0 7 8	0 7 8	0 7 9	0 7 9	0 7 10	0 7 10	0 7 10	0 7 11	0 8 4
1 anna	0 15 1	0 15 2	0 15 3	0 15 4	0 15 5	0 15 6	0 15 6	0 15 7	0 15 8	0 15 8	0 15 9	1 0 8
2 annas	1 14 1	1 14 3	1 14 5	1 14 7	1 14 9	1 15 1	1 15 2	1 15 4	1 15 6	1 15 6	1 15 8	2 1 4
3 ,,	2 13 2	2 13 5	2 13 8	2 13 11	2 14 2	2 14 7	2 14 9	2 14 11	2 15 1	2 15 1	2 15 3	3 2 0
4 ,,	3 12 2	3 12 7	3 12 11	3 13 3	3 13 7	3 13 10	3 14 1	3 14 4	3 14 7	3 14 10	3 15 1	4 2 8
5 ,,	4 11 3	4 11 8	4 12 1	4 12 6	4 13 0	4 13 3	4 13 7	4 13 11	4 14 3	4 14 6	4 14 10	5 3 4
6 ,,	5 10 3	5 10 10	5 11 4	5 11 10	5 12 4	5 12 9	5 13 2	5 13 6	5 13 11	5 14 3	5 14 7	6 4 0
7 ,,	6 9 4	6 10 0	6 10 7	6 11 2	6 11 8	6 12 2	6 12 6	6 13 1	6 13 7	6 13 11	6 14 4	7 4 8
8 ,,	7 8 5	7 8 13	7 9 10	7 10 5	7 11 1	7 11 6	7 12 2	7 12 9	7 13 2	7 13 8	7 14 1	8 5 4
9 ,,	8 7 6	8 8 3	8 9 0	8 9 9	8 10 5	8 11 1	8 11 9	8 12 4	8 12 10	8 13 4	8 13 10	9 6 0
10 ,,	9 6 6	9 7 6	9 8 3	9 9 1	9 9 10	9 10 7	9 11 3	9 11 11	9 12 6	9 13 1	9 13 7	10 6 8
11 ,,	10 5 7	10 6 6	10 7 6	10 8 4	10 9 3	10 10 0	10 10 9	10 11 6	10 12 2	10 12 9	10 13 5	11 7 4
12 ,,	11 4 7	11 5 8	11 6 8	11 7 7	11 8 6	11 9 6	11 10 4	11 11 1	11 11 10	11 12 6	11 13 2	12 8 0
13 ,,	12 3 8	12 4 10	12 5 11	12 7 0	12 8 0	12 9 10	12 10 8	12 10 8	12 11 5	12 12 2	12 12 11	13 8 8
14 ,,	13 2 8	13 3 11	13 5 2	13 6 4	13 7 4	13 8 5	13 9 4	13 10 3	13 11 1	13 11 11	13 12 8	14 9 4
15 ,,	14 1 9	14 3 1	14 4 4	14 5 7	14 6 9	14 7 10	14 8 10	14 9 10	14 10 9	14 11 7	14 12 5	15 10 0
1 rupee	15 0 9	15 2 3	15 3 7	15 4 11	15 6 2	15 7 4	15 8 5	15 9 5	15 10 5	15 11 4	15 12 2	16 10 8
2 rupees	30 1 6	30 4 5	30 7 3	30 9 10	30 12 3	30 14 8	30 17 3	31 2 10	31 4 10	31 6 8	31 8 5	33 5 4
3 ,,	45 2 3	45 6 8	45 10 9	45 14 8	46 2 5	46 6 11	46 9 2	46 12 3	46 15 2	47 2 0	47 4 7	50 0 0
4 ,,	60 3 0	60 8 10	60 14 4	61 3 7	61 8 6	61 13 2	61 17 9	62 5 8	62 9 7	62 13 3	63 0 9	66 10 8
5 ,,	75 3 8	75 11 1	76 2 0	76 8 6	76 14 8	77 4 6	77 11 1	77 16 1	78 4 0	78 8 7	78 12 11	83 5 4
6 ,,	90 4 5	90 13 3	91 5 7	91 13 5	92 4 9	92 11 9	93 2 4	93 8 7	93 14 5	94 3 11	94 9 2	100 0 0
7 ,,	105 5 2	105 15 6	106 9 2	107 2 3	107 10 11	108 3 1	108 10 9	109 2 0	109 6 10	109 15 3	110 6 4	116 10 8
8 ,,	120 6 11	121 1 8	122 7 2	122 7 2	123 1 1	123 10 4	124 3 1	124 11 5	125 3 2	125 10 7	126 1 6	133 5 4
9 ,,	135 6 8	136 3 11	137 0 4	137 12 1	138 7 2	139 1 8	139 11 6	140 4 10	140 13 7	141 6 11	141 13 9	150 0 0
10 ,,	150 7 6	151 6 1	152 3 11	153 1 0	153 13 4	154 8 11	155 3 11	155 14 3	156 8 0	157 1 3	157 9 11	166 10 8
100 ,,	1,504 10 1	1,513 12 10	1,522 7 3	1,530 9 10	1,538 6 1	1,545 9 4	1,552 7 0	1,558 14 6	1,565 0 0	1,570 12 1	1,576 3 0	1,666 10 8

SCHEDULE II.

THE presumed price of Cocoanuts, Arecanuts, Pepper and Paddy.

Produce.	Commutation price.	
	RS. A. P.	
Cocoanuts—		
(*a*) In localities unfavourably situated as regards markets	18 0 0	for a thousand.
(*b*) Elsewhere	20 0 0	
Arecanuts—		
(*a*) In localities unfavourably situated as regards markets	0 2 0	for a hundred.
(*b*) Elsewhere	0 2 6	
Pepper (dry)—	16 0 0	for a cwt.
	or 0 2 3	for a lb.
Paddy—		
(*a*) In the taluk of Ernad	139 0 0	for a garce.
(*b*) Do. of Walavanad	137 8 0	
(*c*) Do. of Palghat	136 0 0	
(*d*) Do. of Chirakkal	163 0 0	
(*e*) Do. of Ponnáni	148 0 0	
(*f*) Do. of Calicut	150 0 0	
(*g*) Do. of Kurumbranát ..	150 0 0	
(*h*) Do. of Kóttayam	155 0 0	

SCHEDULE III.

PRESUMED cost of cultivating a crop of Paddy, of cultivating Cocoanut trees, Arecanut trees, Pepper vines and Jack trees till they come into bearing, and of maintaining these trees and vines for a year when bearing.

(*a*) The cost of cultivating a crop of paddy is Rs. 9–8–0 for an acre.

(*b*) The cost of planting and cultivating a cocoanut tree, an arecanut tree, a jack tree and a standard of pepper vines until in bearing is as follows :—

	RS. A. P.
Cocoanut tree	2 12 0
Arecanut tree when artificial irrigation is not necessary	0 2 6
Do. do. is necessary	0 12 0
Pepper vines (standard of)	0 3 6
Jack tree	2 10 0

(*c*) The cost of maintaining a cocoanut tree, an arecanut tree, a jack tree, and a standard of pepper vines for one year when in bearing is as follows :—

—	Cost of cultivation.	Assessment.	Total.
	RS. A. P.	RS. A. P.	RS. A. P.
Cocoanut	0 2 6	0 1 3	0 3 9
Arecanut when artificial irrigation is not necessary.	0 0 2	0 0 4	0 0 6
Arecanut when artificial irrigation is necessary.	0 1 3	0 0 4	0 1 7
Jack	0 2 0	0 2 2	0 4 2
Pepper vine	0 0 6	*Nil.*	0 0 6

Schedule IV.

Presumptions as to the Compensation that should be awarded in certain cases.

Explanation.– (1) If the yield is greater than that shown in the tables of this schedule, the compensation to be awarded shall be that arrived at by calculation in accordance with the provisions of the Act.

(2) In estimating the increase in the annual net produce of the holding derivable from trees or plants which, by reason of immaturity, have as yet only come into partial bearing, a reasonable allowance shall be made for the probable future increase in the produce of such trees or plants.

(3) It has been found impossible to prepare useful tables for jack trees and paddy. The calculation of the compensation awarded for them must be left entirely to the courts.

Schedule IV, Table I.

Showing the Compensation to be paid for each Cocoanut, Arecanut and Jack tree and for each standard of Pepper vines which has not yet come into bearing.

Age in years.	Cocoanuts.	Age in years.	Arecanut, when artificial irrigation is		Age in years.	Jack.	Age in years.	Pepper.
			Necessary.	Not necessary.				
	Rs. A. P.		Rs. A. P.	Rs. A. P.		Rs. A. P.		Rs. A. P.
1	0 8 0	1	0 3 0	0 1 0	1	0 8 0	1	0 2 0
2	0 13 0	2	0 4 6	0 1 4	2	0 12 0	2	0 2 6
3	1 2 0	3	0 5 9	0 1 8	3	1 0 0	3	0 3 0
4	1 6 0	4	0 7 0	0 1 10	4	1 3 0	4	0 3 6
5	1 10 0	5	0 8 3	0 2 0	5	1 6 0	5	0 4 0
6	1 14 0	6	0 9 6	0 2 2	6	1 8 0	6	0 4 6
7	2 1 0	7	0 10 9	0 2 4	7	1 10 0	7	0 5 0
8	2 4 0	8	0 12 0	0 2 6	8	1 12 0	8	0 5 6
9	2 7 0	9	0 13 3	0 2 8	9	1 14 0	9	0 6 0
10	2 9 6	10	0 14 6	0 2 10	10	2 0 0	10	0 6 6
11	2 12 0				11	2 2 0	11	0 7 0
12	2 14 6				12	2 4 0	12	0 7 6
13	3 1 0				13	2 6 0	13	0 8 0
14	3 3 6				14	2 8 0	14	0 8 6
15	3 6 0				15	2 10 0	15	0 9 0

Schedule IV, Table II.

(1.)—Showing the Compensation to be awarded for Cocoanut trees having an estimated future fruitful life of from 1 to 30 years and an estimated future fruit-bearing capacity of from 1 to 100 nuts per annum, the computation price paid being Rs. 20 for a thousand nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing Rs. 2-12-0, and the annual cost of maintaining the tree, inclusive of assessment, As. 3-9.

Annual produce in nuts.	Price of nuts at Rs. 20 per 1,000.	Net value of the annual produce after deducting As. 3-9, being the cost of maintaining the tree for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.
1	2	3	4	5	6	7	8	9	10	11	12	13
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1	0 0 4	...	...	...	...	...	...	...	...	...	...	...
2	0 0 8	...	...	...	...	...	...	...	...	...	...	...
3	0 1 0	...	...	...	...	...	...	...	...	...	...	...
4	0 1 7	...	...	...	...	...	...	...	...	...	...	...
5	0 2 3	...	...	...	...	...	...	...	...	...	...	...
6	0 2 11	...	...	...	...	...	...	...	...	...	...	...
7	0 3 2	...	...	...	...	...	...	...	...	...	...	...
8	0 3 10	...	...	...	...	...	...	...	...	...	...	...
9	0 4 2	0 0 1	0 0 1	0 0 2	0 0 3	0 0 3	0 0 4	0 0 5	0 0 6	0 0 6	0 0 6	0 0 7
10	0 4 6	0 0 5	0 0 5	0 0 9	0 1 1	0 1 5	0 2 1	0 2 4	0 2 7	0 2 7	0 2 10	0 3 1
11	0 4 10	0 0 9	0 0 9	0 1 5	0 2 0	0 2 7	0 3 2	0 3 9	0 4 2	0 4 8	0 5 1	0 5 6
12	0 5 1	0 1 1	0 1 0	0 2 0	0 2 5	0 3 1	0 3 9	0 4 6	0 5 1	0 6 9	0 7 6	0 7 11
13	0 5 5	0 1 4	0 1 3	0 2 5	0 3 1	0 3 8	0 4 5	0 5 4	0 6 1	0 8 4	0 9 1	0 9 9
14	0 5 9	0 1 8	0 1 7	0 3 1	0 3 8	0 4 5	0 5 4	0 6 3	0 7 5	0 9 3	0 10 4	0 12 3
15	0 6 1	0 2 0	0 1 11	0 3 8	0 4 3	0 5 4	0 6 3	0 7 1	0 8 3	0 10 2	0 12 5	0 14 9
16	0 6 6	0 2 4	0 2 3	0 4 3	0 4 11	0 6 3	0 7 1	0 8 0	0 9 10	0 11 2	0 13 7	0 15 10
17	0 6 10	0 2 8	0 2 7	0 4 8	0 5 4	0 7 1	0 8 0	0 8 11	0 10 6	0 12 5	0 14 6	1 1 2
18	0 7 2	0 3 0	0 2 11	0 5 2	0 5 10	0 7 11	0 8 11	0 9 10	0 11 6	0 13 0	0 15 10	1 2 2
19	0 7 6	0 3 4	0 3 3	0 5 7	0 6 4	0 8 9	0 9 10	0 11 2	0 13 2	0 14 10	1 0 6	1 3 8
20	0 7 11	0 3 8	0 3 7	0 6 0	0 6 11	0 9 7	0 10 9	0 12 5	0 14 9	1 0 5	1 2 2	1 4 3
21	0 8 3	0 4 0	0 4 0	0 6 6	0 7 5	0 10 4	0 11 7	0 13 7	1 0 6	1 2 4	1 4 3	1 5 9
22	0 8 7	0 4 4	0 4 4	0 6 11	0 8 0	0 10 11	0 12 10	0 14 10	1 2 3	1 4 6	1 6 3	1 7 4
23	0 8 11	0 4 8	0 4 8	0 7 5	0 8 8	0 11 6	0 13 5	1 0 3	1 4 1	1 6 8	1 8 4	1 9 5
24	0 9 3	0 5 0	0 5 0	0 7 10	0 9 3	0 12 1	0 14 1	1 2 0	1 5 11	1 8 11	1 10 6	2 0 1
25	0 9 7	0 5 4	0 5 4	0 8 4	0 9 11	0 12 9	0 14 9	1 3 10	1 7 8	1 11 1	2 1 8	2 3 4
26	0 10 0	0 5 8	0 5 8	0 8 9	0 10 6	0 13 4	1 0 5	1 5 7	1 9 5	2 1 5	2 4 0	2 6 6
27	0 10 4	0 6 0	0 6 0	0 9 3	0 11 2	0 13 11	1 1 1	1 6 5	1 10 3	2 3 10	2 6 8	2 9 3
28	0 10 8	0 6 4	0 6 4	0 9 8	0 11 9	1 0 6	1 1 9	1 7 3	1 11 1	2 6 3	2 9 4	3 0 1
29	0 11 0	0 6 8	0 6 8	0 10 2	0 12 5	1 1 2	1 2 6	1 8 1	2 0 0	2 8 8	3 0 1	3 3 0
30	0 11 4	0 7 0	0 7 0	0 10 7	0 13 0	1 1 10	1 3 3	1 8 11	2 1 0	2 11 1	3 3 10	3 6 11

Explanation.—The gross value of the annual produce of trees, which produce less than twelve nuts, is less than the cost of maintenance including assessment, viz., As. 3-9. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than twelve nuts.

(1.)—Showing the Compensation to be awarded for Cocoanut trees having an estimated future fru… ittul life of from 1 to 50 years and an estimated future fruit-bearing capacity of from 1 to 100 nuts per annum, the commutation price paid being Rs. 20 f… or a thousand nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing Rs. 2–12–0, and the annual cost of maintaining the … tree, inclusive of assessment, As. 3–9—*cont.*

Annual produce in nuts.	Price of nuts at Rs. 20 per 1,000.	Net value of the annual produce after deducting As. 3-9, being the cost of maintaining the tree for one year.	12 years.	14 years.	16 years.	18 years.	20 years.	25 years.	…	30 years.	35 years.	40 years.	45 years.	50 years.
			14	15	16	17	18	19		20	21	22	23	24
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.		Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1 ..	0 0 4	..												
2 ..	0 0 8	..												
3 ..	0 1 0	..												
4 ..	0 1 3	..												
5 ..	0 1 7	..												
6 ..	0 1 11	..												
7 ..	0 2 3	..												
8 ..	0 2 7	..												
9 ..	0 2 11	..												
10 ..	0 3 2	..												
11 ..	0 3 6	..												
12 ..	0 3 10	0 0 1	0 0 8	0 0 9	0 0 10	0 0 11	0 0 11	0 1 1	0 1 2		0 1 2	0 1 3	0 1 3	0 1 4
13 ..	0 4 2	0 0 5	0 3 6	0 3 10	0 4 3	0 4 6	0 4 9	0 5 4	0 5 9		0 6 0	0 6 3	0 6 5	0 6 7
14 ..	0 4 6	0 0 9	0 6 3	0 7 0	0 7 7	0 8 1	0 8 7	0 9 7	0 10 4		0 10 10	0 11 3	0 11 7	0 11 10
15 ..	0 4 10	0 1 1	0 9 1	0 10 1	0 10 11	0 11 9	0 12 5	0 13 10	0 14 11		0 15 8	1 0 4	1 0 8	1 1 1
16 ..	0 5 1	0 1 4	0 11 3	0 12 5	0 13 5	0 14 5	0 15 4	1 1 0	1 2 4		1 3 4	1 4 1	1 4 7	1 5 0
17 ..	0 5 5	0 1 8	0 14 0	0 15 7	1 0 10	1 2 1	1 3 2	1 5 4	1 7 0		1 8 2	1 9 1	1 9 9	1 10 4
18 ..	0 5 9	0 2 0	1 0 9	1 2 7	1 4 3	1 5 8	1 6 11	1 9 7	1 11 6		1 13 0	1 14 1	1 14 11	1 15 6
19 ..	0 6 1	0 2 4	1 3 7	1 5 8	1 7 7	1 9 3	1 10 9	1 13 10	2 0 1		2 1 10	2 3 1	2 4 1	2 4 9
20 ..	0 6 5	0 2 8	1 6 4	1 8 10	1 11 0	1 12 11	1 14 7	2 2 2	2 4 9		2 6 8	2 8 1	2 9 3	2 10 6
25 ..	0 8 0	0 4 3	2 3 7	2 7 6	2 10 11	2 13 6	2 15 7	3 3 9	3 6 11		3 9 2	3 10 11	3 12 4	3 13 3
30 ..	0 9 7	0 5 10	2 15 8	3 3 8	3 7 2	3 10 5	3 13 2	4 2 11	4 7 8		4 10 5	4 12 10	4 14 8	5 0 0
35 ..	0 11 2	0 7 5	3 9 8	3 14 8	4 3 3	4 7 3	4 10 9	5 2 2	5 7 7		5 11 8	5 14 8	6 0 11	6 2 8
40 ..	0 12 10	0 9 1	4 4 1	4 10 4	4 15 10	5 4 9	5 9 2	6 2 1	6 8 10		6 13 9	7 1 6	7 4 3	7 6 5
45 ..	0 14 5	0 10 8	4 14 1	5 5 5	5 11 11	6 1 8	6 6 9	7 1 4	7 9 2		7 15 0	8 3 5	8 6 8	8 9 2
50 ..	1 0 0	0 12 3	5 8 0	6 0 5	6 7 10	6 14 5	7 4 5	8 0 5	8 9 5		9 0 2	9 5 3	9 9 0	9 11 10
55 ..	1 1 7	0 13 10	6 2 0	6 11 5	7 3 11	7 11 4	8 2 0	8 15 8	9 9 10		10 1 5	10 7 1	10 11 5	10 14 7
60 ..	1 3 2	0 15 5	6 11 11	7 6 5	7 15 11	8 8 2	8 15 8	9 14 10	10 10 2		11 2 8	11 8 11	11 13 8	12 1 3
65 ..	1 4 10	1 1 1	7 6 5	8 2 2	8 12 5	9 5 9	9 13 11	10 14 9	11 11 5		12 4 9	12 11 11	13 1 0	13 4 11
70 ..	1 6 5	1 2 8	8 0 5	8 13 2	9 8 6	10 2 8	10 11 7	11 14 0	12 11 9		13 6 0	13 13 8	14 3 5	14 7 8
75 ..	1 8 0	1 4 3	8 10 4	9 8 1	10 4 5	10 15 5	11 9 2	12 13 2	13 12 1		14 7 2	14 15 6	15 5 9	15 10 5
80 ..	1 9 7	1 5 10	9 4 4	10 3 3	11 0 5	11 12 4	12 6 10	13 12 4	14 12 5		15 8 5	16 1 5	16 8 2	16 13 2
85 ..	1 11 2	1 7 5	9 14 3	10 14 3	11 12 6	12 9 2	13 4 6	14 11 6	15 12 9		16 9 8	17 3 3	17 10 5	17 15 10
90 ..	1 12 10	1 9 1	10 8 8	11 9 0	12 9 1	13 6 8	14 2 9	15 11 6	16 14 0		17 11 9	18 6 1	18 13 9	19 3 6
95 ..	1 14 5	1 10 8	11 2 8	12 4 11	13 5 2	14 3 7	15 0 5	16 10 8	17 14 5		18 13 0	19 7 11	20 0 2	20 6 3
100 ..	2 0 0	1 12 8	11 12 8	12 15 11	14 1 1	15 0 5	15 14 0	17 9 10	18 14 8		19 12 4	20 9 10	21 2 6	21 8 11

Explanation.—The gross value of the annual produce of trees, which produce less than twelve nuts, is less than the cost of maintenance including assessment, viz., As. 3-9. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than twelve nuts.

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(2.)—Showing the Compensation to be awarded for Cocoanut trees having an estimated future fruitful life of from 1 to 50 years and an estimated future fruit-bearing capacity of from 1 to 100 nuts per annum, the commutation price being Rs. 18 for a thousand nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing Rs. 2–12–0, and the annual cost of maintaining the tree inclusive of assessment, As. 3–9.

Annual produce in nuts.	Price of nuts at Rs. 18 per 1,000	Net value of the annual produce after deducting As. 3-9, being the cost of maintaining the tree for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.
1	2	3	4	5	6	7	8	9	10	11	12	13
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1	0 0 3	..										
2	0 0 7	..										
3	0 0 10	..										
4	0 1 2	..										
5	0 1 5	..										
6	0 1 9	..										
7	0 2 0	..										
8	0 2 4	..										
9	0 2 7	..										
10	0 2 11	..										
11	0 3 2	..										
12	0 3 5	..										
13	0 3 9	..										
14	0 4 0	..										
15	0 4 4	0 0 3	0 0 3	0 0 6	0 0 8	0 0 10	0 1 1	0 1 3	0 1 5	0 1 7	0 1 8	0 1 10
16	0 4 7	0 0 7	0 0 7	0 1 1	0 1 7	0 2 0	0 2 5	0 3 3	0 3 7	0 4 0	0 4 3	0 4 6
17	0 4 11	0 0 10	0 0 10	0 1 6	0 2 3	0 2 11	0 3 6	0 4 2	0 4 7	0 5 2	0 5 8	0 6 1
18	0 5 2	0 1 2	0 1 1	0 2 2	0 3 1	0 4 1	0 4 11	0 5 9	0 6 6	0 6 7	0 8 0	0 8 7
19	0 5 6	0 1 5	0 1 4	0 2 7	0 3 9	0 4 11	0 6 0	0 7 0	0 7 11	0 8 10	0 9 8	0 10 5
20	0 5 9	0 1 9	0 1 8	0 3 3	0 4 8	0 6 1	0 7 5	0 8 8	0 9 9	0 10 11	0 11 11	0 12 10
25	0 7 2	0 2 0	0 1 11	0 3 8	0 5 4	0 6 11	0 8 5	0 9 10	0 11 2	0 12 5	0 13 7	0 14 9
30	0 8 8	0 2 4	0 3 3	0 4 3	0 6 3	0 7 8	0 9 5	0 10 10	1 0 10	1 1 3	1 2 1	1 3 2
35	0 10 1	0 2 8	0 4 8	0 4 11	0 6 4	0 8 4	0 10 1	0 11 7	1 0 11	1 2 5	1 3 5	1 4 6
40	0 11 6	0 3 4	0 5 11	0 5 8	0 7 9	0 9 1	0 10 9	0 12 5	1 1 7	1 3 1	1 4 3	1 5 4
45	0 13 0	0 3 9	0 7 4	0 6 6	0 9 3	0 10 5	0 12 2	0 13 10	1 3 4	1 4 10	1 6 0	1 7 1
50	0 14 5	0 4 3	0 8 9	0 7 3	0 10 8	0 11 9	0 13 6	0 15 3	1 5 0	1 6 6	1 7 8	1 8 9
55	0 15 10	0 4 8	0 10 1	0 8 1	0 12 1	0 13 2	0 14 10	1 0 7	1 6 8	1 8 3	1 9 5	1 10 6
60	1 1 3	0 5 2	0 11 4	0 8 10	0 13 6	0 14 6	0 16 3	1 2 1	1 8 4	1 9 10	1 11 1	1 12 2
65	1 2 9	0 5 7	0 12 8	0 9 8	0 15 0	0 15 11	1 1 11	1 3 8	1 9 11	1 11 5	1 12 9	1 13 10
70	1 4 2	0 6 1	0 14 2	0 10 6	1 0 5	1 1 3	1 3 8	1 5 4	1 11 6	1 13 0	1 14 5	1 15 6
75	1 5 7	0 6 6	0 15 6	0 11 3	1 1 10	1 2 8	1 4 5	1 6 11	2 1 1	2 2 5	2 3 9	2 4 10
80	1 7 0	0 7 0	1 0 11	0 11 11	1 3 3	1 4 0	1 5 11	1 8 6	2 3 8	2 4 10	2 6 2	2 7 3
85	1 8 6	0 7 5	1 2 2	1 0 8	1 4 9	1 5 5	1 7 4	1 9 11	2 6 3	2 7 7	2 8 11	2 10 0
90	1 9 11	0 8 0	1 3 7	1 1 5	1 6 2	1 6 11	1 8 10	1 11 4	2 8 8	2 10 0	2 11 4	2 12 9
95	1 11 4	0 8 4	1 4 10	1 2 2	1 7 7	1 8 4	1 10 3	2 0 9	2 11 3	3 0 5	3 1 8	3 2 11
100	1 12 10	0 8 8	1 6 3	1 2 11	1 9 1	1 9 10	1 11 9	2 2 2	3 1 6	3 3 1	3 4 5	3 5 8
			1 7 8	1 3 6	1 9 1	1 11 4	2 1 2	2 3 8	3 3 11	3 5 6	3 6 11	3 8 3

Explanation.—The gross value of the annual produce of trees, which produce less than fourteen nuts, is not greater than the cost of maintenance including assessment, viz., As. 3–9. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than fourteen nuts.

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SCHEDULE IV, TABLE II—*cont.*

(2.)—Showing the Compensation to be awarded for Cocoanut trees having an estimated future fruitful life of from 1 to 50 years and an estimated future fruit-bearing capacity of from 1 to 100 nuts per annum, the commutation price being Rs. 18 for a thousand nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing Rs. 2-12-0, and the annual cost of maintaining the tree, inclusive of assessment, As. 3-9—*cont.*

Annual produce in nuts.	Price of nuts at Rs. 18 per 1,000.	Net value of the annual produce after deducting As. 3-9, being the cost of maintaining the tree for one year.	12 years.	14 years.	16 years.	18 years.	20 years.	25 years.	30 years.	35 years.	40 years.	45 years.	50 years.
			14	15	16	17	18	19	20	21	22	23	24
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1 ..	0 0 3	..											
2 ..	0 0 7	..											
3 ..	0 0 10	..											
4 ..	0 1 2	..											
5 ..	0 1 5	..											
6 ..	0 1 9	..	*Explanation.*—The gross value of the annual produce of trees, which produce less than fourteen nuts, is not greater than the cost of maintenance including assessment, viz., As. 3-9. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than fourteen nuts.										
7 ..	0 2 0	..											
8 ..	0 2 4	..											
9 ..	0 2 7	..											
10 ..	0 2 11	..											
11 ..	0 3 2	..											
12 ..	0 3 5	..											
13 ..	0 3 9	..											
14 ..	0 4 0	0 0 3	0 2 1	0 2 4	0 2 6	0 2 8	0 2 10	0 3 2	0 3 5	0 3 7	0 3 9	0 3 10	0 3 11
15 ..	0 4 4	0 0 7	0 4 10	0 5 5	0 5 11	0 6 4	0 6 8	0 7 6	0 8 1	0 8 5	0 8 9	0 9 0	0 9 3
16 ..	0 4 7	0 0 10	0 7 0	0 7 9	0 8 5	0 9 0	0 9 7	0 10 8	0 11 6	0 12 1	0 12 6	0 12 11	0 13 2
17 ..	0 4 11	0 1 2	0 9 10	0 10 11	0 11 9	0 12 8	0 13 5	0 14 11	1 0 1	1 0 11	1 1 7	1 2 0	1 2 5
18 ..	0 5 2	0 1 5	0 11 11	0 13 2	0 14 4	0 15 4	1 0 3	1 2 1	1 3 6	1 4 6	1 5 4	1 5 10	1 6 4
19 ..	0 5 6	0 1 9	0 14 8	1 0 4	1 1 6	1 2 11	1 4 1	1 6 4	1 8 1	1 9 4	1 10 4	1 11 0	1 11 7
20 ..	0 5 9	0 2 0	1 0 9	1 2 7	1 4 3	1 5 8	1 6 11	1 9 7	1 11 6	1 13 0	1 14 1	1 14 11	1 15 6
25 ..	0 7 2	0 3 5	1 12 8	1 15 9	2 2 7	2 5 0	2 7 2	2 11 8	2 14 4	3 0 2	3 1 7	3 2 7	3 3 5
30 ..	0 8 8	0 4 11	2 9 2	2 13 3	3 0 4	3 2 11	3 5 4	3 10 2	3 13 10	4 0 5	4 2 5	4 4 0	4 5 2
35 ..	0 10 1	0 6 4	3 2 11	3 7 2	3 11 0	3 14 5	4 1 6	4 7 8	4 12 5	4 15 11	5 2 5	5 4 5	5 5 11
40 ..	0 11 6	0 7 9	3 11 8	4 1 1	4 5 9	4 9 11	4 13 8	5 5 4	5 11 0	5 15 3	6 2 5	6 4 10	6 6 8
45 ..	0 13 0	0 9 3	4 5 2	4 11 6	5 1 1	5 6 1	5 10 7	6 3 8	6 10 6	6 15 7	7 3 5	7 6 2	7 8 4
50 ..	0 14 5	0 10 8	4 14 1	5 5 5	5 11 11	6 1 8	6 6 9	7 1 4	7 9 2	7 15 0	8 3 5	8 6 8	8 9 2
55 ..	0 15 10	0 12 1	5 6 11	5 15 2	6 6 7	6 13 2	7 2 11	7 14 11	8 7 9	8 14 5	9 3 5	9 7 1	9 9 11
60 ..	1 1 3	0 13 6	5 15 11	6 9 2	7 1 5	7 8 8	7 15 2	8 12 5	9 6 5	9 13 10	10 3 4	10 7 6	10 10 8
65 ..	1 2 9	0 15 0	6 9 4	7 3 7	7 12 8	8 4 10	8 12 1	9 10 10	10 5 11	10 14 2	11 4 3	11 8 11	11 12 4
70 ..	1 4 2	1 0 5	7 2 3	7 13 5	8 7 5	9 0 4	9 8 2	10 8 5	11 4 6	11 13 6	12 4 3	12 9 4	12 13 1
75 ..	1 5 7	1 1 10	7 11 2	8 7 5	9 2 2	9 11 10	10 4 5	11 5 11	12 3 2	12 13 0	13 4 3	13 9 9	13 13 10
80 ..	1 7 0	1 3 3	8 4 1	9 1 3	9 12 11	10 7 4	11 0 7	12 3 6	13 1 9	13 12 4	14 4 3	14 10 2	14 14 6
85 ..	1 8 6	1 4 9	8 13 5	9 11 8	10 8 3	11 3 6	11 13 6	13 1 11	14 1 3	14 12 8	15 5 2	15 11 7	16 0 4
90 ..	1 9 11	1 6 2	9 6 5	10 5 7	11 3 0	11 15 1	12 9 8	13 15 6	14 15 11	15 12 1	16 5 2	16 12 0	17 1 1
95 ..	1 11 4	1 7 7	9 15 3	10 15 5	11 13 9	12 10 7	13 5 10	14 13 2	15 14 6	16 11 5	17 5 2	17 12 5	18 1 10
100 ..	1 12 10	1 9 1	10 8 8	11 9 11	12 9 1	13 6 8	14 2 9	15 11 6	16 14 0	17 11 9	18 6 1	18 13 9	19 3 6

SCHEDULE IV, TABLE III.

(1.)—Showing the compensation to be awarded for Arecanut trees having an estimated future fruitful life of from 1 to 35 years and an estimated future fruit-bearing capacity of from 1 to 400 nuts per annum, the commutation price being As. 2-6 for a hundred nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing As. 2-6 and the annual cost of maintaining the tree, inclusive of assessment, pies 6.

Annual produce in nuts.	Price of nuts at As. 2-6 per 100.	Net value of the annual produce after deducting pies 6, being the cost of maintaining the tree for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.	12 years.	14 years.	16 years.	18 years.	20 years.	25 years.	30 years.	35 years.
	Rs. A. P.	Rs. A. P.																		
1 to 20	0 0 1 to 0 0 6	*Nil.*	*Explanation.*—The gross value of the annual produce of trees, which produce less than 25 nuts, is not greater than the cost of maintenance including assessment, viz., pies 6. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than 25 nuts.																	
24 ..	0 0 7	0 0 1	0 0 1	0 0 2	0 0 3	0 0 3	0 0 4	0 0 5	0 0 6	0 0 6	0 0 7	0 0 7	0 0 8	0 0 9	0 0 10	0 0 11	0 1 1	0 1 2	0 1 2	0 1 3
30 ..	0 0 9	0 0 3	0 0 3	0 0 6	0 0 8	0 0 10	0 1 1	0 1 3	0 1 5	0 1 7	0 1 8	0 1 10	0 2 1	0 2 4	0 2 6	0 2 8	0 2 9	0 3 0	0 3 2	0 3 4
40 ..	0 1 0	0 0 6	0 0 6	0 0 11	0 1 4	0 1 9	0 2 1	0 2 6	0 2 8	0 2 11	0 3 2	0 3 5	0 3 9	0 4 2	0 4 5	0 4 8	0 4 11	0 5 5	0 5 10	0 6 1
50 ..	0 1 3	0 0 9	0 0 9	0 1 5	0 2 0	0 2 7	0 3 0	0 3 5	0 3 9	0 4 2	0 4 5	0 4 9	0 5 4	0 5 11	0 6 4	0 6 8	0 7 1	0 7 10	0 8 6	0 8 9
60 ..	0 1 6	0 1 0	0 0 11	0 1 10	0 2 8	0 3 3	0 3 10	0 4 4	0 4 10	0 5 4	0 5 9	0 6 2	0 6 11	0 7 8	0 8 2	0 8 9	0 9 3	0 10 2	0 10 11	0 11 6
70 ..	0 1 9	0 1 3	0 1 2	0 2 4	0 3 2	0 3 11	0 4 8	0 5 3	0 5 11	0 6 6	0 7 0	0 7 6	0 8 6	0 9 5	0 10 1	0 10 9	0 11 5	0 12 7	0 13 6	0 14 2
80 ..	0 2 0	0 1 6	0 1 5	0 2 8	0 3 8	0 4 7	0 5 3	0 6 2	0 6 11	0 7 8	0 8 4	0 8 11	0 10 1	0 11 2	0 12 0	0 12 10	0 13 7	0 15 0	1 0 2	1 0 11
90 ..	0 2 3	0 1 9	0 1 8	0 3 1	0 4 2	0 5 2	0 6 2	0 7 2	0 7 11	0 8 10	0 9 7	0 10 3	0 11 8	0 12 11	0 13 11	0 14 10	0 15 8	1 1 5	1 2 8	1 3 8
100 ..	0 2 6	0 2 0	0 1 11	0 3 5	0 4 8	0 5 10	0 6 11	0 8 0	0 9 0	0 9 11	0 10 10	0 11 8	0 13 2	0 14 7	0 15 10	1 0 11	1 1 10	1 3 10	1 5 3	1 6 5
110 ..	0 2 9	0 2 3	0 2 2	0 3 9	0 5 2	0 6 5	0 7 9	0 8 11	0 10 1	0 11 2	0 12 1	0 13 1	0 14 9	1 0 4	1 1 8	1 2 11	1 3 11	1 6 2	1 7 10	1 9 1
120 ..	0 3 0	0 2 6	0 2 5	0 4 1	0 5 8	0 7 2	0 8 6	0 9 11	0 11 1	0 12 3	0 13 5	0 14 5	1 0 4	1 2 1	1 3 8	1 4 11	1 6 2	1 8 8	1 10 6	1 11 7
130 ..	0 3 3	0 2 9	0 2 8	0 4 5	0 6 2	0 7 9	0 9 4	0 10 10	0 12 2	0 13 5	0 14 8	0 15 10	1 1 11	1 3 10	1 5 6	1 6 11	1 8 3	1 10 0	1 11 9	1 13 0
140 ..	0 3 6	0 3 0	0 2 9	0 4 9	0 6 8	0 8 5	0 10 2	0 11 8	0 13 2	0 14 8	0 15 11	1 1 2	1 3 6	1 5 7	1 7 5	1 9 0	1 10 5	1 13 5	1 15 3	2 0 0
150 ..	0 3 9	0 3 3	0 2 11	0 5 2	0 7 2	0 9 1	0 10 11	0 12 8	0 14 3	0 15 10	1 1 2	1 2 7	1 4 11	1 6 8	1 8 4	1 10 1	1 11 9	1 14 9	2 0 0	2 2 3
160 ..	0 4 0	0 3 6	0 3 2	0 5 5	0 7 8	0 9 9	0 11 8	0 13 7	0 15 3	1 0 11	1 2 6	1 3 11	1 6 8	1 9 1	1 11 2	1 13 1	1 14 9	2 0 0	2 2 3	2 4 6
170 ..	0 4 3	0 3 9	0 3 4	0 5 10	0 8 2	0 10 5	0 12 6	0 14 6	1 0 4	1 2 2	1 3 9	1 5 4	1 8 2	1 10 10	1 13 1	1 15 1	2 0 11	2 3 2	2 5 5	2 7 9
180 ..	0 4 6	0 4 0	0 3 5	0 6 2	0 8 8	0 11 0	0 13 3	0 15 5	1 1 5	1 3 3	1 5 0	1 6 8	1 9 9	1 12 6	1 14 11	2 1 2	2 3 1	2 5 8	2 8 1	2 10 4
190 ..	0 4 9	0 4 3	0 3 8	0 6 6	0 9 2	0 11 8	0 14 1	1 0 4	1 2 5	1 4 5	1 6 3	1 8 1	1 11 4	1 14 3	2 0 10	2 3 2	2 5 2	2 8 0	2 10 9	3 1 2
200 ..	0 5 0	0 4 6	0 3 10	0 6 10	0 9 8	0 12 4	0 14 10	1 1 3	1 3 5	1 5 7	1 7 7	1 9 5	1 12 11	2 0 0	2 2 9	2 5 2	2 7 5	2 11 10	3 2 8	3 5 3
220 ..	0 5 6	0 5 0	0 4 2	0 7 6	0 10 8	0 13 8	1 0 5	1 3 1	1 5 7	1 7 11	1 10 2	1 12 3	2 0 1	2 3 6	2 6 6	2 9 3	2 11 8	3 0 7	3 4 3	3 7 0
240 ..	0 6 0	0 5 6	0 4 7	0 8 2	0 11 8	0 14 11	1 2 0	1 4 11	1 7 8	1 10 3	1 12 8	1 15 0	2 3 2	2 7 0	2 10 4	2 13 4	2 15 11	3 3 5	3 7 0	3 10 0
260 ..	0 6 6	0 6 0	0 4 10	0 8 11	0 12 8	1 0 2	1 3 7	1 6 9	1 9 9	1 12 7	1 15 3	2 1 9	2 6 5	2 10 5	2 14 2	3 1 5	3 4 3	3 10 2	3 14 7	4 1 1
280 ..	0 7 0	0 6 6	0 5 2	0 9 7	0 13 8	1 1 6	1 5 2	1 8 8	1 11 10	1 14 11	2 1 10	2 4 6	2 9 6	2 13 11	3 1 11	3 5 5	3 8 7	3 14 1	4 3 9	4 7 4
300 ..	0 7 6	0 7 0	0 5 7	0 10 3	0 14 8	1 2 10	1 6 9	1 10 5	1 13 11	2 1 3	2 4 4	2 7 8	2 12 8	3 1 5	3 5 8	3 9 6	3 12 10	4 3 9	4 8 11	4 12 9
320 ..	0 8 0	0 7 6	0 5 11	0 10 11	0 15 8	1 4 2	1 8 4	1 12 4	2 0 0	2 3 7	2 8 5	2 10 0	2 15 9	3 4 11	3 9 6	3 13 7	4 1 2	4 8 7	4 14 1	5 0 0
340 ..	0 8 6	0 8 0	0 6 4	0 11 8	1 0 8	1 5 5	1 9 11	1 14 2	2 2 2	2 8 2	2 12 0	2 15 7	3 6 1	3 11 1	4 1 1	4 5 8	4 11 9	5 2 2	5 8 5	5 13 1
360 ..	0 9 0	0 8 6	0 6 8	0 12 4	1 1 8	1 6 9	1 11 5	2 0 0	2 4 2	2 9 5	2 12 10	3 2 11	3 8 5	3 13 3	4 1 7	4 5 5	4 13 4	5 3 2	5 9 5	5 14 10
380 ..	0 9 6	0 9 0	0 7 0	0 13 0	1 2 8	1 8 0	1 13 1	2 1 10	2 5 6	2 10 7	2 14 7	3 2 4	3 9 2	3 15 5	4 4 10	4 9 8	4 14 1	5 6 11	5 15 7	6 2 6
400 ..	0 10 0	0 9 6	0 7 5	0 13 8	1 3 8	1 9 4	1 14 8	2 2 8	2 8 5	2 12 11	3 1 2	3 5 1	3 12 4	4 2 11	4 8 8	4 13 9	5 2 5	5 11 9	6 2 9	6 7 11

Schedule IV, Table III.

(2.)—Showing the Compensation to be awarded for Arecanut trees having an estimated future fruitful life of from 1 to 35 years and an estimated future fruit-bearing capacity of from 1 to 400 nuts per annum, the commutation price being As. 2 for a hundred nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing As. 2–6, and the annual cost of maintaining the tree, inclusive of assessment, pies 6.

Annual produce in nuts.	Price of nuts at As. 2 per 100.	Net value of the annual produce after deducting pies 6, being the cost of maintaining the tree for one year.	1 year.	2 years	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.	12 years.	14 years.	16 years.	18 years.	20 years.	25 years.	30 years.	35 years.
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. P. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1 to 25	0 0 24/100 to 0 0 6	*Nil.*	*Explanation.*—The gross value of the annual produce of trees, which produce less than 26 nuts, is not greater than the cost of maintenance including assessment, viz., pies 6. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than 26 nuts.																	
30 ..	0 0 7	0 0 1	0 0 1	0 0 2	0 0 3	0 0 3	0 0 4	0 0 5	0 0 6	0 0 6	0 0 7	0 0 7	0 0 8	0 0 9	0 0 10	0 0 11	0 0 11	0 1 1	0 1 2	0 1 2
40 ..	0 0 10	0 0 4	0 0 4	0 0 7	0 0 11	0 1 2	0 1 5	0 1 8	0 1 10	0 2 1	0 2 3	0 2 5	0 2 7	0 2 11	0 3 2	0 3 4	0 3 6	0 3 10	0 4 1	0 4 3
50 ..	0 1 0	0 0 6	0 0 6	0 0 11	0 1 4	0 1 9	0 2 2	0 2 8	0 2 11	0 3 2	0 3 5	0 3 8	0 4 1	0 4 4	0 4 8	0 5 1	0 5 5	0 5 10	0 6 1	0 6 1
60 ..	0 1 2	0 0 8	0 0 8	0 1 3	0 1 9	0 2 4	0 2 9	0 3 2	0 3 5	0 4 1	0 4 5	0 4 10	0 5 4	0 5 8	0 6 1	0 6 5	0 6 10	0 7 3	0 7 7	0 7 7
70 ..	0 1 5	0 0 11	0 0 11	0 1 8	0 2 2	0 2 10	0 3 5	0 4 1	0 4 8	0 5 2	0 5 8	0 6 2	0 6 7	0 7 1	0 7 8	0 8 2	0 8 8	0 9 2	0 9 11	0 10 0
80 ..	0 1 7	0 1 1	0 1 0	0 2 0	0 2 7	0 3 4	0 4 2	0 4 11	0 5 7	0 6 2	0 6 11	0 7 5	0 8 4	0 8 11	0 9 7	0 10 4	0 11 2	0 12 0	0 12 10	0 13 7
90 ..	0 1 10	0 1 4	0 1 3	0 2 5	0 3 3	0 4 1	0 5 0	0 5 11	0 6 11	0 7 8	0 8 6	0 9 2	0 9 10	0 10 7	0 11 4	0 12 2	0 13 0	0 13 10	0 14 8	0 15 5
100 ..	0 2 0	0 1 6	0 1 5	0 2 8	0 3 8	0 4 7	0 5 5	0 6 6	0 7 7	0 8 5	0 9 2	0 10 0	0 10 10	0 11 8	0 12 6	0 13 4	0 14 2	0 15 0	1 0 0	1 0 0
110 ..	0 2 2	0 1 8	0 1 7	0 2 11	0 3 11	0 5 0	0 6 0	0 7 0	0 8 0	0 8 11	0 9 8	0 10 5	0 11 3	0 12 1	0 12 11	0 13 9	0 14 7	0 15 5	1 0 3	1 0 3
120 ..	0 2 5	0 1 11	2 1 10	0 3 3	0 4 2	0 5 0	0 6 0	0 7 0	0 8 0	0 8 11	0 9 8	0 10 5	0 11 3	0 12 1	0 12 11	0 13 9	0 14 7	0 15 5	1 0 3	1 0 3
130 ..	0 2 7	0 2 1	0 2 0	0 3 6	0 4 5	0 5 4	0 6 3	0 7 3	0 8 3	0 9 2	0 10 2	0 11 1	0 12 0	0 12 10	0 13 9	0 14 8	0 15 7	1 0 6	1 1 5	1 1 5
140 ..	0 2 10	0 2 4	0 2 3	0 3 10	0 5 0	0 5 11	0 6 11	0 7 11	0 8 11	0 9 10	0 10 10	0 11 9	0 12 8	0 13 7	0 14 6	0 15 5	1 0 4	1 1 3	1 2 2	1 2 2
150 ..	0 3 0	0 2 6	0 2 5	0 4 1	0 5 8	0 6 8	0 7 7	0 8 7	0 9 6	0 10 6	0 11 5	0 12 5	0 13 4	0 14 4	0 15 3	1 0 2	1 1 2	1 2 1	1 3 0	1 3 0
160 ..	0 3 2	0 2 8	0 2 7	0 4 4	0 5 11	0 7 2	0 8 2	0 9 2	0 10 2	0 11 2	0 12 2	0 13 2	0 14 2	0 15 2	1 0 2	1 1 2	1 2 2	1 3 1	1 4 0	1 4 0
170 ..	0 3 5	0 2 11	0 2 9	0 4 8	0 6 5	0 7 10	0 8 10	0 9 10	0 10 10	0 11 10	0 12 10	0 13 10	0 14 10	0 15 10	1 0 10	1 1 10	1 2 10	1 3 10	1 4 10	1 4 10
180 ..	0 3 7	0 3 1	0 2 10	0 4 11	0 6 10	0 8 8	0 9 8	0 10 8	0 11 8	0 12 8	0 13 8	0 14 8	0 15 8	1 0 8	1 1 8	1 2 8	1 3 8	1 4 8	1 5 8	1 5 8
190 ..	0 3 10	0 3 4	0 3 3	0 5 2	0 7 4	0 9 4	0 10 6	0 11 6	0 12 6	0 13 6	0 14 6	0 15 6	1 0 6	1 1 6	1 2 6	1 3 6	1 4 6	1 5 6	1 6 6	1 6 6
200 ..	0 4 0	0 3 6	0 3 5	0 5 5	0 7 8	0 9 9	0 11 0	0 12 0	0 13 0	0 14 0	0 15 0	1 0 0	1 1 0	1 2 0	1 3 0	1 4 0	1 5 0	1 6 0	1 7 0	1 7 0
220 ..	0 4 5	0 3 11	0 3 10	0 6 0	0 8 5	0 10 0	0 11 10	0 13 0	0 14 0	0 15 0	1 0 0	1 1 0	1 2 0	1 3 0	1 4 0	1 5 0	1 6 0	1 7 0	1 8 0	1 8 0
240 ..	0 4 10	0 4 4	0 3 10	0 6 7	0 8 11	0 10 5	0 12 0	0 13 0	0 14 0	0 15 0	1 0 0	1 1 0	1 2 0	1 3 0	1 4 0	1 5 0	1 6 0	1 7 0	1 8 0	1 8 0
260 ..	0 5 2	0 4 8	0 3 11	0 7 1	0 9 2	0 10 10	0 12 10	0 14 0	0 15 0	1 0 0	1 1 0	1 2 0	1 3 0	1 4 0	1 5 0	1 6 0	1 7 0	1 8 0	1 9 0	1 9 0
280 ..	0 5 7	0 5 1	0 4 3	0 7 8	0 9 11	0 11 0	0 12 10	0 14 0	0 15 0	1 0 0	1 1 0	1 2 0	1 3 0	1 4 0	1 5 0	1 6 0	1 7 0	1 8 0	1 9 0	1 9 0
300 ..	0 6 0	0 5 6	0 4 7	0 8 2	0 11 8	0 12 5	1 0 0	1 0 0	1 0 0	1 0 0	1 0 0	1 0 0	1 0 0	1 0 0	1 0 0	1 0 0	1 0 0	1 0 0	1 0 0	1 0 0
320 ..	0 6 5	0 5 11	0 4 11	0 8 9	0 13 4	1 1 1	1 1 4	1 1 8	1 2 0	1 2 4	1 2 8	1 3 0	1 3 4	1 3 8	1 4 0	1 4 4	1 4 8	1 5 0	1 5 0	1 5 0
340 ..	0 6 10	0 6 4	0 5 1	0 9 4	0 13 11	1 1 11	1 1 11	1 2 5	1 2 11	1 3 5	1 3 11	1 4 5	1 4 11	1 5 5	1 5 11	1 6 5	1 6 11	1 7 5	1 7 11	1 7 11
360 ..	0 7 2	0 6 8	0 5 4	0 9 10	0 14 5	1 2 5	1 2 11	1 3 5	1 3 11	1 4 5	1 4 11	1 5 5	1 5 11	1 6 5	1 6 11	1 7 5	1 7 11	1 8 5	1 8 11	1 8 11
380 ..	0 7 7	0 7 1	0 5 8	0 10 5	0 14 11	1 3 4	1 3 11	1 4 5	1 4 11	1 5 5	1 5 11	1 6 5	1 6 11	1 7 5	1 7 11	1 8 5	1 8 11	1 9 5	1 9 11	1 9 11
400 ..	0 8 0	0 7 6	0 5 11	0 10 11	0 15 8	1 4 2	1 4 9	1 5 4	1 5 11	1 6 4	1 6 11	1 7 4	1 7 11	1 8 4	1 8 11	1 9 4	1 9 11	1 10 4	1 10 11	1 10 11

Schedule IV, Table III.

(3.)—Showing the Compensation to be awarded for Arecanut trees having an estimated future fruitful life of from 1 to 35 years and an estimated future fruit-bearing capacity of from 1 to 400 nuts per annum, the commutation price being As. 2–6 for a hundred nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing (with artificial irrigation) As. 12, and the annual cost of maintaining the tree, inclusive of assessment, An. 1 pies 7.

Annual produce in nuts.	Price of nuts at As. 2–6 per 100.	Net value of the annual produce after deducting An. 1 pies 7, being the cost of maintaining the tree for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.	12 years.	14 years.	16 years.	18 years	20 years.	25 years.	30 years.	35 years.
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1 to 60	0 0 3/10 to 0 1 6	*Nil.*	*Explanation.*—The gross value of the annual produce of trees, which produce less than 64 nuts, is less than the cost of maintenance including assessment, viz., An. 1 pies 7. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than 64 nuts.																	
70 ..	0 1 9	0 0 2	0 0 2	0 0 4	0 0 5	0 0 7	0 0 8	0 0 10	0 0 11	0 1 0	0 1 2	0 1 3	0 1 5	0 1 7	0 1 8	0 1 10	0 1 11	0 2 2	0 2 4	0 2 5
80 ..	0 2 0	0 0 5	0 0 5	0 0 9	0 1 1	0 1 5	0 1 8	0 2 1	0 2 4	0 2 7	0 2 10	0 3 1	0 3 6	0 3 10	0 4 3	0 4 6	0 4 9	0 5 4	0 5 9	0 6 0
90 ..	0 2 3	0 0 8	0 0 8	0 1 3	0 1 9	0 2 4	0 2 9	0 3 4	0 3 8	0 4 1	0 4 7	0 4 11	0 5 7	0 6 3	0 6 9	0 7 3	0 7 8	0 8 6	0 9 5	0 10 2
100 ..	0 2 6	0 0 11	0 0 11	0 1 8	0 2 5	0 3 2	0 3 10	0 4 7	0 5 1	0 5 8	0 6 2	0 6 9	0 7 3	0 8 0	0 8 7	0 9 4	0 9 11	0 10 8	0 11 5	0 12 2
110 ..	0 2 9	0 1 2	0 1 1	0 2 2	0 3 1	0 4 1	0 4 11	0 5 7	0 6 2	0 6 11	0 7 8	0 8 4	0 9 1	0 9 10	0 10 6	0 11 3	0 12 0	0 12 10	0 13 7	0 14 4
120 ..	0 3 0	0 1 5	0 1 4	0 2 7	0 3 3	0 4 11	0 5 7	0 6 4	0 7 0	0 7 11	0 8 8	0 9 5	0 10 2	0 10 11	0 11 9	0 12 6	0 13 3	0 14 0	0 14 10	0 15 7
130 ..	0 3 3	0 1 8	0 1 7	0 3 1	0 4 5	0 5 10	0 7 0	0 8 3	0 9 3	0 10 4	0 11 5	0 12 2	0 13 6	0 14 8	0 15 5	1 0 7	1 1 5	1 2 3	1 3 0	1 3 0
140 ..	0 3 6	0 1 11	0 1 10	0 3 6	0 5 1	0 6 8	0 8 1	0 9 6	0 10 8	0 11 11	0 12 10	0 13 7	0 15 1	1 0 5	1 1 7	1 2 7	1 3 6	1 5 5	1 6 10	1 7 10
150 ..	0 3 9	0 2 2	0 2 1	0 4 0	0 5 9	0 7 6	0 9 1	0 10 8	0 12 1	0 13 1	0 14 1	0 15 0	1 0 8	1 2 2	1 3 5	1 4 8	1 5 8	1 7 10	1 9 5	1 10 7
160 ..	0 4 0	0 2 5	0 2 4	0 4 5	0 6 5	0 8 4	0 10 2	0 11 11	0 13 2	0 14 3	0 15 4	1 0 5	1 2 2	1 3 10	1 5 5	1 6 8	1 7 9	1 10 2	1 11 11	1 13 3
170 ..	0 4 3	0 2 8	0 2 7	0 4 11	0 7 1	0 9 3	0 11 2	0 12 11	0 14 2	0 15 5	1 0 8	1 1 9	1 3 9	1 5 8	1 7 3	1 8 8	1 9 11	1 12 8	1 14 7	2 0 0
180 ..	0 4 6	0 2 11	0 2 10	0 5 4	0 7 9	0 10 1	0 12 2	0 13 10	0 15 2	1 0 7	1 1 11	1 3 2	1 5 4	1 7 4	1 9 2	1 10 8	1 12 1	1 15 0	2 1 2	2 2 8
190 ..	0 4 9	0 3 2	0 3 0	0 5 10	0 8 5	0 11 0	0 13 0	0 14 8	1 0 3	1 1 9	1 3 2	1 4 6	1 6 11	1 9 2	1 11 0	1 12 9	1 14 3	2 1 5	2 3 9	2 5 5
200 ..	0 5 0	0 3 5	0 3 3	0 6 3	0 9 1	0 11 10	0 13 10	0 15 8	1 1 10	1 2 11	1 4 5	1 5 11	1 8 6	1 10 10	1 12 11	1 14 9	2 0 5	2 3 9	2 6 4	2 8 2
220 ..	0 5 6	0 3 11	0 3 9	0 7 2	0 10 5	0 13 2	0 15 5	1 1 6	1 3 5	1 5 3	1 7 0	1 8 8	1 11 8	1 14 4	2 0 9	2 2 10	2 4 8	2 7 7	2 9 11	2 11 6
240 ..	0 6 0	0 4 5	0 4 2	0 8 1	0 11 9	0 14 5	1 0 11	1 3 4	1 5 6	1 7 7	1 9 9	1 11 5	1 14 9	2 1 9	2 4 6	2 6 11	2 9 0	2 11 6	2 13 11	3 0 8
260 ..	0 6 6	0 4 11	0 4 8	0 9 0	0 12 10	0 15 9	1 2 6	1 5 2	1 7 7	1 9 11	1 12 1	1 14 2	2 1 11	2 5 3	2 8 4	2 10 11	2 13 4	3 2 2	3 5 10	3 8 5
280 ..	0 7 0	0 5 5	0 5 2	0 9 11	0 13 10	1 1 1	1 4 2	1 7 0	1 9 8	1 12 3	1 14 8	2 0 11	2 5 1	2 8 9	2 12 1	2 15 0	3 1 7	3 6 11	3 10 11	3 13 11
300 ..	0 7 6	0 5 11	0 5 8	0 10 10	0 14 10	1 2 5	1 5 8	1 8 11	1 11 9	1 14 7	2 1 2	2 3 8	2 8 2	2 12 3	2 15 11	3 3 1	3 5 11	3 11 9	4 0 2	4 3 4
320 ..	0 8 0	0 6 5	0 6 0	0 11 9	0 15 10	1 3 8	1 7 3	1 10 9	1 13 11	2 0 11	2 3 9	2 6 5	2 11 5	2 15 8	3 3 8	3 7 2	3 10 2	4 0 6	4 5 3	4 8 9
340 ..	0 8 6	0 6 11	0 6 6	0 12 6	1 0 10	1 4 11	1 8 10	1 12 7	1 15 11	2 3 2	2 6 4	2 9 2	2 14 6	3 3 2	3 7 6	3 11 2	3 14 6	4 5 4	4 10 5	4 14 2
360 ..	0 9 0	0 7 5	0 7 0	0 13 2	1 1 11	1 6 3	1 10 5	1 14 5	2 2 1	2 5 7	2 8 10	2 11 11	3 1 8	3 6 8	3 11 9	3 15 3	4 2 9	4 10 2	4 15 7	5 3 8
380 ..	0 9 6	0 7 11	0 7 6	0 13 11	1 2 11	1 7 7	1 12 0	2 0 3	2 4 2	2 7 11	2 11 5	2 14 8	3 4 9	3 10 2	3 15 1	4 3 4	4 7 1	4 14 11	5 4 9	5 9 1
400 ..	0 10 0	0 8 5	0 8 0	0 14 7	1 3 11	1 8 11	1 13 7	2 2 1	2 6 3	2 10 2	2 13 11	3 1 6	3 7 11	3 13 8	4 2 10	4 7 4	4 11 5	5 3 8	5 9 11	5 14 6

Schedule IV, Table III.

(4.)—Showing the Compensation to be awarded for Arecanut trees having an estimated future fruitful life of from 1 to 35 years and an estimated future fruit-bearing capacity of from 1 to 400 nuts per annum, the commutation price being As. 2 for a hundred nuts, the rate of interest 6 per cent. per annum, the cost of bringing each tree into bearing (with artificial irrigation) As. 12 and the annual cost of maintaining the tree, inclusive of assessment, An. 1 pies 7.

Annual produce in nuts.	Price of nuts at As. 2 per 100.	Net value of the annual produce after deducting An. 1 pies 7, being the cost of maintaining the tree for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.	12 years.	14 years.	16 years.	18 years.	20 years.	25 years.	30 years.	35 years.
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1 to 80	0 0 $\frac{35}{100}$ to 0 1 7	*Nil.*	*Explanation.*—The gross value of the annual produce of trees, which produce less than 80 nuts, is less than the cost of maintenance including assessment, viz., An. 1 pies 7. The net value is therefore nothing, and no compensation is payable for such trees regarded merely as producers of less than 80 nuts.																	
90 ..	0 1 10	0 0 3	0 0 6	0 0 8	0 0 10	0 1 1	0 1 3	0 1 5	0 1 7	0 1 8	0 1 10	0 2 1	0 2 4	0 2 6	0 2 8	0 2 10	0 3 2	0 3 5	0 3 7	0 3 10
100 ..	0 2 0	0 0 5	0 0 9	0 1 1	0 1 5	0 1 9	0 2 1	0 2 4	0 2 7	0 2 10	0 3 1	0 3 6	0 3 10	0 4 3	0 4 6	0 4 9	0 5 4	0 5 9	0 6 0	0 6 5
110 ..	0 2 2	0 0 7	0 1 1	0 1 7	0 2 0	0 2 5	0 2 11	0 3 3	0 3 7	0 4 0	0 4 3	0 4 10	0 5 5	0 5 11	0 6 4	0 6 8	0 7 6	0 8 1	0 8 5	0 8 11
120 ..	0 2 5	0 0 10	0 1 6	0 2 3	0 2 11	0 3 6	0 4 2	0 4 7	0 5 2	0 5 8	0 6 1	0 7 0	0 7 9	0 8 5	0 9 0	0 9 7	0 10 8	0 11 6	0 12 1	0 12 9
130 ..	0 2 7	0 1 0	0 1 10	0 2 8	0 3 6	0 4 3	0 4 11	0 5 7	0 6 3	0 7 0	0 7 10	0 8 6	0 9 2	0 10 0	0 10 10	0 11 7	0 12 5	0 13 4	0 14 2	0 15 0
140 ..	0 2 10	0 1 3	0 2 4	0 3 4	0 4 4	0 5 4	0 6 2	0 7 0	0 7 11	0 8 10	0 9 8	0 10 5	0 11 11	0 12 11	0 13 9	0 14 6	0 15 2	1 0 7	1 1 8	1 2 5
150 ..	0 3 0	0 1 5	0 2 7	0 3 9	0 4 11	0 6 0	0 7 0	0 7 11	0 8 10	0 9 10	0 10 10	0 11 7	0 12 11	0 14 1	0 15 0	0 15 11	1 0 8	1 2 2	1 3 5	1 4 2
160 ..	0 3 2	0 1 7	0 2 11	0 4 3	0 5 6	0 6 8	0 7 10	0 8 10	0 9 10	0 10 10	0 11 7	0 12 11	0 14 7	0 15 10	1 0 11	1 1 11	1 2 10	1 4 7	1 5 11	1 6 11
170 ..	0 3 5	0 1 10	0 3 4	0 4 11	0 6 5	0 7 9	0 9 1	0 10 2	0 11 5	0 12 5	0 13 1	0 14 7	0 15 10	1 0 11	1 2 2	1 3 3	1 4 2	1 6 2	1 7 8	1 8 9
180 ..	0 3 7	0 2 0	0 3 8	0 5 4	0 6 11	0 8 5	0 9 10	0 11 2	0 12 4	0 13 2	0 14 1	0 15 7	1 0 11	1 2 2	1 3 3	1 4 2	1 6 2	1 7 8	1 8 9	1 9 10
190 ..	0 3 10	0 2 3	0 4 2	0 6 0	0 7 9	0 9 6	0 11 1	0 12 5	0 13 6	0 14 5	0 15 5	1 1 2	1 2 8	1 4 1	1 5 3	1 6 4	1 8 7	1 10 2	1 11 5	1 12 6
200 ..	0 4 0	0 2 5	0 4 5	0 6 5	0 8 4	0 10 2	0 11 11	0 13 2	0 14 3	0 15 4	1 0 5	1 2 2	1 3 10	1 5 5	1 6 8	1 7 9	1 10 2	1 11 11	1 13 3	1 14 4
220 ..	0 4 5	0 2 10	0 5 2	0 7 7	0 9 10	0 11 11	0 13 6	0 14 10	1 0 2	1 1 5	1 2 8	1 4 10	1 6 9	1 8 6	1 10 0	1 11 5	1 14 2	2 0 1	2 1 10	2 3 0
240 ..	0 4 10	0 3 3	0 5 11	0 7 9	0 9 8	0 11 8	0 13 6	0 15 5	1 0 3	1 1 6	1 2 9	1 4 7	1 6 4	1 8 1	1 9 11	1 11 8	1 14 5	2 0 2	2 2 11	2 5 0
260 ..	0 5 2	0 3 7	0 6 7	0 8 6	0 10 5	0 12 4	0 14 4	1 0 3	1 1 11	1 3 10	1 5 9	1 7 8	1 9 6	1 11 5	1 13 4	1 15 3	2 0 1	2 2 10	2 5 9	2 8 8
280 ..	0 5 7	0 4 0	0 6 11	0 8 10	0 10 8	0 12 8	0 14 8	1 0 7	1 2 6	1 4 5	1 6 4	1 8 3	1 10 2	1 12 1	1 14 0	1 15 11	2 1 10	2 5 5	2 8 8	2 11 11
300 ..	0 6 0	0 4 5	0 7 3	0 9 2	0 11 0	0 12 11	0 14 11	1 0 10	1 2 9	1 4 8	1 6 7	1 8 6	1 10 5	1 12 4	1 14 3	1 16 2	2 1 9	2 5 4	2 9 0	2 12 8
320 ..	0 6 5	0 4 10	0 7 8	0 9 7	0 11 6	0 13 5	0 15 5	1 1 4	1 3 3	1 5 2	1 7 1	1 9 0	1 10 11	1 12 10	1 14 9	1 16 8	2 2 6	2 6 3	2 9 11	2 13 8
340 ..	0 6 10	0 5 3	0 7 11	0 9 11	0 11 10	0 13 10	0 15 10	1 1 9	1 3 8	1 5 7	1 7 6	1 9 5	1 11 4	1 13 3	1 15 2	1 17 1	2 2 11	2 7 4	2 11 1	3 2 10
360 ..	0 7 2	0 5 8	0 8 4	0 10 3	0 12 2	0 14 2	0 16 1	1 1 11	1 3 10	1 5 9	1 7 8	1 9 7	1 11 6	1 13 5	1 15 4	1 17 3	2 3 0	2 7 11	3 0 5	3 5 4
380 ..	0 7 7	0 6 0	0 8 11	0 10 10	0 12 10	0 14 10	0 16 10	1 2 9	1 4 8	1 6 7	1 8 6	1 10 5	1 12 4	1 14 3	1 16 2	1 18 1	2 3 11	2 8 6	3 1 0	3 7 3
400 ..	0 8 0	0 6 5	0 8 9	0 11 0	0 13 0	0 15 0	0 17 0	1 2 11	1 4 10	1 6 9	1 8 8	1 10 7	1 12 6	1 14 5	1 16 4	1 18 3	2 4 1	2 8 8	3 1 2	3 7 5

Schedule IV, Table IV.

Showing the Compensation to be awarded for standards of Pepper vines having an estimated future fruitful life of from 1 to 30 years and an estimated future fruit-bearing capacity of from $\frac{1}{4}$ lb. to 12 lb. weight of dry pepper per annum, the commutation price being As. 2–3 for a lb. weight of dry pepper, the rate of interest 6 per cent. per annum, the cost of bringing each standard into bearing As. 3–6, and the annual cost of maintaining it pies 6.

Annual produce in lb.	Price of the produce at As. 2–3 per lb.	Net value of the annual produce after deducting pies 6, being the cost of maintaining the standard for one year.	1 year.	2 years.	3 years.	4 years.	5 years.	6 years.	7 years.	8 years.	9 years.	10 years.	11 years.	12 years.	13 years.	14 years.	15 years.	16 years.	17 years.	18 years.	19 years.	20 years.
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20			
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
$\frac{1}{4}$ ..	0 0 7	0 0 1	0 0 1	0 0 2	0 0 3	0 0 3	0 0 4	0 0 5	0 0 6	0 0 6	0 0 7	0 0 7	0 0 8	0 0 9	0 0 10	0 0 11	0 0 11	0 1 1	0 1 2			
$\frac{1}{2}$ ..	0 1 2	0 0 8	0 0 8	0 1 3	0 1 9	0 2 4	0 2 9	0 3 4	0 3 8	0 3 11	0 4 4	0 4 7	0 5 1	0 5 7	0 5 11	0 6 4	0 6 8	0 7 4	0 7 10			
$\frac{3}{4}$ ..	0 1 8	0 1 2	0 1 1	0 2 2	0 3 1	0 3 11	0 4 7	0 5 2	0 5 9	0 6 4	0 6 11	0 7 4	0 8 3	0 9 1	0 9 8	0 10 5	0 11 0	0 11 8	1 0 3			
1 ..	0 2 3	0 1 9	0 1 8	0 3 3	0 4 11	0 5 5	0 6 5	0 7 5	0 8 2	0 9 1	0 9 10	0 10 6	0 11 11	0 13 2	0 14 2	0 15 1	0 15 11	1 0 8	1 1 4			
$1\frac{1}{2}$ ..	0 3 5	0 2 11	0 2 10	0 4 11	0 6 8	0 8 5	0 10 1	0 11 8	0 13 1	0 14 5	0 15 9	1 1 0	1 3 2	1 5 2	1 7 1	1 8 7	1 9 11	1 11 4	1 12 11			
2 ..	0 4 6	0 3 8	0 4 10	0 6 5	0 8 11	0 11 3	0 13 6	0 15 8	1 1 8	1 3 6	1 5 3	1 7 0	1 10 0	1 12 9	1 15 2	2 1 5	2 3 4	2 7 3	2 10 2			
$2\frac{1}{2}$ ..	0 5 8	0 4 7	0 5 3	0 7 2	0 9 10	0 13 5	0 16 1	1 1 8	1 4 0	1 6 6	1 8 11	1 11 3	1 13 5	1 16 0	1 18 3	2 0 6	2 3 5	2 8 2	2 12 10			
3 ..	0 6 9	0 5 2	0 6 0	0 8 0	0 11 2	1 1 1	1 4 8	1 7 11	1 11 1	1 14 0	2 0 9	2 3 5	2 6 2	2 9 0	2 11 9	2 14 7	2 17 6	3 0 3	3 3 8			
$3\frac{1}{2}$ ..	0 7 11	0 6 0	0 7 0	0 9 6	0 13 5	1 1 1	1 5 8	1 9 6	1 13 3	1 17 0	2 0 10	2 4 7	2 8 4	2 12 1	2 15 10	2 19 7	3 3 4	3 7 1	3 10 10			
4 ..	0 9 0	0 6 11	0 7 11	0 10 5	0 15 9	1 1 2	1 6 10	1 12 3	1 17 8	2 2 1	2 6 6	2 10 11	2 15 4	2 19 9	3 4 2	3 8 7	3 12 11	3 17 4	4 1 9			
5 ..	0 11 3	0 7 8	0 9 4	0 12 7	1 1 11	1 7 0	1 12 5	1 18 1	2 3 8	2 9 4	2 14 11	2 20 6	3 6 2	3 11 9	4 1 5	4 7 2	4 12 10	4 18 7	5 4 4			
6 ..	0 13 6	0 8 6	0 10 9	0 13 0	1 2 9	1 8 6	1 14 2	1 19 11	2 5 8	2 11 5	2 17 2	3 2 11	3 8 8	3 14 5	4 0 2	4 6 0	4 11 9	4 17 6	5 3 3			
7 ..	0 15 9	0 9 3	0 11 8	0 13 11	1 3 7	1 9 5	1 15 3	2 1 0	2 6 10	2 12 8	2 18 5	3 4 3	3 10 0	3 15 10	4 1 8	4 7 6	4 13 4	4 19 2	5 5 0			
8 ..	1 2 0	0 9 10	0 12 6	0 15 1	1 4 5	1 10 3	1 16 1	2 1 11	2 7 8	2 13 6	2 19 3	3 5 1	3 10 10	4 0 7	4 6 5	4 12 3	4 18 0	5 3 10	5 9 7			
9 ..	1 4 3	0 10 11	0 13 9	0 16 3	1 5 4	1 11 2	1 17 0	2 2 9	2 8 7	2 14 5	3 0 2	3 6 0	3 11 9	4 1 6	4 7 4	4 13 2	4 19 1	5 4 11	5 10 8			
10 ..	1 6 6	0 12 0	0 14 8	0 17 4	1 6 3	1 12 1	1 17 11	2 3 8	2 9 6	2 15 4	3 1 1	3 6 11	3 12 8	4 2 5	4 8 3	4 14 1	4 19 11	5 5 9	5 11 7			
11 ..	1 8 9	0 13 1	0 15 7	0 18 2	1 7 1	1 12 11	1 18 9	2 4 7	2 10 5	2 16 3	3 2 0	3 7 10	3 13 7	4 3 4	4 9 2	4 15 0	5 0 10	5 6 8	6 0 5			
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STATEMENT OF OBJECTS AND REASONS.

Madras Act I of 1887 which was intended to secure to tenants in the Malabar district, who have been ejected from their holdings, the market value of their improvements, has failed to secure its purpose fully. This result is due mainly to the want of precision in the language of the Act, especially in the use and application of the term "improvement" and to the indefiniteness of the rules laid down in section 6 for the guidance of the courts in determining the compensation payable. In consequence, the Act has been the subject of numerous conflicting decisions of the courts. The Madras High Court held, in supersession of a previous ruling of 1888, that there was "no provision in the Act for capitalizing either the annual rent or the annual increment due to the improvement," and determined the compensation on the basis solely of the capital and labour actually expended in effecting the improvement. In another case decided in 1894 in which the holding had been improved by the planting of trees, the High Court decided that the compensation payable was not the market value of the trees, and that the improvement to be paid for was the 'work' of planting, protecting and maintaining the tree and not the tree itself which was the result of that 'work' nor its future produce. These decisions in effect deprive the tenant of the full market value of his improvements, that is to say, of the measure of compensation which it was the object of the Act of 1887 to secure to him. It has also been found that the provisions of the Act leave too much to the discretion of the courts and the assessors appointed under the Act, while the absence of clear, uniform and definite principles to guide them in awarding compensation is a serious defect.

2. It is accordingly proposed to repeal the Act and to re-enact its provisions with such additions and modifications as the experience of its working during the past ten years and the further attention which the subject has received have shown to be desirable and practicable. The principal changes which the Bill embodies are the following:—

(*a*) Provisions (clauses 8, 9 and 10 of the Bill) have been introduced classifying improvements into three distinct classes with a separate standard of compensation for each.

(*b*) The rate of interest to be adopted for capitalizing the value of improvements has been fixed at 6 per cent. (clause 11).

(*c*) Tables have been carefully prepared, based on the average price of fruit and produce, and the average cost of cultivating, planting and rearing. The data are embodied in schedules II, III and IV appended to the Bill. These tables the courts are to use as presumptively correct in calculating compensation. Power is reserved by clause 14 (1) to the Governor in Council to modify the schedules from time to time.

(*d*) By clause 6 (5) a tenant is enabled to remove from the holding from which he is ejected buildings, works and trees that are not "improvements" for which compensation can be claimed provided they can be removed without substantial injury to the property; while by clause 15 and the proviso to clause 10, protection is afforded to landlords against overplanting and wasteful expenditure in carrying out certain kinds of improvements.

(Signed) H. M. WINTERBOTHAM.

Wh D/1 1,000—7-9-98.

REVENUE DEPARTMENT.

C No. 5-6,

From the Legislative Department—

No. 80 Dated 10. 12. 1898.

Rec'd 4. 1. 99.

FOR ORDERS.

To the Under Secretary.

In the above Order, the Legislative Dept approves of certain alterations proposed by the Govt of India and the Hon'ble Advocate-General on the Malabar Compensation for Tenants Improvements Bill, and orders the publication of the said Bill.

2. The addition of the words "in the tenant's holding" at the end of the Explanation to clause 4 of the Bill appears, however, incorrect, as it is not intended to restrict the term in this manner—vide notes on page flagged E in G. Order No. 4766 Rev. 5-12-98

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