CHAPTER XII.

The permanently-settled estates.

300. *Killa Kanika.*—Killa Kanika, the largest estate on the revenue roll of the Cuttack Collectorate, covers an area of 440 square miles, out of which 275 square miles are in Cuttack district and 165 square miles in Balasore. The estate lies on the sea-coast on both sides of the Dhamra estuary. There is a belt of jungle along the sea shore. Further inland are arable plains. The parts adjoining the coastal jungle are partially protected from salt water inundation by that jungle and by the embankments constructed for the purpose by the estate. Owing to encroachment by the sea the jungle is at many points an inadequate protection. The embankments in the Cuttack area were badly breached by a cyclone a few years ago, but have since been repaired. The cultivated lands lying further inland are subject to floods of the Baitarani and Brahmini rivers.

301. *Previous settlements.*—The estate was under the Court of Wards from 1844 to 1849 and again from 1862 to 1902. There were three private settlement while the estate was under the Court of Wards. The last of these, that of 1889-94, was preceded by a cadastral survey carried out by a professional survey party. uuder Act V of 1875. During the present settlement all the old villages were resurveyed, and an original survey was done of the newly-formed villages. An area of 4,350 acres of jungle, not contained in any village, was excluded. An authoritative record-of-rights was prepared for the first time.

302. *Classification of areas.*—The total area of the Killa surveyed in the present settlement was 202,933 acres, of which 127,634 acres, or 63 per cent are cultivated and 11, 512 acres, or 6 per cent are current fallow. Since the settlement of 1889-94 about 10,000 acres have been brought under cultivation. There is still a large area of jungle capable of being reclaimed. Within the boundaries of the estate there are 816 acres of Government lands 51,253 acres were recorded as *anabadi* of the proprietor. No *sarbasadharan* or *rakhit khatas* were prepared. Public rights and easements were noted in the remarks column of the plots affected. There are 855 acres of *nijjote*. including 227 acres in which occupancy rights have accrued.* Only 11 decimals of this area is held on produce-rent and the rest on cash-rents. The total area in the estate recorded as under produce-rents is only 129 acres. There are 463 acres of ordinary *jagir* and 78 acres of *desheta jagir.*

303. *Rent roll.*—The cash rent roll at the commencement of the operations amounted to Rs. 1, 98.347 of which Rs. 1,71,351 was for an area of 120,330 acres held by settled and occupancy *raiyats*, at an average rate of Rs. 1-7-0 per acre. The rent roll after the proceedings under section 128 and sections 136 and 137 has risen to Rs. 2,20,989.

304. *Minha.*—The custom of allowing resident *raiyats* to hold homestead lands up to one-sixteenth of their rice lands in a village rent-free prevails in this estate.

305. *Fisheries.*—The estùary and sea fisheries in the Killa are very valuable. The income is estimated to be about Rs.20,000 a year.

306. *History of rents.*—Mr. Sakhawat Hossein in his report of the settlement of 1889-94 shows the area of *raiyati* holdings under the proprietor as 107,966 acres, and the rental as Rs. 127,917-8-0. Since then the Raja had affected various enhancements of the existing rents. Rents were enhanced in 1909 in the part of the estate east of the Matai river in Balasore. The enhancement was by four annas per rupee of rent, of which two annas was said to be on the ground of rise of prices and two annas for an improvement—the recoustruction of the Nuna Bundh. There was also a general enhancement in the Cuttack portion in 1916, which in some cases was within the legal limit of two annas in the rupee and in some cases beyond this limit. There were also several local enhancements on account of various

*Actually a great deal of the remainder is held on produce rents.

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embankments. constructed or repaired (the Satbhaya embankments, the coastal embankment near Kaintha, one further inland between Tiari and Mangarajpur and the embankment and canal near Chandibansmul). These enhancements varied from four annas to eight annas in the rupee, They, were in many cases within fifteen years of a previous enhancement, so that they were *ipso facto illegal.* The others could be regarded as legal if it were proved that there had been a genuine contract between landlord and tenant and that the embankment was in effect an improvement. They had clearly, however, been quite arbitrarily imposed, and it was doubtful whether there had been any real improvement, although undoubtedly the landlord had incurred a good deal of expense in keeping embankments in order. Generally these enhancements were treated as illegal at attestation but later under section 137 were restored and settled by compromise.

307. *Rent settlement in Balasore under section* 128—In the Balasore portion an attempt was made in 1925 by the landlord to effect a general settlement of fair rents by compromise under section 137. But as the relationship between landlord and tenants was strained only about 1, 000 rents were settled in this way. Thereafter acute differences arose between the parties and the landlord filed cases under section 128 throughout the Balasore area of the Killa.

An attempt was made to compromise them, and the terms of compromise were actually drawn up and agreed to, but the agreement was later retracted Two test cases were then taken out, in order to decide the general principles at issue. The landlord appealed to the Special Judge against the orders passed by the settlement courts in those cases, and was partially successful. The tenants went up to the High Court, but their appeals failed. One of those cases concerned a village to the east of the Matai river and it was contended by the tenants that the enhancement of rent in 1909 was illegal, because (1) there had been no " improvement", and (2) there had been no contract. On those points it was held by the Special Judge, disagreeing with the Settlement Officer, that there had been reconstruction of the embankment amounting to an improvement, and that although there had been no written contract, the fact of continuous payment of the enhanced rents for seventeen years was sufficient to prove that the enhancement was agreed to In his judgment on appeal Ross J, observed that "just as in the case of the statute of frauds part performance is allowed to take the place of writing, so in the case of contracts for enhancement of rent proof of continuous payment of the enhanced rent may take the place of writing and registration".

The other test case concerned a village to the west of the Matai where there had been no enhancement in 1889—94. The main contest in this case turned upon the question of fixity of rent. The High Court made some interesting observations on the question of onus. The landlord had stated in his plaint that the rents fixed in the settlement of the year 1301 were not enhanced thereafter, The tenants pointed to this as an admission that the rent had not been enhanced for twenty years, so that the presumption of fixity arose under section 58 of the Orissa Tenancy Act. The landlord urged that the statement should be taken as a whole, i.e. as implying also that the rents were enhanced in the settlement of 1301. Kulwant Sahay, J. held that there was an admission of the same rent existing for a period of twenty years, and that the landlord would have to prove by evidence that there had in fact been an enhancement in the year 1301.

308. *Rent settlement in Cuttack under sections* 136 *and* 137—The disposal of section 128 cases in the Balasore portion of the estate was greatly retarded by those contests. The Cuttack portion was taken up in a later block, and in order to avoid a repetition of this trouble the parties were induced to effect a settlement of rent by agreement under the provisions of sections 136 and 137. The rates of enhancement agreed upon were 3 annas on those rents which had been current since the last settlement and 1 anna on those which had been current since the enhancements of 1916. (Where the 1916 enhancements were illegal, they were ignored,

the previous legal rents were attested and were then enhanced by Re. 0-3-0). Where rents had been illegally enhanced on the ground of improvements, the enhanced rents were settled as fair by the compromise. The great majority of tenants agreed to the compromise, with the result that no section 128 cases were filed by the Raja in the Cuttack portion,

309. *Result of rent settlement*—The result of the settlement of rents by suit was an enhancement by Rs. 10,067, and that of the compromises was an enhancement by Rs. 12,575.

310. *Public right of way and irrigation.*—The recording of the public right of way in the roads of the estate was strongly opposed by the landlord. The matter was referred to the Legal Remembrancer, and in the light of his opinion, the burden was placed on the public to prove the existence of an ancient right. When the public succeeded in proving uninterrupted enjoyment of the right for twenty years, the burden was shifted to the landlord, who might then prove that there had in fact been no dedication of a right of use to the public by evidence that...the road was constructed and maintained entirely at his cost or in other ways.

A similar principle was applied in dealing with rights of irrigation from tanks. ... ...

311. *Gochar*—There are no areas reserved for grazing purposes. It is indeed the inmemorial custom to allow the cattle to graze on all available waste land of the village but this will not limit the right of the landlord to lease out the land for cultivation. The tenants were anxious that these lands should be recorded as *gochar* and this word was often entered in the description column. But this cannot effect the landlord's right to bring the land under cultivation. It is hoped, however, that sufficient areas will be left open for pasture.

Along the sea-coast in Balasore there is a strip of jungle called *banipahi*. which supplied very good grazing for buffaloes. The tenants used to cut wood from here after taking permits and could also graze their buffaloes on payment of eight annas. About 1922 the Raja closed this jungle to the tenants. This led to some friction and to criminal cases. The Raja, however, appears to have been acting within his rights in closing this jungle in which the tenants have not exercised free rights of user at least since 1868.

312; *Record of Debottar properties.*—The mode of recording *debottar* properties caused some controversy in the Balasore area. The Raja claimed *sebaitship* of all these properties as spiritual head of the Killa. Inquiry at *khanapuri* showed that there are various classes of endowments and the Raja's claim to *sebaitship* only appeared to be valid in respect of one class. The Settlement Officer ordered the Raja to be recorded as *sebait* only when he actually exercises some control over the endowment. Legal opinion was given that where *debottar* land had been granted to a *Thakur* with some one as *marfatdar* under a *sanad* such as that quoted in Sukhawat Hassein's report page 52. the Raja has no right to be recorded at *sebait*. In the Cuttack area the Raja generally succeeded in being recorded as *sebait* without any contest.

313. *Nijjote lands.*—Some lands were found recorded as *koth-khamar* of the landlord in the *jamabandis*. These were claimed as *nijjote*, and as they appeared to fulfil the definition in section 135 of the Act they were so recorded.

314. *Rights in trees.*—The custom as regards tree in *raiyati* holdings was found to be that the *raiyat* enjoys the fruits but has no right to the timber. Bamboos are, however, taken by the *raiyats*, Trees on *niskar* and *tanki* holdings belong entirely to the tenants.

315. *Jungle management.*—The system of jungle management has undergone frequent changes, Under the Court of Wards a jungle cess of eight annas was charged to those who took wood. The present Raja introduced the system of charging six pies per rupee of rent, which was

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collected from all *raiyats* indiscriminately along with their rents. The maximum quantity of fuel wood allowed to be taken was 100 maunds and in addition wood for house-building and agricultural implements could be taken. The tenants were dissatisfied with this system. and the settlement authorities pointed out its unfairness to tenants residing at a great distance from the jungels. In 1928 the Raja went back to the system of levying a cess of eight annas, which is charged on each hearth. The maximum quantity was cut down to 50 maunds, and wood for house-building was not allowed. While negotiations for a compromise were going on in the Balasore area the tenants complained before me of this new scale of jungle charges and particularly of the restrictions on the quantity taken. The printed form of pass specifies the kinds of trees which are permitted to be taken for fuel and for agricultural implements, and defines the maximum quantities as follows :—

Fuel wood	...	...	...	...	...	**50 maunds.**
Nangal	...	...	...	...	...	**2 pieces.**
Kanti	...	...	...	...	...	**2 „**
Isa	...	...	...	...	...	**2 „**
Juali	...	...	...	...	...	**1 „**
Maigar	...	...	...	...	...	**1 piece.**

It also names the portions of jungle which are open. The estate reserves the right to close any portion of the jungle at will. The jungle is divided into blocks, some of which are "protected" and some "reserved". The protected blocks are closed and the reserved ones are opened in rotation. The tenants also complained that the nearest open jungles were very far from their villages and that to get there they had to take their boats through a channel for which they were charged a fee by the estate.

316. *Causes of discontent.*—The *raiyats* are harassed by innumerable charges which are a serious drain on their resources and are in my opinion responsible for a great part of the discontent that prevails. As an example may be given the system of *bhul sansodhan* or mistake correction, on which pretext many fees are charged to *raiyats* who are not responsible for the mistakes, and incidentally rents are often unfairly enhanced. Again it is a ground of complaint in Chhamukha at least that no petition is received unless written by the Raj petition-writer on the proper form, with appropriate charges. The system of dealing with social delinquents and levying fines for readmission into caste which prevails here as in some other Killas, is unusually rigorous. In this estate as in Sukinda the estate officers decide disputes practically in the manner of courts with the Raja as final court of appeal. The registration of documents in Government registry offices is severely dicountenanced, and rarely occurs. Moreover, several instances were detected of land being resumed by the estate for its own purposes without due compensation to the tenants. The Executive Officer of the estate in Chhamukha was reported by the Attestation Officer to be extremely oppressive in his dealings with the tenants. The restrictions on the cutting of jungle and the estate's policy of reservation are resented as illiberal to the tenants. Fees are illegally charged for the mutation of the names of heirs in the landlord's *sherista.* The estate also derives income from various compulsory charges in the nature of searching and copying fees, process-fees, sale-proceeds of petition forms; and from numerous "taxes", of which the charcoal tax, paddy-stacking tax, honey tax and cowdung pit tax may be regarded as typical.

317. *Management of endowments.*—The estate is very efficiently managed, and considerable sums are expended on upkeep of embankments. There are 158 miles of embankments in the estate.

318. *Transferability of holdings.*—The custom about transfer of ordinary *raiyati* holdings is that the consent of the landlord is necessary, and indeed in a few cases this consent has been refused. The estate has adopted the usual rate of 25 per cent of the consideration money as the fee for mutation in the case of ordinary rent-paying holdings, but a higher rate

is charged to purchasers from outside the estate., or when there is a registred sale-deed. These rates are charged on the nominal value of land in the village, as fixed by the landlord, unless the actual price is higher. Rent-free and qnit-rented (*tanki*) holdings are also non-transferable without the consent of the landlord, and these are generally resumed on transfer and assessed at the village rate.

319. *Accretions on the coast,*—In the course of settlement it was discovered that several hundred acres of land had accreted to the estate along the sea-coast in Balasore. It was at first proposed to demarcate the area and assess it to revenue as a separate tauzi under rule 730 of the Settlement Manual. But Government were advised that this could not be done under the settlement notification under the Orissa Tenancy Act but only after a special survey under Bengal Act 9 of 1847. It was further pointed out that the maps of 1888-89 had not been recognized as a revenue-survey and that there was no evidence on record to show how the present maps compare with the revenue-survey of 1840-41. The orders passed at section 116 stage to record the lands as a separate tauzi were revised by Mr. Reuben as settlement Officer. *

KILLA CHHEDRA

320. *Killa Chhedra.*—Killa Chhedra covers 5, 244 acres in the centre of Kendrapara subdivision. The Commissioners in 1803 allowed it a permanent settlement, but it was not mentioned in Regulation XII of 1805. In view of its situation in the Moghulbandi area its inclusion among the permanently-settled estates is rather anomalous. The estate passed out of the family of its original proprietors by sale in 1836. There have since been several transfers and the orginal tauzi no. 17 has become four tauzis by partition (nos. 17, 5890, 5891 and 5892). The total revenue paid by the four estates is Rs. 2,258.

This estate was included in the Provincial Settlement operations in accordance with the order of Sir Charles Elliott, who decided that the permanently-settled estates should be taken up if they were mixed up in the temporarily-settled area or were irrigated by canal water.

The question of the estate's right to retain its permanently-settled status on alienation was enquired into but no original *sanad* or other paper could be traced to throw light on the circumstances of its permanent settlement. It has, therefore, been presumed to be entitled to retain its status. The original, tauzi no. 17, is now held by Srimati Sukheshini Bose, a resident of British Chandanagore in Bengal.

In the four tauzis an area of 3,364 acres is held by settled and occupancy *raiyats* on a total rent of Rs. 9,518. The total cash-rent roll amounts to Rs. 9,771. The proprietors did not file any applications for enhancement of rent under section 128. There are 111 acres in cultivating possession of the proprietors and 12 acres held by tenants on produce-rents.

KILLA KALKALA.

321. *Killa Kalkala.*—Killa Kalkala is a small permanently-settled estate with an area of about 19 square miles, situated at the extreme south-western corner of Jajpur subdivision adjoining Dhenkanal State. Like the other estates on the western fringe of the district it contains forest-clad hills which slope down to the edge of the Orissa plain.

This estate originally formed part of Killa Darpan, which was permanently-settled under section 33 of Regulation XII of 1805. After the permanent settlement Kalkala was in 1805 made into a separate estate.

The total area of the estate is 12,091 acres, of which 2,730 acres or 23 per cent ate cultivated while of the remainder some 7,751 acres are recorded as culturable.

The statuses found in the estate are of the kind generally prevalent in permanent-settled areas. The local designations of *raiyats* on fixed rents are *kaiemi jama* and *kam jama*, and these have been recorded as *chirasthayi jama raiyat.* *Khorak poshak* grants to the relations of the landlord are

* Government reserved the right to assess accretions in the future.

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numerous, as succession is governed by the law of primogeniture, and women are excluded from the succession.

Most of the *raiyats* hold their homestead lands rent-free. This is regarded as an unconditional privilege for the higher castes, but the lower castes have to render *bethi* services to the landlord in return for it.

Only 26 acres of *zamindar's* private land were found, and recorded as *nijjote*. An area of 56 acres is recorded as *nijchas* and 17 acres are on produce-rents.

The resident *raiyats* of the estate are permitted to take fire-wood from the jungle on payment of an annual fee of Rs. 1-4-0 per family. They also get timber for building purposes on payment of half the market rates. There is free right of pasturage in the jungle, except for the *Gour* caste, who have to supply *ghi* to the *zamindar* at the rate of one quarter seer per 10 head of cattle and the same for every additional 5 head, the price being fixed at 8 annas a seer. *Gours* with less than 10 head of cattle do not have to supply *ghi*.

No land has been recorded as reserved for grazing or any other purpose,

There is little friction between landlord and tenants. Rent receipts are granted in proper form. Compromises for settlement of fair rents by a general enhancement of two annas in the rupee plus assessment on excess areas were effected in respect of 533 holdings and rents amounting to Rs. 1,939 were thereby increased to Rs. 2,350. Rents were also enhanced under section 128 by Rs. 547.

The total cash-rents of the estate now amount to Rs, 4,330. It is calculated that Rs, 630 is the annual *sairat* income from forest produce. The revenue of the estate is Rs. 131-3-7.

KILLA SUKINDA.

322. *Killa Sukinda.*—Killa Sukinda lies at the extreme north-west corner of Cuttack district. jutting out like a wedge between the States of Keonjhar and Dhenkanal. It is for the most part an area of forest-clad hills, belonging geographically to the highland region of the Feudatory States. The eastern and southern portions, however, are on the fringe of the deltaic plain country.

The population are generally Oriya Hindus, but there is an intermixture of aborigines such as Mundas and Kols in the jungle area.

323. *History.*—The Killa is said to have been acquired about the 8th century by a scion of the Bhoj rulers of Central India, who expelled the aboriginal Chiefs. The Rajas' genealogical table gives the names of 45 Chiefs in 1,168 years. The estate was permanently-settled along with Darpan and Madhupur under section 33 of Regulation XII of 1805. a *sanad* being given to the *zamindar*, who executed a *kabuliat* for payment of revenue. The Poplice administration remained in the hands of the *zamindar* until 1874 when it was taken over by Government. The revenue stated in the *sanad* of 1804 was 5,500 *kahans* of *kouris*. This was converted into Rs. 1 364-6-0. According to the cess revaluation of 1916 the estate pays cess of Rs. 3,618.

324. *Area under cultivation.*—Of the total area of 214,790 acres, only 39,011 acres are under cultivation. Reclamation has gone on rapidly in recent years, but there is still much room for extension of cultivation. 106,389 acres have been recorded as culturable waste. The landlord grants *pattas* for purpose of reclamation on payment of *salami*, allowing a rent-free period of a few years (called *minha*) after which the reclaimed land is measured and assessed to rent. Much of the reclamation is done by Mundas who have come from Singhbhum and Mayurbhanj.

325, *Principal crops.*—Rice is the principal crop, The rice lands vary in fertility according to their level. In the estate papers they are divided into three classes. *Gobra* or first-class land retains sufficient moisture to grow a late winter rice of good varieties. *Passi-ek* lands lie somewhat higher and are capable of growing early winter or late autumn rice. *Passi-dui* lands are still higher and grow *beali* rice, which in years of scanty rainfall is liable to fail.

In the jungle area enormous damage is annually done to the crops by wild elephants. These are a serious menace.

Rabi crops are found on 4,122 acres.

326. *Tassar cultivation.*—A certain amount of *tassar* cultvation is done, generally by aboriginals, but the industry is not in a floursning condition. For this purpose the jungle is leased out to *thikadars*, to whom the cultivators are obliged to sell the *tassar*.

327. *Statuses.*—The estate *jomabandis* show many peculiar statuses, which have not been reproduced in the settlement records. *Datta tankidars* and *bhalloki tankidars* are *raiyats* whose rents are fixed in perpetuity,and they have been recorded as *chirasthai jama raiyat*. Persons with statuses *Sardar datta*, *dalai datta* and *jagir tanki* have generally been recorded as *jagirdars*, as they hold lands in lieu of services, but if the land is held as a reward for past services *raiyati* status has been given.

328. *Village servants.*—The village servants such as *dhobis*, barbers, potters and blacksmiths hold *jagirs*. A few of them have been given the status of *desheta jagirdars*. According to local custom the *jagirs* pass by the law of primogeniture and are not divisible.

329. *Religious grants.*—The usual grants to Brahmins and idols are found in this estate. A peculiar type is that of *sona paita brahmottar* which is a grant for supply of sacred thread to be worn by the *zamindar* on *Pous Purnima day*. In the majority ot *debottar* holdings it was found that the proprietor exercised supervision over the management, and he was accordingly recorded as *sebait*. Where he exercised no such supervision his name was not recorded.

330. *Grants of maintenance.*—There are a number of maintenance tenures held by the *zamindar's* relations. They are heritable but not transferable. Some relations merely have money assignments. These are paid out of the rents of particular villages but the grantees have no connection with the villages as landlords.

331. *Nijjote lands.*—An area of 224 acres was found to be *zamindar's* private lands and recorded as *nijjote*. A further area of 1,783 acres was recorded as *nijchas* or in cultivating possession of the *zamindar*. Most of these lands are actually let out to tenants on produce-rents, but the tenants were as usual reluctant to be recorded,

332. *Reserved lands.*—Although the estate is permanently-settled the landlord was induced to give his consent to the reservation of some areas for grazing. This was mainly done in villages where jungle is scarce. An area of 1,243 acres in 103 villages was recorded as reserve.

333. *Rent enhancements.*—In 1885 the lands of the estate were measured and *bhourias* were written up by the estate officials. In 1889 there was a general enhancement of the rates of rent for different classes of land. In 1910 to 1916 there was a remeasurement and assessment of rent on excess lands. In 1925 and 1926 a further enhancement was made of the rents of some villages. This last enhancement being within fifteen years of the previous one was not legal and was ignored in recording the existing rents. The estate was found to be realizing cess from the tenants at the rate of one anna per rupee of rent. It was explained to them that this is illegal. It is also realized at arbitrary rates assessed by the *zamindar* on *brahmottardars* and other rent-free holders.

334. *Illegal cesses.*—It was also found that along with the rents a number of extra payments were realized locally known as *baje kharcha*. These were illegal *abwabs*. They consisted mainly of—

	Rs.	a	p.	
Rasad kharcha	0	1	0	per rupee of rent,
Collection charges	0	1	0	ditto,
Sunakhetra (or birth day tax)	0	0	1	ditto,
Pushyavisek tax	0	0	1	ditto,
Rakamtuti *	0	0	2	ditto,

* This *abwab* was levied as the price of exemption from the liability to sell rice and other commodities to the landlord at less than market rates.

335. *Rent compromise under section* 137.—At time of attestation compromises were entered into between the *zamindar* and the tenants for enhancement of rents. Generally the rents settled by compromise were equal to the old rents plus *baje kharcha* plus some additional assessment on excess areas. Where there had been illegel enhancement in 1925 and 1926 these illegal rents were now accepted as fair rents without any further enhancement. The rents thus settled were quite fair to the tenants, who accepted them readily. The compromises were effected in 213 villages out of 244 and the total legal rental of 10, 657 holdings was increased from Rs. 35, 690 to Rs. 43, 011.

This compromise reduced the volume of section 128 cases to a negligible amount. The total cash-rent roll now amounts to Rs. 51,537.

336. *Internal managment*—In its internal administration the Killa bears a close resemblance to a Feudatory State. Disputes between the tenants are generally decided by the *dewan* and subordinate officials, with the *zamindar* acting as a final court of appeal. The registration of documents is rare. There is an organized system of unpaid labour. Each *raiyat* has to give his services for one day for ploughing the landlord's *nijchas* and for one day for weeding. Services have also to be given for the Car festival, the catching of elephants and shooting expeditions. In return for these services the *raiyats* are allowed to take wood from the jungle for fuel and for agricultural purposes, The proprietor, however, reserves portions of the jungle from time to time at will. An area of about 3,000 acres covering the *Mahagiri*, *Sunajhari* and *Guduchipasi* hills was found to be reserved and has been demarcated as such.

Rent collection is done by *tahsildars* in some areas and by *padhans* in the more jungly parts. The *padhans* receive 2 annas in the rupee as commission.

The estate *jamabandis* wear in a confused state and out of date, The practice as regards rent collection and granting of receipts is quite unsystematic, and the tenants themselves appeared to have no idea what rents they were legally liable to pay.

337. *Chaukidari jagirs*—In 1903 the Collector proposed to resume the *chaukidari jagirs* in Sukinda but on objection being raised the matter was adjudicated upon by the civil courts. The Privy Council finally rejected the claim of Government to resume these *jagirs* (21 C. L. J., page 31).

338. *Sale of raiyati holdings.*—The average sale price of *raiyate* soldings is only Rs. 35 per acre. The rate for mortgages was found to be a few rupees higher, which is attributed to the fact that the people prefer to take a mortgage rather than to purchase, so as to escape mutation fees.

Occupancy holdings are not transferable without the landlords consent. There used to be no fixed rate for mutation fees but since the passing of the Orissa Tenancy Act the rates of 25 per cent of the consideration money or six times the rental have been adopted, on the analogy of section 31. A petition fee of three annas is also charged, and two pice per mile as peon's fee. No case of refusal to recognize a transferee is reported to have occurred,

KILLA PATIA

339. *Killa Patia*—Killa Patia was at one time part of the kingdom of Khurda held by the Gajapati Rajas of Orissa. After the Moghul conquest one Chhakari Brahmarbar Ray, a descendant of the Gajapati Rajas, went to Delhi and obtained the Killa along with other *zamindaries* from the Emperor Akbar. At the time of the British conquest the Killa was in possession of Raja Raghunath Deb who had been allowed by the Marhattas to hold it free of revenue in consideration for giving up his *zamindari* of Saibir. The *zamindar* assisted the British forces at the time of the conquest and the Commissioners confirmed the existing arrangement and further alloted to the *zamindar* a pension of 5,000 *kahans* of *kouris*, but later the pension was discontinued and the *zamindar* received back Saibir, which was afterwards sold for arrears revenue. In 1836 it came to light that the exact area of the Killa had never been defined, and Mr. Mills, the then

Collector, strongly urged that the original rent-free grant was of a very much smaller area than the 48 villages of *parganas* Sauri and Bahurupa then in possession of the *zamindar* and that the larger area had been obtained by fraud. Mr. Mills in his letter to the Commissioner, Mr. Rickett, dated the 17th April 1837, put forward the view that *parganas* Sauri and Bahurupa. which form the present Killa Patia were in reality an integral part of the *mahal* Saranghar which the Raja had unsuccessfully claimed as his *nankar* and for which he had been permitted to engage. while Patia itself consisted of only five *ghars*, with an annual produce of Rs. 763-8-70. He pointed out that in his petition to engage for Saibiri the Raja had referred to Sauri and Bahurupa as part of his hereditary *zamindari* and to Patia as "a jungly place where he built a house for security against the Raja of Khurda". The arguements of Mr. Mills did not, however, convince the higher authorities, who left the Raja in the enjoyment, free of revenue, of the whole area then held.

When the present operations were taken up the zamindar retained only 19 of the 48 villages, of which the Killa at one time consisted, the remainder having been sold. The estate was heavily in debt and has now been completely sold up by civil court decree and purchased by the Raja of Kanika.

The Killa had never previously been brought under settlement. At the time of the Provincial Settlement, operations were indeed started, but after survey and preparation of a draft record-of-rights, the settlement was stopped on the objection of the proprietor. Only two villages, Arilo and Ratagarh, the property of the Raja of Athgarh, were included in the Revision Settlement operations.

340. *Situation and description.*—The Killa is situated to the south of Cuttack town, adjoining the northern extremity of the Khurda subdivision. The northern portion includes the bed of the Kathjori river, while the southern portion is hilly and contains dense jungle. The soil in the vicinity of the river is sandy of the types known as *balia* or *dorasabalia*, while in the interior it is largely *matal* or clayey with *gorimati* in the uplands. There are fertile *pathas* or silt deposits in the bed of the Kathjori.

341. *Crops.*—The main crops grown are paddy, *mung*, *harar*, *biri*, *kolath*, potatoes and other vegetables. From crop-cutting experiment the average outturn of paddy appears to be 18 maunds 29 seers.

The paddy grown in the Killa is insufficient for the wants of the people. and some is imported mainly from Khurda and Banki. Pulses and vegetables are exported,

342. *Rent.—Raiyati* rents are low, the average being Rs. 2-4-10 per acre. In proceedings under section 128, existing rents amounting to Rs. 3,043 were enhanced to Rs. 3,251.

343. *Industries.*—The Killa is within easy reach of Cuttack town, and industries therefore have an advantage. There is some manufacture of shoes and iron implements, and laterite stone work is also done. The local cartmen ply for hire in Cuttack town.

344. *Nijjote lands.*—Some lands were found recorded as *khamar* lands in the *jamabandis.* These appeared to be the recognized private lands of the *zamindar* and were recorded as *nijjote.* They are nearly all cultivated by tenants on produce-rents,

345. *Relationship between landlord and tenant.*—The relationship between the *zamindar* and his tenants was extremely strained, and the management of the estate almost impotent. The trouble was of long standing and had come to a head in 1923 when a court of arbitrators was appointed to make a settlement of the points of difference, The strife still continued, however, up to the time of the settlement operations. Rent collections were many years in arrears and were effected with great difficulty.

346. *Brahmottar question.*—In the present operations the *zamindar* was found to be at loggerheads with the Brahmins of the estate over the

question of *brahmotter* grants. The Brahmin incumbents claimed that their rights were of full proprietary nature, in support of which they quoted the entries in the Collectorate Register B. The *zamindar* contended that the position of the Brahmins was that of rent-free tenure-holders. A careful enquiry was made into the question at attestation. It turned out that the entry of the *brahmottardars* in the register was primarily due to a misunderstanding. The *zamindar* in 1880 had filed a wrong return before the Cess Revaluation Officer and in consequence the *brahmottardars* had been called ordered to pay cess direct in the Collectorate. An order had actually been passed to cancel their names from the register, but by some oversight this order was in many cases not carried out. The claims of the Brahmins appeared to be groundless and they were recorded as tenure-holders permanently rent-free

Trouble also arose at attestation over the *debottar* lands. The *zamindar* has been recorded as *sebait* of the deities, as he exercises control over the management. Some of the *pujharies* who had been dismissed by the *zamindar* tried forcibly to retain possession and succeeded in being recorded at *khanapuri*, but at attestation an enquiry was made and their names were expunged.

347. *Sankharisahi.*—In the course of the present settlement the proprietor of patia claimed the proprietary right in two villages Sankharisahi and Pari Sankharisahi in thana Jagatsingpur. These are revenue free villges which at one time belonged to the Killa. But they had been purchased in 1868 in a court sale in satisfaction of a mortgage by one Lakhminarayan Ray Choudhuri, who had been recorded in the Collectorate Registers of reserved lands. The *zamindar* of Patia now claimed on the ground that the Killa is inalienable, The High Court of Patna held, however, that there is no custom of inalienability attaching to Killa Patia, A peculiar feature of these two villages, is that there is an intermediate *sarbarakari* right extending over both villages, apparently dating from ancient times. It has now been acquired by the proprietor, who was held to be entitled to retain the right, as the principle of merger is inapplicable to *sarbarakari* rights.

348. *Transfer of holdings*—On the transfer of *raiyati* rights, 25 per cent is charged as mutation fee in the case of rent-paying holdings and Rs. 10 for each transfer in the case of rent free holdings. The custom prevails of obtaining the consent of the landlord in both cases.

349. *Rights in trees.*—The *raiyats* have the right to timber as well as fruit of the trees on their homestead lands. The landlord takes half the timber of trees on *raiyati* holdings and half the fruit and entire timber from trees on *anabadi.*

The *raiyats* have no right to take wood from the estate gungles free. They pay royalties at rates fixed by the proprietor.

KILLA KUJANG.

350. *Killa Kujang.*—Killa Kujang is one of the Peskas *mahals* which were permanently-settled by section 35 of Regulation XII of 1805. It covers an area of 369 square miles contain ing the main estuary of the Mahanadi In this region there were at one time a number of *garhs* or forts. In the 17th century one Malik Sendh subdued the neighbouring chiefs and created the Killa of Kujang. The Sendh faimily held the Killa from 1643 to 1868 On the advent of the British the Raja executed an *Ekrarnama* for payment of a *Peskas* of 14,011 *kahans* of *kouris.* This was commuted to Rs.11, 503 which was reduced to Rs. 7,503 in 1813 on the Raja's agreeing to keep embankments in repair and construct new ones whenever necessary, and that no further remission of any kind would be granted on account of flood or drought.*

The Sendh family fell into debt, and the great famine of 1866 finally ruined them. The estate was sold in 1869 and purchased for 3½ lakhs of rupees by the Maharaja of Burdwan who still holds it.

* *See* page 21 of the Completion Report of the 1889 Settlement,

351. *Court of Wards settlement.*—The estate was under the Court of Wards from 1885 to 1902. In 1887 the estate was cadastrally surveyed and the village units rearranged, forming 461 villages in all. (As a result of amalgamation, division and creation of new villages at the present settlement the number of villages is now 408.). The 1887 survey was not followed by any authoritative record-writing or rent settlement. An amicable settlement of rents was made, at the completion of which the rent roll amounted to Rs. 1,19,595.

352. *Statuses.*—The statuses found in the estate *Jamabandis* are those recorded at the 1887 settlement. A number of rent-free grants were recorded with designations *brahmottar*, *debottar*, *pirottar* or *khairat*. At the persent settlement it was contended on behalf of the landlord that conditions of service were attached to these grants, but this claim was found to be untenable. The grants have been recorded as rent-free in perpetuity.

At the 1887 settlement the esatate claimed to resume certain areas possessed by such rent-free tenants but alleged to be in excess of their grants. In most cases, however, the intention to resume was never carried out. At the present settlement the areas were found to be still held rent-free, and in the absence of any proof of their liability to resumption they have been recorded as rent-free in perpetuity. Mixed holdings were also found with status rent-free but with rent assessed on resumed areas which had never been defined, At this settlement the parties were induced to define the rent-paying areas and from them into separate holdings.

There are a number of tenants on quit rents fixed in perpetuity. These are locally known as *tankidars* and the rate of rent is 1 anna per *man*. The *tankidars* are Brahmins of 6 *sasans*, who had consented to this quit rent on the proprietor's agreeing that it should be fixed in prepetuity.

In most of the villages the village servants such as barbers, washermen, carpenters. potters and blacksmiths hold *jajir* lands. At attestation these were recorded as *desheta jagirdars.* The estate authorities strongly contested this and brought cases under section 130 to cancel the entry of *desheta*. These cases were not defended and were allowed.

There are numerous grants to idols in the estate. The proprietor claimed to be recorded as *sebait* in all cases and generally succeeded.

The estate is peculiar in having no lands recorded as *nijjote* of the proprietor. Therer are only 56 acres recorded as *nijchas* and 13 acres on produce-rents.

353, *Grazing lands.*—Grazing lands are somewhat scarce in the estate. It was admitted to be the policy of the estate to keep at least 10 per cent of the area of each village open for grazing, but the estate authorities were not willing to have any area recorded as reserved.

354. *Palanda lands,*—There are considerable *Palanda* lands, formed along the river banks by accretion. They are generally leased out for grazing, but in many cases the lessees had used them for cultivation, In such cases they have been recorded as tenants if the period of cultivation exceeded the four years required by section 61.

355. *Transferability of holdings.*—Rent-free holdings are transferable without the landlord's consent, but a fee of Rs. 2 is charged for entering the names of the transferees in the *zamindar's sherista.* Rent-paying holdings. however, are not transferable by custom without the landlord's consent. The fee charged used to be a fixed one of Rs. 2, but after the passing of the Orissa Tenancy Act the scale laid down in section 31 (25 per cent of the consideration money) was introduced. But on transfer of a part holding when no separate tenancy is recognized only 12½ per cent is charged.

356. *Rights in trees,*—Trees growing on rent-free lands belong entirely to the *raiyats.* As regards those growing on cash-rented *raiyati* lands there was some contest betwen the landlord and the tenants, and the former succeeded in proving that he has the right to the timber, while the *raiyats* are entitled to take the fruits,

357. *Rights in jungle.*—There are extensive jungles near the coast. The customs about cutting jungle were enquired into by the Attestation Officers, who wrote up village notes. The matter was later reopened, as the findings of the various Attestation Officers were inconsistent in several details. Eventually the points of discrepancies were cleared up and a revised note was written by an Assistant Settlement Officer doing case work in the estate. This note has been embodied in the village notes of mauza Patalipank, but it has general application to the estate.

It was found that the resident tenants are allowed to take wood from the jungles on payment of a fee of Re. 0-4-0 per annum for each hearth. All the Attestation Officers formed the view that this Re. 0-4-0 was being charged indiscriminately to all tenants whether they applied for taking wood or not, but the sub-manager succeeded at a later stage in showing that this is not done. On payment of the Re. 0-4-0 fee the tenant obtains a permit which entitles him to take 20 maunds of dry fuel and certain amount of wood for agricultural implements, as well as some creepers for thatching. Some classes of *jagirdars* are exempted from the fees. The landlord reserves portions of the jungle from time to time. At present it was found that the Kharinasi, Gourapada Pitachela and Barakolitola jungles were being treated as reserved. Also certain trees are prohibited from being cut, a list of which is entered on the back of the permits. The list appears to vary slightly from time to time. If a tenant wants more than 20 maunds he is charged for the excess at certain fixed rates. At present six pice per maund is charged for dry fuel. Outsiders are charged at double the scheduled rates. Timber for house-building is obtained by the resident tenants at certain fixed rates.

358. *Effects of floods*—The central portion of the estate is rather severely affected by floods of the Mahanadi and its branches. An embankment runs east from the extreme western border of the Killa for about six miles parallel to the Nuna river and one or two miles south of it. This should protect the land to the south from floods of the Nuna. But the embankment has been repeatedly breached in recent years and some land in this area is badly damaged, but a greater area is on the whole benefited by the breach, which has been kept open. Recently there has been an attempt to inrtoduce various *rabi* crops and flood-resisting types of sugarcane. The Khanapuri Officer reported that in the irrigated area leases were not being renewed, mainly because the *raiyats* did not find it necessary for paddy. In the vicinity of the tidal creeks these are used for irrigating winter crops, but they are said to be useless for irrigating *rabi* because the water becomes too saline in the *rabi* season.

The average outturn of paddy in the estate, as a result of 80 cropcutting experiments, was calculated to be 16½ maunds.

359, *Rents.*—At the Court of Wards settlement rents were settled after a thorough investigation. Although the estate claimed that the 16 *dasti padika** was in use, it was decided to adopt the 20 *dasti padika* throughout the estate except in Chokra, where the 24 *dasti padika* was in force, and to assess the lands at the existing rates. Rents were found to be rather high and the *raiyats* poor, and so this lenient method of rent settlement was adopted. The existing rates were classified according to the crop grown. The rates for *saradh* land varied from 5 annas 9 pies to Rs. 2-10-0 per acre, for *beali dofasal* land from Rs. 1-15-0 to Rs. 3-6-0 and for lands growing mustard from Rs. 2-10-0 to Rs. 3-9-0. The estate in settling new lands still continues the practice of fixing different rates for lands under different crops, but the rates have been considerably enhanced. Thus the commonest rate for *saradh* land is Rs. 2-8-0 to Rs. 3-2-0, for *beali dofasal* it is Rs. 4-11-0, and for mustard it is Rs. 5-3-0.

The present average rent incidence of lands under occupancy *rayats* is Rs. 2-5-0 per acre. The landlord did not claim any general enhancement of rent under section 128 on the ground of rise in prices, but was content to apply for settlement of rent on new holdings and excess areas

* i. e., the measuring pole (*padika*) of length 16 *dastis*, the *dasti* being a measure of about 4½ inches.

found liable to assessment. There were a few claims by tenants for reduction of rent on account of decrease of area or deterioration of soil.

The rents charged for *pan* gardens are from Rs. 50 to Rs. 75 per acre, and the *salami* is equivalent to one year's rent. Even in 1889 the rents for *pan* lands were sometimes as high as Rs. 68 per acre.

The *sairat* income of the estate is largely derived from jungles, but there are also some profits from markets, fisheries and miscellaneous sources. The total *sairat* income is estimated to be about Rs. 12,000.

360. There has been a long-standing dispute between the estate and the *keuts* about the river fisheries. The *keuts* claim that the sum annually payable for the enjoyment of the fishery right is Rs, 501 and that it is fixed in perpetuity. The estate denies that this rent is fixed in perpetuity. As the matter did not affect the settlement record, and required adjudication by a civil court, it was not taken up in the course of settlement.

KILLA BISHUNPUR

361. *Killa Bishunpur.*—Killa Bishunpur is an estate covering 17½ square miles between Killa Kujang and Harishpur. As it has been described in Mr. James's report of the Revision Settlement as well as in a separate report of the same date, it is unnecessary to devote much space to it here.

The original estate bearing tauzi no. 13 has been partitioned into six estates, creating tauzi nos. 8470 to 8474. The rent-free grants have been kept common.

362. *Status.*—There are no peculiar statuses. Certain persons recorded in estate papers as *tanki jagirdars* were found to be settled *raiyats*, giving service in lieu of rent. Others described as *tanki baheldars* were simply tenants on rent fixed in perpetuity.

363. *Transferability of holdings.*—Rent-free holdings are transferable without the landlord's consent, but a mutation fee of Rs. 2 is charged. Rent-paying *raiyati* holdings are not transferable without the landlord's consent but transfer is generally allowed on payment of a mutation fee of 25 per cent of the consideration money.

364. *Grazing.*—No *rakhit khatians* were prepared in this estate. The villagers are allowed to graze their cattle on all available waste lands without any fee.

365. *Rights in trees.*—The *raiyats* were found to enjoy both the fruit and timber of trees standing on their holdings.

366. *Nijjote.*—Thirty-six acres of land have been recorded a *nijjote*, but only 8.62 acres are in possession of the proprietors. There are only 64 acres of *nijchas* and 59 acres on produce-rents.

367. *Cropped area.*—The cropped area is 6,985 acres, which is 59 per cent of the total area. There is not so much scope for extension of cultivation as in the neighbouring estates. Here, as in Harishpur, the lands on the coast would cost much to reclaim while the lands in the interior are being reclaimed at the expense of grazing lands.

368. *Jungle.*—There is very little forest in the Killa. Permits are granted by the *tahsildars* for taking canes and bamboos. There appears to be no particular system followed in respect of jungle produce. Fuel is taken with the verbal permission of the *tahsildars*, but no fees are specified.

369. *Management.*—The management of the estate is largely left to the *tahsildars*. The only proprietor who has much influence with the people is Babu Udayanath Mahapatra, a local man who has recently purchased and now holds tauzi no. 8474. The tenants are of a more advanced and litigious nature than in the adjoining estates.

KILLA HARISHPUR

370. *Killa Harishpur.*—Killa Harishpur covers 40 square miles in 63 villages on the coast in the south-eastern corner of Cuttack district. It is divided into two parts by the Alanka river. The western half is more closely cultivated and is much more advanced.

The original proprietors belonged to the Mangaraj family who also held Marichpur and Bishnupur. Nilkantha Mangaraj held it at the British conquest. The *peshkash* of the estate was confirmed in perpetuity. by section 35 of Regulation XII of 1805. There was a settlement of the estate by the Court of Wards in 1857. Soon after this the estate passeed out of the hands of the Mangaraj family owing to debts. After being held by a family named Bose for 30 years it was purchased by Babu Durga Charan Laha of Calcutta and still remains with the same family. The revenue is Rs.3,635-6-10.

371. *Statuses*—The statuses are of the same nature as in other permanently-settled estates. In 1857 some tenants were recorded with status *tanki*, but their rents had in fact been considerably enhanced since then and these were recorded as ordinary settled *raiyats*. Others were recorded in 1857 as *bajyafti upajukta*, indicating that they were considered to be fit to be resumed. In many cases their rents had never been enhanced, and these were recorded as *raiyats* on fixed rents.

372. *Rents.*—Enquiries at attestation showed that rents had been enhanced in the estate from time to time. In the year 1310 fasli a peculiar sort of enhancement was effected. Previously cess had been charged at one anna per rupee and a combined receipt had been given for both, but from that year cess was charged at half an anna and separate receipts were given but rents were at the same time enhanced by half an anna in the rupee, so that the total sums realized remained the same. The average rate of rent in the killa was Rs. 2-4-0 at attestation.

At section 128 stage the landlords applied for settlement of fair rents throughout the killa, and caused considerable inconvenience by filing a separate case for each holding instead of one per village, as is usual. The tenants showed a disposition to contest the claim for enhancement of rents, but after negotiations between the representatives of the parties a general compromise was effected by which it was agreed that rents below Rs. 3 per acre should be enhanced by Re,0-1-6 in the rupee, those between Rs. 3 and Rs, 3-8-3 by Re.0-1-0 in the rupee, and those above Rs. 3-8-3 by Re. 0-1-0 per acre.

373. *Transferability,*—Rent-free holdings in this as in most other killas were found to be transferable without the consent of the landlord. The landlord did not appear to be realizing any fee. But on finding at this settlement that a number of such holdings had been transferred the *naib* mutated the names on being paid Rs. 2 per *kebala*. Rent-paying *raiyati* holdings are not transferable without consent, but they are invariably recognized on payment of a fee of 25 per cent of the consideration money.

374. *Rights in jungle and trees.*—The right to cut jungle is not exercised by the *raiyats* free of charge. Permits are issued by the estate for taking fuel with a charge of Re. 1 per boat-load or 8 annas for eight head-loads. Trees standing on rent-free holdings are enjoyed by the tenant, both fruit and timber. But on rent-paying lands the *raiyat* takes the fruit but cannot cut the timber without the landlord's permission. The usual practice in case of sale is for the landlord to take half the consideration money.

375. *Grazing lands.*—No lands have been recorded as reserved. Cattle graze freely on all available waste lands. The area is adequate in the coastal villages but is in danger of falling short in those in the interior.

376. *Nijjote.*—The estate *goswara* shows an area of 1.15 acres of land as *nijjote* under a *raiyat.* on produce-rent, Practically speaking the landlords have no private lands.

377. *Management.*—The landlords are absentees and are wealthy men, The management is left to a local agent of no great capacity. At the time of section 128 cases, however, the proprietors took some personal interest in the proceedings. The tenants are mostly poor, and although not markedly hostile are far from sympathetic towards their landlords. It was noticed

as an illustration of the power wielded by the landlord in such remote estates that the *dhobis*, who hold *jagir* lands in this killa, are made to visit the jungle for several days on end for cutting wood without even being granted an allowance for their food.

378. *Cultivated area.*—The cultivated area is 12,436 acres or 38 per cent of the total There would appear to be much scope for extension, but the land available is for the most part on the coast and scarcely worth reclaiming unless a protective embankment is constructed to keep out sea water, and the expense is beyond the means of the villagers. On the other side of the estate where the better lands lie, the waste land is being reclaimed to the detriment of the grazing grounds.

KILLA MARICHPUR.

379. *Killa Marichpur.*—Killa Marichpur lies at the mouth of the Devi river in the north-east corner of Puri district adjoining the Harishpur estate of Cuttack district. Both estates belonged to the Mangarajes, a Khandait family. Marichpur passed out of the hands of this family in the early part of the 19th century owing to the debts of the Raja. It has since been transferred in portions several times, and there are now eight sets of proprietors, the Raja Aul having the largest interest.

380, *Cultivated area.*—The cropped area is 12, 251 acres. or 37 per cent of the total area. About 30 per cent of the total area is available for extension of cultivation including 6,482 acres of culturable jungle. The lands of the estate suffer largely from saline inundation and the average productivity was estimated by Attestation Officers to be between 10 and 14 maunds per acre. Probably the lower estimate is more accurate, although three crop-cutting experiments produced a result of 14 maunds 10 seers per acre. The remoteness of the area prevents much competition for land. The average sale price is Rs. 58 per acre.

381. *Rents.*—There appears to have been no general enhancement of rents in the estate for a very long time. The landlords hampered the work greatly by delay in producing their old papers. At attestation there appeared to be reason for believing that there had been no enhancement of rent, except on account of extension of cultivation, and so when it was found that a tenant had held land for over twenty years without enhancement the presumption of fixity of rent was applied, and many tenants were recorded as on fixed rent. At section 116 stage the proprietors brought many objections and by producing old rent rolls and *bhourias* generally succeeded in rebutting the presumption of fixity.

The cash rent roll of the proprietors at attestation was Rs. 19,200.

382. *Excess areas.*—The Attestation Officer found that the areas in the *jamabandis* were not reliable, as they were not based on accurate measurement but on the reports of *patwaris* who appear to have made a habit of understating them. For this reason an allowance of 20 per cent was ordered to be made in calculating excess areas.

383. *Statuses*—Permanent *niskar* grants are known in the estate as *bahel.* They were recorded as rent-free in perpetuity. There were a number of ancient *patwari jagirs.* As the holders had long since ceased to exercise their functions they were recorded as *raiyats* or tenure-holders assessable to rent.

There are no *nijjote* lands. One co-sharer who is resident in the *mahal* got 156 acres of *nijchas* recorded in his name.

384. *Transferability.*—The custom as regards transferability appears to be the same here as in most other coastal killas, viz. rent-free holdings are transferable without consent but ordinary *raiyati* holdings are not so transferable. The mutation fee for ordinary holdings is usually 25 per cent of the consideration money. The growth of this custom is comparatively recent. It is an indication of the primitiveness of the killa that up to 1902 transfers of holdings were unheard of, a condition of affairs similar to that observed by Stirling in Orissa as a whole in 1821

In respect of rent-free holdings the fee used to be Rs. 2 per *kebala* but for the last ten years the landlords have charged at the rate of 12½ per cent of the consideration money. This, however, cannot be held to destroy the custom of transferability of such holdings, which appears to exist here as in the neighbouring estates.

385. *Rights in trees,*—The tenants have for a long time past appropriated the timber as well as the fruits of the trees standing on their holdings. This is probably due to the neglect of the proprietors, and it is not known whether it was the original practice, but it appears to have continued for long enough to have grown into a custom.

386. *Fisheries.*—The fisheries in the Devi river are leased out in three blocks to local fishermen. This is not a matter that can be entered in the *khatians*, but it is referred to in the village notes. Babu Loknath Patnaik, as Attestation Officer, wrote a lengthy note on these fisheries, which is embodied in the village note of mauza Patsunderpur. The Mala division fishery is an unimportant one, for which Rs, 9 rent is paid. In the Marichpur division Rs. 31 is paid, and the annual net income appears to be about Rs. 300 The Madhurudihi division is by far the largest and the rent is Rs. 135-7-0. The fishery is managed on communistic lines, and between December and May the fishermen hold about 15 *buhans* or joint fishing expeditions. The catch is divided into 846 shares. The Attestation Officer estimated that the fishermen made a net income of Rs, 10,000 a year from this fishery.

387. *Rights in jungle.*—The *raiyats* take wood for domestic and agricultural purposes from the estate jungles on payment of a *bankar* which is assessed on the number of married men in each family. The rate is two annas for each married man up to 5, thereafter six pice up to 11 and above that one annan for each. Brahmins pay at half rates and fishermen are exempted. No jungle is kept reserved. Bamboos and palm trees however, cannot be cut without permission, nor can valuable trees such as mango and jack. The landlords also do not allow *hemtals* to be taken, but in actual practice the *raiyats* were found to take small quantities of these without objection. The Raja of Aul who has purchased a share in the estate has imposed a charge of Re, 1 to Rs. 2 per100 pieces of *hemtals* (brushwood). according to quality.

388. *Dispute about village Kusadiha.*—The village Kusadiha caused much trouble in the operations. This village is in Puri district but it was found to be in possession of the Harishpur proprietors, who were realizing rent from the tenants. The Attestation Officer also held that the village had been shown in the Revenue Survey map of 1837 in both estates, and accordingly he decided according to possession and gave the village to Harishpur, Curiously enough no action was taken to contest the matter under section 116 or section 130. But at the time of rewriting the A—D Register a dispute was filed and was decided in favour of Marichpur. The Collector of Cuttack, however, pointed out that this order was *ultra vires* as the officer had never been empowered to rewrite the register for permanently-settled estates. The case was, therefore, remanded to be tried by an officer duly empowered.

389. *Claim of Mahant of Emar Math.*—The Mahant of Emar Math claimed about 3,292 *mans* of lands as revenue free in mauzas Ananta, Alsaki and Athatira of Killa Marichpur as well as in Khalgan and Panitita in Killa Harishpur. He based his claim on a *sanad* said to have been granted by the Raja of Puri about the year 1194 (*amli*). As detailed enquiries into the validity of such claims were carried out in the settlement of 1837 to 1842, and there was no evidence to show that any title to hold these lands revenue-free had been confirmed at that period. the claim was disallowed. The *mahant*, was, however, recognized as the holder of rent-free tenures under the proprietors of the two Killas.

390. *Resumed chaukidari jagirs.*—The *chaukidari jagir* lands in this estate were resumed in 1902, and then made over under section 50 of the Chaukidari Act to the landlords, who pay one-half of the rents to the *chaukidari* fund. The Collector supplied a list of the resumed lands, which

are recorded as part of the estate, with a note in the incidents column stating that thay are old *chaukidari jagir* lands and naming the sum payable to the *chaukidari* fund. The tenants holding the lands were recorded with status *sthitiban.*

391. *Sautia jagirs*—The *sautia jagirdar* of Marichpur is an interesting survival of the times when the Bay of Bengal was infested by pirates. These *sautias*, as appears from their *sanads* which had been given to them in ancient times by the Raja, patrolled the coast and reported anything unusual. It is said that even during the last war they were ordered to keep a look-out while the German cruiser "Emden" was at large. It appears that at one time they were under the Collector as some of them produced belts and *pagris* and said that they used to report weekly at the thana. The connection with the Collectorate, however, ceased about twenty years ago. Their present position is a rather obscure point. The landlords claimed that they hold their *jagirs* for performing service as forest guards But this was clearly not the original object of the grant. They have been. recorded with the special status of *sautia jagir* and it has been noted that the *jagirs* were given for patrolling the coast.

KILLA AUL.

392, *Killa Aul*—Killa Aul lies to the west of Killa Kanika in Cuttack district. Its area is 134 square miles. The estate was surveyed and settled at the Provincial Settlement and was also included in the Revision Settlement. Mr. James describes it in paragraphs 161 to 166 of his report.

The estate was under the Court of Wards for five years from 1921 owing to bad management and friction with the tenants.

393. *Cultivated area*—This Killa has very little scope for extension ot cultivation. The area recorded as cultivated has actually decreased since last settlement from 73,797 acres to 66,500 acres. This is mainly accounted for by the recording of a large expanse of land as new fallow owing to the breach in the Ring embankment. The cropped area is 78 per cent of the total and 14 per cent is uncultivable. There are 5,655 acres recorded as cultivable but not cultivated as compared with only 1,653 acres at last settlement.

394. *Nijjote lands*—The area in cultivating possession of the proprietor is 1,317 acres as compared with 2,748 acres at last settlement. Occupancy rights are found to have accrued in 1,311 acres of *nijjote* lands, leaving 368 acres of *nijjote* in possession of the proprietor, This estate was in a curious positon in this respect. Although a record was prepared both at Provincial and at Revision Settlements, yet section 154 of the Tenancy Act does not apply to it, as it is not temporarily-settled. Thus it was not sufficient for the proprietor to prove that lands had been recorded as *nijchas* at the last two settlements. He had the more difficult task of showing that the land came within the definition of *nijjote* in section 153. The area recorded as *nijjote* is consequently smaller then it would have been if section 154 had been applicable and in fact does not exceed the area so recorded at last settlement.

395. *Statuses*—The main question of status that arose at attestation was concerning the recording of the so-called *ghenan jagirdars* who are common in this estate. These persons perform services and also pay quit rents. and an enquiry was made as to whether they were really *jagirdars* or ordinary *raiyats* performing service in lieu of rent. Many such tenents were recorded as settled *raiyats* at attestation but at section 116 stage the landlord succeeded in most cases in getting the status changed to *jagir* the tenants themselves presenting little opposition. As a consequence the area under *jagirdars* in this estate is unusually large—2,474 acres. Many obscure statuses were found in the estate, but these after enquiry were reduced to their proper categories under the Tenancy Act.

396. *Rights in trees*—Tenants holding rent-free or on quit rents have a right to the timber as well as the fruits of the trees on their holdings. Occupancy *raiyats* enjoy only the fruits, the timber being appropriated by the landlord. Bamboos, however, are taken by the tenants.

Throughout this report, the words cultivated area are used in the sense of net cropped area excluding current follow.
P. T. M.

397. *Rakhit lands.*—At last settlement some lands were recorded as reserved with the consent of the landlord. These have again been reserved,—an area of 2,905 acres. The landlord did not agree to any further reservation. The area available for grazing is somewhat scanty.

398. *Transferability of holdings.*—For the purpose of mutation fees the estate fixes valuation rates per acre on the lands of each village, varying from Rs. 50 to Rs. 100, with higher rates for homestead lands, and charges 5 annas 3 pies per rupee on these rates. When the estate was under the Court of Wards the Manager used to charge 4 annas per rupee only but the landlord has reverted to the former practice of charging 5 annas 3 pies.

The landlord's consent is considered to be necessary for the transfer of occupancy holdings but no case of refusal of consent is reported.

399. *Abwabs.*—Many kinds of *abwabs* are mentioned in old *sanads*, for instance penalties for theft and adultery, duties levied on the death of a tenant without male issue, marriage fees and free labour. Most of these have fallen into disuse, but the estate still deals with social delinquents and has a special department for this purpose. The annual income from fines from this source is estimated to be about Rs. 8,000.

400. *Rents.*—At last settlement the proprietor had a cash rental of Rs. 1,22,394, besides produce-rents of 1,380 acres and cultivating possession of 2.741 acres. At this settlement he was found to have a cash rental of Rs. 1,22,059, produce-rents of 2,728 acres * and cultivating possession of 1.331 acres. The average rent incidence of occupancy *raiyati* lands in the Killa is Rs. 2-7-0. As a result of settlement of fair rents under section 128 the cash-rents were increased to Rs. 1,23,482. The proprietor filed a large number of section 128 cases in Block C (*pargana* Utikan-Kutabsahi). many of which referred to the area within the Ring Bundh which was then suffering severely from floods. Settlement of fair rents in this area was difficult, as the future of the Ring Bundh was obscure. No enhancement was given in the villages most severely affected, and only slight enhancements in other villages. In Block E (*pargana* Derabisi) no applications for settlement of rent were filed by the proprietor, because of his financial difficulties, but a number were filed by tenants for reduction of rents of lands that had deteriorated by sand deposit.

401. *Revenue.*—The revenue originally settled was Rs, 28,133-2-0, but it has since been reduced to Re. 28,125-2-0 owing to various land acquisitions. The latter sum has been entered in the *khewats.* The proprietor keenly contested this, apparently having the erroneous idea that it would endanger his permanently-settled status.

402. *Management.*—The management of the estate is not efficient, There is considerable friction with the local *khandaits*, who are unruly tenants.

EKHRAJAT MAHAL,

403. *Ekhrajat mahal.*—The Ekhrajat *mahal* lies in 159 villages in the middle of the Khurda *khas mahal.*† It comprises the whole of zilla Tapang and 51 villages in zilla Rameswa-r; a total area of 105 square miles. Within the Ekhrajat *mahal* are situated small revenue-free estates owned by different *baheldars.* These estates were created in pre-British days and were recognized by the British Government. They have been recorded in the Puri Collectorate Registers, and have been brought under the current settlement operations.

404. *History.*—The lands of this estate were originally part of the Khurda *khas mahal* but by order passed in 1858 and 1863 they were transferred to the Superintendent of the Puri Temple in lieu of certain annual payments of money which the British Government in continuation of the policy of previous rulers, had hitherto made for the maintenance of the Temple.

The deed of transfer of the Ekhrajat *mahal* in 1863 states that "previous to the enactment of Act X of 1840 the expenses of the Temple

* The increase in area under produce-rents is noticeable. In this estate it was observed that some tenants who had had thetr rents commuted to cash, after a few years' experience got them recommuted to produce as they found this preferable owing to the uncertainty of the crop,

† Although not a permanently-settled estate this is dealt with in the present chapter for convenience.

averaging about Rs. 53,000 per annum were paid by the Government who levied a tax on pilgrims and were also in possession of the former endowments of the Temple which had gradually been resumed soon after the conquest of the province of Orissa in 1803. By the Act in question the pilgrim tax was abolished and the management of the affairs of the Temple made over to the Raja of Khurda for the time being the annual payment on account of expenses being continued as before. In 1843 the estate of Sataishazari *mahal* yielding an annual revenue of Rs. 17,420, and which was the last remaining portion of the landed endowment of the Temple at the time of the acquisition of the province in 1803, was made over to the Raja of Khurda as Superintendent of the Temple and the annual money payment by Government was thence forth reduced to Rs. 35,738-6-0."

In 1845 there was an investigation into the nature of the payments to the Temple and it was decided that the payment should be reduced to Rs. 23,321 being the amount of resumed endowments and compensation for certain "*sayer* duties" formerly collected on behalf of the Temple. "In 1856 owing to the culpable neglect of the Superintendent of the Temple it was found necessary for the protection of the pilgrims to appoint a police establishment at an annual expense of Rs. 6,804 which being deducted from the annual payment by Government, this latter sum became reduced to Rs. 16,517. In 1858 the Government decided on making no more annual payments . . . but to transfer . . . certain lands yielding an equivalent to the sum of Rs. 16,517." These lands were transferred on the 3rd of April 1858. In 1859 it was again decided to make the Superintendent responsible for the preservation of the peace inside the temple, "and that the entire sum of Rs. 6,804 hitherto paid direct to the police should be paid over to the Superintendent until such time as a transfer of land yielding an equivalent sum could be effected". The Superintendent executed an engagement "to maintain 60 *Barkandazes* for one month at Rs. 4 a month to assist in preserving order outside the Temple during the great festival and to keep up barriers at the temple gates to prevent a rush of pilgrims". Some additional lands were thereafter made over to the Superintendent in exchange for the cost of maintaining the police establishment. The total Sadr *jama* of the villages mentioned in the deed was Rs. 23,716-3-9½. The excess of Rs. 395-3-9½ over the money payments commuted was allowed in consideration of annual losses for inundation in zilla Tapang and expenses of collection.

The Ekhrajat *mahal* was included both in the last Provincial Settlement of 1890—1900 and the Revisional Settlement of 1906—12.

405. *Statuses.*—Statuses in Ekhrajat *mahal* are the same as in the Khurda Government estate. The following deserve special mention :—

(*a*) *Tanki baheldars* belong to the special class of sub-proprietors paying quit rents, who are referred to in section 3(21) (*i*) of the Orissa Tenancy Act,

(*b*) *Rafa-tanki* status is peculiar to Khurda *khas mahal* and the estates which have grown out of it. There were originally certain revenue-free grants, generally held by Sasan Brahmins introduced by Hindu Rajas, but later rulers began to levy quit rents on them. In 1838 during resumption proceedings the nature of these holdings was enquired into, and a compromise was entered into between some of the *tankidars* and the Government by which the former agreed to pay rents at certain low rates, which would be liable to enhancement at subsequent settlements in the same proportion as ordinary rents. Mr. W. C. Taylor in his report on the Settlement of 1880—86 wrote that "*rafa-tankidars* will in future be classed as ordinary *raiyats* subject to special rules of enhancement ". Nevertheless in the settlement of 1897 some *rafa-tankidars* were recorded as tenure-holders. In 1920 the Patna High Court, relying on the report of Mr. Taylor held that *rafa-tankidars* are occupancy *raiyats* and not tenure-holders (P. L. J. 1920, p. 373). But in 1927 a reference was made to

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a Full Bench of the same Court, which held that the nature of *rafa-tanki* interest is a question to be determined upon the origin of the grant itself and that the opinion of Mr. Taylor was not sufficient to rebut the correctness of the record-of-rights prepared at a later date (Indian Cases, 105, p, 633). In this settlement the last settlement entries of sataus have been followed.

406. *Sarbarakari jagirs* are service tenures held by *sarbarakars*, for collection of rents. The *sarbarakars* also receive 20 per cent commission on gross collection. *

Rani Suryomoni Patamahadei, the great grand-mother of the Raja of Puri, has the title of Sadr *Sarbarakar* and has been given a *jagir* of five villages. There is a subordinate *sarbarakar* who receives 15 per cent while the remaining 5 per cent goes to the Rani.

Various types of holding described as *minha* were found to exist in the estate. Some of these were real *minha* in the sense of homestead lands held rent-free by ancient custom, while others were types of rent-free grants in perpetuity or else *jagirs*. After enquiry they were given statuses appropriate to the circumstances of each class,

407, *Nijchas*—The temple has got no *nijjote* lands About 1,203 acres, most of it formerly *sarbarakari jagir* but now in the possession of *raiyats* paying *sanja* rents to the temple, have been recorded as *nijchas* as the *raiyats* refused to get themselves recorded.

408. *Communal and reserved lands—Rakhit* and *sarbasadharan* lands were recorded in the last settlement on the consent of the landlord and they have again been recorded as such. There are 798 acres of communal and 3,916 of reserved lands recorded in this settlement.

409. *Rights* in *trees*—The *raiyats* exercise full rights in trees growing on their holdings, and this right was admitted by the landlord. Trees are also planted freely on waste lands without taking the landlord's permission, but their subsequent treatment varies. Sometimes the *dafait* system is applied, according to which the tenant enjoys the fruit for a payment of 1 anna for a mango tree, and 2 annas for a jack tree. In other cases the fruit is divided on the *kut* or *bhag* system, half to the tenant and half to the landlord. In some parts, however, tenants were found to be taking all the fruits without interference from the landlord, but their right to do this was not recorded unless they had been doing it continuously for twelve years. The timber of such trees in all cases belongs to the landlords.

410. *Rents.*—There has been no general enhancement of rents in Ekhrajat since the Provincial Settlement and the rents found existing at this settlement were low, the average incidence being Rs. 1-5-0 per acre. At attestation compromises were entered into between the landlord and tenants for enhancement of rents under section 137. At first a general enhancement at the rate of Re, 0-3-6 was agreed upon and was actually confirmed in 18 villages. But the tenants in the rest of the estate were unwilling to agree to more than three annas enhancement, and the landlord eventually compromised at this rate and also consented to the rent already enhanced by Re. 0-3-6 being reduced by 6 pies, so as to maintain equality of treatment throughout the estate. The rents of the 18 villages were accordingly revised by the Board. Rents were also settled by compromise on excess areas. The final result of the compromises was to increase the total cash rent roll by nearly 25 per cent from Rs. 34,833 to Rs. 43,469.

411. *Transferability of holdings.*—Transferability of occupancy rights is a vexed question in Ekhrajat and is the root cause of the ill-feeling between the landlord and a section of the tenants.

In 1903 the mutation fees charged in the estate were fixed at 8 annas per acre when the consideration money was Rs. 50 per acre or less and Re. 1 per acre when the consideration money was between Rs. 50 and Rs. 100 per acre. After 1904 these rates were raised to Re. 1 and Rs. 2,

* These are not sarbarakars in the sense used in the Tenancy Act. See Glossary.

respectively. These rates being low the tenants paid them without opposition. During the Revision Settlement in 1911-12, the practice was begun of charging 6¼ per cent of the consideration money for whole holdings and 12½ per cent for part holdings. Fees were actually realized at these rates in a few cases but the majority of *raiyats* refused to pay the high mutation fees and consequently a large number of sale deeds remained unmutated during the Revision Settlement. After the passing of the Orissa Tenancy Act the then Manager, Babn G. S. Mohanty, tried to realize mutation fees according to the scale laid down in section 31 of the Orissa Tenancy Act. But the tenants were persistent in their refusal to pay high mutation fees. In the course of litigation on the point the High Court have given two rulings, one to the effect that a custom of transferability without the landlord's consent exists and the other to the effect that, whether it exists or not, the landlord is entitled to charge a fee for registration of the transfer. The landlord has been realizing mutation fees at 25 per cent of the consideration money since 1920. In the current settlement the landlord's right to realize mutation fee was fully enquired into and the Legal Remembrancer's opinion was obtained. This was to the effect that section 31 is applicable to the Ekhrajat *mahal* as it is not a permanently-settled estate within the meaning of the Act. The fee of 25 per cent of the consideration money is therefore legal, and there is an appeal to the Collector against the landlord's refusal to recognize a transfer.

412. *Management.*—The relationship between the tenants and the management is on the whole good, but there is a turbulent section among the *raiyats*, mainly concentrated in the neighbourhood of Bajpur and party faction is rife in most of the villages.

413. *Crops.*—The crop statistics of the *mahal* show a slight increase in the percentage of area under rice, which is now 86.8 per cent. This increase is in the area under *beali* rice, which has advanced from one to three per cent of the cropped area. *Dalua* rice is only found on 40 acres. The twice-cropped area is very low, being 611 acres only. Cereals and pulses such as *mung, biri* and *kulthi* are only found on 3 per cent of the cropped area.

The sale value of occupancy holdings is high, being Rs. 206 per acre, according to the figures collected at attestation. The mortgage rate is correspondingly high—Rs. 164 per acre.

NIMKI BADAL ESTATE.

414. *Nimiki Badal estate.*—The Nimki Badal *mahal* is a small revenue-free estate of five villages in the Khurda subdivision. It belongs to some *mathdharies* of Puri. Originally they held a *mauza* on the sea-coast where they manufactured salt. When this manufacture was prohibited Government used to supply 560 maunds of salt to the *mathdharies*, but this was commuted to a money assignment and later, in 1861, to the permanent grant of these five villages, which were taken from the Khurda *khas mahal*. The estate is still in possession of the *mathdharies*. The *sarbarakars* who collected the rents under the *khas mahal* claimed a permanent and heritable right after the assignment of the villages to the *mathdharies*. For a time litigation went on between *mathdharies* and *sarbarakars*. The latter failed in the long run and were gradually removed.

The status and the general customs prevalent in the estate are similar to those found in the Ekhrajat *mahal*. The rents are low on the whole. The relations between the landlords and the tenants are quite friendly.

NORTH BALASORE.

415. *North* Balasore.—In the permanently-settled area of North Balasore there are 189 estates covering 186 square miles in thanas Basta and Baliapal. They used to be in Midnapore district but on readjustment of the boundary about 1868 they were transferred to Balasore. The total revenue payable by the proprietors is Rs. 34,786.

The river Subarnarekha flows through the middle of this tract. The northern and eastern portions are liable to flood. The lands along the Subarnarekha get a rich silt deposit. The soil of the tract is for the most part a clayey loam. The town of Jellasore is an important centre of trade. Rice and paddy are the main exports but betel leaves are also important.

The landlords are mainly resident in the area, with the exception of a few Bengalees. Among the Bengalee landlords the most prominent are Rai Bahadur Harendra Narayan Ray Mahasay of Lakhmannath. Bhuian Basant Kumar Baliarsing of Balisahi, Bishunpriya Chandmani of Mathghati (Midnapore and the Ray Mahasays of Dehurda. Among the Oriyas the *chaudhuries* of Alaipur and Dhitpura and the Das family of Deshpura are conspicuous.

416. *Transferability of holdings.*—Although the transfer of occupancy holdings appears to be dependent on the consent of the landlords previous permission is nowhere taken except in the estate of Rai Bahadur Harendra Narayan Ray Mahasay, and refusal of consent is practically unheard of. Before the passing of the Orissa Tenancy Act the proprietors used to charge mutation fees at rates of Rs. 4 to Rs. 6 per bigha (about half an acre), but since the passing of the Act they have begun to charge 25 per cent of the consideration money. Some of the landlords are in the habit of increasing the rate to 50 or 75 per cent when a year has elapsed since the transfer.

417. *Cash-rented lands.*—The following statement shows the areas under cash-rents:—

	Acres.	Rs.
Sthitiban babat nijjote	7	15 rent.
Ordinary tenures	10,441	2,830 „
Holdings on fixed rates	618	1,110 „
Settled and occupancy holdings	67,019	1,35,011 „
Non-occupancy holdings	498	430 „
Non-agricultural holdings	33	10 „
Total	78,616	1,39,416 „

418. *Sanandi niskar.*—A peculiar status known as *sanandi niskar* is found in this tract These are rent-free grants confirmed by Government in 1784 by " *Insahi sanands* ". A register called the Surat Hal Register was maintained in the Midnapore Collectorate for the entry of these grants. In the present record-of-rights the registered numbers of the grants have been entered for purposes of identification and the properties have been described with status *sanandi niskar*.

419. *Rents*—Rents had been settled by the *zamindars* on cultivated lands at rates varying from Re. 1 to Rs. 1-6-0 and on homestead and horticultural lands at rates varying from Rs. 2-8-0 to Rs. 5 per acre. In the proceedings under section 128 enhancements were made on the ground of rise in prices. The resulting increase was by Rs. 9,754, existing rents of Rs 35, 958 being raised to Rs. 45,712.