CHAPTER 4

Changing Relations: A Study of Coercive Policies

This chapter focuses on the various coercive measures adopted by the Company in the second half of the eighteenth century, after its acquisition of political power. For this, a detailed study of regulations is undertaken, along with the frequency with which the Company enforced such measures and most importantly the nature and motive behind these measures. Study of regulations will also involve an analysis of the complaints made by the weavers to understand the consequences of these Regulations in their lives.

Before the analysis of these regulations, it would be imperative to look at the larger developments that were taking place in Bengal for a better understanding of the objective with which certain policies were adopted during the period under study. Late eighteenth, nineteenth and twentieth centuries were periods that were marked by the emergence of several modern regimes across the globe. Late eighteenth century Bengal was a place where several characteristics of modern (colonial) form of governance were formulated. The aspect that marked the early colonial form of governance was its departure from the earlier forms of rule which were based on familiar relations between the ruler and the ruled and maintenance of affection and awe of the population through skilful balance between persuasion and chastisement, and thus an intimate relation between the state and the people. Valuable studies have provided an understanding of the culture of politics that emerged in Bengal from the
mid-1780’s onwards.\(^1\) The new regime acted as a ‘stranger’ and treated its subjects as ‘strangers of a particular type’ and thus governed them with general abstract rules. The style of administration was unique as it differed from that prevalent in Britain, and was variously referred to as ‘colonial legal positivism’ and ‘government house utilitarianism’, a phrase for practical political philosophy of an elite with an abstract idealized definition of public welfare not shared by the population at large.\(^2\) This attitude was attributed to the largely detached nature of the officials with the environment and the people around them.

Prior to 1773, the Company was not known to have passed any regulation (commercial). It is only from the said year that the Company began to pass resolutions and regulations at intervals, each with different objective than the previous or modifications that would strengthen the previous. The special feature of these regulations was that these were legal in nature and therefore legally binding on those concerned. Thus, it can be safely assumed that these regulations began to appear only after the Company acquired the *diwani* rights in 1765, which confirmed its political standing in Bengal. The regulations referred to here specifically dealt with the weavers. The passing of the regulations however began on a positive note.

Warren Hastings was instrumental in the resolution of the Board of Trade to give complete liberty to the weavers and manufacturers in 1773.\(^3\) Hastings had realized the disadvantage faced by the manufacturers, especially those caused by the atrocities of the gomastahs. Presence of large number of buyers and their influence upon the weavers had led

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\(^2\) Ibid.

the gomastahs or the Company's agents to impose restrictive powers upon the manufacturers.

Thus the Resolution passed in the Council, on the 12th April 1773 stated:

That all weavers and manufacturers shall in future, have full liberty to work for whom they please and shall, on no pretence whatever, be obliged to receive advances against their inclination, either from the Company, or from private merchants. It is intended, however, that they shall complete any engagements which they may have already made for this year. ⁴

The objective of the Company was made apparent by the Article four of the same Resolution, which was as follows:

As our honourable Masters, with a view to freedom of trade, and the welfare of the country, have thought proper to relinquish the influence of their authority in the provision of their investment, they expect an equal attention from their servants. Whoever, therefore, shall attempt, directly or indirectly, to force advances upon the weavers, or make them enter into engagements against their will, or anyway exercise an undue influence on them, shall be immediately suspended from the Company's service; if any collector shall upon their complaining to him, neglect to give them proper redress, he shall be removed from the station.... ⁵

Copies of the resolution were to be forwarded to all the subordinate factories and Collectors with orders that they were to be adhered to strictly and published throughout the districts. The copies of the resolution were also to be sent to the Company's servants for their information. Thus the intention of the Company was to be known by all and acted accordingly.

⁴ J. E. Colebrooke, A Digest of the Regulations and Laws Enacted by the Governor-General in Council for the Civil Government of the Territories under the Presidency of Bengal, vol. I, Calcutta, 1807, pp. 453-4; see Appendix 1.
⁵ Ibid.
Hastings was probably of the opinion that if the manufacturers were given the freedom to contract they would engage with the Company in the absence of any force and also would recognize the Company’s benevolent nature.

However, the above mentioned determination of the Company cannot be seen as a genuine act of benevolence and should be seen in a larger context of the changes and transformations effected by the Company during the second half of the eighteenth century.

The immediate background for this resolution can be seen in the developments that had taken place since the 1750’s. The underlying objective of the Company was to procure quality goods at a low price, thereby profiting from the cloth trade. In 1753, the Company gave up the Contract system through the dadni merchants and adopted the Agency system. Thus, its objective was to be achieved through the agents such as gomastahs, dalals and peons. These agents were however, considerably empowered from 1765 onwards with the transfer of diwani rights to the Company, thereby weakening the political rule. 6

However, the Company had not bargained for a situation where its own servants would take advantage of the liberty granted to the manufacturers. But, this was not viewed as one where the purchasers were taking advantage of the situation but one that had produced contrary results and probably granted excess liberty to the manufacturers so much so that they showed preference for other buyers over the Company. Another recent development was that in 1768, privileged inland trade in articles such as salt, tobacco and betelnut came to an end, which caused the Company’s servants to turn their attention to cotton piece goods and raw silk, thereby flooding the market with purchasers. Therefore, a series of Regulations were

passed from 1775 onwards, which aimed at defining the exact position of the weavers.\(^7\) These Regulations asserted that the Company’s weavers or more specifically those that had received the Company’s advances were not to engage with others. For the first time placing of peons over the weavers was legalized. While this practice was in vogue for a long time, it received legal backing for the first time. Thus, earlier the Residents feigned ignorance or were indeed unaware of the highhandedness of the gomastahs, but from 1775 onwards very few claimed to be unaware of the practice.

**Changing Role of the Weavers: From Free Artisans to Employees**

Thus in 1775 a letter from the Governor-General and Council to William Aldersay, President of Board of Trade\(^8\) enclosed a complete set of Regulation formed agreeable to President’s proposals and with the formers amendment of them. Copies of these were circulated to the different Provincial Councils with orders to carry them immediately into execution.

The regulation focused on the weavers completely and for the first time the Company spelt out the main principles of the contract. As the resolution of 1773 showed the Company was facing a serious problem of mounting balances and was thus determined to deal with it. Thus the resolution made it mandatory for the weavers’ to clear their balances by engaging them in the manufacture of the remaining cloths, in case they did not intend to enter into a

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\(^8\) WBSC, BTC, vol. 4, 4\(^{th}\) July – 29\(^{th}\) September, 1775. Letter from Governor-General in Council to William Aldersey dated, 31\(^{st}\) August, 1775. Fort William, 5\(^{th}\) September, 1775.
fresh engagement. Those that entered into a new engagement and received advances from the Company were bound by time when they had to deliver their goods according to the agreement. The Company also reserved the right to set peons on those that failed to deliver cloths according to the stated period and thereby not fulfilling their agreement. The fact that such a contract was legally binding becomes apparent by the fourth article of the regulation which stated that, 'if any weaver, in the Company’s service, shall be convicted of selling cloths to private merchants, whilst he is deficient in his deliveries, according to the stated periods of his agreement with the Company, such offender shall be punished, on a regular process, and conviction in the Judicial Court, before the officers appointed to persecute such enquiries by the Regulation established in the orders of the Board of the 14th March.'

Thus with this regulation, the Company intended to turn the constraint it faced into an advantage. Balance or debt recovery became an important instrument to ensure a successful procurement of its investment. Balance was created when a weaver was unable to provide the number of pieces that he had agreed to at the time of receiving advances. The more general practice to pay the balance was to enter into fresh engagement in the following season in which the balance was incorporated as indicated by the first article of the regulation. The Company’s attempt at recovering these debt and balance in turn gave rise to an interesting development in which the Company servants were themselves engaged in the creation of balance. This was done through various means one of which was through the prizing process.

The resolution as well as the regulation of 1775 created a debt recovery system and also compelled the weavers to respect their debt obligations. While debt recovery system was

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9 Appendix 1.
10 Parthasarthi, *Transition to a Colonial Economy*, p. 84.
created to prevent weavers from running off with advances.\textsuperscript{11} This system was also put in place with another more important objective: debt in the form of balance of investment was used as a powerful instrument in favour of the Company to create for itself a body of permanent employees (there was now a provision for inducting even the family members in the service of the Company thereby ensuring the permanent attachment of families to the service of the Company that will be discussed later). Balances, as the official records inform, were used to tie the weavers to the Company and is revealed by Warren Hasting’s letter to William Aldersay, ‘as we have reasons to believe that the balances outstanding against the weavers employed in the provision of the Company’s investment have been made use of as the means of perpetuating their servitude, being for the most part irrecoverable or desperate….\textsuperscript{12}’ In Lakhipur, the resident always maintained a balance of one piece and thus kept the weavers constantly employed.\textsuperscript{13}

One of the ways in which balance was created was through very strict\textsuperscript{14} or faulty prizing which was difficult for the weaver to pay back and he was compelled to receive advances from the Company for a new year (or season) in order to pay back the previous years balance. Thus the weaver was unable to get out of the vicious cycle of balances. A change in the prizing system was noticed in early 1770’s.\textsuperscript{15} The old system that was in use was one in which the cloth was prized from the highest to the lowest and into four categories namely A, B, C and D. Generally there was only one muster (that of A) and according to that

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\textsuperscript{11} Ibid., p. 93.
\textsuperscript{12} WBSA, BTC, vol. 8, 2\textsuperscript{nd} July—28\textsuperscript{th} September, 1776. Warren Hasting’s letter to William Aldersey dated 19\textsuperscript{th} July, 1776. Fort William, 26\textsuperscript{th} July, 1776.
\textsuperscript{13} Ibid., vol. 87, 2\textsuperscript{nd} July—31\textsuperscript{st} August, 1790. Letter from Henry Scott dated 14\textsuperscript{th} July, 1790. Fort William, 31\textsuperscript{st} August, 1790.
\textsuperscript{14} Ibid., vol. 4, 4\textsuperscript{th} July—29\textsuperscript{th} September, 1775. Petition from the Tantees of Dacca dated 26\textsuperscript{th} August, 1775. Fort William, 1\textsuperscript{st} September, 1775.
\textsuperscript{15} Ibid. Letter from Henry Guinand to Samuel Middleton, dated 26\textsuperscript{th} June, 1775. Fort William, 5\textsuperscript{th} July, 1775.
the cloths were compared and prized. However, 1774-5 saw the introduction of a modification by Barwell, where the prizing order was inverted, so that the lowest order, D became the standard. Cloths were then to be prized upward in comparison to the letter D, thus from the lowest to the highest. These two different muster's came to be known after those who endorsed, namely, Cartier and Barwell. The problem arose when Barwell decided to place the standard on a larger scale. Thus the lowest letter went as low as F, and all goods superior to F was made E and so on. Thus the assortments were now divided into six letter instead of four, and therefore very few pieces of cloth reached the two first letters (namely B and A). Henry Guinand (an examiner into state of affairs of Dhaka), rightly pointed out that Barwell's muster though beneficial to the Company was injurious to the weavers. The Company now received a piece little inferior to A as C and paid for it accordingly and by all comparison the letter F or E was equal to the former letter D. Guinand informs that from the time Barwell's muster was implemented, the complaints of the weavers had only increased and had not stopped filtering in. So averse were the weavers to it, that Guinand implored the Board that it was impossible to carry on with the Barwell mode. Large balances began to be accumulated. Nicholas Grueber, the Dhaka Resident informed, that out of 2300 pieces examined, only about 900 were received, and the remainder 1400 were greatly inferior to letter D and hence ferretted as unfit for the Company. Changes in the method of providing the investment was introduced by the Governor-General in Council based on the complaints of the Court of Director that the sale of Dhaka cloth had greatly diminished due to their debased nature. Hurst was of the opinion that the balance arose due to Cartier's muster, as the weavers were earlier used to the

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16 Ibid.
17 Ibid., vol. 4, 4th July-29th September, 1775. Nicholas Grueber's letter to Samuel Middleton, President of Board of Trade, dated 11th July, 1775.

Fort William, 16th August, 1776.

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base muster provided by the dalals. On the other hand, Guinand proposed that since there was one full letter’s variation between the two methods, the weavers should be paid the price of one letter higher.\textsuperscript{19} However there were not many takers for Guinand’s suggestion as is evident from a letter by Thomas Lane to the Dhaka resident:

\begin{quote}
[T]hat by such a mode the weavers are rather favored than oppressed and consequently if as Mr. Guinand calculates that this mode was one full letter, less favourable to the weavers than the method which was before practiced, the former method must have been unreasonably indulgent to the weavers and very injurious to the Company. We therefore direct Mr. Barwell’s mode to be continued and of course cannot approve of any consideration being made to the weavers on the plea of their having suffered a hardship by this measure.\textsuperscript{20}
\end{quote}

Such moves on the part of the Company officials ensured continuous petitioning by the weavers of Dhaka and surrounding region.

Balances or debt problems that the Company officials complained of were not necessarily created by the external agencies or for that matter purposely by the weavers under normal circumstances.\textsuperscript{21} There were inherent flaws in the modes adopted by the Company for successful procurement of its investment during the period of study. For instance the mode of monthly payment of advances and later quarterly payment, adopted specifically for dealing with the problem of balances (and also to keep a greater control over the expenditure of the weavers so that the Company’s advances would not be used to cater to the rivals) created

\textsuperscript{19} Ibid., vol. 4, 4\textsuperscript{th} July- 29\textsuperscript{th} September, 1775. Henry Guinand’s letter to Samuel Middleton, dated 26\textsuperscript{th} June, 1775. Fort William, 5\textsuperscript{th} July, 1775.

\textsuperscript{20} Ibid. Thomas Lane’s letter to Nicholas Grueber dated Fort William, 5\textsuperscript{th} July, 1775.

\textsuperscript{21} Deliberate creation of balances by the weavers was not altogether unheard of, as will be discussed in the next chapter, that there was a motive behind doing so.
great difficulties for the weavers and contributed towards accumulation of greater debts. In fact for some officials balance created by the monthly installment system was also a mode to retain the weavers' to the Company's employment.

The servants of the Company did not lessen its burden either. Balances were inevitably created by their activities. Deception and persuasion was one of the measures adopted by the agents. Balance accounts were prepared by the gomastahs and weavers' signatures were at times acquired on it with the promise that they would not be called to pay them. The weavers on a constant look out to get rid of their balances, would readily affix their signatures to such lists. Balances were also deliberately created by the Company servants called jassandars in the hope of getting bribes from the weavers who wanted to get rid of their debt. Forcibly advancing to those weavers who had never worked for the Company was another factor which created balances. Such practices were known to the Company officials. In fact some even endorsed forcible advancing as is revealed in J. L. Atkinson's letter which stated:

[F]rom the tenor of your letter I find you apprehend that the advances cannot be forced on weavers and you wish to be informed on that subject which I beg leave to acquaint you that I cannot with any propriety see the reason why they should not when....the gentlemen in the commercial line are invested with the immunity in their behalf as it comes in the cognizance of that department supposing an advance is to be made and the weaver do not wish to receive it in such case I would be glad to know if

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the Company should abandon their trade and wait till the pleasure of the weavers are known.  

Weavers complained of great hardships, suffered in their attempt to make good the forced advances, especially in the case of those who had never woven the Company assortments, and had to make considerable expenditure in purchasing cloths for the Company. Advances were also always forced upon the poor peasant-weavers. This practice was in sharp contrast to the assurance given by the Company through the resolution of 12th April, 1773 that ‘all weavers and manufacturers shall in future, have full liberty to work for whom they please and shall, on no pretence whatever, be obliged to receive advances against their inclination, either from the Company, or from private merchants.’

Weavers who were very poor and especially those who wove stuff that failed to be popular with private traders were the targets of the Company officials for forced advancing. There is no evidence of rich weavers being subjected to this treatment. The higher authorities of the Company were aware of this practice being prevalent among the pykars and the dalals, of advancing to those who were not willing to receive the Company’s advance and although such practices had official approval, it (attitude of its servants) was not always viewed in a positive light. According to some of them such approach of the servants was having an

29 Appendix 1.
30 WBSA, BTC, vol. 77, 6th – 31st March, 1789. Letter from Henry Scott dated 20th February, 1789. Fort William, 31st March, 1789. The Luckipore Chief had advanced to 2-300 weavers of fine cloth and stated that they ‘must finally accept of the Company’s employ or quit their business’ because such cloths were not in great demand for private trade.
adverse effect on the Company as it prevented the weavers from taking advances from the Company.\textsuperscript{31} However it can be safely assumed that such ‘concerned’ views came from insignificant quarters. In truth forced contract or advancing was also used by majority of the officials and their indigenous servants as a very powerful weapon to completely ruin the Company’s competitors by completely alienating them from the producers (discussed later in the chapter). Such high handedness of the English officials and their servants caused the weavers to complain of the violation of the ‘voluntary’ clause of the regulations and their ‘labouring under this injustice’ as they were beaten and forced to take advances and those that did not want to continue with the Company’s services were deliberately advanced more than they could manufacture.\textsuperscript{32}

Besides binding the weaver to the Company several changes were brought into the Company-weavers relation through the regulations passed in the 1780’s which brought the weavers under greater control of the Company. Articles 8, 9, 10, 11, 12, 14 and 16 of the regulation of 1786, bound the weavers into an obligatory relationship\textsuperscript{33} with the Company. The manufacturer’s freedom to enter into an agreement with whom they desired was restricted and he was prohibited from taking advances from other people until he had finished the cloths previously contracted and more importantly was refused advance by the Company’s agent. Prior to passing of these decrees it was common for the weavers to enter into agreement with several purchasers at the same time. However such traditional practices were altered to make

\textsuperscript{31} Ibid., vol. 77, 6\textsuperscript{th} – 31\textsuperscript{st} March, 1789. Board’s reply to Luckipore Chief, Henry Scott’s letter dated Fort William, 31\textsuperscript{st} March, 1789.

\textsuperscript{32} Ibid., vol. 93, 5\textsuperscript{th} July – 30\textsuperscript{th} August, 1791. Petition from Soonamooky weavers dated Fort William, 8\textsuperscript{th} July, 1791.

\textsuperscript{33} Mitra, \textit{Cotton Weavers}, pp. 91-2. Obligation to give goods to the value of the sum advanced and to supply within the stipulated time which ruined the manufacturers’ chances to enter into more favourable engagement with other.
way for the Company to assume the position of first among the purchaser, thereby reserving for itself the exclusivity of weavers labour under the ‘priority of engagement’.34

Provisions were also made for ‘numbering’ the weavers by issuing tickets (specifying the name, place of abode, and kothi under which he worked). It contained an account of the dates and periods of advances made and the value of the cloths or goods he delivered. The registration was done on the pretext of distinguishing them from the others.35 However this was only a tactic to place the manufacturers completely under the Company’s employment so that they could not be engaged by other purchasers on the grounds that they had now become the ‘Company weavers’. Such weavers’ famously came to be known as the ‘numbered’ or ‘registered’ weavers.

Although the regulation for registering the weavers was passed only in 1786, it was being conceptualized for several years. Suggestions were made by the officials from time to time, regarding the various modes to improve the provision of cloth investment. Outstanding balances was an enduring problem for the Company and several modes and plans were experimented with to deal with this problem as is revealed by Patna Chief’s letter which stated ‘[on] account of the outstanding balances of this factory for the last seven years...The inconveniences and obstacles which daily occur in the provision of [the] cloth investment proceed entirely from a want of some fixt [sic: fixed] plan for procuring it from the manufacturer.’36 The oscillation between Contract to Agency system of procurement showed the failure of the Company to arrive at any successful method and therefore a constant dilemma. Thus in the absence of any ‘fixed’ plan and the not so successful mode (provision

34 Article 16, Regulation of 1786, passed on 19th July. Appendix 1.
35 Article 9 and 14 respectively of the Regulation of 19th July 1786. Appendix 1.
by contract) which was followed for the past five years despite it being an ‘eligible one’, the Patna Chief suggested a new mode. The objective of the new plan was to ‘bring about the three grand and much wished for points (namely) the case of the manufacturer, the prevention of heavy balances and a security against deficiencies in the annual provision of investment.’

The first step in Dacres’ grand plan was to ascertain the number of weavers which would be requisite to fabricate a certain quantity of piece goods which the Company annually directed to be provided which ‘effected a regular register to be taken of their names, and the assortments of cloths each person fabricates to be specified.’ It is not known whether Dacres’ plan was seriously pondered over or considered because there was no further information (of its approval) to that effect. Also it can never be concluded with certainty that it was the Patna Chief’s suggestion that influenced the article on ‘registration’ in the regulation of 1786 although there is no evidence (or report) of other officials suggesting registration of the weavers. However it can be assumed that many such similar suggestions, ideas and reports from several quarters based on years of observation were probably instrumental in including the article fourteen of the mentioned regulation. Numbering and registration of the manufacturers were relative programs and had similar objective of alienating the weavers from others of their community and more specifically from the reach of the Company’s rivals. Numbering of weavers was immediately implemented and it is hard to miss the excitement of Chittagong and Lakhipur residents at the anticipation of increase in the ‘number’ of weavers in their respective factories. Besides snatching away the manufacturer’s right/ freedom to enter into engagement with whomsoever they desired, by ‘numbering’ and ‘registering’ them; they were also introduced to further difficulties as the

37 Ibid.
38 Ibid.
39 P. M. Dacres had made this suggestion after two years of observation.
numbers were not distributed free of cost and possibly had to be purchased which is evident from reference to 'number kinna' (i.e. purchase of a number)\(^{40}\) a fee paid by the weavers. The system of numbering adopted by the Company led to its imitation by its rivals who concomitantly also issued 'numbers' to the weavers employed by them\(^{41}\), much to the alarm of the Company officials and also thereby introduced a new trend in the traditional system of engagement between the purchaser and the producer which did more harm than good to the manufacturers in general. The registered weavers list was also to be displayed outside the cutcherry of each pergunnah\(^{42}\) and corrections made (according to the alterations) from time to time to dissuade the rivals from engaging those weavers. These lists were also to be translated into local languages every three month for better effect. Over a passage of time the Company servants also began to take undue advantage of this system and began to exploit the Company’s rivals by declaring the weavers engaged by them as the ‘Company’s weavers’ without any proof of their being registered. Instances were not rare where rivals tendered written apologies expressing their ignorance about the weaver’s status or identity. Also having their names registered was probably not an option available to weavers and was probably not a ‘voluntary’ act on the part of many. Many weavers who were in the employment of private traders had their names forcibly inserted in the Company’s register, against their consent. The

\(^{40}\) WBSA, BTC, vol. 148, Part-I, 1\(^{st}\) July- 5\(^{th}\) August, 1800. Petition from a Bagadanga weaver, received on 15\(^{th}\) July, 1800. Fort William, 29\(^{th}\) July, 1800. The fee paid by the weavers for registering their numbers may not have been uniform. In this case a weaver (Nunderam Doss) from Bagadanga in Nuldee pergunnah claimed to have paid an annual amount of 26 rupees. Whereas in another instance a weaver Nundram Taunty (probably same person as the above) at Munohurungunge factory under Sonabarya in the Nuldee pergunnah claimed to have paid an annual sum of 20 rupees; WBSA, BTC, vol. 3\(^{rd}\) – 27\(^{th}\) June, 1800. Petition from Nundram Taunty received on 9\(^{th}\) June, 1800. Fort William, 17\(^{th}\) June, 1800. The complaint in both the petitions was that despite the payment of the fee, the weaver’s name had been struck of the register and he did not receive advance.

\(^{41}\) Ibid., vol. 153, 5\(^{th}\) May – 30\(^{th}\) June, 1801. Letter from Thomas Abraham dated 18\(^{th}\) May, 1801. Fort William, 21\(^{st}\) August, 1801.

\(^{42}\) Article 6, Regulation of 23\(^{rd}\) July, 1787. Appendix 1.
system of registering also gave scope to the Company officials to assume right to the labour of those associated with the weaver.\textsuperscript{43} Evidence of 'maliciously entering...names into the...Company's papers' are also available from Khursay and Persaudpur aurungs under Cutoffrah (Haripal).\textsuperscript{44}

Besides the suggestion of 'registration' of weavers and getting them to settle within the factory premises, P M Dacres, the Patna Chief, made another valuable suggestion\textsuperscript{45} to deal with the recurring problem of balances and hindrances to procurement of investment: through the creation of a permanent body of manufacturers exclusively for the Company. Permanent membership to the Company service was to be bestowed upon the manufacturers in the following manner:

The portions of land\textsuperscript{46} should be secured as an inheritance under particular stipulations. First the son to follow the occupation of his father so that death may not occasion any diminution in the quantity of the cloths annually to be provided for the Company, should the father die whilst the son is not of an age to work, he will bind himself to learn his father's profession as an indulgence for so doing and as a general encouragement to induce a son to pursue his father's trade, he shall be allowed to employ a man to work for him, until he himself is capable of it. In case any of them who are married should die without issue and leave behind him a wife upon marrying another husband who will do the same kind of work as the former, he shall have his

\textsuperscript{43} WBSA, BTC, vol. 72, 3rd - 30th October, 1788. Mathew Louis' letter to Shearman Bird dated 27th September, 1788. Fort William, 14th October, 1788.

\textsuperscript{44} Ibid., vol. 110, 5th May - 27th June, 1794. Petitions from the weavers of Khursay and Persaudpore under Cutoffrah dated Fort William, 28th May, 1794.

\textsuperscript{45} Ibid., vol. 11, Part- I, 1st April - 6th May, 1777. P. M. Dacres' letter to William Aldersey dated 5th April, 1777. Fort William, 18th April, 1777.

\textsuperscript{46} To lure the weavers to live inside the factory premises, suggestions were made for giving each weaver a small portion of land from the circumjacent ground, given that the weavers were also riots. This land was to be about two beghas, in which they would cultivate the vegetable that they commonly used in their food. Also very small rent was to be charged on these lands (if it was not completely rent free or struck entirely from the Hustabood or juma or rent roll) for which the Company's commercial servants would be answerable.
name enrolled in the general register and also be put in possession of the portion of land held by his predecessor. In like manner should the issue prove all to be females upon any of them after the demise of the father, marrying a man who should do his duty he should be enrolled as above in short the descendant of the family should always have a preference in filling up vacancies.....

Few inferences can be made from the above mentioned ‘plan’. Firstly it was highly idealized and did not take into account real circumstances and conditions. For instance it was presumed that the widow would remarry and that too someone who was a weaver by profession. The widow’s age was not taken into account also it is not known whether remarrying was in practice during this period. Similarly it was also presumed that in the absence of a son (if there was one, his unnatural death could also be a possibility, was also not taken into account) the daughters would marry men who would be weavers and could then be introduced into the Company’s fold. However it can be concluded that this plan was foolproof in the sense that those who once took such a membership could not get out of it easily and although not mentioned in the regulation (that of making it mandatory for weavers family members also to be engaged in the Company services), the Company employment in late eighteenth century became a sinking sand where those associated with the weavers were easily dragged into its insatiable fold. While this suggestion never found a place in the body of decrees passed in the late eighteenth century, it was however an established reality. There are references to weavers having worked for the Company for several generations. Haripal weavers’ deposition (discussed in the following chapter) also revealed this truth. Lakhipur resident also unintentionally vouched for this truth while ascertaining reasons for dwindling number of registered weaver towards the end of the century and blamed death to be one of the

reasons albeit a minor one.\textsuperscript{49} However the explanation of the resident reveals why death should be considered a ‘minor’ although not an insignificant factor. According to the resident it was very difficult to determine the number of deaths in a year because it was not recorded, instead the ‘number’ of the deceased was transferred to his replacement (possibly a son or a male relative in the absence of one) and therefore those numbers (of the deceased) were never deleted or removed from the Company rolls.\textsuperscript{50} Probably deaths were never as seriously recorded as the desertions for the simple reason that there would be replacements for such vacancies, whereas the latter was an act of defiance which were undertaken by individuals as well as by the whole family and thus it was hard to find replacements for such positions. It was predicament like that of Lakhipur resident’s regarding death records and therefore loopholes caused by the slackness of the Company officials, that the weavers would take advantage of in their defiance to the Company policies which will be discussed in the following chapter. The above suggestion of Dacres (being a reality) also gives a glimpse of the life within the control of the Company. The regulations gave a sense of modification only of the work conditions of the weavers and therefore a control over the professional aspect of the manufacturers’ lives. However in reality the weaver’s person as well as that of his family member may have been regulated by the Company officials and probably justifies the defiant attitude adopted by the weavers during the period of study. From the above mentioned practice (reserving the right to the labour of a weaver’s family members) it is clear that alongside the written regulations there were several unwritten ones that were employed to place greater control over the body of manufacturers.

\textsuperscript{49} Ibid., vol. 126, Part- II, 6\textsuperscript{th} – 30\textsuperscript{th} December, 1796. Letter from C. R. Crommelin dated 9\textsuperscript{th} April, 1796. Fort William, 16\textsuperscript{th} December, 1796.

\textsuperscript{50} It is possible that old numbers were never scrapped and only new numbers were recorded or entered into the register.
Besides ‘securing to the Company, agreeable to the justice and long established rights, the labours of the manufacturers’ the Company also assumed control over all those who were associated to the Company weavers. The freedom of weavers’ family, journeymen or his agent, to sell their wares was curtailed under the article twelve of the regulation of 1786 and can be understood in the light of the above mentioned practice although this particular article falls short of mentioning that the Company had exclusive right over the labour of the weavers’ associates.

Having placed the weavers under complex legal constraints they were allowed some legal relief which can be considered as inconsequential: to be able to make complaints to the Collector of the district they resided in, in case they were subjected to compulsion; or seek protection from the conduct of other traders either from the Commercial Resident (in case of the Company weaver) or the Collector (in case of the non-Company weaver) as per Article seventeen of the regulation of 1786. However the latter half of the same article also provided for the repression of ‘opposition’. Often complaints of the weavers were seen as opposition as is evident from the remarks of John Bebb, the Santipur contractor. Bebb refers to Article seventeen ‘as the most efficacious mode of bringing the people to good order, I determined to act by them on strict principles...’ According to the Article ‘persons who make groundless complaints in the view of eluding the performance of fair agreements or of procuring improper advantage shall be duly punished’. Bebb viewed complaints as ‘false representation by designing people’ and ‘the most effectual indeed the only means of preventing this, is to

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51 WBSA, BTC, vol. 51, Part- II, 18th July- 22nd August, 1786. President’s representation dated Fort William, 19th July, 1786. See Apendix 1, Regulation of 1786.

52 Article 17, Regulation of 19th July, 1786. Appendix 1.

punish the ostensible offending people.\textsuperscript{54} These legal concessions also seem negligible in the light of the punitive measures the manufacturers were to be subjected to mostly in the form of fines, as per the regulations. According to the additional supplement to the regulations, for weavers, passed on the 30\textsuperscript{th} October 1789:

\textit{[W]eavers possessed of more than one loom, and entertaining one or more workmen, shall be subject to the following penalties on failing to deliver cloths at the stipulated period expressed in a written agreement. To the Company, for every piece of cloth not delivered according to the agreement, thirty five percent on the stipulated price of such cloth, besides the repayment of money advanced for the same. To individuals, in the like cases and circumstances, twenty percent besides the repayment of advances.}\textsuperscript{55}

According to this article the weaver was not free to use his looms as he pleased. Not only did the Company curb the freedom of the manufacturers to employ his instruments for production but the penalty was also made relative to the status of the weavers. The Company reserved for itself greater redress for its loss/injury as compared to the individuals and other purchasers. This supplementary regulation also inverted the normal mode of engagement between the producer and the purchaser.\textsuperscript{56} In a normal circumstance, the advance (in the form of money) was made by the purchaser, and cloths received from the weaver. However, as a penalty the weaver not only had to return the entire sum he had received but also thirty five percent more. This was the penalty that was specified in paper. In practice the manufacturers were subjected to harsher punitive measures. There are references of weavers being

\footnotesize
\textsuperscript{54} Ibid.
\textsuperscript{55} Appendix 1.
\textsuperscript{56} Parthasarathi, Transition to a Colonial Economy, p. 91. Reversal of asymmetries of contract by the Company was also prevalent in South India during this period. The weavers not only had to return the advances in case of failure to supply cloths but that the Company also reversed the merchant’s obligation to accept all cloths from the weavers, which practice was also prevalent in Bengal. Cloths, in Bengal were refused as ‘ferretted’.

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confined, flogged, and paraded with blackened faces to instill fear among the audiences of similar treatment to those that failed to abide by the Company’s regulations.

The regulation of 1787 more or less ratified the decrees passed in previous years.

Similar changes, namely, reversal of asymmetries of contract and implementation of contractual contract were also being experienced by the weavers of south India around the same time and under similar context.

**Changing Market Space and Scenario: An Attempt to Eliminate Rivals**

Three regulations were passed in the 1780’s which focused on the rivals of the Company namely the European individuals, companies such as the Dutch, the French and the Danes, besides the indigenous merchant community. Another of the Company’s enduring trouble was the presence of large number of buyers and the weavers’ preference for them. Multiplicity of buyers was the principal bargaining strength of the weavers. One of the major factors that attracted the weavers to the Company’s rivals was that they were paid more for less labor. The resolution of freedom of trade did not help the Company much, as the weavers still desired to be relinquished from its services mainly due to the atrocities of the servants. Changes in the mode of investment from reintroduction of the Contract system (in 1775) to readopting Agency system in 1788 did not provide the necessary solution for the issues of


supply and quality. The weavers continued to be attracted to the rivals. Competing for market space was nothing new for the Company, however, certain developments took place in the late 70's and early 80's that changed the nature of its interaction with its rivals. During the American war of Independence a bitter relation developed between the English and the French and the trading activities of French and other European companies more or less came to a halt in Bengal. After the Peace Treaty, the French once again made their appearance in the commercial scene of Bengal. Also in 1768, the privileged inland trade in tobacco, betel-nut and salt came to an end causing private individuals to turn their attention to cloth trade and raw silk. Thus competition in the later decades of eighteenth century was acute. Besides the competition the Company had taken advantage of the war with France and suspension of their trade in Bengal and elsewhere. The Company servants engaged the weavers who had once worked for the rival companies for their own private trade. The Dutch and the Danes were also not in their glorious forms of the past especially the former. Although not much is known about the Company's attitude towards the indigenous merchants it can be assumed that their presence was also not very comforting for the English. However, the end of war threatened to snatch from the Company, the space of other European Companies, which it had managed to occupy during the war. For instance in and around Patna, the French traded considerably in the sarkar of Shahbad, in narrow assortments prepared mainly for the bazaar. The cloths not being of the French standard, the Chief endeavored to improve the fabric fit for the French cargo at considerable expense and great assiduity. The English chiefs seeing the French effort refrained from making advances in those places and in fact to avoid dispute also attached 435 weavers to the French manufactories. However all these arrangements were

60 Saha, Some Aspects of Malla Rule, p. 117.
61 Mitra, Cotton Weavers, p. 97.
transformed during the war. After the war it was clear that the English (who had earlier traded only in the Modinagar area), had considerably expanded their business in and around Patna. The French incessantly appealed for reestablishment of privilege formerly enjoyed much to the annoyance of the Company officials.\(^{62}\)

Therefore through the Regulation of 1782, the Company attempted to define its position vis-à-vis others (purchasers), taking complete advantage of its newfound political status. Legal sanctions were introduced to protect the Company’s interest and ensure its dominance in the market. The objective of the regulations passed in 1780’s may have been to create an environment of unrestricted trade thereby maximizing procurement. The Company officials and servants frequently complained of illegal and clandestine sale of cloths made by its advances. Therefore, the regulations extended the responsibility of such violation to the purchaser or the buyer.\(^{63}\) The regulation of 1782 stated that ‘the purchasers of the said cloths, apparently knowing them to be the property of the Company, by the secret and clandestine manner which they take to procure them, or by the notoriety of the weavers being in the Company’s employment, who offer to dispose of them, on proof of the fact, shall be liable to punishment by the Adaulut, according to the nature of his offence: and the cloths, to purchased, shall be confiscated’.\(^{64}\) Another important reason for regulations concerning other purchasers in the market was that the Company wanted to modify weavers’ freedom to cancel their contracts with other merchants which was crucial to their power and this depended upon the availability of many sources of advances and many buyers for their cloths. Thus creating monopoly in cloths within its territory was the Company’s second major intervention into the

\(^{62}\) WBSA, BTC, vol. 52, 19\(^{th}\) September – 12\(^{th}\) December, 1786. French agent, J. Panon’s letter to W. A. Brooke dated 31\(^{st}\) August, 1786. Fort William, 24\(^{th}\) October, 1786.


\(^{64}\) Appendix 1.
cloth business. Similar development was also noticed during the period of study where the weavers found themselves in similar conditions as their Bengali counterparts. By eliminating competitors the Company attempted to significantly weaken the weavers’ bargaining power.\(^{65}\)

According to the regulation the Company identified two kind of private purchasers, one that bought the Company’s cloth, clandestinely and another that made cloth legally. However these two categories were separated by a thin line of difference and such demarcations were often non existent. There are several instances where private individuals as well as the other European Companies would complain about the Company’s servants confiscating their cloth, threatening and imprisoning their weavers on the pretext that the cloths belonged to the Company.\(^{66}\) Thus the above regulation gave the Company the right to subvert its rivals/ competitors by having an access in their work space by a counter allegation that the latter was undermining the Company’s investment ‘clandestinely’.\(^{67}\) 1780’s was a period of revived competition, as the war had ended and the French the Dutch and the Danes desired to trade in Bengal in the same footing as previously.\(^{68}\) This led to detailed investigating into what the position of these companies were prior to the war. The question that the Company officials were exploring was how much should be restored or given to these rivals. While the Company agreed to give some concession commercially, it refused to part with its new found political standing. This can be seen in the famous ‘flag war’\(^{69}\) between the English and the French. The hoisting of the French flag by its servants over the buildings from


\(^{68}\) Mitra, *Cotton Weavers*, p. 94. Two important clauses of Peace Treaty or Treaty of Versailles, concluded in 1783 were- reciprocal restitution of territories and safe, free and independent trade to be carried on in India on the pre war level.

\(^{69}\) Hossain, *Company Weavers*, p. 81.
where they carried out their business probably in imitation of the English practice greatly
irked the Company’s officials and servants. The English were so bothered that they were
willing to allow the French gomastahs to carry on their trade on the condition that they would
not hoist the French flag.\textsuperscript{70} Allowing its rivals to have the same authoritative position could
undermine the Company’s position in the market. The flag war however continued for some
years till at last the French were permitted to hoist their flag only at the five original factories
namely Chandannagar, Dhaka, Patna, Kasimbazar and Balasore. All the other places that had
the French trading houses and agencies were considered subordinate to the five factories and
hence flag was not permitted to be hoisted in those places.\textsuperscript{71} However the French continued to
hoist their flag as before.\textsuperscript{72}

The failure of the 1782 regulation in achieving its objective is very evident from the
letter of the Malda Resident. The Resident in his letter informed about French flouting the
article that prohibited ‘clandestine purchases of cloths from the Company’s weavers’. He
complained that:

\begin{quote}
[T]he French gomastahs notwithstanding persists in carrying on a trade of this kind,
his agents go into the remote villages of the Company’s weavers where there is no
public market and procure from them for ready money, cloths woven with the
advances made to them from this Factory....the gomastahs has since [last month] not
only hoisted one flag, but has one carried before him and his agents when they travel
into the country for the purpose just mentioned of collecting cloths and hence this flag
may naturally become a refuge for other illicit traders. I have in the mean time the
\end{quote}

\textsuperscript{70} WBSA, BTC, vol. 44, 2\textsuperscript{nd} July – 24\textsuperscript{th} September, 1784. An account of the French trade at Malda by Charles
Grant to William Barton dated 25\textsuperscript{th} June, 1784. Fort William, 2\textsuperscript{nd} July, 1784.
\textsuperscript{71} Ibid., vol. 52, 19\textsuperscript{th} September – 12 December, 1786. Letter from Governor-General in Council in their Secret
and Foreign Department dated 13\textsuperscript{th} October, 1786.
\textsuperscript{72} Mitra, \textit{Cotton Weavers}, p. 96.
mortification to see myself deprived of the due returns of a considerate part of the money I advanced.\textsuperscript{73}

The Malda resident's fears may be genuine or exaggerated, however the order of the day was that the Company servants greatly harassed the servants of its rivals based on mere fear or perception of impending opposition by the latter. In the scuffle between the Company and her rivals it was the producers who suffered greatly. In his arzee dated 14\textsuperscript{th} March 1782, Ram Dyal, gomastah for the Dutch cloth investment at Patna, mentioned how his 'weavers were making cloths...of 36 covits length, Ram Chund Pundit's [English contractor] gomastah Rogonaut sent people who cut the cloth to make them 28 covits and then claimed them for the English cottee [sic: kothi] and moreover threatened to punish the weavers if they ever made cloths for the Dutch cottee [sic].\textsuperscript{74}

Major regulations were passed in 1786 and 1787 with supplements in 1789. The immediate context for these was that the President received repeated representation from Commercial servants of the impediments and obstructions they met with in the provision of the Company’s investment for 1786-7 from the competition, which at that time existed at several aurungs. Therefore, the President of the Board of Trade opined that it became necessary that some steps should be immediately taken against consequence 'so very prejudicial to the Company’s interest. And as it is requisite, some Regulations should be immediately adopted to prevent the weavers from availing themselves of the present competition.'\textsuperscript{75} He therefore, submitted ‘for the consideration of the Board the following,

\textsuperscript{73} WBSA, BTC, vol. 52. 19\textsuperscript{th} September- 12\textsuperscript{th} December, 1786. Charles Grant’s letter to Charles Stuart dated, 4\textsuperscript{th} October, 1786. Fort William, 17\textsuperscript{th} October, 1786.

\textsuperscript{74} Ibid., vol. 31, 3\textsuperscript{rd} April – 28\textsuperscript{th} June, 1782. Enclosure in Mr. Heatly’s letter to Mr. Purling dated Fort William, 3\textsuperscript{rd} April, 1782.

\textsuperscript{75} Appendix 1.
which should they approve, he proposes to transmit to the Supreme Council that the same may be circulated throughout the districts. The letter of the President also stated that:

[W]hereas various Regulations at different time have been made particularly on the 5th September 1775 and 22nd April 1782 for securing to the Company, agreeable to the justice and long established rights, the labours of the manufacturers engaged in them. And whereas complain notwithstanding still continue of hindrance, in this respect from the interference of native collectors, the process of the country court, the dishonesty of the manufacturers themselves and the interloping of the other traders or their agents; in order to obviate the inconveniences felt and to confirm the rights of manufacturers and purchasers of every denomination, the following Regulations comprehending those formerly passed are hereby laid.

Private purchasers were accused of sending their servants to the weavers' houses in the night to purchase large supplies of cloth. Malda resident prided himself on being able to extract confession (by threatening them of dire consequences and assuring forgiveness on confession) from the weavers of their having sold the Company cloths to private purchasers.

The Company officials at times also displayed arbitrariness of behaviour to gain an upper hand over their rivals, by the virtue of the political standing of the English during the period of study. For instance, Nicholas Grueber, the Lakhipur resident sent letters of application to the collectors 'to send the pykars and weavers of the several villages near Luckipore for his selection... This was clearly not possible as it would have occasioned considerable injury to the revenue and nor would ‘it benefit the investment in so great a

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76 Ibid.
77 Ibid., vol. 51, Part- II, 18th July - 22nd August, 1786. President's representation dated Fort William, 19th July, 1786. See Apendix 1, Regulation of 1786.
degree as to justify...giving him an exclusive authority to the prejudice of every person who had provision of cloths in Luckypore district. However Grueber in his defense argued that it was necessary for him to select (probably the best) weavers in order to recover and improve the manufactory. He also argued that his act would also benefit the revenue as the weavers would be better enabled to pay through a constant and regular employment that he intended to provide. However Grueber’s actual intention becomes apparent when he wrote that:

I am the only purchaser in the Luckypore district for the Company; if the Supreme Council allude to the private merchants, I can assure them there will be plenty of weavers remaining after my selection. But if every individual purchaser is to be indulged promiscuously with the most capable weavers, the public business must suffer and if they are permitted to continue to advance to the Company’s weavers, they [the weavers] will then for the sake of getting more money into their hands than the can give good cloths for, be obliged to make them of an inferior quality.

Despite the assurance to the Dutch dated 1st March, 1775, their servants continued to face challenges. However such assurances hardly ever reached those concerned in the actual work space as the Company’s servants had their own understanding of the state of affairs and acted on their own. The business of the rivals were constantly hindered as the weavers employed by them were constantly threatened, intimidated and forbid to ‘undertake to manufacture any cloths for the Dutch threatening them that they should pay a penalty and be punished and the Company seals would be put on the cloth of the looms. Occasionally, such complaints would receive the assurance of the President and members of Board of Trade

80 Ibid.
of 'issuing throughout the province a publication prohibiting all persons whatever from imped ing or interrupting the servants of the Dutch East India Company in procuring their investment' and that 'the servants of the Dutch Company being in all respect on the same footing in relation to the trade as they were before the commencement of the late war' and that 'they should be redressed upon their representation...'.83 Similar assurance was given by the Board of Trade to the French as well.84 Despite such assurances the Company officials continued to deny or justify their actions85 and complaints of violence used by servants continued to come in.86 The Company officials let the assurances remain in theory only and were unwilling to implement any order that was actually encouraging for their rivals. So when the Dutch desired that a publication (of the above mentioned assurance) be issued throughout the province prohibiting all persons from impeding their agents, the Company officials did not think it 'proper to comply with their request'.87 Not only were the Company servants unwilling to restore their rivals trade on the pre war footing, they also did not loose any opportunity in asserting their dominance. For instance Charles Grant, the Malda resident is reported to have 'sent about 100 peons and sepoys to Caligan with his assistant who...published by the beat of tom tom [sic: drum] that all the weavers who should sell the

83 Ibid. Letter to Edward Hay, Secretary to Board of Trade, dated Fort William, 30th August, 1785.
84 Ibid., vol. 50, Part- II, 1st March – 15th May, 1786. Board’s letters to Chief of Luckipore, Nicholas Grueber and Resident of Malda, Charles Grant dated Fort William, 11th April, 1786.
86 Ibid. Extracts of a letter from Messrs. Elbrucht and van Litters, Deputies from the Council at Chinsurah to the Governor-General, dated 23rd August, 1785, enclosed in a letter from Edward Hay. Fort William, 20th September, 1785.
sorts of cloth proper to be sent to Europe and all the merchants who had the assurance to purchase them be severely punished. 88

Despite the constant complaints from the Dutch, French and Danes of their business being hampered, there may have been some truth in the Company’s anxieties. It was easier for private individuals, merchants and other European companies to make quick ready money purchase of goods already prepared, instead of advancing money and waiting for the cloths to be made which would take several months and with risks involved 89 although this method was also followed. Dutch agents were known to collaborate with the Company dalals for easy purchase. 90

It was not always that the rivals meekly submitted petitions and arzees, there were instances when the French had retaliated violently to hindrances caused by the Company’s gomastahs by ill treating them, issuing violent threats and even turning them away from their factory and hoisting the French flag in a show of defiance. 91 Patna chief, E. E. Pote accused the French gomastah of carrying away the Company’s weavers. 92 The French were also accused of forcible seizure of weavers at Srirampur. 93 However such occasional retaliations

89 Article 13, Regulation of 1786. Appendix 1.
91 Ibid., vol. 52, 19th September – 12th December, 1786. Nicholas Grueber’s letter to Charles Stuart dated 22nd August, 1786. Fort William, 19th September, 1786.

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may not have served much purpose given the widespread clout of the Company officials and their servants.

Besides the Dutch, French and the Danes, similar treatment was meted out to individuals and indigenous merchants. Although there is not much information about the Company's dealing with the local merchants, nevertheless the weavers caught working for the latter was also subjected to punishment. For instance, information of weavers supplying to the gomastah of Gonuh Daike Baboo, a local merchant at Malda, were severely punished by the Resident's assistant who 'after having shaved them and painted them black and white, he had them flogged in all the cross ways, he then had them walked about bound with ropes through all the sheds for four days and afterwards done them away.'

Besides threatening and punishing the weavers employed by its rivals, the Company's policy of giving tickets to the weavers also disturbed the formers business extensively. Receiving tickets was probably not a choice for the weavers as is evident from the petition of Armenians, Greeks and Muslim merchants of Dhaka. According to the petition the weavers of the districts were 'ordered' that they should receive tickets from the government and the weavers who have the ticket from the government shall not be able to work for private merchants. This was a decisive blow to the work culture of several manufacturing regions of Bengal during the period of study. The weavers had always been accustomed to work for both the Company and the individuals and there was no separate body of weavers to work exclusively for one purchaser. Giving tickets was an invention of the Company as the petition states and that the weavers prior to the said period had never received tickets and had worked

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95 Ibid., vol. 54, 1st – 30th March, 1787. Petition from Armenian, Greek and Mahomedan merchants of Dacca dated Fort William, 4th March, 1787.
for large contracts comfortably. The Company seemed to have achieved its objective as the petitioners’ lament about the huge loss they had suffered especially because they were engaged in no other trade. 96

Petitions of merchants and their agents reflected great difficulty they faced in their transactions ranging from a total stop to their businesses to the Company servants forcibly putting the Company seal on their cloth. Malda resident, George Udny was especially notorious for obstructing the business of the Company rivals and causing a great loss to them. 97 The Malda resident in defense pointed out that the Armenians were at fault for procuring the Company’s cloth through a nexus comprising the Company’s gomastah, weavers, ruffugurs and the boat people, with the dalals and the peons also working for the gomastah. 98 Private traders complained (from Courgong and Mungulhaut aurungs at Rangpur) against the commercial resident and his servants of trying to lure away their weavers with the prospect of rendering their balances invalid by joining the Company; exertion of authority before those that dread power; sending for the dalals and take them off work under various pretext; harassing the weavers through peons, pikes and chupprassies by watching about the house and zenanas until they find an opportunity of forcing advances on some of their relations. 99

Subverting its rivals was not a post regulation development. In fact regulations legally recognized the practices which had been perfected years ago probably soon after the

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96 Ibid.
Chapter 4

Company’s acquisition of political power. This is clearly seen in an instance when in 1767, the Dutch proposed to the English that they be assigned weavers in various aurungs\(^{100}\) who would then work for them exclusively without hindrance.\(^{101}\) This meant that the number of weavers had to be determined to be divided between the English, Dutch and the French as per their requirement and therefore a joint investigating mission was formed by the three companies. However, even before the mission could begin the English were showing lack of cooperation and violation of agreement. Johannes Mathias Ross, the Dutch representative discovered the harsh realities that they along with the other rivals of the Company were continually going to face. The best weavers were forced into contract and obliged to work exclusively for the English and each forced to take advances for the maximum that he could provide (probably even beyond producing capacity) to keep them tied to the Company for indefinite period. Evidence from Chandrakona revealed that the Company engaged more number of looms than it required. Also obligation per loom (those engaged by the Company) was much lower than the actual average output of each loom. Thus while each loom was capable of producing 5 pieces of cloth per month, the Company took only 1.21 and 1.48 pieces per loom per month in 1766 and 1767 respectively. Om Prakash reasonably opines that there may have been ‘a tacit understanding between the Company and its paikars that in return for their overall cooperation in the matter of the supply of the Company’s textile requirements, they would be allotted a loom capacity in excess for that needed for meeting the Company’s requirements.’ This excess capacity was made available to the paikars thereby

\(^{100}\) Haripal, Dhaniakhali, Chandrakona, Santipur, Kasimbazar, Bhagwangola, Malda, Buddaul, Jagannathpur, Handiaal, Dhaka, Bhusna and Bureng.

\(^{101}\) Om Prakash, ‘From Negotiation to Coercion’. Om Prakash has analyzed the joint investigation mission formed by the English, Dutch and the French to study Company’s coercion towards the intermediary merchants and the artisans, and he argues that Bengal witnessed coercion in its worst form. He also argues that coercion in a certain region was relative to the degree of political power acquired there by the Company.
substantially enhancing their overall (personal) business and profit margins.\(^{102}\) The Company may have felt the need to reward the paikars for their ‘cooperation’ because such intermediary merchants were coerced, held in detention and asked to provide the quantity listed. On refusal, these wealthy merchants (often possessing assets worth 100,000 rupees) were administered ten canes on their naked skin and put in jail. The Company often acquired cloths in excess of its requirement to avoid risk of bad cloth. Thus between the Company officials and their paikars the looms (and the weavers) were kept trapped to avoid making any available to its competitors. Besides forcibly retaining weavers, looms and intermediate merchants to itself, the Company officials and servants generated immense fear among the weavers and servants of the rivals so much so that they were threatened not to complain of excesses committed by the former and any tendency to complain was met with arrest and detention, the objective of which was to spread terror among the artisans. The authority of the English being predominant in the areas where they conducted their business, they were the actual possessors of statistical knowledge regarding the output capacity, weavers’ houses, looms etc. Such valuable knowledge was often concealed from the rival by the English while pretending to help them.\(^{103}\) The Company was bound to the policy of acquiring large quantity of quality goods at low price and thus the only mode it perceived by which to achieve this objective was through coercion and complete removal of its rivals, private traders and Indian merchants alike from its business grounds. The Company’s low pricing policy also hurt the competitors by necessitating them to increase the wages of their weavers. The prices of the yarn that was

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\(^{102}\) Ibid.

\(^{103}\) Ibid. John Bitter, the English representative in the Joint investigating mission, had informed Ross, his Dutch counterpart that the annual producing capacity of Haripal aurung was only between 48,000 to 50,000 pieces. Ross later confronted Bitter with the fact that the production capacity of the said aurung was actually between 90,000 to 100,000 pieces if the English would desist from using violence and force and instead establish freedom. Bitter later agreed that the aurung was capable of producing 60,000 pieces annually.
sold to the Company's weavers were fixed and always lower than the market rate. Thus the spinners to make good the loss sold the thread at higher prices to the weavers who worked for the others or for domestic market. Thus the rivals had to increase the wages paid to their weavers to enable them to purchase the threads from the local haats and bazaars.\textsuperscript{104} Though the Company officials always lamented about the high prices paid by its rivals which was a great attraction for the weavers, in some ways the Company was itself responsible for such a state of affair.

Although the Company managed to hurt its rivals business substantially through a policy of constant interference and obstruction\textsuperscript{105} however it failed to pluck them completely from the commercial arena of Bengal. As a result of its policy, the business of the English had certainly increased but it continued to remain small as compared to its rivals. The trade of the smallest of the Company's European rivals, the Danes, increased tremendously towards the end of the century. In 1798, they were reported to have imported from Calcutta and other places piece goods worth 13,70,000 Sicca rupees into Srirampur, which was approximately 16.7 percent of the total goods exported on account of foreign and British private trade which was said to be more than 81,71,000 Sicca rupees.\textsuperscript{106} From 1795-6 to 1800-1 the total value of piece goods exported by the Company was 292,00,000 Sicca rupees. Whereas the private individuals exported from Bengal during the same period 546,01,015 Sicca rupees.\textsuperscript{107} The Company exported only 53 percent of the total trade of private individuals during the six year above mentioned.

\textsuperscript{104} Ibid.

\textsuperscript{105} Mitra, Cotton Weavers, pp. 87-103. Several instance of a policy of interference and obstruction is mentioned.

\textsuperscript{106} Ibid., p. 102.

Redefining Hereditary Rights

Besides the ‘dishonest’ manufacturers and ‘interloping’ traders, the Company also sought to bring under its legal control the third party, the local collectors of revenue. These collectors were none other than the rural elites, the zamindars. First few articles\textsuperscript{108} of Regulation of 1786 were meant to define the limits of the authority of the local rulers or elites who came in direct conflict with the Company’s political power. These rural elites were much entrenched in the local power system and refused to part ways with their hereditary rights to make way for the Company’s goal of successful procurement of investment.

From the early years of eighteenth century, Bengal had come to acquire a more or less an autonomous status, from the Mughal Empire, particularly since the rule of Murshid Kuli Khan, from 1716 onwards. Murshid Kuli Khan held the office of \textit{nazim} along with his post of \textit{diwan}. Alivardi Khan further strengthened the autonomy of Bengal and held both the above posts. However this autonomy could not be maintained by the \textit{nawab} without the acquiescence of few important elements in the province, which included the Mughal aristocracy, officials in charge of the administrative machinery, merchants and bankers and also the major revenue paying zamindars. The taxation levied from Bengal had been one of the major props of the Mughal Empire, thus revenue was one of the most important domain under the control of the Nawab. Zamindars were instrumental in channeling most of the revenue to the government. Existence of large zamindaris was a very distinct feature of Bengal and they constituted a layer of power that insulated the government, whether the Mughals or the British. While the term zamindar covered a wide variety of people, their

\textsuperscript{108} Appendix 1. Article 1, 2, 5, 6 and 7.
common characteristic was their right to collect taxes and to pass it on to the government. By the virtue of collecting taxes, they also came to exercise some degree of authority over those who paid it.\textsuperscript{109} The major zamindars were bestowed with considerable administrative and judicial responsibilities by the government. The decentralization caused by the decline of Mughal rule had considerably enhanced the judicial power of the zamindars. These rural elites adjudicated in both civil as well as criminal matters. The laws were simple and the justice was easily accessible, speedy and often cheap, which suited the needs of the village communities. However, in the second half of the eighteenth century the Company attempted to replace the judicial power of the zamindars with an elaborate, centralized judicature with courts to deal with civil and criminal cases. The Company introduced the first judicial programme in 1772, with the objective of safeguarding its economic interest and which left to the zamindars little to dispense justice. Despite these innovations, much of the age old practice continued throughout the eighteenth century, which was difficult for the Company to do away with.\textsuperscript{110} Only a part of Bengal was covered by the faujdari jurisdiction, which was in charge of law and order while a major part of Bengal was under the zamindars who not only dispensed justice but collected revenue by maintaining large forces.\textsuperscript{111} In the latter half of the eighteenth century these rural elites were also known to have played an important role in the working of the local commercial system by being instrumental in formation of gunges\textsuperscript{112} and market network besides facilitating production through various means such as through taqavi (agricultural loans) and pulbandi (maintenance of irrigational and flood control embankments) in nij-jot or khamar or the zamindar’s personal lands which were extensively

\textsuperscript{109} Hunter, \textit{Annals of Rural Bengal}, p. 355. According to Hunter every land holder in Bengal held his cutcherry and occasionally did justice between his tenants.

\textsuperscript{110} Shirin Akhtar, \textit{The Role of the Zamindars in Bengal, 1707-1772}, Dacca, 1982, pp. 147-178.

\textsuperscript{111} Marshall, \textit{Bengal: The British Bridgehead}, pp. 49-55.

\textsuperscript{112} Datta, \textit{Society, Economy}, p. 166
cultivated by the use of sharecropping\textsuperscript{113}; and by allowing various kinds of property holders such as \textit{la-kharaji} (charity lands) and \textit{mazkuri talluqdars} (paid revenue to the zamindar) to be part of their estate.\textsuperscript{114}

Thus, the position of the zamindars in the administrative and economic structure brought them in direct conflict with the Company. The English just like their predecessors, the Mughals, had to depend upon the zamindars for administration and collection of revenue. However the attempt of each party to retain major portion of the revenue caused the two to clash with each other. Large numbers of weavers lived under the direct control of the zamindars as ryots and were thus obligated to them\textsuperscript{115} which in turn hindered the Company’s investment procedure.\textsuperscript{116}

During the period of study a manufacturer was known to pay tax as a professional as well as a cultivator. A Letter from Lakhipur chief regarding Dukkensavazpur, revealed that the weavers had to pay a professional tax called \textit{taunt salamie} or the loom tax besides his rent as a cultivator known as \textit{malguzzary}.\textsuperscript{117} \textit{Taunt salamie} was also known as \textit{taunt khezannah}. It is not known whether the payment of loom tax or \textit{taunt salamie} was confined to weavers of

\begin{itemize}
\item \textsuperscript{113} Ibid., p. 96.
\item \textsuperscript{114} Ibid., pp. 133-184.
\item \textsuperscript{115} WBSA, BTC, vol. 46, 4\textsuperscript{th} January – 29\textsuperscript{th} March, 1785. Nicholas Grueber’s letter to William Barton dated 18\textsuperscript{th} January, 1785. Fort William, 18\textsuperscript{th} January, 1785.
\item \textsuperscript{116} WBSA, CCC, vol. 3, 2\textsuperscript{nd} January – 20\textsuperscript{th} November, 1773. L.R. No. 164. Letter from the Export Ware House Keeper, Edward Parry, to President and member of Controlling Committee of Commerce dated 14\textsuperscript{th} October, 1773. Fort William, 20\textsuperscript{th} October, 1773.
\item \textsuperscript{117} WBSA, BR Misc., vol. 83, 4\textsuperscript{th} – 28\textsuperscript{th} January, 1790. Enclosure No. 44 in letter from Collector of Dacca. Proceedings of Jaggut Jewun Aumeen deputed by Mr. Douglas to Duckensavagepore to enquire into the complaints of the weavers in that district, p. 489. According to one account, malguzarey from 1191 to 1192 (1784 -5) was 18Rs. 2a 18g 2 for 2g 2c of lands and in 1192 (1785) only 12Rs. 2a for the same extent of ground as per separate account. The fixed revenue in 1193 (1786) for 3g 2c of land was 7Rs. 15a 18g and in 1194 (1787) 1g 1c of land paid a fixed revenue of 9Rs. 2a 6g 1c as per two separate finds.
\end{itemize}
Dukkensavazpur and its surrounding regions or whether it was also applicable to weavers of other manufacturing regions of Bengal. *Taunt salamie* was however not a very old tax and was levied a few years prior to 1772. Thus *taunt salamie* was acceptable under the article eight of the Regulation of 23rd July, 1787.\(^{118}\) This tax had originated as an emolument for the expenses of Kishen Ram, the dewan of the zamindar of the above mentioned region. Dukkensavazpur and the surrounding regions produced *dooties, gamchas* and other coarse cloths worn mainly by the local populace. However, according to the deposition of several weavers from this region, the Company’s servants from Lakhipur had tried to advance these weavers for *baftaes*, a fabric which they were not known to weave. Thus, supposedly the weavers had appealed to the dewan to intervene and the said dewan promised to settle the matter at the Lakhipur factory. On his return from Lakhipur, the dewan desired that the expenses he had incurred be compensated. Thus the weavers voluntarily paid 6a to 8a per loom, as *mathote* or duty to liquidate the dewan’s expenses.\(^{119}\) However, the tax came to be established several years later when a zamindar, Mirza Juan insisted on collecting it at one *guzzie* per loom at the rate of 11 annas.\(^ {120}\) However the exact amount levied under this tax is not known as weavers give different accounts regarding the same. The *taunt khezannah* seemed to have increased to 2 rupees by 1195 (1788) and was levied in the following manner

\(^{118}\) Appendix 1.  
\(^{120}\) Ibid.
Besides the land rent, the zamindars were also known to levy arbitrary taxes. Some of
these arbitrary taxes that were levied besides the established rent included do mahy or
contribution of two months\(^\text{121}\) which was known to have been exacted by Davy Sing, the
farmer of Dinajpur in 1781 and was collected both from the weavers as well as the ryots.\(^\text{122}\)
Aboabs or taxes were collected from every pergunnah although their number and amount
varied from place to place. For instance, in Mahynagur also under Dinajpur, ten established
taxes were believed to have been collected in 1787 and by 1789 three more were added to the
jumma which included tahate milaney (12.5 gundas per rupee to make up deficiency), chuckla
khurtcha (8.5 gundas contribution for Brahmins) and dakety khurche (10 gundas to defray
loss by the robbery at Jagannathpur). Each of these taxes had originated as voluntary

\(^{121}\) WBSA, BR Misc., vol. 65, 23\(^{rd}\) April, 1789. Enclosure No. 3 in letter from Governor-General in Council to
Earl Cornwallis, K.G, Governor-General in Council, p. 173. Do mahy was a sixth part of the amount of the old
annual taxes and was first collected to defray the expenses incident on the death of the Dinagepore rajah, about
the year 1780.

\(^{122}\) Ibid. Enclosure No. 8 in letter from Governor-General in Council to Charles Stuart. Malda Resident, G.
contribution for the private emolument of the rajah or the farmer, and as were the custom of
the district, was added to the established rent the following year.\footnote{Ibid.}

These taxes were applicable to the weavers as well as the peasants, however the
weavers according to the G. Udny, the Malda Resident, suffered considerably because of their
fixed residence (due to the established employment they receive from the Company), unlike
the peasants who were known to relocate to different places to elude the payment of their
rent.\footnote{Ibid.} This is however not true as the weavers were also known to take to flight. Excess
taxation however, had adverse effect upon the weavers who were greatly impoverished and
thus either would not be inclined towards receiving the Company’s advances or owed large
balances to the same, which was a huge setback for the Company’s investment. The
zamindars demands for malguzzary and other customary taxes added to the distress of the
weavers who were already burdened by the arbitrary exactions by the Company servants
(which will be discussed later). Such themes featured in several complaints by the weavers,
who at the end had no other choice but to relocate.\footnote{WBSA, CCC, vol. 3, 2\textsuperscript{nd} January – 20\textsuperscript{th} November, 1773. L.R. No. 136. Letter from Jessore Collector, Samuel
Charters, to Warren Hastings, President and members of Council of Revenue, dated 20\textsuperscript{th} August, 1773. Enclosed in this letter is a complaint of one hundred and one weavers against Anderam Roy, gomastah of Sidjelly, p. 168.}

Petitions seeking the Company’s
intervention against revenue farmers were not uncommon.\footnote{WB
SA, BTC, vol. 44, 2\textsuperscript{nd} July – 24\textsuperscript{th} September, 1784. Enclosure in Robert Percival Pote’s letter to Samuel
Charters, Acting President and members of Committee of Revenue dated 10\textsuperscript{th} July, 1784. Fort William, 29\textsuperscript{th} July, 1784.}

Thus article one of the
Regulation of 1786 aimed at putting a ceiling upon the zamindars demand by specifying that
‘weavers employed by the Company shall (in common with the other ryots of the Province)
pay nothing on their score of the rent beyond what is specified on their pottah which are to be
framed according to the established dues of the government, they shall be occasioned to no arbitrary occasional tax of zemindars, farmers or collectors or any account whatsoever.\(^{127}\)

From this regulation it is clear that the Company weavers were meant to be privileged as compared to their fellow village inhabitants. The above article was meant to screen the weavers employed by the Company from the imposition of numerous *aboabs* and taxes. The pottah of the weavers were also not reversed nor were they entitled to pay any occasional tax or *dany cabut* like the ryots. The revenue officers also gave them the *chut kabbus* receipts year after year which had the same terms. Such privileges were not applicable to the ryots and most probably not to the non-Company weavers.

Besides burdening the weavers with arbitrary taxes that adversely affected the Company’s investment indirectly, the zamindar’s actions also hindered the Company directly. Often these rural elites prevented the Company’s servants from making advances to the weavers, or opposed summons to the weavers and dictated the weavers on the kind of cloth they should weave (in opposition to the Company’s demands). The zamindars were also known to forbid the weavers (and took *muchulkas* from the weavers for the same) from working for the Company at the risk of paying penalty of up to Rs. 100.\(^{128}\) Often the peons when sent to enforce the delivery of cloths for which advances were already made, were disgraced and driven away.\(^{129}\) The Burdwan rajah was notorious for his clash with the Company officials and his disruption of their business by sheltering the recalcitrant weavers.

\(^{127}\) Appendix 1.


\(^{129}\) Ibid., vol. 34, Part- I, 1st October – 12th November, 1782. Soonamukhi Resident, J. B. Smith’s letter to P. M. Dacres dated 7th October, 1782. Fort William, 10th October, 1782.
Coja Michael, an Armenian zamindar of the island of Dukkensavazpur was accused of similar disruptions.\(^{130}\)

However the fact that even by 1789, the zamindars continued to levy arbitrary taxes as mentioned above which was a matter of great concern to the weavers as well as to the Company. A matter of even greater alarm was that the Collector of Dinajpur wanted to fix the rent of the weavers at the rate paid by the peasants and for the first time the land of the weavers were to be measured which greatly distressed the weavers.\(^{131}\) The collector by a public notification fixed a general rate of rent (increased) to be paid per bigah. The lands were of two descriptions, high and low. While rice was cultivated in the latter, the former was meant for cultivating cotton and other crops. The weavers held both the types, thus with the increase in rent, their burden would increase as compared to peasants by 25 to 100 and in some cases by 200 percent. Such developments were reported from Santose, Curdah, Nirschindpur and Buddaul pergunnahs of Dinajpur and the Malda resident feared that it would soon be applicable to the rest of the province.\(^{132}\) Therefore suggestions were made to abolish some of these taxes, especially voiced by Lakhipur Chief, Henry Scott who faced obstructions in making advances in and around Dukkensavazpur. Henry Scott put forward his reason based on his observation that the *taunt salamie* when clubbed with *malguzary* was ‘too burdensome to bear’.\(^{133}\) Also there was a gradual increase from the time it was first established, during Mirza Juan’s time and that of zamindar, Coja Michael, from 21.87 to 24.25 rupees and

\(^{130}\) Ibid., vol. 38, 7th August – 26th September, 1783. Luckipore Chief, Jacob Rider’s letter to P. M. Dacres dated 11th July, 1783. Fort William, 12th August, 1783.


\(^{132}\) Ibid.

\(^{133}\) Ibid., vol. 84, 6th January – 26th February, 1790. Henry Scott’s observation dated Fort William, 8th January, 1790.
therefore there was an increase in collection made from the registered weavers to upward of 1000 rupees per annum. This increase in burden therefore hindered the Company’s provision and thus Scott advocated that the taunt salamie should either be abolished or paid through the Resident more so because other zamindars of Dukkensavazpur did not collect this tax.  

The reason behind Henry Scott’s concern for the weavers was that the Lakhipur resident was keen on advancing to the weavers of this place who were not inclined towards receiving the Company’s advance. Thus based on the findings of William Douglas, the Commissioner at Dhaka, Henry Scott claimed that the tax was oppressive and hence should be done away with. William Douglas’ report was in turn based on the investigations of Jugget Jewan his aumeen before whom several weavers of the region, deposed. However in reality, besides one weaver, Kartick, all the others denied that they were oppressed and expressed their satisfaction in paying the loom tax. The other weavers also revealed that they were more pestered by the forcible advances made by the Company’s servants, rather than the tax, because they were manufacturers of coarse cloths worn by the locals and were ignorant about weaving the Company assortment, baftaes, which they were being forced to weave. The weavers complained that peons were placed over them and that they suffered considerable loss by purchasing cloth from the bazaar (since they did not make baftaes) to give to the Company servants and for which they were paid less than what they had spent, besides other atrocities, and most of them stressed that flight was the only solution. Therefore based on the findings of his aumeen, William Douglas remarked that ‘it should seem from the depositions of the weavers that the oppressions they labour under, are chiefly committed by the gomastahs of the

135 Ibid. Henry Scott’s observation dated Fort William, 8th January, 1790.
Commercial resident at Luckipore, and not from the exactions of the zamindars. However he advocated that ‘the demand should be restricted to the original amount of 11 annas per loom’ for the sake of the commercial interest of the district although a total abolition of the loom tax would provide great relief to the weavers. Douglas’ remark at the end however revealed the true state of affair, which he was well aware of, and which was as follows:

[In the event of a total abolition of the loom tax the weaver will experience great relief, yet it should seem from the report of my aumeen that they will still continue to labour under many heavy grievances, such as having advances forced on them, not receiving the actual value of their cloths, in having the advances made to them in rupees short in weight, and by the dustore taken from them by the Resident’s gomastahs, and lastly the exorbitant exactions made on them by peons and seapoy. To these evils may be ascribed the grand cause of the trouble and difficulty, the resident experiences, in realizing the Company’s investments for it is self evident, that if these grievances do exist, the fabrics must annually decline both in quality and quantity, for the manufacturer finding that he does not receive the reward of his labours will relinquish his habitation and occupation and seek asylum in another district where he may live in greater ease and enjoy the fruits of his industry. The dictates of humanity as well as regard for the encouragement of the fabrics will point out the necessity of adopting some speedy and effectual measures for the relief of the weavers.]

Most of the policies concerning the zamindars were passed in context of the constant clash between the two parties with regards to power sharing. Assertion of rights led to constant clashes between the Company and the rural elites. The Company desired that her servants have unhindered access to the village inhabitants; be able to employ whomsoever and whenever and advance to even those who were not inclined to her services; procure her

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137 Ibid. Letter from Collector of Dacca with Enclosure No. 43 to John Shore, President and Members of the Board of Revenue dated 24th December, 1790* (this is the year which is mentioned, but it should be 1789). Fort William, 18th January, 1790, p. 484.

138 Ibid.
investment and collect her dues and balances at leisure. In another words the officials desired to function in an ideal milieu where the Company was sovereign. However this was not possible as the administrator of the village had to maintain his own power over the inhabitants, secure his *malguzary* and he also needed to be the dispenser of justice. Therefore the zamindar’s world was equally under threat from the Company’s attitude. Thus both the parties were threatened by each other rights and assertion to power. The matter of taxes was one such area of conflict. While the loom tax supposedly originated as a voluntary payment for an exemption from being forced to weave the Company’s assortment (*baftaes*), on the other hand the Lakhipur Chief cried foul that the weavers were forced to decline the Company’s advances only so that they could be exempted from paying an ‘arbitrary tax’ of 2 to 3 rupees per loom.\(^{139}\)

The Company officials endeavoured to protect the weavers from excessive taxing (although they were not against tax payment and also advocated regular rent payment by their weavers) because of the underlying belief that if the weavers are not taxed above their ability and at a fair price, they would have a just inducement to work.\(^{140}\)

However the weavers were unable to pay the increasing rents due to the Company policy of paying low price for the cloth. Increase of rents (by the Committee of Circuits) greatly disturbed the weavers as they were tied to fixed prices (or rates) which did not take into account the increase of prices of the weaving material (cotton and threads) and also left

\(^{139}\) WBSA, BTC, vol. 76, 3\(^{rd}\) – 27\(^{th}\) February, 1789. Board’s letter to Luckipore Resident dated Fort William, 24\(^{th}\) February, 1789.  
\(^{140}\) Ibid., vol. 54, 1\(^{st}\) – 30\(^{th}\) March, 1787. Letter to Dacca Chief, Nicholas Grueber dated Fort William, 22\(^{nd}\) March, 1787.
them with scanty means for maintenance for their families. Inability to pay taxes invited severe consequences. Lands were seized and the weavers were not allowed to cultivate till they paid their dues. The Company officials also complained about weavers being seized from their looms by the zamindars' peons. Lakhipur Chief also reported opposition of commercial servants by the zamindars and their subjects who on seeing them unprotected, beat and plundered them. Thus regulation of 1786 also stressed that the zamindars were not to confine, harass or summon any of the Company weavers with regards to either revenue or judicial matters. The zamindars were also to make known their revenue claims upon the weaver through the Collector and in case of complaints against the weavers or any of the Company's employees they were to approach the Commercial Resident.

This regulation was passed clearly with the intention of undermining the zamindars' hereditary and administrative rights and thus to reduce their control over the weavers. The regulation also enhanced the Company's power vis-à-vis that of the zamindars. The Commercial resident was now at the liberty to summon the weavers and any matter relating to the weavers had to pass through the resident. These restrictions on the power of the zamindars were further stressed in article eight and nine of the regulation of 1787.

According to the Lakhipur resident, interference of the zamindars with the Company's commercial activities was a natural response to the curtailing of their influence and advantages, caused by the registration of weavers, which made the latter independent of the

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143 Article 2, Regulation of 1786, passed on 19th July. Appendix 1.
former and also gave access to recourse in case of unauthorized demands by the zamindars.\textsuperscript{144} Lack of cooperation on the part of zamindars was also seen in the case of absconding indebted weavers (a common problem faced by the commercial residents) and in the search for such fugitives which led the irritated Lakhipur resident to propose the reestablishment of a custom whereby the zamindar was held responsible for weavers who had received the Company's advance and therefore in case of their flight, the zamindar was to indemnify the Company.\textsuperscript{145} Thus the Lakhipur chief intended to shift the responsibility of making good the balances to the zamindar. However such a proposal was rejected by the Board which refused to recognize any such non existent custom.\textsuperscript{146} The regulations failed to generate the right impact with the zamindars, and according to Henry Scott the regulations are 'no longer attended to than if they did not exist.'\textsuperscript{147} Repeated publications of the regulations for weavers would often fail to have the smallest effect on the zamindars who would unperturbedly declare that 'they will not obey it unless promulgated by the collector...'\textsuperscript{148} This was a great dilemma for the Company officials as often the collector and the commercial Resident did not work in harmony. There are numerous examples of this indifference between the two authorities. The aloofness between the Collectors and the Commercial Residents was not uncommon for instance between John Cheap, the Sonamukhi resident and Mr. Keating the collector.\textsuperscript{149} Although magisterial power belonged to the collector, John Cheap was known to undertake such duties

\textsuperscript{144} WBSA, BTC, vol. 88, 3\textsuperscript{rd} September – 29\textsuperscript{th} October, 1790. Henry Scott's letter dated 20\textsuperscript{th} September, 1790. Fort William, 29\textsuperscript{th} October, 1790.

\textsuperscript{145} Ibid., vol. 79, Part- II, 15\textsuperscript{th} – 30\textsuperscript{th} May, 1789. Henry Scott's letter dated 12\textsuperscript{th} May, 1789. Fort William, 26\textsuperscript{th} May, 1789.

\textsuperscript{146} Ibid. Board's letter dated Fort William, 26\textsuperscript{th} May, 1789.

\textsuperscript{147} Ibid., vol. 75, 2\textsuperscript{nd} – 30\textsuperscript{th} January, 1789. Henry Scott's letter to Charles Stuart dated 28\textsuperscript{th} December, 1788. Fort William, 9\textsuperscript{th} January, 1788.

\textsuperscript{148} Ibid., vol. 78, 3\textsuperscript{rd} – 30\textsuperscript{th} April, 1789. Henry Scott's letter dated 17\textsuperscript{th} April, 1789. Fort William, 24\textsuperscript{th} April, 1789.

\textsuperscript{149} Hunter, \textit{Annals of Rural Bengal}, p. 354.
thereby encroaching on the Collector’s domain. In another instance the decision of Dinajpur collector to fix the rent rate for the weavers and make a new pottah including all the arbitrary taxes collected by the zamindar till then, thereby legalizing them, had put G. Udny the Malda resident in a tight spot.\footnote{WBSA, BR Misc., vol. 65, 23\textsuperscript{rd} April, 1789. G. Udny’s letter in Enclosure No. 8 in letter from Governor-General in Council to Charles Stuart dated 25\textsuperscript{th} March, 1789. Fort William, 23\textsuperscript{rd} April, 1789, pp. 205-12.} The weavers and zamindars often took advantage of such detachment between the revenue and the commercial authorities. Besides the instances of detachment in the relation between the Collector and the Commercial Resident (who were both the Company’s employees), there are also examples of lack of cooperation between authorities of two factories. John Cheap, the Sonamukhi resident informed Mathew Leslie, Collector of Ramghar and Pacheat of his weavers (belonging to Bamondy factory) taking refuge in the latter’s district;\footnote{WBSA, BTC, vol. 81, \textit{Part-I}, 6\textsuperscript{th} – 28\textsuperscript{th} August, 1789. Letter from J. Cheap dated 11\textsuperscript{th} June, 1789. Fort William, 2\textsuperscript{nd} September, 1789.} and accused the Resident of Radhnagar, Peter Touchet, of luring his weavers with considerable increase of price for their cloths\footnote{Ibid., vol. 81, \textit{Part-II}, 1\textsuperscript{st} – 29\textsuperscript{th} September, 1789. Letter from J. Cheap dated 21\textsuperscript{st} August, 1789. Fort William, 2\textsuperscript{nd} September, 1789.} but to no avail.

It was not just the zamindars who hindered the Company’s investment but the Company servants also displayed highhanded attitude of forcibly advancing. The zamindars suffered considerably loss of revenue as the peasants would often flee under pressure and fear. For instance Hurrychum Chowdry, tallukdar of Chuttypore suffered a considerable loss in his\textit{malguzzary} when the gomastah of the factory of Saliagur seized many persons and oppressed others who were not weavers so much so that they deserted the village and settled near Burdwan.\footnote{Ibid., vol. 50, \textit{Part-I}, 3\textsuperscript{rd} January – 29\textsuperscript{th} February, 1786. Acting Collector of Hughly, Robert Holme’s letter to William Barton dated 11\textsuperscript{th} January, 1786. Fort William, 13\textsuperscript{th} January, 1786.} Pressing demand for public revenue (from the revenue department) often led to

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\item \textsuperscript{150} WBSA, BR Misc., vol. 65, 23\textsuperscript{rd} April, 1789. G. Udny’s letter in Enclosure No. 8 in letter from Governor-General in Council to Charles Stuart dated 25\textsuperscript{th} March, 1789. Fort William, 23\textsuperscript{rd} April, 1789, pp. 205-12.
\item \textsuperscript{151} WBSA, BTC, vol. 81, \textit{Part-I}, 6\textsuperscript{th} – 28\textsuperscript{th} August, 1789. Letter from J. Cheap dated 11\textsuperscript{th} June, 1789. Fort William, 2\textsuperscript{nd} September, 1789.
\item \textsuperscript{152} Ibid., vol. 81, \textit{Part-II}, 1\textsuperscript{st} – 29\textsuperscript{th} September, 1789. Letter from J. Cheap dated 21\textsuperscript{st} August, 1789. Fort William, 2\textsuperscript{nd} September, 1789.
\item \textsuperscript{153} Ibid., vol. 50, \textit{Part-I}, 3\textsuperscript{rd} January – 29\textsuperscript{th} February, 1786. Acting Collector of Hughly, Robert Holme’s letter to William Barton dated 11\textsuperscript{th} January, 1786. Fort William, 13\textsuperscript{th} January, 1786.
\end{enumerate}
desertion of weavers (Harial).\textsuperscript{154} In the absence of employment (in case of the Company weavers) and their having spent all their profits often left them with no choice but to take to flight to the great loss of the rural elites. Also the zamindars could not always prevail upon the weavers (as portrayed by the Company) who on the contrary would accept advances from the Company at will. However such weavers certainly did not meet with the kindest treatment from the rural authorities.\textsuperscript{155}

Though the Company claimed to give protection to the weavers from the atrocities of the zamindars but allying with the Company did not mean relief to the manufacturers. The Company servants were often accused by the producers, of various unlawful exactions. Gomastahs and other servants of the Company were also known to indulge in arbitrary exaction from the peasants on the pretence of excusing them from receiving the Company’s advances for cloths.\textsuperscript{156} Weavers of Sonamukhi repeatedly complained of gomastahs and dalals forcibly taking large sums of money over years and of dalals forcibly taking away cloths at a lesser price for their business with the private merchants. The dalals also consciously created balances (by not returning the ferretted cloths and by not giving receipt of such cloths) and took two annas every rupee on the pretext of balance. The dalals also took bribe to give greater assignments to select few weavers. The weavers were also forced to take advances and had to pay bribe to acquire their liberty from weaving cloths they could not weave.\textsuperscript{157} Illegal exaction of money from the weavers under various pretences was a common practice. The

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\textsuperscript{154} Ibid., vol. 90, 4\textsuperscript{th} January – 25\textsuperscript{th} February, 1791. Letter from Samuel Beachcroft dated 13\textsuperscript{th} February, 1791. Fort William, 22\textsuperscript{nd} February, 1791. \\
\textsuperscript{155} Ibid., vol. 95, 4\textsuperscript{th} November – 30\textsuperscript{th} December, 1791. Letter from Luckipore Chief, Henry Scott dated 10\textsuperscript{th} December, 1791. Fort William, 23\textsuperscript{rd} December, 1791.
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\textsuperscript{156} Ibid., vol. 36, 1\textsuperscript{st} April – 27\textsuperscript{th} May, 1783. A resolution by W. Weber, Secretary of Revenue Department, dated Fort William, 17\textsuperscript{th} April, 1783. \\
\textsuperscript{157} Ibid., vol. 4, 4\textsuperscript{th} July – 29\textsuperscript{th} September, 1775. Petition of Soonamukhi weavers dated Fort William, 22\textsuperscript{nd} September, 1775.
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head gomastah of Sonamukhi was known to have taken a sum of eight lakhs of rupees over a period of eight years.\textsuperscript{158} Persaudpore weavers (Haripal) complained of forcible deduction of money on the pretext of selamy of increased rates, besides reduction on advanced sum. The gomastah was also accused of beating and tying up the weavers and demanded misadvanced cloths.\textsuperscript{159} Sonamukhi weavers complained deduction of an anna per rupee on different letters.\textsuperscript{160} Illegal exaction by the gomastah of about 1,400 rupees was also reported from the Cuttorah aurung.\textsuperscript{161} Thus illegal exactions were reported from several places during the period of study and were often exacted from the weavers through an established nexus between the Company servants and the head weavers.\textsuperscript{162} Unlawful or illegal exactions were not a new practice and had been taking place much before the period study. The arbitrary practice of the zamindars of converting a voluntary payment into established taxes or \textit{aboabs} can also be seen as unlawful. Illegal exactions were prevalent in other parts of the subcontinent where those belonging to lower strata of society often became victims to such practices by those who had authority over them. Unlawful exactions were made either with the objective to bring the lower groups under greater control or were simply a stretch of rights and customs available to those who were in positions of power. While in case of the Bengali weavers' exactions were

\textsuperscript{158} Ibid., vol. 58, 3\textsuperscript{rd} – 31\textsuperscript{st} July, 1787. Petition dated Fort William, 20\textsuperscript{th} July, 1787.

\textsuperscript{159} Ibid., vol. 70, 1\textsuperscript{st} – 30\textsuperscript{th} August, 1788. Petition from Persaudpore weavers dated Fort William, 1\textsuperscript{st} August, 1788.

\textsuperscript{160} Ibid. Petition from Soonamooky weavers enclosed in J. Cheap’s letter to Charles Stuart dated 9\textsuperscript{th} August, 1788.

\textsuperscript{161} Ibid. Petition from Cuttorah weavers dated Fort William, 26\textsuperscript{th} August, 1788.

\textsuperscript{162} Ibid., vol. 77, 6\textsuperscript{th} – 31\textsuperscript{st} March, 1789. Dacca Chief, John Bebb’s letter to Charles Stuart dated 27\textsuperscript{th} February, 1789. Fort William, 24\textsuperscript{th} March, 1789.
mainly in the form of money, exactions in the form of kind and service is not known as was the practice elsewhere.\textsuperscript{163}

Confrontation of dual authorities during the period of study, especially towards the end of the century not only had adverse effect on the Company’s investment but also increased the oppressions on the weavers by the zamindar’s men.\textsuperscript{164}

Petition of \textit{gurrah} weavers from pergunnahs such as Chuttooa, Burdah, Jahanabad, Chandrakona, Bramin Choom, Mundulgaut Baira, Boorsoot Balleah, Ballgurr, Sellemabad etc. (probably in and around Sonamukhi) referred to exaction of duties that they had never paid on articles such as thread, salt, garden stuff, plantain leaves. These duties were ordered to be collected by Rider on behalf of the government customs at Serool. A daroga and ten or twenty peons were dispatched to each market where they placed chowkeys at all the ghats and roads and demanded duties from producers. The weavers suffered doubly because the person who brought thread for sale had to pay a duty of one anna and a quarter, while the weaver who purchased was required to pay the same amount. Moreover sometimes on the whims of the collectors one-eighth or one-fourth of the value was also exacted. After the cloth were woven and brought to the factory, the weavers were again apprehended and fresh duties were demanded from them.\textsuperscript{165} Therefore those that sold thread at times paid 7.93 rupees and the

\textsuperscript{164} Hossain, ‘The Alienation of Weavers’.
\textsuperscript{165} WBSA, BTC, vol. 28, 4\textsuperscript{th} July – 25\textsuperscript{th} September, 1781. Petition from weavers of Mundulgaut and surrounding region, addressed to Charles Short, dated Fort William, 4\textsuperscript{th} September, 1781.
weavers ended up paying 15.87 rupees.\textsuperscript{166} The weavers were greatly distressed as a consequence and their subsistence itself was threatened.

Implementation of the above-mentioned regulations and the concomitant changes in the relations between the Company and various groups can be best understood in the backdrop of the judicial changes taking place in the late eighteenth century. 1770s witnessed the establishment of regular judicial system with civil and criminal courts. Distinction was also made between revenue and commercial matters. Commercial regulation passed by the Governor-General in Council was thus a part of this larger development. Weavers were slowly and gradually brought under the legal control of the Company during the period of study. Prelude to commercial regulation and its objectives can be traced to as early as 1757 when the Governor- General in Council farmed regulation to incorporate artisans and rural workers into occupational groups. This required the artisans to obtain working license from the zamindars, and in return pay an annual fee amounting roughly to a month’s salary. Thus the Company’s control was extended through the traditional leaders such as the zamindars and the head weavers.\textsuperscript{167} However, by 1767, judicial functions had shifted into the hands of the Company officials and servants. The gomastah was the de facto administrator at the local level. And his powers were only confirmed by the regulations of 1775. His liberty to place peons upon the weavers and keep them under restraint was recognized and he was also authorized to bring weavers to the courts when summoned. The gomastah, was also given the legal protection in case of any charges against him. Thus, ‘the darogahs of the Pergunnah Courts of Justice, shall not be authorized to punish or place peons on the Company’s Gomastahs, nor to arrest their persons, except in default of obedience to the summons of the

\textsuperscript{166} Ibid. Charles Short’s letter to P. M. Dacres dated 29\textsuperscript{th} August, 1781. Fort William, 4\textsuperscript{th} September, 1781.

\textsuperscript{167} Hossain, \textit{Company Weavers}, p. 110.
Above the gomastahs were the naibs or the inferior judicial officers. All the minor commercial matters were dealt by the naibs and thus the weavers were to bring their grievances to him. From 1775 the naibs were placed in every aurung so as to prevent the weavers from traveling all the way to diwani court thus hampering the production. The naibs had to report regularly to the diwani courts. If there were disputes involving dalals and pykars and revenue officials, these matters were dealt separately by the mofussil or the pargana courts. These smaller courts, also located near the aurungs, came under the jurisdiction of the higher courts or the provincial diwani adalats set up at Kolkata, Dhaka, Murshidabad and Patna. The frequent petitioning of the weavers was in some way responsible for the emergence of hierarchical judicial process. Appeal for justice could be made to the commercial resident, collector of the district and to Fort William, in order of precedence.

Regulations on their own would never have been effective, if not supported by various methods adopted for its implementation. These bodies of laws may or may not seem coercive in its general reading, but that coercion was one of the important instruments in its implementation is revealed by the official correspondences. Probably when the resolution and regulations were formulated it was done so without the consultations of those who were actually engaged with commerce in Bengal and thus did not take into account the actual working conditions. The disappointment of the Company officials with the decrees is very apparent from Nicholas Grueber's letter who made a few points in his letter to William Aldersey:

[T]he first is the Honble Directors positive commands for an entire Freedom of trade and all preference to be given up, ordering the Company to be on a level with the

168 Article 7, Regulation of 1775. Appendix 1.
169 Hossain, Company Weavers, pp. 119-121.
private merchant and no more, therefore all influence thereby is entirely lost. Secondly, the dividing the revenue, and mercantile power, submitting all complaints to the adawulut, has deprived the Chief of all authority over the weavers, and in case of breach of contract, recourse must be had to a Judicial process and the consequence, as like wise the detriment it has been and must be to the Company's investment...

Thus according to Grueber, securing of the Company's interest depended to a large extent on the right of the Chiefs to exercise power and influence as and when required.

A 'custom' of subordination of weavers was an established fact during the period of study and the Company officials and servants enforced them wherever it was lacking or had weakened. Henry Halsey, the Sonamukhi Contractor informs in his letter about his having 'laboured incessantly...not only in restoring the manufactory of gurrahs...to their proper qualities with lengths and breadths but to enforce that due subordination among the weavers which had ever been established by custom in the Company's aurungs...' but also further appealed 'for support of the customs and privileges of the aurung'. Higher authorities even justified the coercive practices carried out by their people. William Barton, the Comptroller of aurungs, in his report (to the Board), regarding the petition of Santipur weavers, defended Beanland, the Contractor against all allegations made by the weavers. Barton informed the Board that 'Mr. Beanland had done no more, nor exercised a greater degree of authority than what the general usage and practice warrants ...and that without the moderate exercise of coercive measures the Company's investment would not only fall in balance but the

172 Ibid.
assortments be also depreciated not only in Santipur but at all the factories and aurungs.\textsuperscript{173} The officials and servants of the Company may have also arbitrarily decided the scale of coercion that could be exercised.

The practice of coercion was known to the Company officials, and in most cases was endorsed by them. In fact Jacob Blaquiere, the Santipur contractor blames absence of control over the weavers as the main factor causing obstructions and impediments in his provision for the Company's investment and therefore advocated control over the weavers as a resolution.\textsuperscript{174} However, it would be unfair not to mention that there were exceptions to it such as Warren Hastings and Henry Guinand. They were certainly not advocates of weavers' rights, but they also realized the permanent damage that coercive policies could cause to the Company's interest and its investment.

Besides coercion, the officials and servants worked at a subconscious level where threats, promise of reward\textsuperscript{175}, generation of guilt feelings within the weavers\textsuperscript{176}, were also employed to bring the manufacturers under greater control of the Company. Refusing employment, absolute discontinuance of the provision of some assortments were some of the

\textsuperscript{173} Ibid., vol. 51, Part-II, 18\textsuperscript{th} July-26\textsuperscript{th} August, 1786. Letter from William Barton dated Fort William, 18\textsuperscript{th} July, 1786.

\textsuperscript{174} Ibid., vol. 37, 3\textsuperscript{rd} June-31\textsuperscript{st} July, 1783. Jacob Blaquiere's letter to Richard Kennaway, Secretary, Commercial Department dated 24\textsuperscript{th} June, 1783. Fort William, 15\textsuperscript{th} July, 1783.

\textsuperscript{175} Ibid., vol. 30, 3\textsuperscript{rd} January-27\textsuperscript{th} March, 1782. Charles Grant's letter to P. M. Dacres dated 24\textsuperscript{th} January, 1782. Fort William, 30\textsuperscript{th} January, 1782.

\textsuperscript{176} Ibid., vol. 51, Part-II, 18\textsuperscript{th} July-26\textsuperscript{th} August, 1786. Letter from William Barton dated Fort William, 18\textsuperscript{th} July, 1786.
modes in which threat and fear was generated among the weavers to deal with their ‘indifference’ and for ‘checking their tenaciousness to unreasonable prices’.  

The Company’s servants such as the gomastahs, dalals and peons were instrumental in the actual implementation of the Company’s coercive policy. Official records show that the atrocities of the gomastahs ensured a steady flow of petitions from weavers of several aurungs as will be discussed in the following chapter. They were accused of several acts ranging from inflicting corporal punishment to receiving bribes and illegal extortions from the manufacturers. Being one of the highest ranked indigenous servants in the Company’s service and therefore influential, the gomastahs often did not involve themselves personally in harassing the manufacturers, although their personal as well as direct involvement in such acts was not altogether unknown or uncommon. They however often collaborated with other indigenous servants such as jassendars or cloth appraisers in the Company’s service and even with the head weavers to corner and coerce the weavers. Despite protest from the weavers, the activities of the gomastahs were often ignored or endorsed by the higher authorities who almost always shielded them from legal actions, contrary to what had been asserted by the Company in its regulations. However, when unchecked such activities of the gomastahs and other servants against the producers, proved harmful for the Company’s business. John Bebb, the Dhaka Resident provides a detailed description of such alliances and its impact. He informs in his letter about the

[S]trong and artful combination of the gomastahs, the inferior servants and the principal weavers of every district, all united by a common interest, in levying contributions upon the inferior weavers; that the receipts were divided among themselves and some servants of the sudder...that the exactions were made by means

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of deedars and principal weavers, a certain number of the latter of whom formed a committee, which they called the punchut. This punchut or committee, secretly in league of the gomastahs, who were too cautious to appear openly, rated the exactions and settled the distribution, the main body of manufacturers stood wonderfully in awe of them and humbly and silently submitted to their dictates...that exaction under various names have been made from the weavers time out of mind...they have been made ever since the change of system at this factory in 1774 by Mr. Barwell, they were made by the delolls previous to that period...from the time this factory was first established in 1705, undue exactions have been made...that they are much heavier in regard to the business of private traders and I conceive them to be one main cause why the prices the private European traders pay, exceed to much on many articles the price paid by the Company. 178

Thus the alliance between the gomastahs and the other inferior agents including the head weavers was not a new development during the period of study but was an association that had persisted from former times into the early colonial period. However it can be assumed that such collaborations gained tremendous strength as far as its coercive power was concerned, during the late eighteenth century by the virtue that gomastahs and other indigenous agents were the Company’s servants. As stated in Bebb’s letter head weavers were an important link with the rest of the manufacturers and such a connection was often taken advantage of by the Company servants. The control of the head weavers over the rest of the manufacturing population cannot be doubted. Besides a small population who were self-employed, most of the weavers were dependent on the head weavers for regular employment. Leonard Collings’ letter reveals the way in which the head weavers became an important link between an employer and the labour force. Collings’ states in his letter that the ‘[an] allowance [lokdamy allowance] is made to the head weavers who receive advances for those in their employ and for which they hold themselves responsible...it is at the rate of 2 annas

and 1 anna 6 pice for the middling romanls..."179 However, such alliance between the
Company servants and the head weavers lacked permanence as it was based on mutual
interest and tended to disintegrate if any one party suffered a loss. Head weavers who fell out
of such alliances due to various reasons later became leaders of weavers’ in their resistance to
the Company’s policies.180

Probably much more than the gomastahs and their allies it was the presence of the
peons in the daily lives of the manufacturers which brought the Company’s coercion literally
to the latter’s doorsteps. The regulations gave legal sanction to the peons’ constant presence
among the weavers. Although they were to be deployed only when the weaver failed to make
good his delivery181, but in practice the peons may have been present throughout the contract
or production period which is evident from several official letters and weavers petitions.
Henry Halsey, the Sonamukhi contractor in his letter justified the presence of weavers as a
requirement and stated that ‘from the great number of weavers employed in a coarse cloth
aurung spread through a very extensive district, many tagudgeers and peons are unavoidably
employed both for the purpose of seeing the weavers are not idle as well as to summon them
to the factory to settle their accounts or any other business of the aurung for which they may
be required. This has ever been the practice.’182 The presence of peons upon the weavers were
often justified by the highest officials as is evident from the Sonamukhi resident’s remark that

Fort William, 24th February, 1789.

180 Ibid., vol. 46, 4th January – 29th March, 1785. Soonamukhi Resident, R Gale’s letter to William Barton dated
Fort William, 18th February, 1785.

181 Article 3, Regulation of 31st August, 1775. Appendix I.

182 WBSA, BTC, vol. 29, 2nd October – 19th December, 1781. Henry Halsey’s letter to P. M. Dacres dated 25th
November, 1781. Fort William, 11th December, 1781.
‘peons have never been placed over the weavers without just cause’ Peons and sepoys presence was also intensified on the pretext of keeping a check on the manufacturers from selling cloth to private purchasers. Thus, sepoys and peons were reported to have actually patrolled day and night through all the sheds in the environs of Calighan (Malda). It is not known whether placing peons over the weavers during the production phase was introduced by the Company officials or it was an already established system which was conveniently adopted by the Company when they began trading in Bengal just as they had adopted the prevalent organization of production among other aspects. However the peons were not under the pay roll of the Company, but were hired by the dalals who worked for the gomastahs. These peons were paid by their employers but during the period of study the burden of their upkeep was passed on to the manufacturers. In their petition the Sonamukhi weavers lamented that 2 or 3 rupees were taken from each person towards the expense of the peons which was refuted by the resident saying that the rate at which the peons were paid was at 1 anna 9 pice per day. Whatever the rate of the peons’ upkeep, the fact that such expenditure was over and above the personal expenses of the manufacturers was very burdensome for them. From the numerous petitions by the Sonamukhi weavers, lamenting the great expenses incurred regarding the peons shows that they were really burdened by it. A weaver was sometimes

185 Chakrabarti, ‘Collaboration and Resistance’.
obliged to discharge the heavy expenses of the peons placed upon him for a considerable time before his case was brought up for hearing. However this also had adverse effect on the Company's investment because the weavers used the advances to satisfy these exorbitant demands (for maintenance of peons) and concomitantly purchased low quality thread for the Company's cloth.\textsuperscript{189} The peons were also instrumental in carrying out the disciplinary measures upon the producers at the behest of their masters.

Besides keeping an eye on the manufacturers and translating the Company's coercive policies into practice, the peons were also probably responsible for social isolation of the producers. For instance if any stranger entered the weavers village, the peons and sepoys would immediately apprehend and put him in the stocks and would not release him until a thorough investigation would prove that he had not come to purchase cloth.\textsuperscript{190}

Peons ensured the success of the Company's policies among the weavers. For instance the peons were responsible in ensuring that forced advancing did lead to procurement of cloth. They would even beat the manufacturers to make sure that they provided the cloth for which advance was forced upon them even if they were not known for manufacturing the Company assortments.\textsuperscript{191}

\textsuperscript{189} Ibid., vol. 15, 3\textsuperscript{rd} April - 26\textsuperscript{th} June, 1778. G. Hurst's letter to William Aldersey dated 17\textsuperscript{th} April, 1778. Fort William, 24\textsuperscript{th} April, 1778.
\textsuperscript{190} Ibid., vol. 52, 19\textsuperscript{th} September - 12\textsuperscript{th} December, 1786. Enclosure of a Bengal letter written by Rampersaut in J. Tombelle's letter to Mr. Dangereux dated 30\textsuperscript{th} August 1786. Fort William, 24\textsuperscript{th} October, 1786.
\textsuperscript{191} WBSA, BR Misc., vol. 83, 4\textsuperscript{th} - 28\textsuperscript{th} January, 1790. Enclosure in letter No. 44 from Collector of Dacca. Proceedings of Jaggut Jewun Aumeen deputed by Mr. Douglas to Duckensavagepore to enquire into the complaints of the weavers in that district, p. 489.