CHAPTER II

THE LAND SYSTEM IN MALABAR IN THE PRE- BRITISH PERIOD
The land tenure system of Malabar was more complicated in the Pre-British period than in Travancore and Cochin. They have been more feudalistic, with the large number of intermediaries between the original Janmi and the actual cultivators. Under a Janmi there had been generally one or more Kanakkars with one or more Verumpattam tenants under him, who in turn cultivate through agricultural labourers or directly by themselves and their dependants. In between there had been found a number of sub-tenants who were sub-lessors and who sub-let their holding to still smaller cultivators. It was usual, especially in North Malabar, to found three or four intermediaries between the Janmi and the tiller of the soil, all having different interests in the same piece of land. The Janmis had been the absolute owners of the land with the absolute proprietary rights in the soil.

During that time there were large number of tenures in which vast areas of land held by the land owners were parcelled as a result of the interaction of several factors such as economic, social, political and religious.1

William Logan argued that an attempt to write even short account of the land tenures of Malabar without any preliminary reference to the political organization which gave them birth, would be a sensible plan to attempt in giving an intelligible account of the law of real property in England without mentioning the feudal system and accordingly attempted to trace the history of the land question in Malabar from the earliest time dawn to the late nineteenth century in terms of its political organization.

He first showed that the organization of the State in the eighth and nineth century was by guilds or corporate bodies, having its distinct function to perform in the body politic, at the head was the Perumal or the emperor. Below him came a number of chieftains of the Nadus. Each Nadu being a territorial organization of the Nairs into six hundred, who were Kanakkars. A certain class, the Ilavar or Tiyyas were told of to plant up the waste lands and manage the garden. Another class the Vellalar (irrigators), were the cultivators of the wet lands.

2. William Logan was a British Officer, who was appointed Special Commissioner to enquire into the land tenures and tenants’ rights of Malabar in 1881.
The rights in land was hereditary and the holders therefore were entitled for their service to certain portions of the produce of the lands within the limits of their birthrights. Logan further argued that in a society thus organized, like a well-ordered household, there could not have been ownership of land in the modern sense. Stated differently, in the land system of pre-British Malabar, characterised by what, Logan also described as ‘corporate unity’ or ‘joint proprietorship’, each of the principal land right holders, viz. the Janmi, Kanakkaran, and Verumpattakkaran, was a part-proprietor, who, as a matter of customary right was entitled to one-third or an equal share of the net produce. The net produced was the share left over after providing for the cherujanmakkar or all the other birth right holders such as the village carpenter and goldsmith and the agricultural labourers who helped to gather, prepare and store the produce. The distribution of the respective share was done by the Kanakkaran. In ancient times Perumal might have also obtained a share of the produce. This is indicated by Logan’s observation that “the share of the produce left over after providing liberally for the cultivating castes as pattam, that is, the Pad (authorities)

share and this *pattam* was divided equally, share and share alike, between the *Janmi* and the *Kanakkaran* who had between them inherited the old government land revenue of Malabar.”

However customary practices played an important role in the method of distribution of land in Malabar. This was variously described in Malayalam language as *maryada, margam* and *acharam* which regulated every phase of the individual life in Malabar—the family conditions and constitution, inheritance and succession and various facets of agricultural relations especially the system of land holding. From time immemorial the relations of the landlord and tenants were decided by *kana Janma maryada* (rules concerning *Kanam* and *Janmam*, the agrarian law of the country). There were local customs, class practices and family customs in regards to land tenures.

The Aryan Brahmans (Nambudiris) after their advent in Malabar in the early centuries of Christian era began to exert great influence on

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the economic life of the people. They built large number of temples which became the centres of all activities. Emperors, Rajas, Naduvazhis and Desavazhis used to build temples and bequeath vast landed estates for their maintenance.\(^9\) When temples increased in number in course of time, a major portion of the landed property came in the hands of the assemblies of Brahmins.\(^10\)

Concentration of property in the hands of the Brahmins resulted to donate most of their lands to temples in order to secure spiritual solace and also to get exemption from land taxes. Much of the private property in Malabar was thus converted into the temple property or Devaswam. Generally when a gift was made, the deed used to specify the names of the persons in whom the right to cultivate the land should be vested. Usually, the “Karaima”\(^11\) or the right to hold these temple property was held by the grantors themselves.\(^12\)

\(^9\) Elamkulam P.N. Kunjan Pillai, op.cit., p.24.
\(^10\) Ibid., p. 27.
\(^11\) Grant of temple lands on service tenure is called Karaima. B. A. Salatore, Ancient Karnataka, Poona, 1930, p.79.
\(^12\) Ibid., p.29.
Eventhough the *Nattukuttam* (Direct Assemblies) *Urkuttam* (Provincial Assemblies), *Naduvazhi's*, *Koyil Adhikaris* (the direct representatives of the Perumal), exerted control over the *Urala samiti*. In course of time that control had been relaxed. Several rules and regulations were being framed to prevent the *Urallars* from usurping the rights of the *Karalars* and from converting the *Devaswams* into *Brahmaswams*. The power and prestige of the Nambudiris increased as the wealth had flown to them from all quarters. The *Nattukuttams* and *Urkuttams* began to support the *Uralars* because the influential members of these assemblies were also the members of the *Urala Samities*.

At first the *Uranma* right was not hereditary but later on it turned to be so and the *Karaima* began to be absorbed by the *Uranma*. This resulted in the apportioning of the temple property between the members of the *Urala Samiti*. When the same Brahmin had the *Uranma* rights in the properties of more than one temple they began to exchange,

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13. The administration of the landed property of the temples was vested in a body of Brahmins known as *Urala Samithi*.
14. Brahmin managers of temples is called *Urallars*.
15. The right to hold the temple properties by the members of the *Urala Samiti* or *Uralars* was known as *Uranma*. 
buy or sell these rights. This mode or disposal was known as

vechumara.\textsuperscript{16}

Janmam, the sanskritised form of the Dravidian phrase

nirattipperu, that is, birth right acquired by coming into contact with the

nir or water or water-contact birth right, was one of the popular kinds of
tenure which entitled the holders of land to collect his share of the produce
of the land and on which no payments were levied by the Raja at all.\textsuperscript{17}

Of the origin of the Janmam rights, the Keralolpathi says – Parasurama
created Malayalam, the Keralabhum and gave it as a gift to the Brahmins
of the sixty four grams. The gift of flower and water given to the
sixty four grams together for their enjoyment is called Janmam.\textsuperscript{18}

Afterwards he gave the right called Rajamsam to 3,600 Brahmins of ten

grams by pouring water on the sword. They can put their fingers in
water and say this is my Janmam, but the others may not put their fingers
in water and say the statement ‘this is my Janmam’, they have only
enjoyment.\textsuperscript{19}

\textsuperscript{16} P. Radhakrishnan, \textit{op.cit.}, p. 30.
\textsuperscript{17} \textit{Travancore Archaeological Series}, Vol. II, Pt. I, pp. 60-85.
\textsuperscript{18} \textit{Ibid.}, p. 27.
The ancient records do not make mention of the term, ‘Janmam’ to denote proprietary right of the soil instead, other terms as ‘attipperu’ and nirattipperu do occurs. Scholars had different opinion about the term ‘attipperu’. H.H. Wilson thinks that it is a freehold property. Where as for Hultzsh, “it is alienation of rights”. Vanjeri Grandhavari gives the earliest recorded document on attipperu. From there it can be inferred that the term ‘Janmam’ acquired association with land only during medieval period particularly, between the fifth and sixth centuries.

The right conveyed by it was not a freehold or an allodium, but an office or dignity with a fixed share of the produce of the soil. The Nambudiris who migrated to Malabar in large numbers and as an organized body in the seventh and eighth century and who were received with open arms by the Perumals, managed to obtain commanding

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influence in the region precisely at the time when the Perumals threatened by the Western Chalukyas.\textsuperscript{25} \emph{Janmam} was in the sole gift of the Perumal, explains how the Nambudiris became large \emph{Janmis} even at an early stage of the evolution of the land system in Malabar. From the time, the last Perumal left the chieftains who remained almost without any change of limits in their respective \emph{Nadu} did not confer on themselves the prerogative of creating \emph{Janmam} – holding - a prerogative which had belonged to their emperor alone. But, of their weakening of this power after the Portuguese advent led to the creation of numerous pseudo-\emph{Janmams}. This might have further helped the Nambudiris to emerge as the predominant group of \emph{Janmis}. The \emph{Janmi} did not cultivate the land which came under his possession, but leased it out to others and further different tenures were thus created. It follows that between \emph{Janmi} and agricultural labourers there were numerous intermediaries.

Thus, not only the owners of the land had powers over the mechanism of production, but also holders of land enjoyed the same privilege. The intimate relationship between the ownership and control

\textsuperscript{25} M.G.S Narayanan, \textit{Political and Social Condition of Kerala under the Kulasekhara Empire (800-1124 AD)}, University of Kerala, 1972, p. 44.
was an important feature of medieval societies and Malabar was not an exception to it.26

The question of ownership of *Janmam* still raises a number of controversies, as the *Janmam* is the key element to understand ancient land law. Genevieve Lemercinier endorses the opinion of Francis Buchanan, who states that only Nambudiri would have owned *Janmam* and that they leased it as *Kanam* to Nair families. These families did not always farm the land themselves but leased it on to farmers or to employed workers on their fields.27 Alexander Walker had the opinion that anyone who had a sufficient amount of money available was able to gain ownership of *Janmam*.28 Innes and Evans also emphasis that the Nairs could be both as owners of land (*Janmakaran*) as well as leaseholders (*Kanakkaran*) the *Janmis*, who then included Moplahs, and Tiyyas in their number as well as Nairs and Brahmins as being infact in the position of landholders, and *Kanakkars* 29 in the position of the tenants.

Kathleen Gough claims that one could sell free not only the rights of Janmam but also those of Kanam. The local kuttam had to give its consent to a transaction before it could be considered legally binding. Thus a Kanakkaran could not be forced into giving up his Kanam as long as he had the Kuttam on his side. According to Gough, it was not unusual in Northern Malabar for Nairs both to own land and to farm it themselves, and thus to be scarcely dependant on land owning Nambudiris at all.\(^{30}\)

Beneath Janmam was Kanam, the right to supervise or protect all the inhabitants of the particular Nadu wherein the land lay. Though socially subordinate to the Janmi, for this service the Kanakkaran enjoyed a fixed share of the net produce of the soil equal in amount to that enjoyed by the Janmi.\(^{31}\) In other words, like the Janmi, the Kanakkaran was also a part proprietor of the soil to the extent of one third of the net produce (including the right to sell, subdivide and sublet his holdings). In theory he was never a fixture on any particular piece of land, for he was the

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hereditary protector of his Nadu and not unless under special grants the hereditary protector of any particular bit of it. In practice, however, he was permanently attached to his holding, as the Janmi would not dare to out set him for fear of spreading insecurity and discontent among the Kanakkar who remained. On this point William Logan has quoted the views of Rickards, the second of the principal Collector of Malabar, that it was, indeed the interest of the Janmis to treat them (Kanakkar) well, for they were not only the chief means of providing the Janmis income, but composed his retinue of armed followers, a dire need to his consequences and weight on the aristocracy. On this part, the Kanakkaram was, however, free to transfer his services to anyone who else who suited him better. If he relinquished his holding he was to be paid for or allowed to sell any improvements he made upon it and his position as a number of the protecting caste made it very difficult for the Janmi to refuse such payments.

33. Ibid., p. 94.
Kanam had a specific function to undertake in the actual process of cultivation. It had the characteristics of lease and mortgages. The tenant was given undisturbed possession of the land of twelve years and had to be reimbursed of all unexhausted improvements when evicted. After twelve years possession it could be renewed by paying renewal fees. Those who possessed vast areas of landed property in Malabar were the Nair chief as Samanta which was controlled by Madampis and Naduvazhis for centuries. In this condition the number of Nair Janmis increased in Malabar by leaps and bounds.

The renewal of Kanam was considered a prerogative inherent in Janmam rights. If the Kanam tenant (Kanakkaran) advanced a further sum of money and was entitled to deduct from the rent, the interest on money so advanced, this advance was called puravaipa. In certain cases, when the tenant was unwilling to make the advance, the landlord turned to a third person and would accept melkanam or melcharth on condition that he would transfer the land to him after terminating his contact with

his earlier tenant. The land was entitled to *polichezhuthu* (a renewal fee) each time a customary period of tenure expired and this practically amounted to an enhancement of rent. Four kinds of fees were collected from the tenants as renewal fees. This deed was equivalent for the tenant profit named *Chirlabham* which he was supposed to receive from the lands. It was customary on the part of the tenants to make annual payments to the landlord. The most notable of such payments was *michavaram* or the rent fixed at the time of the transaction of land.

The tenants' share in the land was usually, one third of the net produce and it was given mostly as kind in the northern Malabar in the *michavaram* system. The landlord took what sum they could persuade or compel their tenants to part with. The relation between the landlord and tenant was based on *kana janma maryada*.

The tenures involve both mortgage and lease. Leases may be either temporary or perpetual (*sasvatham*). Temporary leases were

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41. The proprietor's rent of *Janmi* property after deducting the interest of the *Kanam* or money advanced by the tenant is called *michavaram*.
classified into Verumpattam and Kuzhikkanapattam. Verumpattam was the most prominent among them. It was the most usual form of landholding during that time. Most of the tenant cultivators belonged to this class under the title Verumpattakkar or kudiyan. Under this a particular land was given on lease for a year only. After deducting the cost of seed and cultivation, the whole of the estimated produce of the land was payable to the landlord. Here, the tenant (Kudian) was just a labourer, subsisting on wages and can be evicted at will by the Janmi. In certain cases one third of the net produce after deducting the cost of seed and cultivation was reserved for the Kudiyan and the rest went to the Janmi. Whereas in other cases two year’s rent called muppattam was paid in advance at the commencement of the tenancy as security, for the annual payment of rent which will be refunded at the expiry of the lease.43

Verumpattam was the holding of the actual cultivator under the Kanakkaran prevailed in those days. In many respects the Verumpattakkar was socially subordinate to the Janmi and

Kanakkaran. Not withstanding that, he was also part proprietor to the extent of one-third of the produce (including the right to sell, or sublet his holdings and to payment for improvements when he relinquished his holding). Probably the VerumpattaKKakar were originally drawn from the Nairs as Vellalars, irrigators or cultivators of wet land, in addition to their own peculiar function as Kanakkar, and from the Tiyyas as cultivators of the waste and garden lands.\footnote{Francis Buchanan, \textit{op.cit.}, p.366.}

This tenure embracing leases generally given for wet lands with their currency limited to one year. This is also known as Verumkari or Verumkozhu. Munpattam, Talapattam and Kozhukanam or Kuttikanam were different varieties which fall under those groups. In all these leases, the tenant generally deposits with the landlord a sum of money equal to, and sometimes greater than, one year’s rent as security. As a rule, no fee (suchi) was paid to the lessor, but in the case of what is called pandara pattam lands,\footnote{Lands belonging to the Rajas is known as pandara pattam lands.} a fee was paid by the lessee annually at the rate of one rupee for every para’s seed area. By the payment of this fee, the lessee acquires a right to hold for twelve years.\footnote{Para is a measuring unit which usually contain ten ser. One ser is equal to that of 1.25 kg.}
Kuzhikkanam or Kuzhikkanapattam was another tenure by which a landlord lets out dry land or parambu to a tenant on condition of the latter’s planting out the waste portion of the ground and paying a stipulated rent to the landlord. The lease runs for a period of twelve years ordinarily, but neglects to cultivate or denial of the landlord’s title forfeits the tenure. Perhaps he paid a fee of two fanams on entry, but that was more as an act of fealty than as recipients for the privilege of possession. At the end of this period he was paid at customary rates for the improvements made by him, in terms of the shares due as pattam, before the customary law regulating the distribution of the produce came into operation. William Logan’s reference to this tenure is too brief. This was probably because of its interim nature. Once the sharing of the produce was began, it automatically became one of the principal tenures, presumably the Kanam.

The Kuzhikkanam farmers made improvement on the land for which they were entitled to receive compensation on the expiry of his

47. The term is derived from the Dravidan term Kuzhi and Kanam meaning ‘pit’ and ‘money’ respectively. See William Logan, op.cit., Appendix XIII-CXCVIII.

48. The former originally applying to entirely waste land, and the latter to a piece of ground partly cultivated and partly uncultivated, but now indiscriminately applying to both sorts of land.
term. The farmer was required to pay a stipulated rent as well as to plant new trees. This type of lease was used to bring waste land under cultivation in all parts of Malabar. As one Veppolakaranam deed of 1581 reveals, Kuzhikkanam was apparently fixed according to the custom of the village. Landlord either renewed the deed or gave the land to a new person after giving the compensation for the improvements the farmer had made on the land.

Forest lands cultivated with paddy periodically used to be let out on the understanding that at a time of harvest the tenant should go to the landlords with presents reaps the crop in the presence of an agent and divide the produce between him and the lord. Kuzhikkanam tenants were not supposed to give any advance or tax to the lord and no rent was paid in the north Malabar in the initial years of cultivation which involved high cost and hard labour on the part of the tenants. It was to encourage them to undertake cultivation.

50. The tenant had the right to get compensation for three kinds of improvement at the cost of his labour. They were kuzhikur, chamayam and vettukanam. Kuzhikur is plantation of new trees bearing fruits. All the fixtures like wells is known as chamayam. Vettukanam in actual telling.
52. Johnsy Mathews, op.cit., p.98.
There were also perpetual leases of different types. *Saswatham* leases were perpetual leases. They do not require renewal and tenure either for the life time of the lessee or until failure of heirs. The properties held under these tenures were enjoyed perpetually by the holders thereof. Grants were made in the form of perpetual leases either for consideration or for services rendered or to be rendered. A few of them are the following. *Atima* or *Kudima* was one among them and came under service tenures. In this case a piece of land was handed over in perpetuity to the grantee either unconditionally for certain services. Persons engaged in certain specific work in the villages were not given salary; instead they were remunerated by a piece of land for instance the village artisans such as *Thattan, Asari, Kusavan* and *Chaliyan* were protected in this way for division of labour in the society.\(^{53}\) As a symbol of the recognition of the property right of the land lord, a nominal fee was paid annually to him. In general this tenure was called *viruthi* which means livelihood. Meanwhile, that the land was granted to low caste\(^{54}\) termed as *kavel atima*.

Anubhavam was another prominent lease. In certain cases a little dignity would be conferred on some one for honouring that person. If the land was granted to a high caste Brahmin, it was called sanatibrahmaswam while the land grant to a high caste non-Brahmin was called anubhavam. The holder of anubhavam cannot be dispossessed, and the right is hereditary; but if the grantee or any of his descendants die without heirs, the land reverts to the Janmi, and on the succession of heirs the Janmi was entitled to Purusantharam. In some instances a trifling payment of one or two fanams was made by the grantee to the Janmi in token of acknowledgement of proprietorship. The hereditary grant of anubhavam of the purapad, or residue of purapad after deducting mortgage interest, which remains in the hands of a mortgagee, was sometimes made to the mortgagee himself, or to some other person connected with the land to whom the mortgagee was required to pay it.

Karamkari or Janmako zhu was third type of lease prevailed at that time. A nominal fee was ordinarily payable to the Janmi on

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55. Bhattaviruthi or Adhyana Viruthi are examples.  
56. Purappad is the net balance payable to the Janmi. C.A Innes (ed.), op.cit., p.309  
acknowledgement of his title, in which case it was called Karamkari or Janmakozhu. When the proprietary title was vested in a pagoda or temple the grant would be made for future services. The tenants in the northern parts of Malabar had only a little interest in property which at death would revert to the proprietor.\(^5^8\) Except where the land granted for special services, an annual rent was payable under this tenure.

_Karaima_ mode of tenure consisted in the grant of land to temple servants for performing certain offices also existed.\(^5^9\) Under _Karaima_, tenants were not liable to be ejected. But in case of default on the part of the tenant which would have caused the employment of another person to do service in the temple, the land would be resumed. The _Karaima_ tenant could enjoy the entire produce from the property as long as he was willing to do service to the temple and the landlord did not part with the proprietary right over the lord. The tenant had to pay a nominal amount of two _fanams_ to the landlord as a mark of his allegiance to the latter.

\(^5^8\) C. Ramachandra Aiyar, _op.cit._, p. 47.
Arijanmam\textsuperscript{60} was another kind of tenure whereby trustees of the temple granted some land to a person who had the obligation of supplying a fixed quantity of rice for nivedya (offering) in the temple after the usual offering to the deity the tenant was allowed to take back the cooked rice for his own use. Besides these there were Achandrarkam and Vaga. Achandrarkam (so long as the sun and the moon last) and Vaga were also permanent grants. Grants under any of these forms were said to be resumable by the grantor on failure of heirs in the family of the grantee.\textsuperscript{61}

Likewise there were different kinds of mortgages existed during that time. One was Chundipanayam. Under this tenure the land was pledged for the repayment with the interest for the amount advanced.\textsuperscript{62} Kozhurokapanayam was another term that was also prevalent. Major Walker explains other system as Kettivadakapanayam. According to him it was usufructuary mortgage in which the mortgager remaining in possession till he makes default in payment of interest.\textsuperscript{63} The lender

\textsuperscript{60} The term Arijanmam consists of two words Ari and Janam meaning rice and right on land. The term signifies land due to the offering of rice.

\textsuperscript{61} Lewis Moore, Malabar Law and Custom, Madras, 1905 edn, p. 196.

\textsuperscript{62} The term panayam used above or in connection with Chunti or Thodu means a simple mortgage it usufructuary it is called Katipanayam or Kaivasapanayam.

\textsuperscript{63} Major Walker, Report on the Tenures and Forms of Transfer of Land in Malabar, 20th July, 1801, Calicut, p. 23.
did not get the possession of the land nor could he interfere in the
management of property.

*Todupanayam*, another kind of mortgage in which the mortgagee
got the right to take possession of the mortgaged in case of default of
payment of interest as agreed in the deed of *Karaima*. 64

*Karipanayam* and *Unduruthipanayam* were other forms of
mortgage. *Karipanayam* was an usufruct or part thereof of the property
in lieu of interest. Whereas *Unduruthipanayam*, the principal debt was
liquidated 65 by the surplus usufruct after payment of interest only.

*Otti*, another mortgage was described as an usufractuary with
possession and the mortgagee enjoying the entire produce of the land
and the landlord merely retaining the proprietary title and the power to
redeem, but mere *Kanam* free from payment of rent will not make it an
*Otti*. 66 In the right of pre-emption which the *Otti* holder possesses in
case the *Janmi* wishes to sell the premises and in the amount secured

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64 Graeme, *op. cit.*, p. 1510.
65 *Unduruthipanayam* was a mortgage with possession the surplus produce not being
paid to the landlord but earned to his credit.
being so large that, practically, the \textit{Janmis'} right was merely to receive a pepper corn rent.\textsuperscript{67} The right of pre-emption includes the option to make further advances as well as the right of continuing to hold as mortgagee in preference to others. Hence an agreement with a third party to redeem the \textit{Otti} on payment of the mortgage amount was invalid.

In the \textit{Kaipattu Otti} tenure, the landlord passed before he made up his mind to execute a deed of final surrender.\textsuperscript{68} In \textit{Kaipattu Otti} transaction cash was used. The use of \textit{putupanam} in some documents reveals that fact.\textsuperscript{69} The mortgagee obtained the possession of the \textit{parambu} but not the complete ownership. The amount advanced was almost the value of the land. The mortgagee, had no right to cut the trees or cremate the deceased on mortgaged land.

Under \textit{Ottikumpuram} tenure, the landlord was in need of a further loan, the mortgagee advanced a further amount to the landlord and assumed two third of the \textit{Janmam} rights\textsuperscript{70} and dispossessed the original

\textit{Janmakkar}.

\textsuperscript{67} \textit{Malabar Tenancy Act}, op.cit., p. 30.
\textsuperscript{68} William Logan, \textit{op.cit.}, Vol. II, p. CXXXI.
\textsuperscript{70} \textit{Travancore Archaeological Series}, Vol. VII, Pt. II, p. 32.
When the landlord wanted to take another loan of over and above twenty percent on the *Kaivittu Otti*, he executed another deed. This was called *nirnmutal* in northern Malabar and *kutimanir* in Cochin. The landlord, thus lost seven eighth of his authority on the *parambu* which went to the mortgagee.

*Perumartham* tenure, another kind of a transaction under which the land was mortgaged for its full value and can only be redeemed on payment of the full market value at the time of the redemption, the tenant having the benefit of any raise in value. The landlord retained only the title of *Janmi* and when he wanted to get it back, he had to pay the actual market value.

*Janmapanayam* was the another kind of mortgage. Under *Janmapanayam* tenure the landlord beyond surrendering the usufruct, mortgaged his *Janmam* and relinquished the power to redeem it. He had nothing left in him but the nominal right of proprietorship. The last and final deed of completing the sale and transfer of the full free hold to the purchaser was known as *attipper*\(^1\) or *attippettola*. The inscription

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\(^1\) Absolute alienation of *Janmam* land is known as *attipper*. Ruling Chieftain, Kaimals, etc. were present at the time of *attipper*. *Travancore Archaeological Series*, Vol. VII, Pt. II, p. 58.
of Sthanu Ravi records purchase of land with libation of water. This reveals that *attipperu* existed in ancient times and other tenures developed later.

The forgoing account throws light on the various ways of land transactions intent on the effective system of cultivation. There were innumerable intermediaries placed in between the *Janmi* and the agrestic labourers who were the primary producers. These intermediaries included peasants who were called substantial farmers as they had a few families of agrestic slaves staying in the property they held and always at their beck and call. They had their own agricultural implements, draught animals and hired servants to supervise the cultivation. There were also peasants who came in after paying considerable sums of money to those who wished to bring wasteland under cultivation. They formed a very large section of the middle class peasants of Malabar.

The distinctive characteristics of ancient system of landholding in Malabar may be briefly summarised as follows. The *Janmam* right in Malabar was originally in the hands of a limited aristocracy; the temples, *Travancore Archaeological Series*, Vol. II, Pt. I, pp. 60-85.
the Nambudiri Brahmins, the Rajas and petty chieftains were the only owners of land. All other persons held on a derivative tenure. The Janmi rarely engaged himself in the active business of cultivation; a considerable portion of the land was in the possession of tenure-holders and the grant of lands on different tenures was recognised as a customary mode of enjoying them by well-to-do families and, in consequence, it did not require necessity or consent of junior members to validate it.

Secondly, there was tenacious attachment to the ownership of the soil which accounts for the customary law prescribing with minute particularity the rights of the several classes who possessed interests in land. The incidents of the tenures were of a highly equitable character and land afforded the safest form of an investment. Thirdly, the greatest freedom in the transfer of rights in land obtained in Malabar. Every holder of land had a right of transfer. The tenant had the right to sell or subdivide or sub-let his holding without reference to the landlord. Fourthly, the usual form of mortgage was one that could not be foreclosed and it conferred upon the mortgagee no right to demand a sale; nor could

73 Report of the Malabar Land Tenures Committee, para. 103.
the mortgagee resort to any other property of his debtor nor arrest his person. Fifthly, in ancient times, there was no such thing as land tax in Malabar. It had its origin probably in Kavali, a tax for protection, and did not imply a negation of the Janmis proprietary rights. Lastly, free distribution of property was hampered by the peculiar social condition and laws of inheritance which restrict partition and alienation.

Though William Logan's description of the three-tier land system clearly brings out his contention that in pre-British Malabar property rights were imperfectly developed and regulated by customary rights, it need to be emphasised that it had certain limitation. It did not explain the co-existence of a two-tier land system as, well with Janmam at the top and either by Kanam or only Verumpattam below it, nor did it explain the complexity of Kanam and Verumpattam rights, with each having a multiplicity of sub-tenures. More importantly, even in its imperfect form, whatever advantages the land system held out were virtually confined to the Janmis and the Kanakkar and did not percolate the other groups to any significant extent. In relation to these groups the land system was highly oppressive and exploitative-a point which William Logan did not
emphasis adequately. This was so mainly of two reasons. First the pyramidal structure of the land system with each Janmi having a large number of Kanakkar under him, and each Kanakkar having numerous Verumpattakkar, apart from the numerous under tenants in the last two groups. In such a structure equal distribution of the share of the produce to the three principal groups, as mentioned by William Logan, would not have resulted in equality in the total produce received by each. The Janmi received an equal share from his Kanakkar. The Kanakkar received an equal share from each of his Verumpattakkar. But the Verumpattakkar received only his single share. Secondly, the privileges and prerogatives which the Janmi and the Kanakkaran enjoyed by the virtue of their superior status in the land system apart from the status of the former as undoubtedly Lord Paramount over all the occupants of his Janmam holdings, and of the latter as matter of all the lower classes settled on his holdings. In addition to the share of the produce of the soil, the Janmi was also entitled to various ranks and dignities of sorts. He was sometimes commandant of the militia of the Desam (Hamlet); he was perhaps invariably at first, a man of authority in the protector guild of Nairs, he was often the buntees of village temples. Because of these,
and other privileges and prerogatives, the price of the empty name of 
Janmi was estimated as worth exactly half the producti
vness of the land to the Janmi was valued. The Janmi could use these privileges and prerogatives as a means of social closure to perpetuate his social domination and the subordination of the groups below him, especially the lower ones.