INDIGO

The cultivation of Indigo began in Nadia towards the close of the 18th century. R.C. Birch, Herbert Harris and Peter Toughe were the pioneers in this field. The ryots reacted to this new phenomenon with an open mind. Distressed as they were, they were allured by the cash money offered them in advance. Many apprehended that the canals connecting the factories with some rivers or large reservoirs of water might over-flow in the rainy season, thus damaging their huts and crops. The Talookdars and farmers of revenue were all hostile at the beginning. They tried to prevent the ryots from taking advances and obstructed the construction of factories. Early in 1788, the Collector of Nadia replied to a complaint made by R.C. Birch who was planning a number of factories in the district: "I have issued a perwana to the Head farmer (of Parganah Anwarpore) directing him to leave the ryots to act as they think proper and to take care that none of them are by any means prohibited either by himself or any of his dependants from accepting of advances for indigo should they be so inclined."

The ryots were responsible to the farmers for rents as the latter were to the Government for revenue. So the Collector thought that the ryots should be left to themselves to produce whatever they liked. Biswanath Acharya and Gour Mohan Acharya, Talookdars of Terf Buzoory Gurgurry petitioned to the Collector twice, the first in 1796, and again in 1803, against Mr. Arnolt. In 1796 they stated: "If an Indigo factory was built there no persons of credit would remain in the village and by increasing the 'Khaal' (canal) the grain would be destroyed and cause the revenue of the Government to fall." They added in 1803, "Mr. Arnolt had
forcibly erected a factory at the village and in consequence none of my ryots will remain." The Talookdars were hostile for they disliked the insolence of the Europeans and feared diminution of their importance in the eyes of their tenants. But the Rajas of Nadia had no such consideration, and willingly granted pattas to the planters for the assured, regular and enhanced rents from the lands leased out.

Indigo cultivation initiated by Birch, Harris and Touchet quickly spread to the different parts of the district. In 1798, at least 19 Europeans were residing in the district to look after their factories. Besides, there were planters in Jessore who had their factories and cultivation extended to Nadia as well.

The key-stone to whole fabric of Indigo production was the system of contract and advances made to the ryots on the basis of contracts. The Indigo Commission in 1860 tried in vain to find out how and when exactly the advances were first taken out by the ryots. No one could be found, who remembered to have taken advances himself, and it appeared that in most cases the ryots' fathers or grandfathers had received the advances. Copies of contracts furnished by the indigo planters themselves and found in the Record-room of the Nadia Collectorate enable us to study the importance of the early contracts in the future development of the industry.

Mr. Jennings of Jinggaatcha (Jessore) factory sent a copy of the contract entered into by his ryots to Mr. Christopher Oldfield, Judge and Magistrate of Nadia. The contract shows that the ryots agreed to sow indigo within the months of February, March and April, remove the weeds as necessary, cut the indigo plants with the permission of the servants of the factory, deliver the plants to the
vats and receive price at the rate of ten bundles per rupee. If there was any negligence on the ryot's part at any stage from sowing to cutting of plants, he was to give a penalty of rupees four per bigha. The contract further bound him not to take advances from any other factory and to manage his cultivation properly, failing which he would be liable to a fine of rupees ten per bigha. After the first cut of the plant, the stems were left to grow for a second cut in the future or for seeds. The planter had the option to cut the plants for the second time or to allow them to grow for seeds.

In his letter to the Judge and Magistrate, Mr. Jennings stated: "Innumerable are the ryots who disagreed every solemn engagement, who after receiving their advances first perhaps refuse to sow their grounds, and afterwards if sown refuse to weed their indigo - the latter descriptions are numerous, and by which the indigo is in danger of perishing in the jungle, lost to their own interest as well as to mine although weeding money is always ready to be advanced to all who apply for it to remove any plea of poverty the ryot might assume as an excuse for his not weeding. Some actually refuse to weed and send me words 'they will not weed their indigo regardless of the consequences', in spite of all the admonitions that can be urged, aggravating the matter by insulting and abusing my 'chaprasis' and people in the discharge of their duties". The planter sought the intervention of the Magistrate and requested him to issue perwanas to the ryots "to fulfil their indigo engagements by sowing, weeding and properly managing and delivering the same when required, so that no loss falls upon the planter through their neglect. It may leave the
desired effect and eventually benefit both planter and ryots reciprocally, as the more indigo the farmer delivers the more money he gets and the more indigo the planter receives the more of money he pays which is his object in the manufacture."

Another factor, H.H. Harrington of Dootoocolly factory complained to the Judge and Magistrate of Nadia on 11th January, 1799 against the ryots of Rochledanga of Parganah Mittyara: 6. "The ryots refused to attend at this factory to settle their account per advances received from me for indigo plant, notwithstanding an express article in their agreement voluntarily entered into by them to this intent, of which I have also the pleasure to enclose a copy, having a separate one with them on similar terms. I have sent them repeated messages since October last, which at first they noticed by desiring to be allowed a month to collect sufficient money to repay their balances. This I readily complied with and even added indulgence to two months, but this, I am sorry to say, seems to have been a new feint to delay settling with me, for they now not only decline it but insult the persons I send to them to endeavour to convince them of the folly of their conduct in persisting in an opposition which, they must be sensible, is so very unjust. I have told them I shall be obliged to have recourse to the Addalat if this warning does not have the required effect..... It is contrary both to my intent and intention to be harsh to the ryots if I could possible avoid it, as it might alarm them in other villages and prevent their again engaging with me for plant, but prudence on the other side of the question requires this example to be reached, for otherwise, it might be a temptation to others to
follow it, to elude the performance of the engagements." The planter was prepared to settle matters with his ryots in an amicable manner and requested the Magistrate to direct the Commissioner at Maherpore to expostulate with the ryots on the impropriety of their conduct. The account of the ryots of the village Rochledanga for the year 1798, furnished by H.H. Harrington, shows that the balance of the year 1797 was regarded as the advance for 1798 and to this were added the prices for seeds and charges for bullock-carts. Nothing was offered in cash in 1798 and after the prices for the first cut of the plants were adjusted, the balance for 1798 much exceeded that of 1797. The planter stated at the end of the letter: "should any dispute be made in regard to the accuracy of the accounts, I can prove every pie of it to be strictly due, for, I make it a rule to keep the ryots' accounts myself and to prevent any improper charges on either side, as also for the satisfaction of both parties, every one has in a 'hath chitta' a copy of his account in English and Bengali".

The above two letters show how the contracts and the system of advances were working in the very first decade of the indigo cultivation. The ryots who entered into the contracts soon realized their inability to fulfill the terms of the contracts and so desperately defied the contracts and resisted the pressure put upon them. Had the planters been quick in realizing their dues according to the contract, much trouble might have been saved for the future. But then that would have put an end to the whole indigo venture. The planters allowed a long rope to ultimately enmesh the ryots and tighten their hold upon them as and when required.
The numerous obligatory clauses in the contract and the penalties annexed to them for non-performance show that the ryots could never come out of the contracts once they entered into it. The clauses also prove the utter greed for money of the planters, and frauds perpetrated by them against the illiterate peasants who would never voluntarily and knowingly sign such contracts. The responsibility for all the future disquiet in the indigo production was wholly and solely of the planters who were persons "intent only upon making money" and 'had no traditional restraints or enlarged views'. In later days the ryots were repeatedly charged with "intrigue, chicanery and fraud by the planters and the Government as well. But the original sin and the frauds of the planters remained unnoticed. The frauds ascribed to the ryots must be regarded as the defensive reaction against the naked exploitation by the early planters. The exploitation started at a time when the external relations of the factories, such as the machinations of the rival factors, had not posed any serious problem. The instigations of the rival factories and the Zamindars, and the crisis relating to the organisation of Capital and market merely deepened the conflict which was the creation of the planters themselves. The way the accounts were maintained, as the factor of Dotoocolly claimed, would exonerate the Indian servants of the factories from the charge of villainy. The days when a 'dewanji' could produce the factory accounts from his loins had not yet begun, though the 'amlas' were quick to take over the task of cheating and oppressing their country-men to satisfy their masters. The circumstances and systems created by the planters offered the Indian servants an opportunity to make money which they utilized to their full advantage.
In the second decade of the Indigo cultivation, the district witnessed rapid increase in the number of factories. In 1809, there were at least thirty-six European planters in the district superintending their works at thirty-two places. Besides, there were Indian Zamindars and other Indians like Joseph Barretto who had extensive indigo manufactures. Of the thirty-six Europeans fourteen belonged to French nationality, one each to Norwegian and Italian and the rest to British nationality. The speed at which the factories were multiplying was regarded by the old and established planters of the country as a great threat to their own concerns and profits. In a petition to the Governor-General in February, 1801, Mr. Fletcher and 12 other proprietors pointed out the gravity of the situation created by the indiscriminate building of factories by the new-comers and sought for "restrictive regulation" to prevent such encroachments. The special circumstances of Indigo cultivation, they argued, required special protective laws. The petition stated:

"In other branches of Commerce an individual may withdraw his capital and employ it at interest, or in some other speculation, if he finds the trade he is engaged in become unprofitable by too great competitions. But when indigo works are built too near to each other, there is no remedy but in one of the parties abandoning his works and entirely giving up the capital laid out in them, a sacrifice that can not be expected to be made, the interference is fixed and lasting, and can only be prevented by a restrictive regulation of Government.

"With respect to the cultivation of indigo plant, we feel no hesitation in declaring that experience has proved the situation of the ryots where the interference we complain of has occurred to be much worse than that of other ryots, where there has been no competition both in regard to their circumstances and their morals."
"When works are built too near to each other, the ryots are
tempted by offers of money to take advances from the native servants
of both factories without the means of cultivating for both. This is
commonly kept secret until their labour is required, at the same
moment to weed the plant for both factories. They are then unable
to perform their engagements to both, and in their competition for
labour, the plant is frequently neglected and lost. It is common
practice for the ryots to take advances for the produce of their
lands from one factory in their own names, and to engage the same
land in the name of one of their children to other factory, and
when the season for cutting the plant arrives, there is a contest
between the servants of the two factories for the crop which usually
commences with violence and terminates with prosecution in the
Criminal Court of the Zillah. It is difficult to describe to your
Lordship the scenes of knavery and chicanery that such an inter­
ference produces between the ryots and lower native servants of the
manufactories; and the vexation and loss it occasions to their
employers. The fact however is that the manufacturers are dis­
appointed and the ryots harassed, and it is no uncommon thing for
the latter to abscond and abandon their lands to avoid being prosecu­
ted for advances they had taken and misapplied. When no interference
takes place, the same temptations for dishonesty and fraud do not
offer and the ryots remain industriously occupied in cultivating
their lands for the maintenance of their families and with advan­
tage to the country and their employers."

The Government, however, rejected the planters' plea for
restrictive regulations. In 1804 the Court of Directors enunciated
the principle of non-interference in the relation between rival factories. The Government considered the indigo trade in all its branches as one that was best left to regulate itself. Its prosperity would be best secured "by leaving every one to prosecute and seek the fair advantages obtainable by his own exertion and the influence of his character, or if necessary, to defend his own rights by recourse to the regular Courts of Justice."

It appears, however, that the thirteen planters had overdrawn the picture. At the opening of the 19th century affrays at the instigation of the rival factories were not very frequent. Disputes generally resulted in injuring the rival factors' cultivation and manufacture by the attendance of their people on the Court during the most important seasons to answer charges either frivolous or altogether false. On the other hand the numerous letters written in this period by the planters to the District Magistrate show that the peasants boldly opposed the planters as an independent group unaided by any outside agents. It was an elemental reaction to the frauds and oppression of the planters, a desperate bid to defy the contracts from which they failed to extricate themselves.

Destruction of plants by their cattle was one such expression of the ryots' wrath. Cow-men (Gowallas) were traditionally responsible for such acts. But now the ryots in general allowed their cattle to destroy the plants regardless of their own interest as well as that of the factory. Depredation by Cattle posed a serious threat to the prospect of indigo cultivation in the district. If the cattle were seized by the servants of the factory "the heads of the village rise in a mass, rescue the cattle and beat and abuse" the factory.
servants. The planter at Sumboonagar wrote on 23rd March, 1804,
"The ryots in the village of Miacole on the opposite side of the
river let loose their cattle amongst the young indigo plant which
they daily destroy in a most cruel manner. Nor is it in my power
to prevent them without using violence for they will neither tell
to whom they belong nor will they let my people take them away."The
factor again wrote on 21st May, 1804:
"Notwithstanding the
permuna which you had the goodness to issue to the village of
Miacole,... I am sorry to say it has not the desired effect. I have
suffered more than ten thousand rupees this season. This morning....
my people have taken twenty-three on the plant which I was desirous
of having sent to Noaparrah Thana - but my people inform me they
are apprehensive they(villagers) would take the cattle from them
(servants) on the way as they have frequently done."

In another letter dated 20th May, 1805 Charles Abbington wrote:
"On the day I had the honour of addressing you about the cattle
belonging to Miacole or Badispore which had been found on my indigo,
the ryots of one or both of those villages seized about 40 of my
plough bullocks and have kept them in their godown ever since ......
my being deprived of such a number of cattle at this time is a very
great loss to me as a great quantity of land is laying waste for
want of them..... It must have been without the smallest provocation
and surely by way of retaliation for having seized theirs."

Another planter, J.B. Reeves of Sindooreah factory wrote on
14th May, 1806:
"My cultivation extends to upwards of 20,000 bighas of land
for which I got only 19 mds. 20 seers 2 chattacks of seeds, which
loss originated in the country people letting their cattle loose
in the night who trample down the seed just as it was up and destroy the same, my loss this year in this instance on a moderate calculation exceeds 16000 rupees."

Numerous letters were addressed in this period to the Judge & Magistrate of the District asking for parwanahs to check such depredations. The planters could get no remedy by going to Courts for that involved much delay and expenses, and even after a successful prosecution the damage could never be recovered from the owners of the cattle. The role of the thanadars in this context should be specially noted. They refused to be easily plied by the planters and took no steps unless especially directed to do so by the Magistrate. On the other hand, in the countless disputes between the ryots and the planters the thanadars were on the whole more sympathetic to their countrymen than to the foreign planters.

The first decade of the 19th century may be regarded as the period when a great tussle went on between the planters and the ryots, the Government remaining more or less neutral. The ryots, without being instigated by any outside agents, spontaneously resisted the oppression of the planters and expressed their intense dislike for the whole system. A few examples may be offered from the letters of the planters who never complained that the ryots were acting at the provocation of the rival parties.

The ryots of P. Onraet of Neemtolla factory had complained against their factor to the District Magistrate who summoned Onraet to Krishnagar. Onraet wrote to the Magistrate on 5th February, 1803, 19 ".....far from having been the first aggressor although provoked to an unwarrantable degree as I was returning quietly home, the ryots to the number of 150 fell upon me and when getting out of
my palanquin. I received a violent below with a club, which will
in all probability occasion me the loss of a finger, followed
by another severe blow on my arm which is the occasion of a fever
which prevents my going to Krishnagar. But I hope to be there
in three or four days at the latest."

Onraet was a Frenchman and was perhaps subjected to harsh
treatment by the district authorities during the years of Napoleonic
wars in the continent. On 15th March, 1804, he was describing the
riotous scene in his factory to the District Magistrate:

"There were three peons with all the ryots of Barunpoor, men,
women and children, with three tomtoms to take me out of my
bungalow. They nailed the star on the factory gates. My assistant
asked them what was the meaning of it and they told him in the
presence of my wife that they were come to marry his master then
bind him and carry him away to Krishnagar. I have all the factory
servants for witness of this . . . .

"All these ryots have contracted for these three or four
manufactories and when I first came their contracts were all upon
stampt paper. Every year they have given securities for the money
witness of their contracts and their signatures. After that I
cannot conceive what force they can have.

"And more, I have left their indigo this year for seed which
they have received five rupees per maund which lay to my option
whether to cut the second cut or not, but I did it for the benefit
of these ryots. Therefore they all received from 10 to 12 rupees
which if I had cut the second cut they could not have received more
than two rupees and for that good which I have done to them is all
the ill-treatment I have received."
A complaint of similar nature was made by Mrs. Eleanor Baston of Manikdee on 4th April, 1804.

"I am sorry to inform you that Mr. Baston has been nearly killed by the village people of Manikdee and his life is in danger from the wounds he has received. He was yesterday on his way to make his complaint to you, but was forcibly brought back to his house and is closely confined by the people here - I therefore beg leave to request the favour of you to send some people over to conduct Mr. Baston to you that he may explain how the affair happened." Mr. H. Baston described the subsequent development on 10th April, 1804.

After the villagers had assaulted him, they obtained of the Darogah of Chandpore two peons, "who came to the factory when I was confined and insisted upon my going to Chandpore. Upon Mrs. Baston representing to them the weak state I was in, they made use of very abusive language and said if I could not walk they would tie my arms and legs and carry me on their shoulders." Mrs. Baston prevented them from carrying their threat into execution by giving the peons a bribe of rupees eighteen.

On 4th May, 1806, J. B. Reeves of Sindooree wrote a letter to the Magistrate stating that the head people of the village in which one of his factories was situated had nearly demolished the bungalow of the factory, destroyed many papers, looted the cash and had finally attempted to set the factory on fire.

Violence of a different character was reported by John Ogilvie of Pangutta factory. There the employers of the factory threatened the planter with force for recovery of their arrear wages. Ogilvie described the situation to Samuel Macan, Judge and Magistrate of Nadia in the following manner:
"The people employed by the late employer Mr. Arnolt as guards to the factory have tumultuously assembled at the verandah of my bungalow and threatened to attack me (they being all armed) if I did not pay them the balance of their wages, amounting, they say, to six months. I have sufficiently explained to them that I have no business to pay them this balance, the factory not belonging to me during the time of their stated servitude, but all in vain. This is not the first time they have behaved in this threatening manner but this morning they have exceeded all limits and absolutely threatened to beat me, particularly the man who has been employed at the factory at Ramnagar in the capacity of the Jamadar of the guards. His name is Hernam Sing who repeatedly mentioned he would proceed to those extremities - I now beg to state my present situation is very precarious with these people and solicit you will have them taken into custody." Mr. Ogilvie added in a postscript: "I omitted to mention, the people in question have possession of my drying house detaining the key of it contrary to my orders and they will not permit my articles belonging to the factory to go out of it."

The above extracts from the letters of the planters lead us to conclude that the peasants of Bengal at the beginning of the 19th century were not altogether docile. While their poverty and illiteracy made them victims of easy exploitation, they fought back if circumstances so required. The provocation of outside agents were not totally unknown in this period but the ryots still acted independently of any instigations.

The Wahabi movement, otherwise called "Molabee" rebellion in the district led by Titu Mia gathered strength from the wrath of the
people against indigo cultivation. Even the contemporaries doubted "how far fanaticism has anything to do with this disturbance."[25] "It rather seems to have arisen from absolute want and starvation."[26]

The 'molabees' made the indigo factories the target of their attack and sacked the factories. The papers of the factories were destroyed "most probably by the villagers for the purpose of destroying the record of their own debts."[27] Mr. Smith, the Magistrate of Krishnagar, tried to put down the rebellion with the assistance of the indigo planters.

The violence referred to in the petition of the thirteen planters actually became serious from the second decade of the 19th century. The indigo boom of 1823 had brought into the field a large number of adventurers, both European and Indian.[28] Inter-factory rivalry now frequently produced two kinds of disputes. Disputes amongst the neighbouring European factors, resulting in violent clashes, aided on both sides by clubmen who "with Swiss disinterestedness" served those who paid them. Secondly, dispute between the European planters and the Indian planter-Zamindars, resulting in harassment of the European planters and involving the Zamindars in numerous litigations. Instigation of rival factors further deepened the antagonism between the planters and the ryots who now practised more frauds. The planters' clamour for a more rigorous law to punish legally the breach of contracts became partly successful in 1823 when the Government was won over to their cause.

Regulation VI of 1823[29] was passed to protect a person who had advanced indigo seeds or capital only for purpose of its cultivation in a "defined parcel" of land, by giving him lien and interest in the land and offering legal protection of his interest. In case of a summary
suit, the peasant had to pay back the advances with the cost of the suit. In case of a regular suit, the peasant and the one who encouraged him to go astray would be jointly and severally held responsible for the full amount of the penalty specified in the original agreement together with the expenses of the suit. The Government accepted the explanation of the planters that non-fulfilment of contracts was the result of peasants' frauds, and made them legal. It was a significant triumph of the planters, for the passivity of the Government had been broken for the first time.

But the Regulation was seldom resorted to by the planters of Nadia. The Magistrate of Nadia suggested that the word "undefined" be also added and that the civil authority be empowered, on complaint being lodged and a summary investigation held, to put the planter in possession of the quantity of land contracted or agreed for in any part of the ryots' jumma, provided the Court was satisfied with the planter's complaint that the ryot thus contracting was about to refuse or evade the fulfilment of his agreement or contract.

The fall of some Agency Houses and the consequent crisis in the industry since 1824 secured for the planters a more rigorous law in 1830. By Regulation V of 1830, the peasant and the party instigating him were made jointly and severally answerable for the full amount of the penalty specified in the original agreement with the ryot together with all costs and expenses of the suit. A peasant found guilty would be sentenced to imprisonment for a period not exceeding one month. The Magistrate could require the convicted peasant to sow or cultivate the land; a disobeying peasant
would come in for a more rigorous punishment of a longer duration. This Regulation of 1830 was the solitary instance where the state tried to uphold the indigo system by an exceptional legislation. It was repeated in 1835 and never resorted to again - except for six months in 1830. Of the two types of affrays referred to before, the first type reached its climax in the thirties when it was stated in the pages of the "Bengal Hurkaru" that the whole of the district of Nadia was in a "disturbed state", owing to "misrule and miserable imbecility and pusillanimous inefficiency of the quarter which should suppress such lawless violence and afford protection to life and property." Hundreds of marauders marched through villages "sword in hand driving the poor devils of ryots out before them in all directions to seek a home elsewhere" and all this going on "within two hours' ride from the Magistrate's nose! also the judges! should they happen to be attending to their offices which by the bye is seldom the case with the latter especially." An example will illustrate the scene:

C.J. Malcha of Cautgurah factory complained to the District Magistrate on 2nd July, 1832 against Messrs. Jame Hill, John White and E. Manjoriebanks carrying on business under the firm and style of Hill White & Co. and their assistants Mr. Samuel Osram of Bherkistopore factory and Mr. Barwell of Suorooppore factory. They had infringed the orders of the Court regarding boundary lines and thereby caused "the most cruel oppression and annoyance to us, and to our ryots, having forcibly carried bullocks at different periods, belonging to us and our ryots of Muddenpore, Baugwampore, Bedeadhurpore, Gowreenauthpore and Shibhunderpore, villages to the
extent of four hundred, some of the ryots having complained and others not, under an apprehension of being more severely injured and oppressed by these gentlemen and their servants. Those ryots who have instituted proceedings against them have not to this day recovered their cattle, and many ryots of several villages have already absconded, and many will do so inconsequence of the unjust acts, oppressions and cruelties of Messrs. Hill, White & Co. The situations of the ryots are in a very miserable and deplorable condition, they have no bullocks to cultivate lands for their paddy and our indigo.

"These gentlemen and their assistants have always a large body of armed people at their factories and still they are collecting further armed men, and the general report in circulation is that they will plunder our Illesmaree and other factories, also the villages, and will forcibly take our plants, every confidence can be placed on this report, as they have frequently plundered by way of dacoity and are accustomed to such acts and it is now three days the villagers within our boundary line are deserting the places of their abode for safety....

"I am induced to state that Messrs. Hill, White & Co. through the strength of their partner Mr. Marjoriebanks who being a covenanted servant of the Hon'ble Company are committing all these outrages...."

On 13th July, 1833, John Barwell of Surooppore factory made counter changes against J.Aveit of Illesmaree factory who "sent 300 men and took away the same number of cows .... When our servants went to investigate the matter, and to secure if possible, the cows, Mr. J.Aveit's men however secured the cows into the Illesmaree factory and succeeded in driving my men away, beating them with sticks and
coming opposite this factory, abusing me most shamefully. I beg to state that I am in danger of my life ....

"The Gomostah of the Illesmaré factory named Jogey Chunder and the Mohruer or Seristadar named Ramihone Singh accompanied by 300 well-armed dacoits with swords, matchlocks, spears, bows and arrows, sticks, cudgels etc. were seen in the villages adjacent to this factory on the opposite side of the river, in your district with intent to plunder this factory...."

In the above case it is just possible that both the parties were guilty of violence. Affrays of this type could not be easily checked for under the laws, the Europeans could be punished only by the Supreme Court. The district Courts could only fine them to the extent of £500. The result of such weakness in the law was pointed out by Mr. A.F. Donnelly, officiating Magistrate of Jessore in a letter to the Commissioner of Circuit, Jessore Division:

"It is very evident that so long as he is not himself punished, no promoter of affrays will ever be deterred from doing so merely because the instruments of his oppression are punished. He will, on the contrary, recruit their numbers as soon as possible, and thus the only effect of the measures of an active Magistrate who arrests offenders, is to cause the rapid increase of bad characters in his district."

When the Zamindars entered the indigo field in large numbers, somewhat different type of disputes ensued between them and the European planters. With their superior hold over the ryots the Zamindars encouraged their ryots to break contracts with the European planters and begin cultivation for them. They too freely employed the lattials (clubmen) to terrorise the ryots. The European planters met
violence with violence when possible and additionally tried to harass the land-holders by bringing numerous law-suits against them. Rammohan Roy and Dwarkanath Tagore, who were great advocates of Indigo plantation in the country, often tried to settle such disputes between the land-holders and the European planters. The dispute, between E. Thompson of Bamandee factory and Cossinath Roy, the Zamindar, was attempted to be amicably settled by both these leaders. E. Thompson reported to the Magistrate of Nadia on 10th March 1826 that Cossinath Roy pledged the following to Rammohan Roy at his (Rammohan's) house in the presence of Cossinath Roy's attorney Mr. Duff and his Dewan:

"If you, Rammohan Roy, will make interest with Mr. E. Thompson and get him to withdraw all the civil and criminal cases against him and his people in the Zilla Court of Nadia, he, Cossinath Roy, solemnly pledges himself that he never will on any account whatsoever build a factory in the vicinity of Mr. Thompson's factories or make a bigha of advances in any of Mr. Thompson's villages belonging to his, Cossinath Roy's, Zamindary or give Mr. Thompson the least molestation; that at the close of the season he will give a written engagement to the above effect, as at present he can not make up his mind whether or no he will resume a four-anna share of the Factories with Mr. Thompson, as he wishes first to see how the ryots and Mr. Thompson agree until the close of the season; my pledge, however, not to built is now given to you, Rammohan Roy, and I have only to hope you will succeed with Mr. Thompson in getting him to 'Rayanamah' the cases against me and my people."

In his letter to the Magistrate, Mr. Thompson stated:

"Rammohan Roy having engaged to get me to withdraw all the cases in
Court, Ramrohan Roy, Mr. Duff and the Dewan of Mr. Duff immediately waited on me at the house of my friend Mr. Ronds when Cossinath Roy repeated his pledges as above stated and we shook hands on the occasion......

"Ramrohan Roy finding, however, that he was acting a vile shuffling part, cut his friendship about the close of December and is now ready to make oath in any Court of Justice as to the truth of Cossinath Roy's pledges, on which alone I depended and in consequence of which I let all the cases out of Courts."

Thompson added in a post script :

"The matter got into the hands of Dwarkanath Tagore after Ramrohan Roy had done with Cossinath Roy and I have had repeated pledges from that gentleman of a speedy arrangement - I am however now convinced it never was the Baboo's intention of doing anything but deceiving Ramrohan, myself and Dwarkanath Tagore."

The above case showed how Ramrohan and Dwarkanath Tagore were helping the cause of Indigo plantation in the country. At a public meeting in Calcutta, held at the Town Hall on 15th December, 1829, both the leaders, strongly defended and advocated Indigo plantation. Dwarkanath declared:

"I have several Zamindaries in various districts and that I have found the cultivation of Indigo and residence of Europeans have considerably benefited the country and the community at large, the Zamindars becoming wealthy and prosperous, the ryots materially improved in their condition and possessing many more comforts than the generality of my country-men where the indigo cultivation and manufacture is not carried on; the value of land in the vicinity to be considerably enhanced and cultivation rapidly progressing. I do
not make these statements merely from heresay, but from personal observation and experience as I have visited the places referred to repeatedly and in consequence am well acquainted with the character and manner of the Indigo planters.

"There may be a few exceptions as regards the general condition of Indigo planters but they are extremely limited and comparatively speaking, of the most trifling importance. I may be permitted to mention an instance in support of this statement."

"Some years ago when indigo was not so generally manufactured one of my estates where there was no cultivation of indigo did not yield a sufficient income to pay the Government assessment, but within a few years by the introduction of indigo there is now not a bigha in the estate uncultivated and it gives me a handsome profit; several of my relations and friends whose affairs I am well acquainted with, have in like manner improved their property, and are receiving a large income from their estates.

"If such beneficial effects as these I have enumerated have accrued from the bestowing of European skill on the one article of produce alone, what further advantages may not be anticipated from the unrestricted application of British skill, capital and industry to the very many articles which this country is capable of producing to as great an extent and as excellent a quantity as any other in the World, and which of course can not be expected to be produced without the free recourse of Europeans."

Dwarkanath then moved a resolution demanding abolition of all such restrictions on the residence of British subjects in India as were calculated to affect the commercial prosperity of the country.
Rammohan Roy supported the resolution and said: "From personal
existence I am impressed with the conviction that the greater our
intercourse with European gentlemen, the greater will be our
improvement in literary, social and political affairs, a fact which
can be easily proved by comparing the condition of those who
unfortunately have not had that opportunity; and a fact which I
could, to the best of my belief, declare on solemn oath before any
assembly."

Rammohan Roy supported Dwarkanath's resolution and added.
"As to indigo planters I beg to observe that I have travelled
through several districts in Bengal and Bihar and I found the natives
residing in the neighbourhood of indigo plantations evidently better
clothed and better conditioned than those who lived at a distance
from such stations .... on the whole they ( the planters) have
performed more good to the generality of the natives of this country
than by other class of Europeans whether in or out of the service...."

Contemporary opinions, however, widely differed as to the bene­
fits conferred by the indigo plantation in the country. A corre­
dent stated in the pages of the Bengal Hurkaru on June 18, 1829:
"Upwards of two millions of sterling in indigo is annually
raised in Bengal; and I should be glad to learn what improvement
the possession of this valuable mine, has brought to the country.
The situation of the ryot or landholder has in no instance been
materially improved, the rent of land remained as low as it was a
dozen years ago, when the value of the land was less than half its
present amount and I think your indigo friends will have some diffi­
culty in pointing out any improvement in moral habits or personal
Let us now try to arrive at our own conclusion about the benefits of indigo cultivation from the facts relating to Nadia. By 1830, about three and a half lakh bighas of lands were brought under indigo cultivation. The process must have involved cultivation of waste lands, conversion of paddy lands into indigo fields and cultivation of fields formerly left fallow for three years after three successive years of cultivation to regain fertility, thus affecting the traditional pattern of cultivation in the district. The first and the last method must have enhanced the rate of rents, thereby considerably benefiting the established landholders. In 1830, about 4000 people were permanently employed in the indigo factories as Naibs, Gomostahs, Amins, Sirdars or Jamadars of coolies, Tagadgeers and perhaps as pykes and Barkandazes. More than 12000 persons were seasonally appointed as hackerymen, boatmen, measurers and in the actual works of the manufacture. Some of these men were tribals brought from other districts, but many must have been local. Those permanently employed were the greatest beneficiaries of the indigo cultivation. Their condition continued to improve with the passing of time. Those temporarily employed got employment which otherwise they could not have secured. "Evidently they were better clothed and better conditioned than those who lived at a distance from such stations." But their wages and emoluments did not change much even when the prices of indigo and other commodities increased.

In 1830, about 30,000 ryots were receiving advance from the European planters. These people not only could not "materially
improve in their condition", but were subjected to much humiliation, physical torture and economic loss. Enlightened middle-class leadership unfortunately failed to voice their grievances. They groaned under oppressions while the middle-class intelligentsia deliberated upon the theoretical prospects of European settlements in the interior. The poor ryots desperately sought redress from the administration, but were totally disappointed.

The fate of Nazir and Jebund Mundes of Nusseraparah and others in the district of Nadia may be mentioned in this context:

In a petition to Lord Williams Bentink dated 13th December, 1833, Nazir and Jebund Mundes of Nusseraparah and others of Nadia complained of being grievously oppressed and maltreated by Mr. J. Watson, an indigo manufacturer at Shikarpore who, with his assistant Mr. Dalrymple, assembled a number of Sirdars and about 400 of their dependants armed with clubs, swords, spears, daggers and pistols to prevent the ryots from sowing paddy and compelling them to sow their lands with indigo seeds. It was stated that whenever they remonstrated against such treatment they were ill-treated and then placed in confinement until they agreed to take advances. When the period for cutting the plant arrived they were subjected to further severities, and, in addition thereto, their cattle, fruits, and vegetables were forcibly taken away, by which they not only experienced considerable loss but their families suffered deprivation.

Through the influence of Mr. Watson with the Magistrate, a Daroga who was disposed to see justice done had been removed and a person recommended by Mr. Watson appointed, an arrangement which deprived them of all hopes of redress, as, unless the Magistrate
issued a perwana, the Daroga refused to take cognizance of complaints. The petitioners therefore, after presenting a petition to the Magistrate and being still exposed to much ill-usage from the people of Mr. Watson's factory, proceeded to Moorshidabad and represented their situation to the Commissioner, who prior to investigation of their charges, required information of what had been done by the Magistrate and this they were unable to afford. Thus failed, they determined on coming to Calcutta and 87 of them set out on their journey but were way-laid, attacked and plundered by men from the factory. A number were carried back in custody and kept in confinement until they signed a written document presented by the persons employed at the indigo factory.

The petitioners pledged themselves to establish the truth of all the grievances they complained of and prayed that their case may be taken into the favourable consideration of the Government or that the investigation may be referred to either Mr. Buttye at Moorshidabad or to the Magistrate of Purneah.

The Secretary to the Judicial Department directed the Commissioner of Circuit at Moorshidabad to investigate the case and report. The Commissioner made similar request to the Magistrate of Nadia. The Joint Magistrate, after much delay reported that the complainants had refused to proceed with the charges preferred by them against Mr. John Watson and Mr. Dalrymple and that Nazir Mundle and two of his associates had absconded from the village. The Magistrate was now instructed to ascertain through the Daroga or by any other means if Nazir Mundle and others absconding had any complaints to make against Mr. Watson and if they had they would be given
every opportunity of doing so. The Daroga of Dewangunge reported that Nazir Mundle and others had appeared before him (the Daroga) and had given a "Rajenamah" to the effect that they had no charge of any kind to prefer against Mr. Watson and Mr. Dalrymple. At the end of the proceedings the Vice-President in Council remarked: "under the circumstances stated in the foregoing letters no orders are necessary from Government." Thus ended the ryots' bid to secure justice from the Government. The officiating Magistrate of Jessore observed on another occasion: "Under the present law I felt myself compelled to pass legal decisions which, in my opinion, were diametrically opposed to equity, thereby being placed in the uneviable position of feeling that the Court in which I presided was made an engine for carrying into effect the malpractices of rogues."

The Charter Act of 1833 brought fresh hordes of colonisers in the country. Advances were fixed upon unwilling ryots for, as a Magistrate pointed out, "to compel a ryot to cultivate indigo merely a forged Kaboolat supported by hired false witness is requisite." The Act permitted the Europeans to hold lands in their own names. But that made little change in the existing situation, for both the 'neez' and the 'ryoti' systems of cultivation were practised in the district from the very beginning. The 'neez' lands were held in the names of Dewans, Gomostahs or some other important Indian employees of the factory, which fact had made these servants very important persons in the whole system of production. The advertisements for sale of factories frequently made in the pages of Bengal Hurkaru in the twenties of the 19th century showed the extent of 'neez' cultivation of some of the concerns. The factories of George Meliss
advertised for sale on 4th December, 1824, had a cultivation of 1800 bighas one half of which was 'neez' and the remainder ryotī. The factories of H.W.Dron advertised on January 18, 1825 for auction on 8th February, 1825 had a cultivation of about 45,741 bighas & 18 cottahs one third of which was 'neez'. From the report of the Magistrate on the indigo factories in the district in 1830 it may be assumed that the less the number of persons receiving advance, the greater was the extent of 'neez' cultivation. The Charter Act legalised a practice which had long been in general use. It, thus made no important alteration in the existing order of indigo economy.
NOTES

2. Collector to Bd./Rev. dt. 19th May, 1803
3. List of Europeans residing in the District not in Company's Civil and Military service prepared in September 1798 - Judicial papers - 1798
   Letters received.
5. Judicial papers - Letters received - From Jennings to Judge & Magistrate of Nadia - dt. 20th June, 1799.
8. For details of crisis relating to the organisation of Capital and market - see "Growth of Commercial Agriculture in Bengal"(1757-1900) Vol.I by B.Chowdhury
9. Stated in the extract from the "Samachar - Chandrika" quoted in the Samachar-Darpan of the 2nd and 9th of June,1839 - see Economic Transition in Bengal - By H.R.Gosal, p.293
10. List of Europeans residing in the district in the year 1809, forwarded by the Magistrate on 20th May, 1810.
11. For particulars about Joseph Barretto see the chapter on Sukhsagar.
12. Petition of the planters to Governor General Wellesley dated 6th Feb. 1801, forwarded to the Collector for his observation.
14. Resolution of the Judicial Department dated 7th July,1823
17. Ibid - 20th May, 1805 - letters received - Judicial
18. From J.B. Reeves to W.W. Massie - letters received - Judicial
19. From P. Onraet to C. Oldfield - Judge & Magistrate
   5th Feb. 1803 - letters received - Judicial
20. From P. Onraet to W.W. Massie, Judge & Magistrate
   letters received - Judicial
21. From Eleanor Baston to W.W. Massie - dated 4th April, 1804
   letters received - Judicial
22. From H. Baston to W.W. Massie - dated 10th April, 1804
   letters received - Judicial.
23. From J.B. Reeves to W.W. Massie - dt. 4th May, 1806
   letters received - Judicial.
24. From J. Ogilvy to Samuel Macan, Judge & Magistrate
   dated 12th December, 1807 - letters received - Judicial.
25. The Days of Johan Company - ed. by A.C. Das Gupta - p. 685
   Calcutta Gazette dt. Nov. 21, 1831.
27. Ibid, p. 686
28. "Growth of Commercial Agriculture in Bengal" - Vol. I -
   Pp. 91, 149
29. History of Indigo Disturbances in Bengal -
   by Lalit Chandra Mitra - p. 8
30. From J. Shaw, Magistrate to the Secretary, Judicial
   Department - Judicial (Criminal) Proceedings dated
   1st June, 1830
31. "Growth of Commercial Agriculture in Bengal" -
   Vol. I - p. 152
32. Ibid - Pp. 159-160
33. Ibid - p. 160
34. Bengal Hurkaru dated 8th August 1832 and 11th July, 1833
   letters to the Editor.
35. From C. J. Malchun to E. P. Smith - Magistrate dated 2nd July, 1832
   letters received - Judicial.
36. John Barwell to E. P. Smith, Magistrate, dated 12th July, 1833
   letters received - Judicial.
37. From A.F. Donnelly, Officiating Magistrate of Jessore to the Court of Circuit - Jessore Division dated 5th July, 1836 forwarded to the Magistrate of Nadia by the Secretary, Judicial Department on 26th July, 1836 - letters received - Judicial.

38. Copies forwarded by E. Thompson to D. Macfarlan, Magistrate of Nadia on 10th March 1826 - letters received - Judicial.

39. Bengal Hurkaru, dated 17th December, 1829

40. Ibid - 17th Dec. 1829

41. Ibid - 18th June, 1829

42. Judicial (Criminal) Proceedings, 1st June, 1830
   See Appendix
   The total number of planters and factories and extent of lands under cultivation in Nadia mentioned in the Gen. App. to report from Select Committee (1832) are 19,36 and 1,59,517 respectively. "But these figures prepared by the Examiner of Nadia Accounts on the basis of Shakespeare’s statements are incorrect. From the same source we get different figures." - "Economic Transition in the Bengal Presidency" - p.292, also foot notes.

43. Judicial (Criminal) Proceedings - 1st June, 1830

44. Ibid

45. Rural Life in Bengal - by Colesworthy Grant, p.114

46. Judicial (Criminal) Proceedings - 1st June, 1830 (See Appendix)

47. Judicial (Criminal) Proceedings, dated 29th September, 1834.

48. A.F. Donnelly’s report to the Court of Circuit, dated 5th July, 1836.

49. Ibid

50. Bengal Hurkaru, 4th Dec. 1824 and some other subsequent dates.

51. Ibid; January 18, 1825.