

# THE PATNI SYSTEM—A MODERN ORIGIN OF THE “SUB-INFEUDATION” OF BENGAL IN THE NINETEENTH CENTURY

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The existence of the multi-tier intermediate interests in lands was doubtlessly one of the outstanding features of the Bengal land system in the nineteenth century. This phenomenon was, properly or improperly, called the “sub-infeudation” in the administrative literature of the colonial government and in the scholarly works as well. The present study tries to throw certain light on this oft-quoted, but not yet fully explored topic. We shall first make a brief survey of the arguments hitherto made on this topic in the official reports and try to put the various and not infrequently confusing terminologies and categories in order. In the second chapter, we shall make a detailed study of the patni tenure which is perhaps the most well-known tenure of the nature in question, and of the Patni Regulation (Regulation 8, 1819), the first legislative measure taken by the colonial government of Bengal to legalize such tenures. And the last chapter tries to explore the significance of the so-called “sub-infeudation” in the agrarian structure of Bengal.

## I

To begin with, let us quote from Bouvier’s Law Dictionary.

“[Sub-infeudation is] the act of an inferior lord by which he carved out a part of an estate which he held of a superior, and granted it to an inferior tenant to be held of him. It was an indirect mode of transferring the fief, and resorted to as an artifice to elude the feudal restraint upon alienations.”<sup>1</sup>

This definition of the word sub-infeudation clearly shows that it was used in the context of the feudal relations in the European countries. As we shall see below, the so-called “sub-infeudation” of Bengal in the nineteenth century can hardly be called a feudal relationship, we had better avoid the use of this term. We shall instead use more neutral terms such as sub-letting, sub-lease, or intermediate tenures to denote the phenomenon under consideration.<sup>2</sup>

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<sup>1</sup> John Bouvier, *Law Dictionary and Concise Encyclopedia*, 3Vs., 3rd. edition, 1914.

<sup>2</sup> However, it is not that we deny the historical relation between the multi-tier tenure system of the nineteenth century Bengal and the farming system introduced by the pre-British zamindars who may be called the feudal lords. J. Shore stated in his famous minute of 1789 that the management of the principal zamindaris

Administrators of the British colonial government introduced various terminologies to describe the intricate multi-tier land system as found in Bengal. Take an example of the Tipperah district, W.W. Hunter enumerated as many as 236 different local names for intermediate tenures extending to five gradations.<sup>3</sup> However, inspite of the apparent complexity, the multi-tier tenure system was in fact the result of mere repetition of some simple patterns of sub-letting by the holders of the tenures at successive gradations. The attached chart will be found useful to understand at a glance the outline of the structure of the land system as well as the relation between various terminologies concerning the tenurial system of Bengal.

We shall now try to put the numerous variations of the intermediate tenures in order. One of the earliest and most comprehensive attempts in this direction was made by J.C. Jack, the settlement officer of the Bakarganj district, in his final report on the survey and settlement operations in this district during the years 1900 to 1908.<sup>4</sup> Though his classification was solely based on his experience in Bakarganj which “is notorious as the home of the most tortuous and intricate system of land tenures”, the conclusion he arrived at can be, with minor modifications, applied to the whole Bengal. He summarized his argument as follows:

“Although the beginnings of Bakarganj sub-infeudation pre-existed the Permanent Settlement [A.D. 1793] and apparently even the British occupation, there is overwhelming evidence that the great bulk of the intermediate tenures in the district were created since that date. They were created however in a variety of circumstances, which may conveniently be grouped under six different heads—development, promotion, revolt, interpolation, fraud and family arrangements.”<sup>5</sup>

(estates of the zamindars) was for the most part transacted through a chain of the rent-farmers. To quote his own words: “A zamindar . . . having made a settlement with government, relets, in portions, to several farmers; they again, to renters of inferior denominations.” (W.K. Firminger(ed.), *The Fifth Report*, Vol. 2, 1917, pp. 42 to 43). The farmers of the first grade were called the sadar mustajirs, the second grade the (pargana) ijaradars and the third grade the kutkinadars or the hudadars. We have good reason to say that Shore based his account above-quoted mainly on the information obtained from the collector of Bardwan, the home land of the patni system. We have direct evidence to show that some of the patnidars of the first gradation were the former ijaradars and that some of the second and third gradations were previously the kutkinadars. These evidence at first sight seem to suggest that the stratified structure of the farming system of the pre-British period and the multi-tier structure of the intermediate tenures in the nineteenth century were identical. Therefore, it may be necessary to explain why we do not consider the two to be identical and why we avoid the use of the term “subinfeudation.” Our argument is twofold: First, the introduction of the farming system *by the zamindars* became most prevalent only after the commencement of the internal political upheavals in the mid-18th century, and it should not be understood as an essential part of the Mughal political system of Bengal, but rather it should be considered as a sign of the declining Mughal system. Second, the zamindari system after the Permanent Settlement in 1793 should not be uncritically identified with that before it. We must take into consideration that the British colonial system in Bengal which was firmly established by the Permanent Settlement brought about great changes in the foundation of the power structure of the zamindari system; the zamindari system of the pre-British (or more precisely the pre-Permanent Settlement) and that of the post-Permanent Settlement belonged to different historical stages. To sum up, the multi-tier intermediate tenure system was inseparably linked with the British colonial system, which was in principle quite different from the feudal system, and therefore it is misleading to use the term “sub-infeudation” to denote the land system of the nineteenth century Bengal.

<sup>3</sup> W.W. Hunter, *A Statistical Account of Bengal*, Vol. VI, 1876, pp. 405 to 412. (Hereafter *SAB*).

<sup>4</sup> J.C. Jack, *Final Report on the Survey and Settlement Operations in the Bakarganj District, 1900 to 1908*, 1915.

<sup>5</sup> *Ibid.*, pp. 47 to 52. A short explanatory account of these six heads will be given below mostly on the basis of Jack’s Report.

## TERMINOLOGIES ON LAND-TENURES AT A GLANCE

Holders	Cultivating Classes				Labourers	
	State	Proprietors	Tenure-holders	Peasants		Subordinate Peasants
Possession	Territory	Estate	Tenure/Lease	Holding	Subordinate Holding	
Rights	Sovereign	Owenship	Tenancy	Tenancy	Uuder-tenancy	
Tenures		Superior Tenure	Intermediate Tenure Collecting Tenure Subordinate Tenure	Cultivating Tenure	Cultivating Tenure	
Forms of Interests	Tax	Rent	Rent	Produce/Rent	Produce	
Some Local or Current Names for the Holders		Sadar Malguzar	Dependent Talukdar	Jotdar	Under	Krishan
		Zamindar	Mazkuri (Shamilat)	Gantidar	Raiyat	Chasi
		Independent Talukdar	Talukdar	Miras	Korfadar	Majur
		Huzuri (Kharija)	Shikmi	Karshadar	Kolait	Majudur
		Talukdar	Talukdar	Hakiatdar	Koljana	
		Lakhrirajdar	Osat	Khod Kasht Raiyat	Raiyat	
		Aimadar	Talukdar	.....	Raiyat	
		Brahmattar	Mokarari	Karshadar	Kole	
		Debattar	Talukdar	Pai Kasht Raiyat	Raiyat	
		Mahtran	Istimrari	Raiyat	Shikmi	
		Fakiran	Talukdar	Miadi	Raiyat	
		Piran	Patnidar	Raiyat	.....	
			Haoladar	Kistkari	Bhargadar	
			.....	Raiyat	Bhagdar	
			Miras		Bhagdar	
		Ijaradar		Adhidar		
		Ijaradar		Adhiyar		
		Kutkinadar				

Sources: Various volumes of SAB and SSO; *The Bengal Tenancy Act (1885)* &c.

However, these six groups of the intermediate tenures can be, as L.R. Fawcus, the settlement officer of the Khulna district, rightly remarked, again formed into two basic types, e.g., development and interpolation.<sup>6</sup> Development denotes tenures as were created on the lands where no cultivation was carried out previously. In other words, this is a general category that includes every kind of tenures granted for the purpose of reclamation. Interpolation was the tenures created on such lands where there were by that time settled cultivators or any other established interests. This was created on various occasions usually by assigning a portion of the interests of the grantor in lands to the grantee. Most of J.C. Jack's six heads, namely, promotion, revolt, frauds and family arrangements, belonged to this type. We may add that historically speaking the interpolation-type tenures were usually superimposed on the development-type ones, and that the creation of the former type would account for the majority of the multiplying intermediate tenures. These two general types comprised innumerable local variations with equally numerous local terminologies. Patni tenure which we shall study in great detail in the next chapter may be held as a representative of the interpolation-type, while the development-type may be legitimately represented by the haola tenure. It will not therefore be out of place to describe the nature of the haola tenure in some detail below.

Richard Temple, the Lieutenant-Governor of Bengal, submitted a minute on “Haola Tenures (Waste Land Reclamation) in the Backergunge District” to the Revenue Department on the 26th April 1876, in which he brilliantly described the essential features of this tenure. We can not do better than to quote from his minute:

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*Development:* An excellent description of this type of tenure is given in the extract from R. Temple's minute in the text in connection with the *Haola*. We need not repeat it here.

*Promotion:* This was a promotion of the status of the lower cultivators to a higher one. By this process, *karshadars* (tenant-at-will) obtained the status of *hakiatdars* who were allowed to possess their holdings with *milkiat right* (a kind of proprietary right). *Milkiat* “was always a permanent, heritable and transferable interest in land . . . unlimited control over his land, provided he paid the rent, which was ordinary fixed in perpetuity.” A large number of such moving-up was seen after the two Great Waves (1822 & 1876) by which many cultivators lost their life and acute labour shortage visited the locality. Promoted holdings were often called *Haola* corruptedly.

*Revolt:* Generally known by the name of *Jimba* (protection). It meant “the resort for protection by the oppressed tenants of one landlord to another landlord who is able and willing to grant it to them.” As will easily be guessed, this occurred when Bengal was thrown into political disorder and efficient peace and order could hardly be kept up in the second half of the 18th century. This involved not only the transfer of the tenants but also the lands held by them, and the “revolted” tenants usually acquired privileged conditions for their holdings. This practice continued even up to the end of the 19th century, when the regular registration of all the peasant-holdings prepared by the government put a stop to it.

*Interpolation:* We shall explain this type of tenure in the text in this chapter and in greater detail in the next chapter when we discuss the *patni* tenure.

*Fraud:* This was the fraudulent creation of the intermediate tenures to protect the interest of the person who created them, even if the parent tenure be brought to sale for arrears of rent. Usually it took a form of the interpolation-type.

*Family Arrangement:* “When estates or tenures come by inheritance into the hands of women or children or men whose occupation takes them permanently away the district, they frequently convert their arrangements for the collection of rent into a permanent sub-lease of the *miras ijara* variety [perpetual farm], which is granted to some adult male member of the family who is ready to undertake the management. In such cases a *miras ijara* is interpolated between every tenure owned by the assignor and the tenancies of the tenants who hold under it.”

<sup>6</sup> L.R. Fawcus, *Final Report on the Khulna Settlement, 1920-1926*, 1927, pp. 66 to 69.

“A haola tenure means the grant by the landlord of a certain limited area of waste land to a small agricultural capitalist, called the “haoladar”, in order that he may reclaim it: he settles down some cultivators on the land, advances them some little money wherewith to erect homesteads, buy ploughs and cattle, and gives them seed for sowing the food-crops, and the like: he collects rents from them year by year, and pays some quit-rent to the landlord. The quit-rent . . . is generally variable, and may be enhanced according to circumstances. The permanency, however, of his tenure as haoladar, and his position as middleman between the landlord and the cultivator, is, as I understand, not open to question. So long as he pays the quit-rent to the landlord, he may keep his tenure and make his own arrangements with the cultivators . . . . The haoladars . . . strongly object to the rents of the cultivators [under them] being fixed by the settlement officer.”<sup>7</sup>

And a haoladar, if he found it difficult to directly manage the whole area under his haola tenure, was entitled to sub-let a portion of it to the small farmers (ijaradars or kutkinadars) or create a haoladar of the second gradation (nim haoladar or osat haoladar) on a more or less the same conditions as he obtained it from the superior tenure holder (the zamindar or osat talukdar (dependent talukdar) or lakhirajdar (owner of revenue free land) as the case may be). In the same manner the haoladars of the third, fourth, fifth, and even ninth gradation were known to exist.<sup>8</sup> And each of these gradations may be let out to the under farmers for a term of years.

Before ending this chapter, it is necessary for us to point out that a local name with specific conditions may be imitatively extended to express similar but not strictly the same tenure elsewhere. For example, take the case of the haola of lower gradations: By creating the nim haoladars, a haoladar who was originally a tenureholder of development-type became a tenure-holder of the interpolation-type, but he continued to be called a haoladar by the local people. All the same with the patnidar. A zamindar may create a perpetual tenure to bring the waste lands into cultivation, and call its holder a patnidar, simply because the conditions of the tenure is roughly identical with the patni contract. In this way the use of terminology was quite freely extended and thus it in the course of time often lost its original meaning. However, it is important to remark here that this does not invalidate the classification of the intermediate tenures into two basic types. It certainly serves as a guide-line when we try to investigate the complicated tenure system of Bengal.

## II

### 1: *Process towards the Enactment of the Patni Regulation (1819)*

The patni tenure was first “constituted (pattan)” by the Rajah<sup>9</sup> of Bardwan around the turn of the century,<sup>10</sup> and about two decades elapsed before it was legally sanctioned by the

<sup>7</sup> *Revenue Department*, April 1876, Collu. 7-42.

<sup>8</sup> *SAB*, Vol. 5, p. 372.

<sup>9</sup> A honorary title usually given to the big zamindar.

<sup>10</sup> Three different years were given as the year of its initiation: *Bengal District Gazetteer, Bardwan*, (1910), gives A.D. 1799, while documents recorded in *the proceedings of the Judicial Department* (dated the 8th October, 1819) give A.D. 1801 and A.D. 1803 at different places.

regulation 8, 1819, popularly known as the patni sale law. This short period of about two decades witnessed considerable agrarian tensions between the Rajah and the patnidars of several gradations, which eventually ended up with the enactment of the above regulation. In this section we shall first see the nature and contents of the early patni contract and then proceed to the examination of the agrarian relations as revealed in the Rajah's transactions with the patnidars.

a) *The Early Patni Contract (c. 1800 to 1819)*

The intention of the Rajah of Bardwan when he devised the system of giving out his lands in patni tenures was nicely explained by W.J. Prinsep in his letter to the Judicial Department on the 12th July 1819. It runs as follows:

“[The Rajah created the patni tenures] with the intention of transferring his entire rights over the cultivating classes, and after having found that he could not by transfer of minor interest, secure in the intermediate holders sufficiently constant efforts to realize the highest rent procurable from the land. If he farmed for a period, the farmer would rack rent and otherwise injure the tenure for a present profit towards the end of his lease. If he employs agents, they would embezzle and further sell for a consideration the means of establishing an advantageous, or perhaps a [rent free] tenancy against the zamindar; at least it was the interest, and experience had shown it to be the practice, of such agents to do. But by creating a permanent interest that is one yielding a permanent profit from maintaining the rent at the highest, the proprietor of an estate would be secure of the conduct of those to whom he might assign the management of his concerns with the cultivating classes; and if the Estate was too large to allow his personal superintendence of the whole, it would obviously be his interest to adopt this plan in preference to any other . . . .”<sup>11</sup>

There, however, seem to have been at least three more considerations behind the creation of the patni tenure. First, the Rajah himself wrote in his petition to the government that he expected the patnidar, by giving out a tenure at fixed rent in perpetuity, to encourage the improvement of the cultivation.<sup>12</sup> Second, urgent need for money on the part of the Rajah. As we shall see later, the Rajah demanded a considerable sum of purchase money (pun or salami), it in total amounted to about one-third of the government revenue, in return for the grant of the patni tenure. Immediately before the creation of the patni tenures, his estate incurred heavy arrears of revenue due to the government and portion of it was actually sold at public auction in 1797.<sup>13</sup> Dr. R. Ray made it clear that most of the lots sold at the auction were purchased by the Rajah himself in fictitious names (benamis).<sup>14</sup> It would not be improper to presume that he was subject to heavy private debts in order to purchase these lots, and that he was urgently in need of ready money to repay them.<sup>15</sup> Thus a con-

<sup>11</sup> *Proceedings of the Judicial Department*, 8th Oct., 1819, No. 35. (Hereafter *JD-P*)

<sup>12</sup> *Ibid.*, No. 30. (Petition of the Rajah of Bardwan Submitted to the High Court on the 30th March, 1819)

<sup>13</sup> *Bengal District Gazetteer, Burdwan*, 1910, p. 149; K.A.L. Hill, *Final Report on the Survey and Settlement Operations in the District of Burdwan, 1927-1934*, Vol. I, 1940, p. 20; R. Ray, *Changes in Bengal Agrarian Society, c. 1760-1850*, 1979, ch. V, pp. 89-109.

<sup>14</sup> R. Ray, *Ibid.*, p. 102.

<sup>15</sup> The present author, in his detailed study of a big zamindar of Northern Bengal (S. Taniguchi, *Structure*

siderable amount of purchase money to be procurable from the purchasers of the patni tenure should have been a great attraction to the Rajah. Thirdly, it was always the assertion of the Rajah that the zamindars should be allowed to exercise the same power over the tenure-holders and cultivators under them as the government exercised over the zamindars, and the nature of the early patni contract was exactly in line with this assertion.

Among the various considerations mentioned above, those brought forth by Prinsep were doubtlessly important, as they reflected the changed conditions in which the zamindars of Bengal found themselves under the British rule. We shall very briefly give the outline of this change: The zamindars after the Permanent Settlement were no more the powerful feudal lords under the Mughals, who maintained well-defined huge military and semi-military forces & servants to transact the internal management of the estates, and exercised almost unlimited power over the people within their territories. With the loss of a considerable part of these feudalistic ultra-economic forces, they were no longer in a position to keep the ijaradars and agents under strict control and they began to freely embezzle the assets of the zamindars. Such was the broad historical background that eventually necessitated the creation of the patni system. However, the immediate consideration for its introduction seems to have been the need for money as explained above. Without such urgency, it is unlikely that a shrewd zamindar like the Rajah of Bardwan was willing to give up the future increase in rent as well as the direct control over his own estate.

The patni tenure rapidly spread over the extensive estate of Bardwan, and by 1818 it covered almost the whole of it: A record shows that in this year the number of the patnis in this estate was 1,495, their total government revenue was Rs. 3,225,494 and the number of the villages therein comprised was 8,737. The patnidars paid, in total, Rs. 983,065 as purchase money to obtain the tenures. Taking the average, a patnidar possessed 5.8 villages with the government revenue of Rs. 2,158, and paid Rs. 658 as the price of the tenure.<sup>16</sup> These figures might roughly show the size of an average patni tenure.

We shall now examine the contents of the early patni contract. Fortunately, the basic documents of the patni contract, namely, a sale-deed (bynamah) issued by the Rajah and an agreement submitted by the purchaser (kabuliyat) which we reproduce in the Appendix, are available.<sup>17</sup> These two documents were prepared in 1803 in connection with the sale of a patni tenure to one Kaitoonath Ghose. His patni tenure (mofassili patni taluk) consisted of 22 villages and its annual rent was Rs. 12,541, for which he paid a price of Rs. 4,300. By this contract, he obtained full possession of the lot "according to the established usage" as far as "[it] relates to the profits arising from rents, produce of lands not leased out,<sup>18</sup> chakeran lands [service lands], cultivated and waste lands, Jungle, Julker [fee on fishery], Bunker [fee on gatherer of forest products], gardens [illegible], Tanks, Lakes, Jheels [morass], and all zamindari rights and privileges." His rent payable to the Rajah was fixed for ever.

*of Agrarian Society in Northern Bengal, 1765 to 1800*, unpublished Ph. D. Dissertation submitted to the University of Calcutta, 1977), fully established that the 'old' zamindar of this region was heavily indebted to the money lenders in those days. It is difficult to consider that the estate of Bardwan was an exception to it, because it is well-known that the zamindari of Bardwan was very highly assessed with the government revenue.

<sup>16</sup> *JD-P*, 8th Oct., 1819, No. 28.

<sup>17</sup> *Ibid.*

<sup>18</sup> As we have seen earlier, major portion of the zamindari of Bardwan used to be farmed out to the ijaradars for terms of years before the introduction of the patni system. The patni tenure therefore often included some leased lands, the terms of which were yet to expire. Such lands were held valid until their terms expired.

But he should neither “give any out of this Mehal [landed interest] as Talook [a kind of landed interest of permanent nature] at reduced Jumma [rent],” nor apply for the separation of the lot from the parent estate. He was also held responsible for the maintenance of the embankments within the lot and for the up-keeping of the existing funds for religious worship. It was his duty to keep the cultivators happy and satisfied. As long as he conducted conformably to these stipulations, “he and his descendents will continue peaceable possession.” If he failed to fulfill the conditions of the engagement, especially the punctual payment of rent according to the prescribed instalments (kists), the zamindar reserved the right of bringing the tenure to sale at the end of the year. The zamindar was also at liberty to send his agents (mofassil sazawal) to take charge of the management of the patni tenure, the holder of which fell into arrears, at any time in the year.

The Rajah of Bardwan used to sell and re-settle, on the strength of the above agreement, the tenure of the defaulting patnidar at the end of the year, without going through the legal process. On such an occasion, the Rajah sent for the would-be bidders, informing them of the auction (neelam) of the patni tenure to be held on certain date at his private office. Sometimes, he re-settled such a tenure without even holding the auction. After the sale, the Rajah made enquiry about the financial condition of the purchaser and if he was satisfied with the report he did not demand the security (mal-zamin) from him. But when unsatisfied, he asked the purchaser to furnish the security, and on his failure to do so the Rajah was at liberty to cancel the sale.<sup>19</sup> The Rajah asserted, though the above sale-deed and agreement were silent on the point, that the patni tenures of the lower gradations created by the patnidar, without the sanction of the Rajah, were to be cancelled on the sale of the parent patni tenure.<sup>20</sup>

Such transactions as the Rajah of Bardwan resorted to were clearly the violation of the existing regulations in many respects. First, it violated the regulation 44, 1793 which prohibited the zamindar from leasing out his land or creating tenures for the periods exceeding ten years. The enactment of the regulation 5, 1812 which set aside the ten-year’s limitation was not of much help to the Rajah, since most of the patni tenures were created before 1812 and this regulation did not have retrospective effect. Second, the zamindar was not allowed to exercise the authority of selling the defaulters’ lands without going through the summary process at the district court. Such a sale was, according to the existing regulation (regulation 7, 1799), to be held only by the government officers who were specially authorized to do so after a decree was passed in the court summarily or regularly. Thirdly, it was open to question if the inferior tenures created by the patnidar were to become null and void on the sale of the patnidar’s tenure to make good the arrears of rent.

*b) The “Rent Difficulties” of the Rajah of Bardwan: Patni System and Agrarian Relations.*

Obvious illegality of the Rajah’s proceedings concerning the sale of the patni tenure encouraged the deprived patnidars and the dar-patnidars to contest the validity of the sale in the courts. Thus started the days of struggle for the Rajah of Bardwan to win over the decrees in the courts and eventually the enactment of a favourable regulation in his dealings with the intermediate tenure-holders under him. It would not be too much to say that this

<sup>19</sup> *JD-P*, 8th Oct., 1819, No. 38 (Enclosure No. 2).

<sup>20</sup> *Ibid.*



legal battle was of vital importance for both of the parties in their quest for supremacy in the countryside.

The patnidars and the dar-patnidars claimed that they purchased their patni lands as a taluk (a kind of landed property) in the sense defined in the Clause 7, Section 15, Regulation 7, 1799, therefore their patni lands should not be sold without a leave from the court and the sale should only be made by the government officers.<sup>21</sup> They therefore alleged that the sale of their taluks by the Rajah was illegal and invalid. In 1808, Hayes, the Judge of the Bardwan district passed a decree that a patnidar was an actual proprietor of the taluk, not a mere lease-holder at a fixed rate (mokarrari pattadar) as alleged by the Rajah.<sup>22</sup> Therefore the sale of the patni taluk should be made according to the rules prescribed in the regulation 7, 1799. This meant that the sale must be done only after a decree for the authorization of sale (ijazat) was obtained. Thus the ijazat suit system was introduced into the district of Bardwan and the patnidars won a partial victory.<sup>23</sup> However, it should be noted that the Rajah still managed to retain the authority of making the sale and re-settlement of the defaulter's patni taluk at his private office, though he was to obtain beforehand a decree of authorization (ijazat) from the court.<sup>24</sup>

Hayes' decree had profound effects on the agrarian relations in the estate of Bardwan. The Rajah explained the changed agrarian situations in the following manner:

“From that time [A.D. 1808] forward the frauds and vilanities of the Patni and Dar-patni holders have been continuously on the increase . . . my balances and losses . . . getting greater . . .” He detailed the points: (1) “My zemindary spreads over six or seven districts, and due to the great extent of the estate there occurs unavoidable delay in applying for and obtaining the leave of the court for the new settlement of the patni of the defaulting tenure-holders . . . thus accumulates the arrears of rent.” (2) “Patnidars seeing this new development, began to embezzle the rent . . . The court ordered me to file a regular suit to prove my right to take up the defaulting patnidars' taluk and re-settle it. This case if goes to the Sadar Dewani [High Court (Civil)] would take 12 years before a final decree can be obtained.” (3) “New Judges do not take up my case immediately and they often show sympathy with the patnidars' allegations.”<sup>25</sup>

Besides what the Rajah enumerated above, there were some other factors that contributed to his rent difficulties. The resistance of the patnidars of inferior gradations was most conspicuous among them. These inferior patnidars were created one after another from the top to the bottom in more or less the similar conditions to what existed between the zamindar and the patnidar of the first gradation (sometimes called the sadar patnidar). The multi-tier intermediate interests were naturally productive of many evils. The Rajah explained such evils in one of his petitions:<sup>26</sup> (1) They resulted in a greater demand to be imposed on the cultivating classes. (2) The multi-tier structure of the intermediate tenures

<sup>21</sup> *Proceedings of the Board of Revenue*, 7th May, 1819, No. 19. (Hereafter *BR-P*).

<sup>22</sup> *Ibid.*

<sup>23</sup> *JD-P*, 8th Oct., 1819, No. 38 (Enclosure No. 4. Evidence of Meer Khyrat Ulee).

<sup>24</sup> *Ibid.*, No. 38 (Enclosure No. 2).

<sup>25</sup> *BR-P*, 7th May, 1819, No. 19.

<sup>26</sup> *JD-P*, 8th Oct., 1819, No. 30.

which sometimes extended to five or six gradations often failed to complete the payment of rent to the zamindar, since failure of any one in the chain resulted in the default of the whole. (3) It sometimes happened that the inferior patnidars would not surrender the possession of the lands, regardless of the order of the court. This not infrequently involved the violent form of resistance, and the new purchaser often found himself unable to take possession of the taluks they purchased at the sale. These evils no doubt contributed much to the depreciation of the value of the patni taluks at the auction. And the low price of the patni taluks, in turn, offered pretences for the defaulting patnidars and patnidars of the second gradation (dar-patnidars) to sue the Rajah for the unjust manipulation of the re-sale and re-settlement of their property. It was reported that the district courts of Hughli, Bardwan and Jungle Mahals were filled with such cases.<sup>27</sup>

The confrontation between the Rajah and the patni and dar-patni talukdars reached its peak in 1818, when it was reported that the arrears due from them to the Rajah during the last three years amounted to no less than Rs. 1,900,000.<sup>28</sup> The Rajah submitted as many as 460 applications of summary suits for sale of the defaulting patnidars' taluks in a single year, which accounted for more than 30% of the total number of the patni taluks under him.<sup>29</sup> This alone may well indicate the depth of the difficulty he had to face in his dealings with the intermediate tenure-holders. With such a huge amount of arrears due from them, he was no more in a position to make good the government revenue from his own private funds or borrowings. Towards the end of 1225 Bengal Year (March, 1818), the balance due to the government amounted to Rs. 372,101 and portion of his estate was announced to be sold at the public auction. Some officers thought that the Rajah had purposefully fallen into arrears with a view to get rid of the troublesome patnidars, whose tenures were to become null and void by the public sale.<sup>30</sup> The present author however inclines to concur with Elliot, the officiating secretary to the Board of Revenue, who evinced in 1826 that as far as he could ascertain in his capacity as the collector of the Bardwan district from 1817 to 1822 the Rajah's financial difficulties were really serious, and that but for the timely enactment of the patni sale law his estate must have ruined before long.<sup>31</sup>

In view of the repeated petitions from the Rajah and also in consideration of the cases pending in the High Court (Sadar Diwani Adalat) concerning the legality of the re-settlement of the defaulting patnidars' taluks and also concerning the cancellation of the inferior tenures when the superior ones fell on account of the arrears of rent, the Governor-General in Council thought it expedient to postpone the announced sale of the Rajah's estate and to enact a regulation to give a uniform principle to guide the courts in their decisions on the patni cases.<sup>32</sup> We shall discuss in greater detail the process and contents of this enactment in the following section.

<sup>27</sup> *Ibid.*, No. 37.

<sup>28</sup> *BR-P*, 4th May, 1819, No. 37.

<sup>29</sup> *JD-P*, 8th Oct., 1819, No. 37.

<sup>30</sup> *BR-P*, 4th May, 1819, No. 5.

<sup>31</sup> *BR-P*, 20th June, 1826, No. 49.

<sup>32</sup> *JD-P*, 8th Oct., 1819, Nos. 31 & 32.

We have discussed above the multifarious effects of the introduction of the *ijazat* suit system in 1808 upon the relationship between the Rajah and the *patnidars*. We shall now consider such aspects of the above effects as affecting lower rungs of the social ladder, as far as the available information permit us to do. At the same time we shall try to bring out some details on the agrarian structure of Bengal, which have hitherto scarcely<sup>o</sup> found places in the literature on the nineteenth century Bengal.

A *patnidar* had, as we have seen earlier, on an average about six villages with a total rental of Rs. 2,000, and paid Rs. 660 as the price (*pun* or *salami*) of the taluk to the *zamin-dar*. This picture of an average *patnidar*, however, conceals the fact that there were a few dozens of very big *patnidars* whose rental exceeded Rs. 10,000, and in one instance such a rental payable to the Rajah was as large as Rs. 200,000.<sup>33</sup> This suggests the variegated social origins of the *patnidars*. From the study of the source materials at our hands, we can identify at least three types among them. Type one was the relatives or old servants of the Rajah. It is not without reason to suppose that many of them were, in fact, the *benamis* (fictitious names) of the Rajah himself.<sup>34</sup> It was presumably this type of the *patnidars* who were accused by the *dar-patnidars* of their purposefully falling into arrears in collusion with the Rajah, with the unjust objects of putting up the taluks for auction again and getting rid of the disobedient *dar-patnidars*.<sup>35</sup> We may safely surmise that the *patni taluks* of this type were relatively large in size, and that most of them were those of the first gradation. Type two was the speculators in lands. Our evidence show that it comprised various kinds of people from the big capitalist residing in the city to the small local monied men and wealthy peasants.<sup>36</sup> Thus the size of the *patni taluks* belonging to this type ranged widely from several lots paying a rent of tens of thousands of rupees to a share in a lot paying a few hundred rupees.<sup>37</sup> These *patni taluks* comprised both those of the first gradation and those of the inferior ones. Type three was the erstwhile farmers or under farmers of the Rajah, who subsequently became the *patnidars* of various gradations when their farms (*ijaras*) were transformed into *patni taluks*. Take an example of one Gour Mohun Mulick.<sup>38</sup> He possessed two *dar-patni taluks* and one *se-patni taluk* (*patni taluk* of the third gradation) in the district of Bardwan. He formerly held a *kutkina* (under-farm) and a *dar-kutkina* (under-farm of the second degree). Thus he was a good example of a *kutkinadar* turned a *dar-patnidar*. As for the *se-patni taluk* he possessed, some interesting facts came to light; the *sadar patnidar* of this *se-patni taluk* was a senior officer (*Diwan*) of the Rajah of Bardwan and he in 1809 gave in a resignation (*Istafah*) of the tenure to the Rajah. The Rajah received back the taluk and re-settled it with the existing *dar-patnidars*, who had been created by the *ex-patnidar*, on the condition of a payment of 5% of their respective rents as consideration fees. They were given separate entries (*kharij*) in the *Zamindar's register* and thus became *sadar patnidars*. One of these *dar-patnidars*, however, refused to pay this 5% and was consequently dispossessed of the taluk (*dar-patni*) by the Rajah. The dispossessed *dar-patnidar* instituted a suit for the recovery of the taluk

<sup>33</sup> *Ibid.*, No. 38 (Enclosure No. 4. Evidence of Joogulkishwar).

<sup>34</sup> *Ibid.*, No. 37.

<sup>35</sup> *Ibid.*, No. 38 (Enclosure No. 4. Evidence of Gour Mohun Mulick).

<sup>36</sup> *Ibid.*, No. 38 (Enclosure No. 4. Evidences of Joogulkishwar, Kishen Mohun, M.M. Singh, G.C. Naik, M.R. Dutt, G.M. Mulick &c.); R. Ray, *op. cit.*, p. 108.

<sup>37</sup> The same as above.

<sup>38</sup> *JD-P*, No. 38 (Enclosure No. 4. Evidence of Gour Mohun Mulick).

and the litigation went up to the High Court to be finally decided there as to the legitimacy of the cancellation of the inferior taluks on the occasion of the fall of their superior taluk. The case was still pending at the time of the legislation of the Patni Regulation in 1819. The above Gour Mohun Mulick held his se-patni taluk under this dispossessed dar-patnidar.<sup>39</sup> Thus a se-patnidar of type-three held his taluk under a sadar patnidar of type-one. And we may add that this Mulick also pertook the nature of a small speculator in lands (type two). This instance shows that the three types of the patni talukdars were thus mutually permeative.

We shall now turn our attention to the management of the patni taluks. It was conducted through direct method (khas), or farming system (ijara), or creation of the inferior patni (dar-patni). Though we have no definite quantitative information on the respective proportions of these three methods, we have reason to say that the major portion of the patni taluks were given out as the dar-patni taluks in the early years of the nineteenth century.<sup>40</sup> Therefore, the actual management of the patni taluks seems to have been for the most part carried out by the dar-patnidars.

The dar-patni taluks were also managed through either of the above three methods. At this level, unlike the patni taluks of the first gradation, the management seems to have been mostly done by the direct method, and the creation of the se-patni tenures was not so numerous as it sometimes has been supposed.<sup>41</sup> Ijara also played but a minor role. Thus we may conclude that it was mostly the dar-patnidars who had direct relationship with the cultivating classes. As we have seen above, not infrequently the erstwhile under farmers (kutkinadars & hudadars) successfully transformed themselves into the patnidars of the second or third gradations. This enables us to suppose that many of the inferior patnidars were the residents of the villages and that they often occupied the offices of the village heads (mandals) and village accountants (patwaris).<sup>42</sup> Thus the patnidars of the lower gradations were in many cases men of small local influence and there were more of the continuity than of the innovation in point of the human composition of this strata of the agrarian society, notwithstanding the extensive creation of the patni taluks by the Rajah of Bardwan. However, this should not be taken to deny that the introduction of the patni system had brought about unmistakable changes in the agrarian relations. We shall have occasion to discuss this point in the last chapter of this paper.

As for the profits which the patnidars of the several gradations derived from their taluks, our information is too scarce to draw any general conclusion. However, the following instance may be taken as giving a very rough idea about this point. One Ramanand Digari got a dar-patni taluk at the fixed rent of Rs. 1125 on the payment of Rs. 380 as the purchase money (pun) in 1805. He held the taluk under his direct management (khas) for

<sup>39</sup> *Ibid.*

<sup>40</sup> A document recorded in *JD-P* (8th Oct., 1819, No. 28) shows that out of 1,495 patni taluks in the estate of Bardwan, 756 were previously dar-patni taluks which subsequently moved up and became sadar patni taluks, through separation (kharij) from the parent patni taluk or through purchase of the superior patni taluks which fell into arrears of revenue. Thus, we may conclude that more than half of the patnidars registered in 1818 were previously the dar-patnidars.

<sup>41</sup> According to W.W. Hunter (*SAB*, Vol. IV, 1877, p. 82), the number of patni taluks in the district of Bardwan was 2,446, dar-patni taluks 827, se-patni taluks 44, and char-patni taluks (patni of the fourth degree) 5. Thus we may safely say that se-patni occupied but a very small proportion in the 19th century.

<sup>42</sup> *JD-P*, 8th Oct., 1819, No. 38 (Enclosure No. 4. Evidence of Joogul-kishwar, a patnidar); R. Ray, *op. cit.*, pp. 108 & 109. As to the social position of the kutkinadars, see my Ph.D. dissertation, *op. cit.*, chs. 3 & 6.

three years and then created a se-patni at the fixed rent of Rs. 1311 on the receipt of Rs. 200 as the purchase money. This transaction brought him an annual income of Rs. 186 which was the difference of the two rents ( $1311 - 1125 = 186$ ). Considering that he after all paid Rs. 180 ( $380 - 200 = 180$ ) to obtain this dar-patni, he doubtlessly made a very profitable investment which would now produce him without trouble an interest of more than 100%.<sup>43</sup>

It may not be out of place to mention here an interesting problem connected with the frequent sale of the patni taluks. That is the purposeful reduction of the assets of the patni taluks by the outgoing patni or dar-patni talukdars to the detriment of both the zamindar and the incoming purchasers of the taluks. Such a transaction was called kam jama (reduced rent). This kam jama caused much trouble. For example, Modun Mohun Singh a new patnidar, complained of the former patnidar as follows:

“[The former patnidar] had given Dar-patnis to his relations of the whole land of tenure with a jama [rent] in aggregate less by 257 Rs. than his own . . . . These [Dar-patnidars] again prepared fictitious Se [third] and Char [fourth] Patnis so as to establish other names in the Mofussil management and completely to defeat Petitioner’s attempt to get possession.”<sup>44</sup>

In this case, as clearly shown in the above extract, the dar-patnidars’ total rent (mofassil jama) payable to the patnidar who created them was Rs. 257 less than that the latter was to pay to the zamindar (zamindar’s jama). The purchaser of such taluk was liable to incur clear loss, far from getting any profit from the taluk. In this case, the kam jama was given to the relatives of the outgoing patnidar, but sometimes it was given to the raiyats (cultivators) perhaps on the payment of certain considerations, equally to the detriment of the new talukdar.<sup>45</sup>

So far we have examined various effects of the introduction of the patni system upon the zamindars and the intermediate tenure-holders. We shall now briefly investigate its effects on the cultivating classes. The Judge of Bardwan fully discussed the matter in his letter to the Judicial Department in 1818.<sup>46</sup> He first made it clear that “the most striking evil [of the patni system] is the great oppression which the Ryots have suffered and indeed this one evil may be said to be the source of many others, which have been experienced since the introduction of this system and more particularly within the last five or six years.” He explains, “the oftener a Taluk is sold, the greater is the rent demanded from the Ryots. Every inferior Talookdar is desirous to raise the rent higher than his predecessor did and the most illegal and oppressive [illegible] are resorted to for accomplishing this object . . . an instance lately came under my observation in which a Putnee Talookdar after having let the Talook in Dar-Putnee again took it in Dar-Putnee under a fictitious name, in order that he might the better carry on his exactions [from the cultivating classes].” At first the cultivators were, due to their ignorance of the regulation that offered them redress, calmly subjected to the exactions. But of late they began to form a combination and altogether withheld the payment of rent to the rapacious patnidars. “The Talookdar complains against each individual Ryot for a balance, and the Ryot on their part institute counter prosecu-

<sup>43</sup> *Ibid.*, No. 38 (Enclosure No. 4. Evidence of Gour Mohun Mulick).

<sup>44</sup> *Ibid.*, No. 38 (Enclosure No. 4. Evidence of Mohun Modun Singh).

<sup>45</sup> *Ibid.*, No. 38 (Enclosure No. 4. Evidence of Gour Mohun Mulick).

<sup>46</sup> *Ibid.*, No. 28.

tion for forced Cabooleats [agreements] and extortions.” Such legal battles in the court had been carried on for four or six years and the district court was full of such litigations. This was the conditions obtained in Bardwan when he wrote this letter. He thus concluded, “as long as the Putnee Talookdars are allowed to transfer their tenures, without the knowledge and sanction of the zemindar, and as long as these tenures continued to be sold to Dar Putneedars or other inferior holders, I do not think it possible to make any rules which can secure the Ryots from oppression or afford an effectual remedy to other evils which have been experienced from these tenures.” We may add that the confrontation between the patni and dar-patni talukdars and the cultivating classes were further complicated by the fact that many of the dar-patnidars were themselves the wealthy peasants. But it is not for the time being possible for us to enter into this crucial aspect of the matter because of the paucity of the information. We shall revert to the point in the concluding chapter of this paper.

Before ending this section, we can not but touch upon one very interesting aspect of the agrarian relations of those days. Though it was not directly related to the patni system, it certainly formed part of the social milieu in which the patni tenure worked. The point in question is the role of the local court in the agrarian society. There were two channels through which the local court could work upon the rural society. The first channel was the usual process of passing and executing the decrees on the agrarian problems, and the second one was the exercise of a discretionary power such as the formation of the “rule of practice” of the local court. Instances of the first type are abundantly found in the records of the Board of Revenue and the Judicial Department. Take an example of the decree concerning the question whether an inferior patni tenure would be void on the sale of the superior patni tenure. Out of three districts where the patni system was most prevalent, in two districts (Jungle Mahals and Hughli) the local courts established a judicial precedent that the inferior tenures were to void on such occasions, while in Bardwan the judges established a different precedent that they should not void in consequence of the fall of the superior tenures.<sup>47</sup> Therefore the Rajah of Bardwan whose estate spread over these three districts had to adopt different policies towards the inferior patnidars according to the local precedents of the respective districts. This resulted in lower prices of the patni taluks than their intrinsic value in Bardwan and higher prices in the remaining two districts.<sup>48</sup> Of course, the local precedents were changeable. Towards the end of the early period of the patni system (1800 to 1819), the judges of Bardwan began to question the above precedent set by their predecessors, and a case went up to the higher authority (Provincial Court) and then by the Rajah’s special appeal to the High Court (Sadar Diwani Adalat) of Calcutta. And the case was still pending at the time of the enactment of the Patni Regulation or, to say more correctly, one of its objectives was to furnish the court with guideline for deciding this very problem.<sup>49</sup> Thus if the local judges saw reason, the local judicial precedents could be reversed. However, we have good reason to say that they were very cautious of introducing innovation in such matters.

<sup>47</sup> *Ibid.*, Nos. 37 & 38 (Enclosures No. 4. Evidences of Gour Mohun Mulick & Neamut Ushraf, Diwani Sherishtadar of Burdwan; Enclosure No. 6).

<sup>48</sup> *Ibid.*, No. 38 (Enclosure No. 2).

<sup>49</sup> *Ibid.*, No. 38 (Enclosure No. 4. Evidence of Gour Mohun Mulick).

The second channel ("rule of practice") deserves our special notice, partly because it has been scarcely taken up by the existing literature, and more essentially because it mattered most for the great mass of the cultivating classes in their day to day petty judicial transactions. The "rule of practice" was such rules as were "supported by no direct authority in regulation, but being adopted by the Court."<sup>50</sup> Let us take an example of the Bardwan court concerning the issue of the writ of arrest (*dastak*). The judges in this district used to refuse to give permission to arrest the defaulter, applied for on the basis of the Regulation 7, 1799, if the arrears of rent was less than Rs. 20.<sup>51</sup> Thus the ordinary cultivators of this district were practically free from the arrest and the zamindar and the other intermediate tenure-holders had to apply for the distraint of their property on the basis of the Regulation 5, 1812, which was liable to be contested by such defaulters who could furnish good security within five days, and "the suit lodged thereupon is not decided sometimes for a year."<sup>52</sup> While in Hughli such a "rule of practice" did not prevail, they usually applied for the easier and more effective method of arrest of the defaulters in preference to the distraint of property.<sup>53</sup> The zamindars in Bardwan were thus subjected to disadvantageous rules in comparison with their counterparts in Hughli. In this case, the zamindars of Bardwan were deprived of the legitimate power, given by the regulation, by the "rule of practice". Another notable instance of the "rule of practice" in connection with the enhancement of rent may be presented here. New purchasers of the *patni taluks* had to, first of all, make a local settlement (*mofassil jamabandi*) of rent with the cultivating classes. For this purpose, the formation of new assessment of rent of all the cultivators after the measurement of their respective holdings was considered the most authentic measure. This process was usually called the "jamabandi by *jarib* (settlement by measurement)." The cultivators were alarmed at the news of "settlement by measurement" and did their best to put obstacles in the way. One *patnidar* gave evidence before Prinsep, the special commissioner, that the government officers previously assisted them in the formation of the new *jamabandi*, but it was not the case recently. The *ryots* encouraged by the non-interference of the government resisted the measurement so strongly that he did not dare it nowadays.<sup>54</sup> Under this circumstance, the *patnidar* and the cultivators usually entered into a compromise that the latter would accept the payment of a small increase in the rent (*khooshea*) and the former would refrain from the measurement of lands and give up the formation of the new *jamabandi*.<sup>55</sup> The cultivating classes resisted the measurement, because it would bring to light the actual acreage held by them, which was generally considerably bigger than what was recorded in the current *jamabandi* papers,<sup>56</sup> and also because it would uncover the unjust acquisition of the privileged holdings or the rent free lands.<sup>57</sup> If they did not reach compromise and a greater rent than what was acceptable to the cultivating classes was demanded, they instituted a *fazil case* (a case against the enhancement of rent) and deposited their rent at the former rate in the court. The district court made

<sup>50</sup> *Ibid.*, No. 37.

<sup>51</sup> *Ibid.*

<sup>52</sup> *Ibid.*, No. 38 (Enclosure No. 4. Evidence of Chooramunea Sircar).

<sup>53</sup> *Ibid.*, No. 38 (Enclosure No. 4. Evidence of Ramkoomar Raee).

<sup>54</sup> *Ibid.*, No. 38 (Enclosure No. 4. Evidence of Meer Khyrat Ulee).

<sup>55</sup> *Ibid.*, No. 38 (Enclosure No. 4. Evidences of Budun Chund Mookjee & Gour Mohun Mulick).

<sup>56</sup> *Ibid.*

<sup>57</sup> *Ibid.*, No. 38 (Enclosure No. 4. Evidence of Gour Mohun Mulick).

it the “rule of practice” to receive such deposit immediately.<sup>58</sup> The acceptance of the deposit by the court meant the commencement of the suit. The court then sent their investigating officer (amin) into the village where the lands in question lay. He measured the lands in dispute and enquired about the existing rates of rent in the locality. The court applied the same to the lands in question.<sup>59</sup> In such a case, the area of lands held by the peasant might be found to be bigger than that on record, but at the same time the existing rate of rent was confirmed by the court. Though the peasant who instituted the fazil case might be obliged to pay a larger sum of rent, the rates of rent of the locality would be maintained. As the general measurement was effectively prevented by the resistance of the cultivating classes, they as a whole seem to have gained rather than lost in a sum total. And it was the quick response of the court that ensured the cultivating classes the effective legal protection against the arbitrary enhancement of rent by the zamindar and the patnidar.

Thus the role of the local court in regulating the agrarian relations could be quite considerable. One unique point in this was that personal character of the judge did sometimes play a vital role through the exercise of the discretionary power entrusted to him and through the formulation of the “rule of practice” of the district, though always within the basic legal framework of the Company’s government.

## 2: *The Patni Regulation (Regulation 8, 1819)*

### a) *The Draft Plan of the Judicial Department (Dated the 17th, September, 1818)*

As early as September, 1817, the Governor-General in Council noticed the rent-difficulties of the Rajah of Bardwan as reflected in the increasing number of the litigations between the patni and dar-patni talukdars and the Rajah, and ordered the district judges of Jungle Mahals, Hughli and Bardwan to make enquiry about the working of the patni system.<sup>60</sup> They submitted their reports to the Judicial Department in the early part of the ensuing year. In the meantime, the Board of Revenue also took up the matter and forwarded their opinion to the Governor-General in Council in their letter of the 28th July, 1818, in which they recommended speedy legislation of a regulation in view of the peculiar nature of the patni tenure.<sup>61</sup> In less than two months after the above recommendation, the Judicial Department completed their plan (dated the 17th, September, 1818) of the Patni Regulation.<sup>62</sup>

Let us briefly see the main features of this plan, which consisted of two Drafts (hereafter JD’s Draft I & II). Draft I, consisting of 10 sections, mainly dealt with the substantive law and Draft II, also consisting of 10 sections, with the procedural law. The most outstanding nature of Draft I was the prohibition of the creation of the patni taluks of the lower gradations. It also prohibited the patnidars from leasing their taluks to under-farmers for a term of years. A patnidar therefore should manage his taluk directly. And the existing patnidars of the inferior gradations were to be cancelled unless either they were sanctioned and registered by the zamindar, or they secured separation (kharij) from their parent patnidars and became the patnidar of the first gradation. Draft declared that all the in-

<sup>58</sup> *Ibid.*, No. 38 (Enclosure No. 4. Evidences of Gora Chund Mulick & Budun Chund Mookerjee).

<sup>59</sup> *Ibid.*

<sup>60</sup> *Ibid.*, No. 27.

<sup>61</sup> *BR-P*, 4th May, 1819, No. 5.

<sup>62</sup> *JD-P*, Nos. 27 to 29.



ferior patnidars and the under-farmers who should be created after the legislation of this Draft were null and void, and were to be fined a penalty not exceeding one year's rent. Most of the provisions of Draft II found their way into the Prinsep's Draft and then into the Patni Regulation itself, with the exception of the section VI. This section provided that the sale of the defaulting patnidar's taluk was to be made by the zamindar, after he secured a decree for the same from the court.

JD's Drafts thus conformed to the zamindar's point of view, who often complained of the unlawful creation of the inferior taluks by the patnidars. However, if we take into consideration the existence of the small local gentry who formed the main body of the dar-patnidars, who were to be deprived of their interests in lands according to the provisions of JD's Drafts, the practicability of them was quite questionable, even if they became law.

*b) Prinsep's Draft (Dated the 12th July, 1819)*

The Board of Revenue, at their consultation of the 4th May 1819, took a thorough review of the petitions of the Rajah of Bardwan, the Collector's reports on the Rajah's huge arrears of revenue and the probable effects of the sale of part of his estate. They concluded that there was actually a great amount of balances due from the patnidars to the Rajah, which the Rajah could not recover promptly from them through legal process since the creation of the patni tenures by him clearly violated the existing regulations, and that if the public sale of his estate was forcibly carried out, the numerous patnidars and dar-patnidars would lose their tenures and the whole country would be thrown into a great confusion. They therefore recommended the postponement of the announced public sale of the Rajah's estate and also a thorough investigation of the origins, extent and nature of the patni system to be made by a special commissioner.<sup>63</sup>

In accordance with the Board's recommendation, the Governor-General in Council appointed W.J. Prinsep, the Superintendent & Remembrancer of Legal Affairs, as a special commissioner to enquire into the nature of the patni system on the spot. He was also ordered to make a careful study of the JD's Drafts and if necessary to prepare a new Draft of the Patni Regulation.<sup>64</sup>

He submitted his report to the Government on the 12th July 1819.<sup>65</sup> He based his arguments on a clear distinction between the taluk and the ijara (farm contract). He wrote, "[I]jara is] a contract for the collection of the zamindar's dues", while "[the use of the word] taluk shows that a milikiyat or property in land has been created and transferred . . . [it is] an assignment of the entire property as far as held by the zamindar . . . with mere reservation of rent, . . . , the talukdar [can not] be free to appropriate the proceeds until this be satisfied, much less to pledge, mortgage, or otherwise subject the tenure to encumbrance."<sup>66</sup> He thus considered the patni taluk a property in land created and sold by the zamindar. On this principle he proceeded to drafting his own plan of the new regulation, which greatly differed in principle from the JD's Drafts.

As Prinsep's draft, after certain modifications, became the Regulation, we shall examine

<sup>63</sup> *BR-P*, 4th May, 1819, No. 5.

<sup>64</sup> *JD-P*, 8th Oct., 1819, Nos. 31 & 32.

<sup>65</sup> *Ibid.*, Nos. 35 to 38.

<sup>66</sup> *Ibid.*, No. 37.

his Draft, consisting of 23 sections, at some length:<sup>67</sup> (1) As to the validity of the existing patni tenure, Section 2 of the Draft declared that this enactment retrospectively validated such patni taluks as were created before 1812 in violation of the regulation 44, 1793, which forbade the creation of any under tenures beyond 10 years. (2) Section 3 defined that the patni taluk was perpetual, heritable and transferable. One novelty in this section was that it clearly distinguished the patni taluk of the second gradation from that of lower ones. Dar-patni talukdar was given the similar rights to those of the first gradation, while Se-patni and Char-patni talukdars were declared to be merely the holders of the lease or farming contract, having no property in lands. In section 3, the Draft provided that the patni taluks of the first and second gradations were liable to be sold on their holders' failure to fulfill the rent-payment to the zamindar or superior patnidar. Prinsep elsewhere explained that on the non-fulfillment of the zamindar's reserved right, e.g., the payment of rent, the patni taluk was held responsible for the balance and was put to public sale as a private property of the defaulter, while the ijara tenures merely voided on the failure of the contract and returned to the proprietor without sale. (3) On the same ground, section 5 provided further: "The zamindar having by his own act limited and restricted in perpetuity the interest reserved for himself to the fixed amount of annual rent, cannot under any circumstances lay claim more than this reservation, if therefore the tenure possesses a value sufficient to secure to the zamindar the amount of his claim by a fair and open sale, any excess that may be obtained by such sale must be exclusive property of the talukdar." (4) The next important provision of this Draft was section 4 that ordered the preparation of a special register of the dependent taluks which was to be first supplied by the zamindar and then to be kept by the person holding the office of the Register of deeds to the civil court of the district. This record was called "The Register of Talooks &c.". And the patnidars without registration were not allowed to have recourse to the legal process as provided by this Draft. Section 7 provided that the zamindar should not refuse the entry of the transferee of an entire patni taluk in the register on the payment of the prescribed fee of 2% of the rental, but not in any case exceeding Rs. 100. But in case of the transfer of a fractional part of the patni taluk, the zamindar could deny the transaction, since it involved the division of the rent payable to the zamindar into fractional parts, which was his reserved right, and it might, if done corruptly, be harmful to his interest. (5) Then came the summary rules for the process of the distraint & sale of the patni taluks which fell into arrears of rent. The sale of patni taluk of the first gradation could be made twice in a year, while that of the second grade patni taluks could be made at any time on application. These public sale should be done by the Register of the civil court at the public office, and thus the zamindar's persistent claim of making the re-sale and re-settlement of the defaulting patni taluks at his private office by himself was clearly denied. This provision was, as will be easily understood, the logical consequence of Prinsep's premise that the patni taluks of the first and second gradations were the property of their holders, though with the limitation of the Zamindar's reserved right to a fixed annual rental. (6) In connection with the sale of the patni, an important problem had to be answered. It was the question of the cancellation of the "incumbrances"

<sup>67</sup> *Ibid.*, No. 36 (Prinsep's Draft or *A Regulation to declare the relative rights of the Zamindars and dependent Talookdars and to amend the process in use for the sale of Talooks in satisfaction of the zamindar's demand of rent, also to explain and modify other parts of the system established for the collection of rent within the Provinces of Bengal*).

following the public sale of the patni taluks or the zamindar's estate for arrears of rent or revenue. As we have seen before, this was one of the foci of the tension between the Rajah of Bardwan and the intermediate tenure-holders. The Draft provided that every taluk which was put up for sale at public office for the recovery of rent had to be "sold free of all incumbrances that may have accrued upon it by the act of the defaulting proprietor [the patnidar]." One important reservation was made in this connection to protect the cultivating classes from losing their holdings in section 14: The cultivating tenures held by the peasants were not to be considered the incumbrances as stipulated above, and thus they were not liable to be cancelled even when the talukdars who had given them the cultivating tenures lost their taluks by public sale for the recovery of rent. It was also provided in section 15 that the theory of the cancellation of incumbrances was not to be applied to the private sale or sale due to decrees other than the arrears of rent. (7) Other noticeable feature of the Draft was the power given to the patnidar of the second gradation in section 16 to pay the arrears of his superior patnidar so that he might not lose his dar-patni taluks by the public sale.

As will be seen from the above résumé of Prinsep's Draft, this Draft was designed in such a way that the interests of the zamindar, patnidar and the cultivating classes were cleverly balanced. We may admit that this was a great improvement on the JD's one-sidedly pro-zamindar plan.

c) *The Patni Regulation (Regulation 8, 1819; passed on the 3rd September, 1819)*

As suggested earlier, the Patni Regulation was largely based on the Prinsep's Draft which we have just examined in detail. We shall here only point out the main differences between the two.

The most important difference would be the recognition of the patni tenure of any gradations as a fullfledged "taluk" in the sense as conceptualized by Prinsep. Therefore, not only the patni taluks of the first and second gradations, but also those of the third, fourth or even lower gradations became perpetual, inheritable and transferable property of their holders. Thus, the Patni Regulation was logically more consistent than Prinsep's Draft, but it, in so doing, threw away the legal check on the development of the excessive multiplication of the intermediate tenures, the evil effects of which were by that time very well known among the official circle of the Company's government.<sup>68</sup> In this sense we may state that the patni sale law opened up a field for the growth of the multi-tier structure of the intermediate landed interests or the so-called "sub-infeudation" in the later years. Another departure from the Prinsep's Draft was that the Patni Regulation authorized the zamindar to demand from the new patnidar who wanted his name to be entered in the zamindar's register a security not exceeding a half-yearly rent for the safety of his reserved right. Such a provision was unthinkable in the Prinsep's Draft, because he considered the taluk itself a sufficient security for the zamindar's reserved interest. The zamindar was given by this provision certain bargaining power, though of limited nature, with the patnidars. Other difference between the two were of minor importance and we need not go into them.

<sup>68</sup> For example, H.R. Colebrooke wrote in 1804 that "whenever the system of an intermediate tenantry subsists, the peasant is indigent, the husbandry ill managed." (*Remarks on the Husbandry and Internal Commerce of Bengal*, Calcutta, 1804, p. 42); See also the report of the Magistrate of Bardwan in 1814, quoted in R. Ray, *op. cit.*, p. 104.

### 3: *Working of the Patni Regulation—A Résumé of the Official Attitude*

In this section we shall very briefly review the official attitude towards the Patni Regulation.

One episode regarding the creation of the patni tenure in a fairly large estate (Syedpur Trust Estate) in the district of Jessore in 1820's reflects the official thinking about this system. The Syedpur Trust Estate was first donated by Haji Mohammed Mohsin in 1806 for the charitable purpose of maintaining a Mohammedan religious institution in the Hughli district (Hughli Imambara). At the initial stage its management was performed by two joint-managers (matwalis) who were constituted by the original donor to take care of it. But it did not take long before its assets began to be embezzled by the Matwalis and they started quarrelling each other. Seeing the gross mismanagement by them, the government stepped in in 1816 and deprived them of the matwali-ship under the authority of Regulation 19, 1810. The government took over one of the matwali-ship and appointed one Mohammedan of the Shia sect as another matwali who was to mainly take care of the religious affairs. Then ensued prolonged litigation as well as obstruction of the rent collection in the countryside by the dismissed managers and others. The estate was thus thrown into confusion and arrears of rent accumulated.<sup>69</sup> At this juncture, the Board of Revenue ordered the collector of Jessore to explore the feasibility of giving out the estates in patni taluks as prescribed in the Patni Regulation. The collector then on consultation with the matwali submitted a plan of division of the estate into lots. He thought it proper to keep the size of each patni taluk not exceeding Rs. 2,000 so that the small local talukdars and wealthy cultivating class (gantidars) might be given the opportunity to become the patnidars. He added that the purchasers should be selected from among the local people, who were expected to be well acquainted with the people and land of this district. He argued that “the Talukdars by having a permanent interest in lands will of course exert themselves in bringing into cultivation the lands that have hitherto been allowed to remain waste.”<sup>70</sup> On receiving this report from the collector, members of the Board of Revenue recorded their minutes on the matter. They faithfully reflect what they expected of the patni system. All of them supported the proposal of limiting the size of a lot below Rs. 2,000, “so as to place the purchases within the ability of the principal Ganttheadar, who will in all probability be generally the highest bidders, as the tenures must necessarily be much more valuable to them than to strangers,” and also saying that “the ryots of that district proberbially litigious, dishonest and full of chicanery can only be well managed by their own countrymen.” Some members supported the introduction of the patni system because it would bring the order and the regular system to the country and thus prevent the recurrence of the various evils such as encroachment on the assets of the estate by the neighbouring zamindars and powerful cultivating class (gantidars), feuds, dissensions, and agrarian disturbances. After some revisions of the original plan submitted by the collector, the estate was sold in 1823 in dozens of small lots of patni taluks and it secured the manager and the government the regular receipt of the rent and revenue from the estate with much less trouble.<sup>71</sup> Though this was not the

<sup>69</sup> A concise account of the changes in the management of this Estate is given in L.R. Fawcus, *op. cit.*, pp. 59 to 63; See also, *Collection of Papers Relating To The Hooghly Imambarah, 1815-1910*, Bengal Secretariat Book Depôt, Calcutta, 1914.

<sup>70</sup> *BR-P*, 1st May, 1821, No. 25.

<sup>71</sup> L.R. Fawcus, *op. cit.* We could not find out the number of the patni taluks created at this time. However, Fawcus found that the management of the Estate had been transacted in the following way at the time

whole story, we shall for the moment only point out that the creation of the patni taluks generally had good effects from the view point of the security of the rent and revenue. Therefore, it is not surprising to find that in official circle as well as among the zamindars the patni regulation was highly valued. This will be confirmed by the following account of the official reports on the working of the patni regulation recorded in the proceedings of the Board of Revenue in 1826.<sup>72</sup> These reports were called for to furnish the Court of Directors in London with information on the operation of the Patni Regulation. The collectors of three districts (Jungle Mahals, Hughli and Bardwan) where the patni taluks were most prevalent were unanimous in admitting the beneficial effects the regulation brought about to the zamindars and the superior patnidars in their dealings with the inferior patnidars. To quote from the report of the collector of Hughli: "The effects upon the interest of the sadar patnidar has been great. He formerly found it almost impossible to collect the rent due from his tenants and in many cases sustained obvious injury from the delay which invariably took place . . . . The injurious consequences resulting from such a state of things have been completely remedied by the provisions of the present regulation."<sup>73</sup> The collector of Bardwan remarked that in consequence of the enactment of this regulation "a highly beneficial impulse has been given to the agriculture of the district by the investment of capital in lands formerly uncultivated." He continued: "The farmer is found to rack rent or if agents be employed their well known corruption rendered them unfit for the discharge of such important trusts [as the management of the large zamindari]," and the creation of the patni had been a necessary step to save the giant estate (the Zamindari of Bardwan) from the ruin.<sup>74</sup>

The official opinion on the Patni Regulation as revealed in the above narration remained unchanged even towards the end of the nineteenth century. When an amendment of the Patni Regulation in conformity with the newly enacted Bengal Tenancy Act (1885) was proposed in 1896, the majority of the opinions of the local administrators were against such an amendment. The Commissioner of the Presidency Division went as far as to say that "the power of sale under Regulation VIII [1819] is one of the best parts of the Bengal land system, and I have always held it highly desirable that a similar provision should be applied to all kinds of landed interests."<sup>75</sup>

As already suggested, the above accounts of the working of the patni system under the Patni Regulation do not show the entire picture of the matter: Though the Patni Regulation wonderfully answered the requirements of the landed proprietors, it hardly did so for the interests of the great majority of the cultivating classes. An alarming instance of this aspect of the patni system was well-known among the official circle in as early as 1825 in connection with the Syedpur Trust Estate mentioned above. One Munshi Mahommed Amir, an outsider, purchased a big lot when the estate was given out in patni taluks. His

of his survey and settlement operations in 1920 to 1926:

Income from khas lands	52,905
Do. from 148 patni taluks	147,156
Do. from ijara lands	—
Total rent and cess . . .	<u>200,061</u>

<sup>72</sup> *BR-P*, 20th June, 1826, Nos. 46 to 49.

<sup>73</sup> *Ibid.*, No. 46.

<sup>74</sup> *Ibid.*, No. 47. But we must point out that though the Collector of Bardwan spoke of the highly beneficial impulse on the agriculture, he did not give any evidence to support it.

<sup>75</sup> *The Proceedings of the Revenue Department (Land Revenue-Miscellaneous)*, January 1896, Nos. 69 to 70.

activities as a new patnidar brought to light the undesirable side of the matter. The collector of Jessore vividly described the incident:

“after the talookdar [Munshi Mahommed Amir] had, in 1228 B.S. [A.D. 1821]<sup>76</sup> purchased the pergunnahs, he visited them in person; and foreseeing the injury of suing in a court of justice to upset the deed and hereditary tenures under which the principal part of the tenantry held their lands, . . . , he entered into a combination with . . . some . . . of the principal ryots . . . and having gained them over his purposes, he engaged between 200 and 300 birjbasshies and persons of desperate character . . . armed with spears and bludgeons . . . committed diurnal and nocturnal depredations on the persons and property of the tenantry . . . [they were] forcibly carried off and compelled to sign jumwabundee papers at a rate of assessment fixed at the discretion of the talookdar himself . . . when appeals have been made by the ryots to the courts of justice for redress of such unheard-of grievances, . . . , with the threat of extirpation . . . the witnesses have been deterred coming forward, and the appeals of the ryots have been dismissed by the courts of justice for want of proof, . . . . That 200 families of the tenantry of pergunnah Mohessurpassa, and about half that number in pergunnah Khalispore, owing to their inability to pay the twofold, and in many instances threefold increase on the former jumma, agreeably to the rates required by the putnee talukdar . . . have been reduced to beggary and obliged to expatriate and seek a refuge elsewhere . . . .”<sup>77</sup>

It seems that the mal-practices of the patnidars against the cultivating classes, if not so glaring as the above case, frequently occurred in various districts, despite the high esteem expressed in 1826 by the collectors of Bardwan and Hughli, as quoted earlier. In view of these dark side of the patni system, the collector of Jungle Mahals could not but write in 1826: “although Regulation VIII of 1819 has remedied some of the evils of the putnee system, yet a great many still remains . . . .”<sup>78</sup> Let us give one more instance to support the point. The collector of Hughli wrote in 1848: “[Due to] the constant fluctuations of the Putnee System . . . the superior tenures [patni tenures] constantly shifting . . . year after year the contest for rent renewed [between the new purchaser of the patni taluk and the cultivating classes living within it].”<sup>79</sup>

There was growing criticism against the patni system among the government officers of pro-raiyat bent as well as from the unofficial circle. It was mainly directed towards the multiplication of the intermediate interests in lands. F.J. Halliday, the Lieutenant-Governor of Bengal wrote in 1855: “There are numerous cases in which one Khud Kasht raiyat [a peasant who cultivates land belonging to his resident village] has to pay his little rent in shares to three or four or more Talukdars, or other under-tenants of the zamindar . . . . This is notoriously one of the curse of the country.”<sup>80</sup> C.D. Field, the Judge of High Court

<sup>76</sup> It seems that the collector gave wrong date. All other documents show that the creation of the Patni Taluks in this Estate was done in 1230 B.S. (A.D. 1823/4).

<sup>77</sup> *Minute of Evidence taken before the Select Committee on the Affairs of the East India Company, III (Revenue)*, London, 1853, Appendix, No. 19 (Report from R.W. Maxwell, Acting Collector at Jessore, 26th May 1826), pp. 111 to 112.

<sup>78</sup> *BR-P*, 20th June, 1826, No. 48A.

<sup>79</sup> *Ibid.*, 27th April, 1855, No. 139.

<sup>80</sup> Quoted in *The Zemindary Settlement of Bengal*, Vol. I, Calcutta, 1879, p. 153.

at Calcutta, summarized the criticism expressed by various persons in his famous book published in 1883:

“This system of sub-letting—of quasi-sub-infeudation was distinctly legalized by the Legislature; and the consequence has been that at the time when middlemen were being abolished in Ireland, they were being created and their creation encouraged in Bengal . . . . It is easy to conceive how landlords of this class abused the extraordinary powers with which the Legislature invested them and ground down the toiling millions . . . . “The sub-letting system,” wrote Mr. Dampier, the Superintendent of Police for Bengal in 1843, “which relieves the zamindars from all connection with their estates or raiyat, and places these in the hands of middlemen and speculators, is striking its roots all over the country, and is grinding down the poorer classes to bare subsistence . . . .” Some fifteen years later, Mr. Sconce, a member of the Legislative Council . . . wrote as follows:—“The bane of the landed interest in India . . . is the creation of sub-tenures for the benefit of those who seek to lease rents, not lands; who speculate upon the opportunity they may be enabled to command of realizing extortionate rents; and who, being neither landlord nor cultivators, are permitted to absorb such an amount of the profits of the land as is calculated to paralyze the efficient operations of those, with whose prosperity the prosperity of the entire country is most nearly identified.”<sup>81</sup>

These criticism, however, remained the minority view, and the official opinion as a whole, as we have seen earlier, still warmly supported the Patni Regulation and did not think it necessary to revise it in any respect. This was not surprising if we consider that the Patni Regulation was a counterpart of the notorious “zamindari sale law” (Regulation I, 1793) and therefore it formed an inseparable part of the zamindari system of Bengal. Thus we may conclude that as long as the government supported the zamindari system as formulated by the Permanent Settlement of 1793, the government could not but allow the zamindars to exercise such “extraordinary powers” as were provided by the Patni Regulation.<sup>82</sup>

### III

#### *Summary and Concluding Discussions*

As we have seen, the patni tenure was perpetual, transferable and heritable, and there-

<sup>81</sup> C.D. Field, *Landholding, and the Relation of Landlord and Tenant in Various Countries*, Calcutta, 1883, pp. 617 to 620.

<sup>82</sup> Even the Court of Directors, in their Letter dated the 18th April, 1825, criticised the Patni Regulation as deviating from the principle of the legislation and giving the zamindars undue authority of selling the private property of the defaulting patnidars without going through the regular process of the court. In their own words: “[The Patni Regulation has] the appearance of declaring by legislative enactment the effect and meaning of contracts instead of as is usual with leaving the obligations and interpretations of such law papers [deed of sale of patni granted by the zamindar &c.] to the Civil Courts to decide.” The Board of Revenue, in defense of the Patni Regulation, argued that the defect pointed out by the Court of Directors was of minor importance in comparison with the great benefit it provided for the security of the rent & revenue. They asserted that but for this enactment, the zamindari system of Bengal should have been imperilled by the great difficulties in rent collection. (*BR-P*, 20th June, 1826, No. 49).

fore called the “taluk”. But this taluk was dependent on the zamindari in the sense that it was hypothecated as security for the punctual payment of the zamindar’s reserved right (patni rent).<sup>83</sup> And on failure of the payment, the defaulting patnidar’s taluk was summarily sold by the authority of the government. Thus the zamindar had a powerful back-up of the state authority in his “private” dealings with the patnidars. Even the Board of Revenue admitted that the sale of the patni taluk without going through the regular process in the civil court was a clear deviation from the “principle of legislation” of the British Law System. However, the colonial government could not but authorize the zamindar to exercise this special power, simply because this was a necessary evil to maintain the Permanent Zamindari Settlement established by Cornwallis in 1793.

Authorization of the creation of the perpetual intermediate tenures at any level by the Patni Regulation facilitated the rapid growth of the multi-tier tenurial structure which was called by Halliday, the Lieutenant-Governor of Bengal (1854 to 1859), the “curse of the country.” We are not going to assert that but for the Patni Regulation, Bengal would have been entirely free from the “curse”. However, it would not be wrong to say that the width and depth of the intermediate tenures might not have been so excessive as it actually had been the case, had it not been for the Patni Regulation. But we should not indulge too much in the historical “ifs”.

We should rather ask the conditions that made for the rapid growth of the multi-tier structure of the intermediate tenures. The answer seems to be at least three-fold: historical, political and economic. Needless to say these three aspects were interpenetrating, but, for the convenience’ sake, we shall treat them separately.

Historically, the farming system, which widely and deeply prevailed towards the closing years of the Mughal régime in Bengal, seems to have laid the foundation for the intermediate tenure system of the nineteenth century. The extensive spread of the farming system pointed to the rise of a section of the rural population (“small local gentry”)<sup>84</sup> consisting of the village heads, the village accountants, the small holders of rent-free lands, the local money lenders, the local traders and the wealthy peasants and artisans (especially weavers). They, by taking advantage of the confused and greatly weakened power of the zamindars, encroached upon the assets of their lords (the zamindars) through various methods, and the rent-farming was one of such methods. They grew rich and influential at the cost of both the zamindars and the inferior peasants. We may add here that their chance of amassing wealth was also enlarged by the huge investment by the Company in the agricultural products of Bengal. Thus the apparent political disorder and “economic decay” notwithstanding, they started to move up the social ladder. The zamindars were financially as well as politically greatly damaged by their activities in the countryside. At this critical moment in the history of Bengal, the colonial government decided to side with the losing zamindars and the said political formation from the below was nipped in the buds through a series of pro-zamindar legislations in the late eighteenth and early nineteenth centuries.<sup>85</sup> Thus the upward bound of the “small local gentry” was suppressed for the moment. However, their power basis remained more or less unimpaired and many of them purchased

<sup>83</sup> *Settlement Report of the Burdwan Raj and certain other estates in the districts Burdwan, Hooghly, and Bankura in 1891-96*, 1897, p. 33.

<sup>84</sup> Borrowed from R. Ray, *op. cit.*, p. 104.

<sup>85</sup> S. Taniguchi, *op. cit.*, chs. 6 & 7.



small lots of the fallen "old" zamindars at the public auctions. Out of five or six big zamindaris in Bengal, only that of Bardwan tided over the great waves of the public sales immediately after the Permanent Settlement. However, here also, the "small local gentry" were found to have obtained the under-farms (kutkinas or hudas) almost all over the estate. The Rajah, with his greatly reduced establishments for the internal control and management of the estate, must have found it very difficult to cope with them who were deeply rooted in the countryside and living among the general folk. He finally found it advisable to give them a kind of perpetual interest in lands in order to accomodate them and to control the country through their agency. And he became a giant rentier. Above argument would explain the broad historical background of the creation of the patni system by the Rajah of Bardwan.

Politically, the Pax-Britannica no doubt contributed much to the growth of the multi-tier tenure system. This requires no elaborate argument. The multi-tier tenurial system, which was based on very delicate distinctions of the stratified interests in land, could only be maintained and have practical meaning when a strong government kept up well-defined judicial and police systems.

Economically, the fundamental requirement for the growth of the multi-tier intermediate tenures was the existence of the sufficient agricultural surplus that could be shared by many interested groups on the same tract of land. By the agricultural surplus we mean the disposable product that remains after deducting from the gross product of the land the government revenue, zamindar's reserved share and the producer's share. The first deduction, the government revenue, was fixed for ever in 1793 and its proportion in the gross product was getting smaller and smaller due to the general increase in the prices of the agricultural products.<sup>86</sup> We may point out that the government assessment tended to be higher in the old settled estates and in the big zamindaris, while it was much lower in the newly reclaimed areas and in the smaller zamindaris. The second deduction, the zamindar's reserved share, also differed greatly according to the circumstances of the respective estates. When the zamindar was weak or the land abundant, his share tended to be small and vice versa. The third deduction, the producer's share, requires careful consideration. It consisted of the production cost and the producer's profit. The former varied from locality to locality and according to the crops under cultivation. The latter, even in the simplest case, is more difficult to work out than the former. It involved the study of the relative strength of the landlord and the peasantry in the respective localities. And it could be much more complicated when the producers had themselves stratified structure.

Above formulation, though being quite simplified, gives us a clue to the understanding of the regional difference in the depth and width of the intermediate tenures. Mere natural or agricultural abundance did not always guarantee a large disposable surplus. Take some examples to illustrate the point we have raised. Bardwan was famous for its fertility and high state of cultivation during the whole period of the British rule. But the Rajah was tactical enough to fix his reserved share at the highest possible level when he created the

<sup>86</sup> There are many instances that suggest the extending difference between the gross rental of the estate and the government revenue fixed upon it. (*SSO-Dinajpur*, (1942), p. 87; *SSO-Malda*, (1939), pp. 78-9; *SSO-Faridpur*, (1916), p. 31; *Bengal District Gazetteer, 24 Parganas*, (1914), p. 171, &c.). And this explains the great rise in the price (pun) of patni taluks. It was a quarter of the yearly jama in 1818, but in the 1870's, it became as high as 3 times to 5 times of the yearly jama. (*SAB, Dinajpur*, (1876), p. 402; *SAB-Pabna*, (1876), p. 313).

patni taluks.<sup>87</sup> And in addition to this, the government revenue imposed on this zamindari was known to be very high. Thus in spite of the apparent abundance, the disposable surplus left was presumably not so large as it might be supposed. This conforms to the fact that though the patni tenures almost covered the whole estate, the depth of their stratification was far smaller than what was found in the district of Bakarganj. In Bakarganj, the disposable surplus was perhaps greater than any other districts in Bengal. This may be explained as follows. The deltaic topography of Bakarganj was specially suitable for the production of the marketable rice (aman variety) and it resulted in large gross product per acre. As we have seen earlier, this region was newly reclaimed by the small enterprising colonizers who furnished the initial cost for the clearance of the forest lands and the supervisory labour, both of which the local zamindars could hardly afford. They naturally obtained very favourable conditions for the lands which they themselves brought into cultivation. The government assessment on these forest lands was next to nothing. The actual cultivators were mostly greatly indebted to the colonizers and thus their profit could not be large. These conditions clearly point to a very considerable disposable surplus, and Bakarganj was famous for its depth of the multi-tier intermediate tenures.

In addition to the factors enumerated above, there were many others that merit our investigation. But it is not possible for us to enter into them in this place.

From the various volumes of W.W. Hunter's *Statistical Account of Bengal (SAB)* and *Survey and Settlement Operations (SSO)*, several causes of the creation of the patni tenure can be picked up: financial difficulties,<sup>88</sup> absenteeism,<sup>89</sup> being female,<sup>90</sup> break-up of the joint family,<sup>91</sup> family arrangement,<sup>92</sup> more efficient management of the large estate,<sup>93</sup> reclamation of the jungle lands,<sup>94</sup> difficulties of rent collection,<sup>95</sup> as a means of repayment of the debts,<sup>96</sup> request of the indigo planters.<sup>97</sup> Thus the patni system was a convenient device for the zamindars who were met with any of these situations, and it was reported that some zamindars could escape the imminent ruin by creating the patni taluks.<sup>98</sup>

However, even from the view point of the zamindar, the patni system was not an un-mixed blessing. A settlement officer of Bardwan remarked in 1897 that "[the zamindari of Bardwan was] let out in patni and maurasi [a perpetual tenure at fixed rent] for more than half a century, and we do not possess at present any old measurement chittas [papers] and have no valid records to show the actual quantity of land in the occupation of the raiyats."<sup>99</sup> Thus the patnidar had virtually free-hand in his management of the taluk. It meant that he could freely change the records of the taluk, especially those of the rent-free

<sup>87</sup> *Settlement Report of the Burdwan Raj*, p. 13; *SSO-Bankura*, (1926), p. 61.

<sup>88</sup> *SSO-Rangpur*, (1940), pp. 61 to 62.

<sup>89</sup> *SAB-Dinajpur*, (1876), p. 401.

<sup>90</sup> *SSO-Rangpur*, (1940), pp. 61 to 62.

<sup>91</sup> *SSO-Faridpur*, (1916), p. 22.

<sup>92</sup> *SSO-Dinajpur*, (1942), p. 85; *SSO-Pabna & Bogra* (1930), p. 66.

<sup>93</sup> *SAB-Murshidabad*, (1876), pp. 117 to 118.

<sup>94</sup> *SAB-Bogra*, (1876), p. 233.

<sup>95</sup> *SAB-Dinajpur*, (1876), p. 401.

<sup>96</sup> *SAB-Maimansinh*, (1877), p. 450.

<sup>97</sup> *SSO-Pabna & Bogra*, (1930), p. 66.

<sup>98</sup> *SAB-Bogra*, (1876), p. 233.

<sup>99</sup> *Settlement Report of the Burdwan Raj*, p. 3.

lands and the privileged holdings at fixed rent (mokarari lands). The above settlement officer estimated that about 20 to 25% of the cultivated lands had been "fraudulently converted into rent-free lands"; by "many of the late patnidars, dar-patnidars, . . . , and influential raiyats."<sup>100</sup> Later on another settlement officer estimated that from 20 to 40% of the lands held by the raiyats were mokarari holdings, and he also attributed this to the collusive grants made by the patnidars to the raiyats. As the Rajah possessed no documents to prove that they were fraudulently created, the settlement officers thought it almost impossible to recover them through the legal process.<sup>101</sup> This must have greatly depreciated the value of the patni taluks at the public auctions. The enterprising zamindar such as Jaykrishna Mukherjee of Uttarpara in Hughli naturally tried to put the estate under his direct supervision.<sup>102</sup>

From the view point of the peasants also, the patni system was a mixed blessing. In this connection, we must make it clear that the peasantry of Bengal was not a homogeneous group, but they were highly stratified. For the purpose of our present argument, we may roughly classify them into two groups; few upper and wealthier peasants and the great majority of the inferior ones, including the under-raiyats (subordinate peasants). The effect of the patni system on each of them was altogether different. The upper stratum was, as we have often remarked, rich enough to acquire the patni or dar-patni taluks or, if not so successful, obtained the rent-free lands or mokarari holdings by the payment of certain considerations to the patnidars. They also often secured reduced rates of rent to their holdings, while the inferior peasants were obliged to pay higher rates of rent and reduced to the sheer poverty. The settlement officer of Bardwan Raj estate succinctly observed in 1897:

"I have invariably found the widest divergence in the rates at which the tenants of the same village and even of the same math [or tract of cultivation] hold. And the cause is not far to seek. Successive tenure holders [patnidars & dar-patnidars] have tried to force up rents with more or less success; and judging from my personal experience during this settlement and elsewhere, I can very well believe that here, as in other places, the old soil class nirkh or pargana rates have been destroyed, and rates have been differentiated according to each raiyat's inability to resist."<sup>103</sup>

Thus the frequent changes of the patnidars owing to excessively high original patni rent tended to force up the rates of rent demanded by the successive patnidars or dar-patnidars, and its burden had to be chiefly born by the inferior or weaker raiyats, while the upper stratum managed to obtain the lower rates in collusion with the patnidars. The patni system thus tended to not only perpetuate but also deepen the dualistic structure among the peasantry, even when the better market conditions for the agricultural products existed.

The patni system thus had differential effects on several sections of the rural population and, where it extensively obtained, gave considerable effects on the agrarian structure of the locality.

<sup>100</sup> *Ibid.*, p. 8.

<sup>101</sup> *SSO-Bardwan*, (1940), p. 30.

<sup>102</sup> Nilmani Mukherjee, *A Bengal Zamindar, Jaykrishna Mukherjee of Uttarpara and his Times, (1808-1888)*, 1975, pp. 92 to 99.

<sup>103</sup> *Settlement Report of the Burdwan Raj*, p. 13.

## APPENDIX A

*Bynamah (deed of sale)* granted by the zamindar to the patnidar:

“This writing is given to Kaitoonath Ghose as a memorial that I have constituted (put-tun) him Mofussily Talookdar of Lot Purna Koomha consisting of 22 mouzahs and Mehals situated in Pergunnah Bhonnie in the zemindary of Burdwan in consideration of the Sum of 4,300 Rs. received by me as the price of the said Talook. The yearly Jumma payable therefrom is 12,541 Rs. 14 As. 11 Gs. He will obtain full possession of the said Mahals (according to the established usage) [as far as it] relates to the profits arising from rents, produce of lands not leased out, chakeran lands, cultivated and waste lands, Jungle, Julker, Bunker, gardens, [illegible], Tanks, lakes, Jheels, and all zemindary rights and privileges. He has no concern with my private gardens, Houses or Tanks, which are in my [illegible] possession. He will pay his revenue into the Cutchery of my zemindary in Sicca Rupees and deliver the monthly Kists regularly throughout the year in the manner prescribed in the deed of instalments. He must not fail to do so in any respect. No increase or diminution of the Jumma at which I have granted this Puttuny Talook will ever take place. He must act conformably with the terms of his agreement and by his good conduct rendering the Ryots happy and satisfied. He and his descendents will continue peaceable and undisturbed possession. 1210 B.S. 13 Sarvon. (A specification of 22 villages and the annual rent payable by the talookdar is subjoined.)”

## APPENDIX B

*Kabuliyat (deed of agreement)* submitted by the patnidar to the zamindar:

“The Cubooleet is written by me Kaitoonath Ghose and the object of it is this. I purchased a Mofussily Puttuny Talook in the Pergunnah of Gope Bhoo [illegible], Lot Punna Koombha, containing 22 mouzas at the annual Jumma of Sa Rs 12,828,,14,,11, and Ayma Lands with the annual Jumma of 213 Rs. in all amounting to an annual Jumma of 12,541,,14,,11 for the sum of 4,300 Rs. Being well acquainted with the amount of Jumma, I have signed my name to this deed, and will make no complaint concerning the Jumma or either in consequence of the diminution or want of assets by reasons of the bursting of the embankments, drought or other losses, or if I do it cannot be attended to. I will pay the annual Jumma according to the monthly Kistbundee by instalments in assayed Sicca Rupees into the Cutchery of your zemindary. If the monthly instalments be not paid, they shall have interest from the succeeding month according to the Regulation. If the arrear with the interest be not paid at the end of the year, you are empowered to sell the talook and dispose of it at your discretion. Should it be insufficient to pay the arrear with interest, you may sell my other property, and liquidate the balance therewith. I will pay the Jumma of this Talook into the Cutchery of your zemindary, and will not by any means petition to be separated nor will I be separated from your zemindary. If I or my heirs should deliver or petition to that effect it must not be attended to. If I fraudulently give any out of this Mehau as Talook to any one at a reduced Jumma, it will be inadmissible. Sould I fail to

pay instalments and you appoint a Mofussily Sezwal, I will pay his monthly salary and will cause my Umlah to attend him, but he shall not receive a greater salary than that specified in his Sunnud. Should the Sezwal retain or embezzle anything I will take account from him, but will not make no excuse to you on account of arrears of Jumma. I will in no wise act in opposition to the Regulations. I will maintain any fund for religious worship that may have existed from time of old. When any papers shall be required by the Civil or Criminal Court, or at the collector's Cutchery, and when any order come to supply provisions for passing Troops, I will without fail attend thereto. If I act otherwise, I will pay the penalties. I will not in any case interfere with your houses, gardens and tanks, which are in your own possession. The Sudder Mukuddum of the Pergunnah has contracted for repairing the embankments from the year 1210 to the year 1215. Sould he give up the contract, demise or flee, I engage to repair the embankments within my Talook. I will take the proposition of the money agreed on by the contract and will not claim any increased allowance for expenses. I will [illegible] conformably with the contractors deed of agreement. During the term of contract, if any damage accrue to my Talook by reason of the bad repair of embankments, I will cause the contractor to make it good. This has no connection with you. Should the government deem it expedient to resume the revenue appropriated to the office the Zila Thannas, I will separately pay the sum annually demanded therefrom. I will demand the same Jumma from lands let out to farmers [Moostajirs] previous to the setting of my Mehaul as was before, payable during the continuance of their leases. I will take possession of such Lands as are not let out to under renters. I will take an account of any collusive settlement [illegible] by the Farmers and underrenters [Kutkinadars]. I will make no excuse, on the ground of the death or flight of a farmer. If a farmer cause any diminution of the [illegible] or be proved to have acted in any way contrary to the Regulations, I will substitute another in his place. Should any of the farmers or their kutkinadars [illegible] any complaints, I will reply to them. I will exact from the said farmers, whatever due to your Sirkar according to their Cubooleut. This Cubboleut I have written of my free will. (dated 27 Assar 1210 and attested by three Witnesses.)"