CHAPTER IX

THE TENANCY
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As per the Goalpara Tenancy Act, 1929, "tenant" means a person who holds land under another person and is, or but for a special contract would be liable to pay rent for that land to that person, but does not include (a) an "ijaradar", that is to say, a person who is primarily a "farmer of rent", and (b) a person holding land on condition of rendering service. Besides this class of tenants, this Act recognised the following classes of tenants, namely, (1) Permanent tenure holders, inclusive of Permanent under-tenure holders, (2) Jotedars, inclusive of Dar-jotedars, (3) Ryots, and (5) under tyots.

1. Permanent tenure holders, inclusive of Permanent under-tenure holders:

Permanent tenure holder means primarily a person who has acquired from a proprietor or from another permanent tenure holder a right to hold a heritable and transferable interest in land, otherwise than for a limited time, for purpose of collecting rents or of bringing it under cultivation either wholly or partly by establishing tenants on it, and includes also the successors in interest of a person who has acquired such right.
2. **Jotedars, inclusive of Dar-jotedars:**

*Jotedar* means primarily a person who has acquired from a proprietor or permanent tenure holder or from another *jotedar* a right to hold land for a purpose of bringing it under cultivation, either wholly or partly by establishing tenants on it, but is not himself a permanent tenure holder in respect of land, and includes the successors in respect of a person who has acquired such right.

3. **Ryots:**

*Ryot* means primarily a person who has acquired from a proprietor or a permanent tenure holder or a *jotedar*, or from the holder of an "ijara" under any of these persons, a right to hold for the purpose of cultivating it by himself, or by the members of his family, or by servants or labourers or with the aid of partners, and includes also the successors in interest of a person who has acquired such a right.

4. **Under ryots:**

*Under ryot* means a tenant holding land immediately or mediately under a *ryot* but does not include any person holding land on condition of rendering service.

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1. The Goalpara Tenancy Act, 1929.
Before the introduction of the Goalpara Tenancy Act, 1929, the tenants of the estates in the district of Goalpara were not confined to the classes referred to above. There were different classes of tenures and tenancies in force in different estates, with special incidents attached to them, recognised by the estates. The history, incidents, and modifications of each class of them have been stated below under each head:

1. **Bijnī Raj Estate** : According to the Bijnī Raj Dewan's Report, land tenures in Bijnī Raj estate may be grouped into six different categories. They are as follows:

- **Tenures**
  1. **Makrari Maurasi** : It was a permanent heritable tenure at a fixed rent in perpetuity. These were granted by issuing special *sanads* in respect of the tenants concerned by the former *Rajas* of the estate.

- **Incidents** : The tenure holders enjoyed full right of proprietorship, unless rights were limited in original grants subject to their paying rents and local rates to the

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zemindar. They had the right to transfer by sale or gift, they could create sub-tenures, put up any buildings, exca-
vate tanks, cut trees. But they had no jalkar right in rivers
flowing through the lands comprised in their tenures, no
mineral rights or right to catch elephants, or to collect
task of the dead elephants or horn of a dead rhino.

ii. Maurasi : This was a permanent heritable tenure.
The rent payable for it was not fixed in perpetuity unless
the tenureholder could prove that he had been paying the
same rate of rent since the Permanent Settlement, or that
the legal presumptions were in his favour for having been
paid the same rate of rent continuously for 20 years.
However, the rate of rent was liable to enhancement on
account of any increase in the value of land.

Incidents : These tenures were also created by
issuing Sanads in writing from the former Rajas, and the
incidents attached to them were same as the Makrari Maurasi
unless limited by the original grant.

iii. Ordinary tenures or jotes : In Bijni estate
there were no tenure holders who might be called as middle-
men. The jotes that were settled in the beginning of the
current century were cultivating jotes viz., one cultivator
took the settlement in his name and distributed amongst his friends and relatives. The jotes thus created were settled with the Muslim emigrants from erstwhile East Bengal.

Incidents: These jotes were created by contracts and the incidents were limited and controlled by the terms thereof. They had no right to transfer by sale, gift or mortgage without the consent of the zamindar. They could not use the land for purposes other than the terms agreed upon in the contract, and they had no right to cut even trees in their tenures without the consent of the zamindar. The rent was subject to enhancement at the end of the period stipulated in the contract, usually for five years.

It should be noted that jotes were granted to non-cultivators also though it was not mentioned in the Bijni Raj Dewani's Report. Mention may be made of the creation of such a big jote in respect of the Baruas of Salkocha. As the original Sanad was destroyed by the fire in the house, a fresh Sanad was granted to one Kamala Kanta in 1191 B.S. by Raja Mukunda Narayan. This Sanad informs us that in the early part of the eighteenth century, the great grand father of said Kamala Kanta was granted some
Tankar land in Srigaon, and his father Siba Prasad was granted Lakhiraj of two hall of lands in Baripara for upKeeping of the Thakurani, the idol of the Barua family. Another sanad granted to Kamala Kanta in that year informs us that some Maurasi Makrari lands were settled with him at 27 Narayanee Rupees in Kayetpara and Mauria villages.

It is noticeable that these lands were granted by the Raja of Bijnor estate solely to purchase allegiance of the Baruas to the Raja and as such, the Barua family of Salkocha became the owner of such a big jote of 32,000 bighas of land during the eighteenth century; like wise, one of the forefathers of the Kayastha Neyogi family, who was employed as estate servant, was granted Lakhiraj of fourteen Mouzas. Of these, nine Mouzas were eschewed to the Raj, five remained with the Neyogi family till 1930.

iv. Service tenures: Service tenures were of two kinds—(a) rent free, (b) rent paying. The former comprised the Debottar and Pirpal lands. These were religious grants in favour of a Hindu idol or a Muslim Pir.


4. Ibid.
Incidents: Incidents of these tenures were fixed and controlled by the terms of the original grants. In case, the shebaites failed or neglected to perform the services stipulated in the grants, the zamindar resumed the land and appointed fresh shebaites. When the zamindar resumed such lands, a plot of land as homestead land was generally granted to the former grantee, and the tenure thus created was known as jipka. Shebaites in possession of lands granted had open right to create under tenures to settle lands, and to cut trees without obtaining permission of the zamindar.

The rent paying tenures were usually known as Chakaran. These tenures were granted by the former Rajas at fixed rate of rent in consideration of certain services to be rendered by the tenure holders.

Incidents: The Chakaran tenure holders had the right to cut the trees for his personal use, but the tenures were not transferable except with the consent of the zamindars.

v. Chandina: Lands settled for the trade and commerce were known as Chandina.

Incidents: Rights and liabilities of the parties were fixed by the contract thereto.
vi. **Special tenures**: The lease for 40 years was granted to a limited liability company for the cultivation of tea. The mutual rights and liabilities were controlled and limited by the terms of the lease.

Besides the six tenures described above there were other two kinds of rent-free tenures, which were not mentioned in the Bijni Report—(1) There were Lakhiraj tenures of land in the estate. Lakhirajs were of two kinds—(a) Valid and (b) invalid. Valid Lakhirajs were practically sub-proprietorship of land, and were recognised by the Government. Invalid Lakhirajs were recognised by the zamindar, not by the Government. Invalid Lakhirajdars paid local rates through the zamindar. In case of failure of heirs, or otherwise, these were resumed by the zamindar. (2) As to service tenure, besides Debottar and Pirpal there were Brahmottar, Bhogottar, Mohottar and Jipka (referred to above)\(^5\).

**Tenancies**: According to Bijni Dewan's report referred to, in Bijni estate there were three kinds of tenancies, viz., (a) Paitrik Sali tenants, (b) Occupancy tenants, and (c) Ordinary tenants.

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1. **Paltrik Sali tenants**: The tenants, who paid rents at fixed rates, were called *Paltrik Sali* tenants. Under the provisions of the Bengal Act VIII of 1869, which was the rent law of the district till the enactment of the Goalpara Tenancy Act, 1929, the rates of rent which were not changed from the time of Permanent Settlement were accepted as fixed rates, and the *ryots* holding lands at fixed rates were entitled to receive *pattas*. In case of suit under this Act, if the rent at which land was held by a *ryot* had not been changed for twenty years before the commencement of the suit, it was presumed that the land had been held at that rent from the time of permanent Settlement, unless it was proved that such rent was fixed at some later period.

2. **Occupancy tenants**: Every *ryot* who cultivated or held land for a period of twelve years had a right of occupancy in the land so cultivated or held by him, whether it was held by *pattas* or not, so long he paid the rent on account of the *same*; but this rule did not apply to *khamar* land, *Nizjote* or *surland* belonging to the proprietor of the of the estate or tenure or let by him on lease for a term.

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6. Infra, Chapter XII.
7. Sections 3 & 4 of the Bengal Act VIII of 1869, Assam Code Calcutta, 1877, pp.334-35.
nor to lands subletted for a term by a ryot having a right of occupancy.

iii. Ordinary tenants: Ordinary tenants in this estate were known as the Korsha ryots. These were subdivided into three classes:

(a) Tenants paying rent in money;

(b) Tenants paying rent in kind—Chukan tenants, who paid annually certain fixed quantity of paddy per bigha.

(c) Karari Ashu tenants: These were tenants from year to year, who held no fixed holding. Their names were entered in a separate touzi, and as soon as the crop was raised, the land became Khas.

Karfa or under-tenants were not recognised by the Bijni Raj.

Incidents: The holdings of the tenants under
(a) were non-transferable without the consent of the Raj. But transfers were allowed on the transferee's paying the prescribed amount of fees. In case of the sale, the purchaser had to pay 25 per cent of the price settled. All the holdings

8. Section 5, Ibid.
under (b) were non-heritable, but heritability was recognised through a process of legal fiction, i.e., rent was taken through (marfat) the heirs who were known as marfatdars.

According to custom these three classes of tenants were not allowed to cut any trees in their respective holdings without the permission of the Raj; they had no right to erect permanent structures in their holdings. It seems that the Dewan of the estate Mr. Sen, considered the term tenancy to apply to the grants of land to tenant for his own cultivation whereas the term tenure was confined to those grants of land which were settled with persons not necessarily for his own cultivation, but for sub-letting the whole or part-portion to the sub-tenants.

2. Gauripur Raj:

In his report of the estate Raja Prabhat Chandra Barua gave an account of the various tenancies and holdings in vogue in this estate, with their incidents, of the methods of fixation and enhancement of rent, of the fees realised, methods of survey, customs in vogue, and inconveniences felt. Following account of the tenantry in Gauripur Raj is given on the basis of this report.

There were various kinds of tenancies in vogue in this estate. These may be divided into three main heads:
(A) Rent free tenancies, (B) Service-tenancies and 
(C) Rent-paying tenancies.

A. Rent free tenancies: Rent free tenancies were 
of various kinds. These are summarised below, with the 
peculiar indents attached to them:

1. Lakhiraj: Besides the valid Lakhiraj recognised 
by the estate, there were certain rent-free tenancies in 
the estate; these tenancies were invalid or asidha lakhirajs, 
loosely called lakhirajs. The history of the origin of 
these Lakhirajs was stated generally in the grants made 
to the holders. In case, it was not found in the grant, 
it could be conjectured as being grants made by the 
zamindar to his near relations, or others for any service 
done in the interest of the zamindar.

The Lakhirajdars were exempted from the payment of 
rent, but they were to pay cesses and local rates to the 
zamindar. These were transferable and heritable and normally 
enjoyed the rights of proprietorship. The lakhirajdars 
created under tenures, their under tenants being termed 
as jotedars.
ii. **Brahmottar** : Lands donated to the Brahmins for religious purposes. Besides the old Brahmottar, there was a grant of an entire valid **lakhiraj Mouza** to the Gooroo, the religious preceptors, of the Raj family. Some other small plots of lands were granted to the **purohits** (preceptor) during the **Sradha** ceremonies performed from time to time.

These lands were exempted from the payment of rent, were heritable and transferable, subjected to conditions if any, mentioned in the grant.

iii. **Debottar** : Grants made for the maintenance of idols and ceremonies connected with the same, viz., Mahamaya in Alokjare, Chaturbhuj Dham in Satrasal. Besides these notable Debottar grants, there were some other debottar properties held by others.

All debottar were restricted by conditions of grant, and were not transferable. The grants were rent-free, but were liable to the payment of cesses to the **zamindar**.

iv. **Shibottar** : It was also a debottar grant for the idol of Lord Shiva.

v. **Baidottar**: A grant made to a **Baidya**, or a physician.
The incidents of Shibottar and Baidottar were same as Debottar above.

vi. Pirpal: It was strictly a debottar grant made for Muslim religious purposes. There was the record of the existence of a small grant of land as Pirpal within this estate. The Pirpal granted long back was resumed by the estate, as the Fakir in-charge of the grant, abandoned the holding.

vii. Bhogottar: It was a kind of grant made to any individual for enjoyment of land free of rent under conditions of grant. There were several kinds of Bhogottar grants in estate. The mode of enjoyment was by custom or contract dissimilar to one other. There were certain Bhogottars granted to Brahmins for the performance of duties connected with various religious ceremonies. Such grants were not heritable unless expressly provided for, and were not transferable. According to custom, all such grants were resumable when the specific purposes of grants were not fulfilled.

B. Service Tenancies:

i. Jaigir to bearers: Grant of lands made to bearers, who had to carry palkees whenever wanted for estate purposes. Jaigir grant was neither heritable nor
transferable but the privilege was normally renewed at the option of the zamindar when the heirs prayed to continue to render service. Such grant existed exclusively in Ghurla.

ii. Gabarband to goals (milkmen): In order to encourage the goals to settle in the estate, some lands were granted to them. The goals were to supply specified quantities of butter, cards etc. to the zamindar. They were exempted from the payment of rent and cesses, but the lands were changed from time to time at the option of the zamindar.

iii. Hajua Chala: There were certain grants of homestead lands to the Mahapurusia Bhakat of Dham Chatrasal in lieu of wages for the services done in connection with the construction and repairs of the namghar etc., and the daily cleaning and par-taking in religious rites in that connection.

According to custom, these grants ceased when the grantees failed to perform their duties assigned; in such cases the zamindar resumed the lands, and transferred them to others.

iv. Khanabari Chalas: Holdings, known as Bastees, of Raj family servants, those of relations and Brahmans,
who resided within the area attached to the Rajbari were termed as Khanabari Chalas. The estate servants or bastials were allowed homesteads and plots of cultivable lands free of rent and cesses to supplement their wages in cash or kind and were resumable at the option of the zamindar for reasons considered by him fit for such action. It was the same with the homesteads of the relations, Brahmans, or estate servants, within the area identified as Khanabari.

C. Rent-paying Tenancies:

1. Maurasi: It was a permanent tenancy liable to pay fixed rate of rent and cesses to the zamindar. The rights were regulated by the terms of lease granted at the time of the creation of the tenancy; these were heritable and transferable, and were not liable to enhancement of rent, but were liable to pay new cesses imposed by law on the zamindar. The right to minerals, wild elephants etc. were reserved to the estate.

Usually, a handsome Nazzar was realised from the Maurasi holder during the time when the grant was made for compensating the loss in exempting the tenancy from enhancement of rent in future.
ii. Ijara: It was an intermediate tenancy between the zamindar and the ryots, the primary object of which was the collection of rents therefrom through him, certain percentage of collection being left to him as collection charge and profit. The rights in respect of the ijara dars were regulated by the terms set for the contract entered into for a fixed period, at the expiry of which all rights ceased.

It should be noted here that the ijara system was introduced by the zaminder for the purpose of reclamation of wasteland. As many as 15 Mouzas in the Pargana of Ghurla alone were given to the ijara dars for bringing lands under cultivation by setting tenants. In the first quarter of the current century, the estate retained only three ijaras, of which one was treated as the property of the rani with a limited interest for her life. The other two were held by two of the families of near relations.

iii. Ryots or jotedars and under-tenants of different grades holding under them:

A) Ryots or jotedars: In this estate the term jotedar was used to mean ryots directly under the zamindar or under lakhirajdars, maurasidars and irajadars, as well
as under brohmottars and debottars. Originally, in the western part of the district of Goalpara the term ryot was used for the tenant, and jote for the holding. Be that as it may, the incidents attached to a jote were as follows:

(a) The jote was bound by contract; (b) was a tenancy of temporary nature, and a ryot had enjoyed no occupancy right; (c) the period of lease was fixed; (d) was liable to enhancement of rent after expiry of lease; (e) had no right to erect pucca building, dig tank, masonry well, etc. or make bricks; (f) had no right to valuable fruit bearing trees; (g) had no right to establish bazar etc.; (h) was bound to give up lands required by Government, zamindar or for any public purpose for which deduction of rent was allowed; (i) compensation for lands acquired under Land Acquisition Act was to be wholly appropriated by the zamindar; (j) no right to minerals or wild elephants etc.; (k) no right of transfer of whole or part of jote or exchange of lands; (l) was bound to accept settlement within three months of expiry of lease; (m) not entitled to slaughter bullocks, cow, or their young or settle butcher as under-tenant; (n) was liable to fresh assessment of cesses, taxes, within the period of lease, if imposed by law; (o) was not entitled to claim remission within the period of lease for damage of crops by floods or droughts,
or for death or absconding of the *jotedar*; (p) was entitled to abatement of rent for diminution of lands by erosion or resumption under conditions of contract; (q) *zamindar* was not entitled to enhancement of rent within the period of contract; (r) was entitled to compensation for standing crops or houses on lands at the time of acquirement, if required; (s) no right to lands by accretion; (t) heritable, with permission of the *zamindar*.

B. **Under-tenants**: Undoubtedly, in the old days, one grade of *ryots* or *jotedars*, existed, and they were themselves cultivators. As the days rolled on, they gradually acquired more lands than what they could cultivate themselves, or when men of the *bhadralok* class, who being originally agriculturists, gradually took to other vocations in life or when a money lender acquired a jote in satisfaction to money decree, a grade of under-tenants holding lands directly under the *jotedars* grew up. These under-tenants were termed as *Koljans*. For similar reasons, subinfeudation had been started, and there were 2 to 3 grades of under-tenants under the *jotedars*, viz., of 1st grade—

1) **Koljan** or **Chukanidar**

2) **Mot-chukanidar** or a sort of *ijaradar* under a *jotedar* for the collection of rent only.
iii) Adhiar and under-tenant paying half of the produce, or any other proportion, in lieu of rent.

Second grade under Koljans—

1) Dar-Chukanidar
2) Adhiar

Third grade under Dar-Chukanidar—

1) Daradar Chukanidar
2) Adhiar

The Koljans, dar-chukanidar, or daradar-chukanidar paid rents to their direct superior, grihastha as they were called, in cash. The incidents of these under-tenants were regulated by contract written or unwritten or by custom. The Adhiar always paid a fraction of the produce in kind, the cattle, and other agricultural implements with seeds being generally supplied by the grihasthas. The incidents attached to the Koljans or Chukanidars varied from place to place in the estate, and they were liable to ejectment on six months notice.
3. **Mechpara Estate**:  

According to the 5 Anna 5 pies Mechpara Estate Report prepared in the first quarter of the current century, following is the account of the tenures, tenancies or holdings with the special incidents attached to them in vogue in the estate:

1. **Tenancies held directly under the zamindar**:

(a) **Khas tenants**: The tenants who applied to the zamindar for a given area or a definite plot of land and agreed to pay rent for it at the prevailing rate was known as the *khas* tenant. The incidents attached to a *khas* tenant were— (i) he did not receive *patta* in respect of his holding, although his holding was situated within the limit of Municipal area; his rent was liable to enhancement with that of the tenants of the *dihli* wherein his land lay; (ii) he did not obtain the right of occupancy even after 12 years of the occupation of the holding he held; (iii) although his holding was heritable, he had no power to sell it; he could transfer his holding if both parties appeared at the *zamindary sheresta*, the one to submit an *istafa* and the other to file an application for settlement and both to agree to the payment of arrears of rent, if any;
(b) The jotedars: In Mechpara, jotes were fairly numerous. The zamindars settled the jotedars on a low rental in order to entice them to settle under-tenants in turn, and so, gradually to bring the vast jungle lands in the zamindary under cultivation. It was then a necessity, for an individual could not get himself settled in the single owing to the depredations of the wild beasts. Thus, the jotedar brought in whole community to settle in the jotes, settled with him by the zamindar. He took care for them entirely to satisfy his own interest. Prior to the great earthquake of 1897 A.D., greater part of Jaypur and Nachnipara dihis were in the hands of the jotedars. But due to the depredations of this earthquake, most of the jotedars left the place and settled elsewhere. Since 1905 there had been an influx of population from Mymensingh and Pabna district of erstwhile East Pakistan to this estate, and new jotes were created. The jotedar from the beginning held large or small quantities of land in his jote, used to cultivate a portion by himself or by hired labour, and sub-letted the remaining portion to sub-tenants. In the uplands, i.e., hilly portion, there were no jotes; this portion was peopled by the Garos, Rabha, Kacharies and primitive Rajbongshis only.

Specific incidents attached to the jotedar were—
(i) he had the right of sub-letting;
(ii) he acquired no right of occupancy, sale or transfer of his jote;
(iii) he was granted temporary settlement (usually for a period of five years), and his rent was liable to enhancement at each re-settlement;
(iv) he could take co-sharers with the consent of the zamindar.

(c) Under-ryots, Koljans or Karfas: The jotedars were usually men of some means; they took possession of wasteland in expectation of making middlemen's profit by sub-letting to ryots at a higher rate than what they paid to the zamindar. The sub-tenants under the jotedars elsewhere known as the Koljans or Karfas, were known as the jotedar praja in this estate. They had no right of occupancy, and were subjected to enhancement of rent. (xx)

In view of the fact that the old zamindary records were first destroyed by the fire at Lakshipur in 1298 A.S. and subsequently by the earthquake of 1304 B.S., it is difficult to ascertain the origin of the jote system in Mechpara. As the Pargana formerly formed a part of the

Rangpur district, the system was, in all probability, imported from Rangpur. Originally the jotes were settled in accordance with the plough system, i.e., quantity of land was fixed by the number of ploughs and rent was assessed on the total ploughs. This system was in vogue till the great earthquake referred to. During the time when the new jotes were created, the standard of bigha system of measurement of land came in and almost all the jotes were settled in bighas, and rent was also assessed at per bigha. But no patta or kabuliyots were interchanged between the jotedars and these jotedar-ryots. 

The upland settlers formerly used to pay their rent in kind on banku or hoe, and supplied begar on particular occasions according to the requisition of the zamindar. These settlers did never execute pattas; they abandoned their agricultural lands as soon as the fertility was lost and occupied new plots of land and began cultivation there. At the time of payment of rent they informed the estate official of the abandonment of their former lands and occupation of new one.


13. Ibid.
Neither the jotedars nor the ordinary ryots of this estate were allowed to build pacca structure of any kind in the land under their possession for any purpose without the formal permission of the zamindar; they could not cut valuable fruitbearing trees and timbers within their holdings, unless formal permission was sanctioned by the zamindar. They were not to pay fee for grazing their cows and goats, but a tax was payable for grazing of buffaloes. But the tenants were required to take a pass at Rel-8 entitling them to take from the zamindar's forests thatching grass, bamboos, house posts, fencing materials, wooden posts, oil ghanies, ploughshares yokes, beams, and any other wood required for agricultural implements, boat-paddles, and fuel. But they were forbidden to cut any trees kept reserved, which were enlisted on the back of the pass issued to them.\footnote{14}

2. Other Ryots:

Besides the forms of tenancies described above, there were a number of Brahottar, Debottar, Maurasi and Bhogottar tenures, which were created in the time of the administration of Mahiram Choudhury.

\footnote{14. Ibid.}
1. **Brahmottar**: Given to Brahmins who came from Bengal, rent free, local rate being payable.

2. **Debottar**: Given to some disciple of Sri Sankardeb on condition that they would maintain the idol Bishnu Murti out of the income given to the donee and heirs.

3. **Bhogottar**: Given to Brahmins settled at Lakhipur, rent free, for use of land as homestead; local rate payable.

4. **Maurasi**: Granted chiefly by Mahi Ram and Prithivi Ram Choudhury to their relations for life and succession, and was rent free.

5. **Chakaran**: Lands used to be in vogue, but had been mostly resumed and assessed to ordinary rent.\(^{15}\)

The tenants of the above tenancies were tenure holders; they subletted their tenancies to the sub-tenants, and earned middlemen's profit.

6. **Dewania**: The *jotes* in this estate were either 'Speculative'; i.e., taken up usually by members of non-

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\(^{15}\) Laine, A.J., Ibid., pp. 74-75.
cultivating families, inclusive of the relatives of zamindars retired officials, pleaders, etc. or 'cultivating' taken up by the rich local tenants, headmen of immigrants families or group of families. In case of cultivating jotes, the holding was generally recorded in the name of the head tenant called Dewania, though it was the joint property of the co-shares. The Dewania was in all intent and purposes a middleman. Though sub-infeudation was not common in this estate, there were three kinds of sub-tenants:

3. Sub-tenants:

i) Karfa: Paying annual cash rent.

ii) prajali or Adhitar: paying half share of the produce.

iii) Korari or Chukti: Paying a rate of produce rent per bigha, sometimes in cash per bigha.\textsuperscript{16}

4. Parbotjoar Estate:

Greater portion of the land under Parbotjoar estate was covered with forests. In the cultivable area only a small portion was at first brought under cultivation by the original Mech, Rava, and Rajborgshi people of the estate. They held land directly under the zamindar. In the year 1870,\textsuperscript{16}

\textsuperscript{16} Ibid,, p. 77.
there were only 5-15 tenants in the whole pargana. Gradually with the influx of people from different parts of the province and from East Bengal, khas jungle lands were brought under cultivation.

As greater portion of khas land was lying waste, zaminder's intention was to bring more lands under cultivation with the help of the scattered tenantry, and thus the tenants' rent was assessed not on actual quantity of land cultivated, but on the implements of husbandry, viz., plough and spade, so that the greater the labour they could spend on the land the more the profit they would derive from it. The Rava tenants cultivated their lands with spades, while the Rajbongshis and Meches cultivated with hal. Thus, the hal or banku system was in force till 1875, when measurement and classification of land were introduced for the assessment of rent.

Originally there was only one class of tenants in this estate—the agricultural ryots who held land directly under the zaminder. They did not acquire permanent interest in the land, for they occupied lands for cultivation most temporarily. As soon as the fertility of lands in occupation diminished, they abandoned the lands (at the end of two or three years), and took fresh jungle lands...
for cultivation either in the vicinity of the same village they lived in, or in other places where such lands were available.

With the introduction of Act VIII of 1869 in 1892, classification of tenants came into force. Accordingly, there were three kinds of tenants in this estate, viz.:

i) Ryots having rights of occupancy.
ii) Ryots not having rights of occupancy.
iii) Under-tenants.

All tenants of the estate were described simply as ryots in the zamindary sheresta, irrespective of the purposes for which lands were held by them. As matters stood, they were ryots in the sense that originally they held land for agricultural purposes. Subsequently, the value of the land increased, and a class of tenants had arisen, who had held land not for their own cultivation but for letting it out to sub-tenants, who paid them rent for it. The status of these tenants were not separately recognised by the zamindar. Yet in the eye of law their position was no better than that of a middleman or a

17. Infra, Chapter XII.
tenure holder. Of course, the number of such tenure-holders was limited. Further, there were originally some special forms of holding in this estate, viz., Brahmottar, Debottar, and Maurasi. But all Brahmottar and Debottar tenures were resumed by the zamindar by means foul or fair.

The tenants who held land either directly under the zamindar or under the middlemen were known as ryots, and those of them who held land continuously for 12 years were recognised as occupancy ryots. The ryots who did not acquire occupancy rights were no better than the tenants-at-will. These tenancies were created by contract. The system of exchanging pattas and kabuliyats was unknown, and that the precise rights of the tenants had never been determined prior to the introduction of the Bengal Act, VIII of 1869. The ryots, who had not occupancy rights, were liable to be ejected on the expiry of the period of lease, or a term, in all other cases by six months' notice ending with the year. The ryots having occupancy rights were not to be

20. Section 6, Bengal Act No. VIII of 1869.
ejected except in execution of a decree obtained against them on the ground of breaking the terms of the contract made with them by the zamindar.

The incidents mentioned above were in terms of law. The incidents of the tenancy as fixed by custom or contract were those of ordinary agricultural tenants. No special incidents were attached to them. As regards the rights of tenants to create permanent structures, the custom was that the tenants would have to take written permission from the zamindar. They had no rights to trees grown in the holdings they held; they had no rights, recognised as such, to free pasturage; but in view of the existence of abundant quantities of Khas land in this estate, the zamindar allowed them to graze their cattle free of any charge. If outsiders, who were not the tenants of this estate, erected cowsheds on Khas land for grazing purposes, they had to pay rent at fixed rate for the use and occupation of the land.

Heritability of holding was recognised by the zamindar, but transferability of holding was not recognised at all. When a person petitioned for registration of his name in the zamindar's sheresta on the ground of heritability, an enquiry was made as to the right of his succession. The mutation was sanctioned in favour of him, if his right
to succession was found valid. In case of transfer of holdings, the process of relinquishment was followed; the transferee had to apply for settlement of the plot already relinquished on the ground of transfer. Then settlement was made to him on receipt of Salami for settlement of land, and his name was registered in the sharesta of the zamindar as a new tenant with all the incidents of the transferee.21

The under-tenants were known as Koljan, Adhiar, Prajali, Halwa and Chukanidar, and they had no rights except verbal lease for short period and right of inheritance during period of the lease.22

5. Karaibari Estate:

There were three classes of tenures or holdings in the Karaibari estate, viz.;

1) Jotedars
2) Chukanidars
3) Dar-chukanidars.

The jotadars were of three categories; (a) some of the jotadars were non-agriculturists; they were in occupation of the entire lands of their jotes by receipt of rent through under-tenants; (b) some partly by cultivation and partly by under-tenants; and (c) some by cultivation only.

Some of the jotadars were tenure-holders, and some were occupancy ryots. The jotadars who held lands by cultivation more than twelve years were treated as occupancy ryots.

The incidents attached to the jotadars in this estate were as follows:

i) The holding was neither heritable nor transferable.

ii) Rent was liable to enhancement.

iii) The tenants could not cut down trees grown in their holding without formal permission of the zamindar.

iv) The tenants were liable to ejectment or failure to pay rent.

v) The tenants could not construct any permanent structure without formal permission of the zamindar.
It is worth noting that there was no custom prevalent in this estate by which the incidents enumerated above were controlled or modified. This was done by contract between the tenants and landlords.

The jotedar sub-letted their lands to the sub-tenants, called the Chukanidar; the Chukanidars also sub-letted their land to under-tenants, called Dar-Chukanidars. The Chukanidars and Dar-Chukanidars had no rights whatever in their lands; they were liable to ejectment at any moment; they acquired no right of occupancy in their lands; their rent was liable to enhancement at any time; their holdings were neither transferable nor heritable; they were practically, tenants-at-will.

The Adhiar system was also in force in this estate. Some times, the tenants, i.e., Chukanidars, cultivated portion of their lands by Adhiars. Usually, the Adhiars were given seeds and plough with cattle by their immediate landlord.

Apart from the ordinary classes of tenants mentioned above, there were a few special tenancies in Faraibari estate.

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There was one tenure which was claimed by the tenant as Kakrari Maurasi and was held at fixed rate. There was one Bhogottar grant given to family of Brahmins known as Rajpandits. There was also some Chakaran lands granted to barbars. Besides these, there was also a small pirpal in Faralbari estate. It is to be noted that nothing was definitely known as to whether these special grants were based on any written documents. The Jotedars of this estate were of old standing. The system of exchanging pattas and Fabuliyats was followed after 1311 A.D., but extended only to a fraction of the tenants. Many jotedars issued pattas or took Fabuliyats from the Chukanidars, but there were a number of jotedar who did not issue patta at all. As has been already stated, transferability or heritability of tenures of holdings was not recognised. When a jotedar died, it was by custom that his son or successor got their names registered in the zamindary Sheresta and it was done on payment of a mutation fee, which was calculated a half of the annual rental of the jote. Similarly, though no right of transfer was granted to the tenants, sale of jotedars' holdings was prevalent. After the sale was effected, it was customary to effect mutation of names in the zamindary Sheresta for which a transfer fee was realised. Formerly the tenants of this estate used to cut trees, grass etc. from zamindar's Jhas forests for
fuel and other purposes; in return for these they used to work for the zamindar. This was known as the begar system. But subsequently, this system had been dispensed with; the tenants had to take pass for cutting forest products. They had to pay grazing fee which were levied yearly according to the number of cattle.

6. Chapar Estate:

In the old days, there was only one class of tenants in this estate, namely, the agricultural ryots, consisting of Muhammedans, Rajbanshis, Kalitas, and few Teches, who cultivated a small fractional part of the whole estate. They held lands directly under the zamindar. The lands were leased out to them mostly on verbal contract, though in some cases written contracts were executed.

The incidents of their tenancies were those of the ordinary ryots or tenants-at-will. They had no permanent interest in land; for they did not like to cultivate one plot of land for longer period. When the productive power of the lands under their cultivation exhausted, they used to abandon the land, and started cultivating new plots of jungle lands either in another part of the village they lived in or elsewhere. But since 1905 Muhammedans from

the neighbouring district of East Bengal began to immigrate to the estate; they gradually reclaimed the major portion of the then existing **char** lands by taking settlement of extensive areas on a nominal rate of rent\(^{28}\). Large tracts of lands so scattered with the new settlers were called **jotes** and they brought tenants from East Bengal; subletted their holdings partially or wholly to them. Thus a new class of tenants had arisen, who held land not for their own cultivation, but for sub-letting it to the sub-tenants and for collecting rent from them. They were known as **jotedars**.

**Tenure holders:** It should be noted here that the Dewan of the estate was uncertain as to whether the **jotedar** was to be classified as a tenure-holder. In some cases the **jotedars** cultivated a portion of the **jote**. But there were some **jotes** granted to non-agriculturists, who might be regarded as tenure-holders under Bengal Tenancy Act. Though not mentioned in the report of the Dewan referred to, there was one or two **meurasi** holdings near Chapar. The zamindar did not admit that the **makrari** rights were attached to them. As a matter of fact, the rents of these holdings remained fixed, and thus these holdings appeared to have

\(^{28}\) Revenue A, December, 1931, No.303-310, Assam Secretariat Record Room, Dispur.
enjoyed makrari right. These holdings, in all probability, were initially granted on written sanads.

There were also some invalid Lakhriraj in this estate. A debottar holding was granted to a Rajbongshi, who assumed the sacred thread, but the holding was resumed by the zamindar when he was debarred from fulfilling the object for which the tenure had been granted.

Special tenancies and Service Tenancies: There were some special tenancies in this estate. The pichalaboti people or servant class were allowed homestead and cultivable lands, free for rent, within the zamindar's hanaabari in lieu of compulsory manual services rendered to the zamindar. But such lands were resumable at the option of the zamindar. Plots of lands on which government, local board, etc. buildings stood, had been handed over to the authorities free of rent on condition of reservation of the lands to the estate when these were no longer required for the purposes for which they were originally given.

With the introduction of the Bengal Act VIII of 1869, the tenants of this estate could be classified.

30. Ibid.
31. Ibid.
32. Infra, Chapter XII.
under the following heads:

1) Ryots having occupancy right.
2) Ryots having no occupancy right.
3) Under-tenants.

The ryots who had held land for cultivation for a continuous period of 12 years were recognised as the tenants having right of occupancy under the provision of the said Act. Those ryots were not liable to ejectment except in execution of decrees obtained against them on the ground of the breach of the condition of leases, which were binding on them. The rents of these tenants were, of course, liable to enhancement. The ryots, who did not acquire the right of occupancy were tenants-at-will, and they were liable to ejectment on the expiry of the term of leases made with them.\(^{33}\)

The incidents attached to the tenancy were fixed by the custom or contract. As regards the right of tenant to erect permanent structures, it was certain that they had no such right, but they could erect permanent structure on receipt of prior permission of the zamindar. Similarly, the tenants had no right on the trees grown in their holdings; they could cut the trees with the permission of the zamindar. No free rights of pasturage were granted

\(^{33}\) Chapar Dewan's Statement, Op cit., p. 103.
to them. But where there was abundant quantity of khas land, the zamindar allowed the tenants to graze their cattle (cows only) free of any grazing fee, but tenants, who had bathans, had to pay a fee for grazing buffalo at annas-\%4/- per head for every year. Heritability of holding was recognised by the estate, but transferability of holdings was not recognised. When a tenant claimed succession to a plot of land, his ground of inheritance was enquired, and if it was found valid, his name was entered in the zamindary sheresta in place of the former holder. In case of transfer of the holdings, the transferer had to relinquish his holding and the transferee had to apply for the settlement of the holding in his name. On payment of Salami and nazar by the transferee his name was registered as a new tenant. A few tenants in this estate paid rent in kind to the zamindar in khamar lands, the quantity of the produce being fixed according to the productivity of land. Some under-tenants also paid their rent in kind to their immediate landholder.\(^{34}\)

\(^{34}\) Ibid., p. 105.