[No. 218.]

Extract from speech delivered by W. Maude while moving the Champaran Agrarian Bill in the Bihar and Orissa Legislative Council on 29 November 1917. [1]

"YOUR HONOUR,

I rise to move for leave to introduce into Council a Bill the objects of which have been described in the preamble as, firstly, the settlement and determination of certain disputes which have arisen in the district of Champaran between landlords and tenants regarding certain obligations of the said tenants ; and, secondly, to establish a system of penalties for the taking of *abwab* similar to the penalties which under section 58 of the Bengal Tenancy Act can be imposed upon a landlord who refuses or neglects to give a legal receipt for rent ; and before I attempt to explain to the Council the nature of the obligations with which the Bill deals, and the method of dealing with them, I would ask for the forbearance of Hon'ble Members while I refer as briefly as possible to some of the more recent stages of the past history of the relations between the indigo-planting community and cultivators of Tirhut and especially of Champaran. [2].....

'I have gone at what I am afraid is rather wearisome length into the past history of what may be perhaps best described as the indigo difficulty, because it is constantly asserted, and I have myself often heard it said, that there is in reality nothing wrong or rotten in the state of affairs, that every one concerned is perfectly happy so long as they are left alone, and that it is only when outside influences and agitators come in that any trouble is experienced. I submit that this contention is altogether untenable in the light of the history of the past fifty years of which I have endeavoured to present to the Council a brief sketch. What is it we find on each individual occasion when fresh attention has been at remarkably short intervals, drawn once more to the conditions of the production of the indigo plant ? We do not find on each occasion that some little matter has gone wrong which can be easily adjusted, but we find on every occasion alike that it is the system itself which is condemned as being inherently wrong and impossible, and we see also repeated time after time the utter futility of bringing the matter to any lasting or satisfactory settlement of the price paid for indigo and a reduction of the tenant's burden by reducing the limit of the proportion of his land which he would be required to earmark for indigo cultivation. Repeatedly these

---

1. Proceedings of Legislative Council, Bihar and Orissa, 29 November 1917.

2. The Historical review made in this speech is not included due to consideration of space. This has, however, been already quoted freely in the Introduction to this volume.

expedients have been tried repeatedly they have failed to effect a lasting solution, partly because they could not be universally enforced but chiefly because no tinkering can set right a system which is in itself inherently rotten and open to abuse. And in this connection I would pay a tribute to the Bihar Planters' Association which has honestly and at all times done its best to put things right and do what appeared to be just and called for. But the Association is not omnipotent—it can only control its own members and it cannot force into its fold those who in order to evade its rules or for other reasons chose to remain outside. Nor have the tools at its command been efficient. As an association of persons whose own interests were involved it would scarcely strike at the real root of the evils and it could, therefore, only employ temporising methods which could result in no permanent settlement. Government alone, and that only by legislation, can kill the real root of the disease, and I contend that history for forty years and more has been building up a case for drastic action by Government and that the findings of the recent committee, findings which I need not set forth at length because they have merely repeated once more what has been found time after time before, have merely set the key-stone on the case for interference.

"Now the root of the evil is the *tinkathia* system under which the *raiyat* is bound either by a contract or as an incident of his tenure to cultivate in indigo a proportion of his land to be selected each year by the factory. It is this obligation which clause 3 of the Bill is intended to abolish once and for all in the Champaran district. The abolition applies not only to cases where the *tinkathia* is dependent on an incident of the tenancy, but also to cases where it is dependent on a mere civil contract between the factory and the *raiyats* and we have heard a good deal in certain papers about the iniquity and illegality of putting a sudden end to contracts which have been already entered into. As to the legal aspect I can only say that I am not aware, and as the Government of India have sanctioned the introduction of this Bill, they also are apparently not aware, of legal constitutional bar to an enactment being passed which will have the effect of closing down existing contracts should it be deemed necessary to do so in the pursuit of justice and good administration. Put boldly and without adequate explanation, it certainly sounds an extreme measure to bar existing contracts, however doubtful they might be, but the circumstances in this case are peculiar, the fact being that in the vast majority of cases the indigo obligation has already been commuted on the initiative of the planters themselves in the shape either of *sharahbeshi* or of *tawan*, while in cases where it is based on an incident of the tenancy, it will now under clause 4 of the Bill be commuted by way of *sharahbeshi* or of *tawan*. The Bill also provides for the proportionate return of advances where such have been taken and have not been already fully worked off. The iniquity

of the termination of the contract disappears, therefore, in the light of the compensation which has already been taken in most cases and in other cases will be taken, and the the practical effect of the clause will merely be to prevent any revival of the *tinkathia* system in the future, a provision the necessity of which has, as I have already shown, been amply demonstrated. It will be observed that the abolition and prohibition of the contracts referred to in this clause of the Bill is not confined to indigo but covers the case of any other kind of crop also. This has been done deliberately because it has been found in some cases that certain concerns, when the growing and manufacturing of indigo became no longer lucrative, attempted to create a liability on the part of their tenants to grow for the factory some other specified crop in place of indigo, a procedure which of course led to state of things just as objectionable as it was before when the tenant was only bound to grow indigo.

"I now come to clause 4(1)(*a*) of the Bill and I am afraid that I am here beginning to enter upon delicate ground. The clause lays down that where an enhancement of rent has been taken in lieu of the obligation to grow a particular crop, the enhancement, i.e., the additional rent added by the enhancement, shall be reduced by a certain specified proportion, viz., 20 per cent in the case of the Turkaulia concern and 26 per cent in the case of other concerns. This peculiar provision appears to the observer, and in fact is entirely arbitrary, and some explanation of it is necessary. It was the outcome of pure compromise. The members of the Committee unanimously considered that the enhancements which had been taken by the five concerns, which alone took *sharahbeshi*, were excessive, representing as they did anything from 50 to 75 per cent on the previously existing rental. It was not overlooked that the rents were previously very low and had been allowed to remain so in consideration of the indigo liability, but even when due allowance was made for this a sudden enhancement of from 50 to 75 per cent was admitted to be excessive; and as there was no exact standard that could be utilized, the amount to be reduced was, after much discussion, fixed by agreement with the principal factories concerned. The delicacy of the situation, to which I have referred, arises from the fact that the manager of one of these principal factories has since thought fit to repudiate the agreement[1] in the public press on the ground that he had been led to believe that the Committee were not going to interfere in any way with the sum which has been taken as *tawan* or lump compensation for the abandonment of the indigo obligation in the temporarily leased villages of the Bettiah Raj in which *sharahbeshi* could not be, or was not taken. It was not the function of Government to enter into a controversy in the public press but I take this opportunity

---

1. *Vide* Irwin's letters at nos. 196, 199 and 200 *ante*.

of stating emphatically before this Council that Government are in possession of information which fully entitles them to disregard that repudiation is wholly unjustified by the actual facts, and they have accordingly framed this clause of the Bill in accordance with the unanimous recommendation of the Committee and in accordance with the agreement which was entered into with the Committee before they made their recommendation. The solution is, as I have already stated, an arbitrary one, but in the opinion of the Government it is a just and reasonable solution and is, or ought to be, binding upon those who made it.

"The question of the refund of the *tawan* which has been taken in the temporarily leased villages is totally separate from the question of reduction of *sharahbeshi* rents and was quite separately dealt with by the Committee. It could not be enforced by legislation and it, therefore, does not figure in this Bill; but at the same time, so far as Government are informed, it is not true to allege that the parties to the agreement about *sharahbeshi* were not all cognizant of the Committee's intention as to *tawan* while as regards the equity of a refund of some portion of the latter, it is only necessary to refer to the figures which Mr. Irwin has himself given in his letter and in his evidence before the Committee. He claims to have levied no less than Rs. 3,20,000 as *tawan* while in his written statement he says that Rs. 6,60,000 in round figures was collected as rent in the *thika* villages in five years, or an average of some Rs. 1,30,000 per year. He thus mulcted the tenants to the tune of nearly three years' rental when his own leases were being renewed from year to year, or looking at it in another way, he levied *tawan* at Rs. 75 on the indigo *lagan bigha* being equivalent to a levy of 3/20th of that amount or Rs. 11-4-0 on the *jamabandi bigha*. His *sharahbeshi* worked out to an average of Re. 1-14-0 per *jamabandi bigha*, so that he levied six years' purchase from this *raiyats* for freedom from an obligation which had practically become defunct.

"To return to *sharahbeshi*, if it is equitable to take a reduction by agreement in the case of the three big factories, which contain 95 per cent of *sharahbeshi* rents taken, it is equally just and reasonable to extend the reduction to the two minor concerns which did not enter into the agreement but in which also *sharahbeshi* was taken to an extent not less onerous than in the case of the three principal factories.....

"Clause 6 has been inserted on account of its having been clearly shown both before the Committee and in previous settlement inquiries, that a variety of *abwab* have been commonly levied in excess of and in addition to the legal rent and cesses both by *thikadars* and by proprietors, specially in the northern portion of the district. In order to discourage such illegal exactions it is necessary to give the Collector of the district the same power of imposing

a penalty after a summary inquiry as is given by section 58 of the Bengal Tenancy Act in cases of withholding proper receipts. A slight addition has been made enabling the Collector to act on his own motion and not merely on complaint or the report of a Civil Court. The *raiyats* of the northern portions of the district are very backward and appear in spite of one previous settlement record to have little or no idea of what their legal liabilities are. A few examples made by the Collector will, it is hoped, have the effect of teaching them the meaning of a legal rent beyond which the landlord must not go.

"I have now finished with the provisions of the Bill, but before I resume my seat I should like, if the Council will grant me their forbearance for one minute longer, to revert to the vexed question of *tawan*. I have already shown that the supposition that its partial refund came as a thunderbolt to the planters is a fallacious supposition. I have also shown, although *tawan* finds no part in this Bill, that the extent to which it was levied was inequitable. But there is yet another contention about this form of commuted obligation, with regard to which I desire to say a few words. It has been claimed in the public press that the levy of *tawan* was approved by Government and definitely sanctioned by Mr. Rainy when he was Collector of Champaran, who is said, both in writing and in a certain speech which he delivered at some function or other, to have given the institution of *tawan* his official blessing. I cannot arrive at any trace of the speech referred to, neither have I been able to procure a copy of the letter in which Mr. Rainy is said to have approved of the taking of *tawan*, but having been member of the Board of Revenue at the time I have a very clear recollection of what really took place. As I have already explained, the original form of compensation for remission of the indigo obligation in the *thika* village was a yearly compensation and it was forbidden by the Board of Revenue except where the *raiyat* had been guilty of deliberate damage or neglect. Subsequently the Manager of the Motihari concern hit upon the new expedient of taking compensation in the form not of a yearly fee but of a lump sum down which freed the *raiyat* once and for all from the obligation. He then asked the Collector, Mr. Rainy, if such compensation, now known as *tawan*, would be permitted by the authorities. In sending up the case Mr. Rainy said that he would not recommend the prohibition of this form of compensation, as it was a matter between the *raiyat* and the factory, and it was most desirable from all points of view to encourage to the utmost the disappearance of the *tinkathia* system, a disappearance which Mr. Irwin himself had admitted 'would be to the great advantage of everybody concerned, official raj, planter, and raiyat'. The Commissioner supported Mr. Rainy's view, which was referred by the Board to Government and orders were eventually passed that if this new kind of *tawan* were taken by voluntary agreement Government would not

interfere, but it must be distinctly understood that it could in no way interfere with the right of the Raj to apply for an enhancement of the rents of the *raiyats* under the Bengal Tenancy Act at the revision settlement when it came on. It will be observed that the alleged approval of the higher authorities was a purely negative statement, and it was accompanied by a warning which was in fact disregarded when *tawan* was taken at the rate at which it was taken, because it became at once clear that when the *raiyat* consented to pay at the rate of Rs. 50 to Rs. 100 per bigha of indigo *lagan* he must have been under impression that he was paying not only for the extinction of one or two years' liability to indigo or even for the extinction of a liability coincident with the *satta* but was also paying at the same time for a permanent exemption from enhancement of rent. The result has been that the Committee have been compelled to recommend in paragraph 11 of their report that the Court of Wards should abstain for seven years from taking any enhancement, and Government on behalf of the Court of Wards have been compelled to accept the justness of the recommendation and to order that it shall be carried out. I fail to see how in these circumstances any sane man can maintain that an order for a refund of a substantial proportion of the *tawan* taken is an improper or unjust order.

"We are now discussing only the principles of the Bill. If the motion which I am making is carried I shall then move that the Bill be relegated to a Select Committee in which the details of its provisions will be fully discussed and considered and on which the two Hon'ble Members[1] who are here as representing the Bihar planters will of course find a place.

"I have now, Sir, come to the end of my remarks and I must apologize to the Council for having occupied so much of its time. I claim to have established—

First, that as the Committee have put it, the *tinkathia* system has outlived its day and must perforce disappear. Mr. Irwin has himself admitted that the sooner it disappears the better for every body.

Secondly, that in its disappearance as regulated by this Bill, no injustice has been done to anyone.

Thirdly, that the introduction of the side issue of *tawan* can avail nothing so far as this Bill is concerned because it is unconnected with it and irrelevant, but that at the same time it was in no way sprung as a surprise upon the planting community, while as a distinct and separate measure the refund is both just and necessary.

---

1. J. V. Jameson and P. Kennedy.

"Government have no desire to strike a blow at the Indigo Industry nor indeed, if they had such a desire, could it achieve it through the provisions of this Bill, for the simple reason that if indigo is sound commercially it can be grown and manufactured on open business terms and yet with a good profit. If it is dependent on conditions which are unsound and oppressive the sooner it disappears from the face of the country, the better it will be. The wish of Government is simply to put an end to conditions in which the *raiyat* cultivator owing to his agrarian relations with the planter is unable to hold his own and can be made, and sometimes is made, to do things which in his heart of hearts he would never consent to do. Nor, Sir, do Government suffer from any lack of appreciation of the many and great services which the indigo planters of Bihar have constantly rendered to the province in which they live. We cannot perhaps go so far as to admit that some of them magnanimously took up *mukarrari* leases of Bettiah villages with the sole object of paying out of their own pockets the interest on the sterling loan, as a recent writer to the daily papers would apparently have people believe, but we can and do give the Bihar planters as a class the fullest credit for having proved themselves good and considerate landlords at all times, and especially in time of flood and famine, as well as for the unswerving loyalty with which they have invariably supported Government and striven to meet their wishes. Nor do we underestimate the value of the capital which the European planter alone has been both able and willing to bring into the districts of Tirhut. But deep as these feelings are they would in no degree avail us as an excuse if we have decided to gloss over serious abuses and leave them untouched, now that their existence has been forced home upon us by recent events and recent enquiries. It is for the removal of some of the most patent of those evils that this Bill has been brought before the Council, and I accordingly ask the Council's leave to introduce it and let it run its course until it eventually, with such modifications as may, hereafter, seem just and necessary becomes part of the law of Bihar and Orissa."

[No. 219.]

Speech delivered by J. V. Jameson in the Bihar and Orissa Legislative Council on 29 November, 1917, in reply to William Maude's speech of the same date.[1]

"I will first of all ask Your Honour to be good enough, if I exceed a quarter of an hour, which I believe is the limit ordinarily allowed for speeches in this Council, to extend to meet the same concession as has been allowed to the Mover of this Bill.

---

1. Proceedings of Legislative Council, Bihar and Orissa, dated 29 November, 1917.