Calcutta from March to July. In fact there is no real evidence to show that the ryots were acting at the bidding of stronger and more influential parties, or that they had combined together *in villages*, as they certainly did combine, under the guidance of any but the head ryots of each place, or with any ulterior political object than that of vindicating their own rights. It is quite true however, that men of one village went to another village, keeping up the general excitement.

A. 3072 2831 2832

128. The village chowkidars no doubt sympathised with the movement: but these watchmen are not part of the regularly organized police. They are men of the same class and pursuits as the ryots, and such sympathy would be quite natural. In the opinion of the officials of Nuddea there was no general bias against indigo planting visible in the conduct of the Darogahs. The Joint Magistrate of Damurhuda was not quite satisfied with their conduct, as inconsistent, but the Magistrate had occasion to punish Darogahs indifferently for favoring one party or the other.

A. 3073

129. The Magistrates appear to us to have spared no personal exertions in the performance of their duties, and in the preservation of order. If their efforts during the sowing season were not crowned with complete success, allowance must be made for the changes which took place in the office of chief Magistrate during the end of the last and the commencement of this year, and for the arrival in February of an officer entirely new to the district, at the time when the difficulties were daily increasing and when the ryots were in a state of excitement. If these ryots rejoiced in new ideas of their position and rights, or in some cases acted under a sense of irritation or without forethought, this was just what might have been expected from an intelligent and excitable population suddenly roused from torpor to think and act for themselves.

130. In our opinion it is extremely unreasonable to attribute the sudden failure of an unsound system, which had grown up silently for years, to the officials or Missionaries who told the people that they were free agents. If it could be said with truth that greased cartridges were only the proximate cause of a rebellion which had been silently gathering for years, it may be said with even more truth that written or spoken words widely circulated, and only pointing out to the ryot what was perfectly correct in all essentials, namely, that it was optional with them to take advances or to refuse them, to sow indigo or not to sow it, were only the proximate cause of the extensive refusal to cultivate during this season.

131. Besides, the dislike to this particular kind of cultivation was so strongly manifested, and appeared to be so deeply seated, that we could not mistake the reality of the feeling. It is not easy to possess those who have not witnessed the demeanour, and heard the language of the ryot, as we have done, with a just appreciation of this intense dislike. Ryots of different Concerns, at miles distance from each other, have expressed to us the same idea in language, clear, emphatic, and pointed, and striking as coming from the mouths of persons in their rank of life, namely, that indigo and its attendant evils had been the bane of their lives. But we must observe that in no instance did we hear a single expression betokening ill-will to the authorities or to the Government of the country, nor, except as connected with the grievances of which they were actually complaining, did we trace any feeling of hatred against European planters either as a body or as individuals. The crisis, which unhappily has overtaken the planters in 1860, was one, we may pronounce emphatically, which might have arisen in any one other year.

132. We have been thus particular in explaining our views as to the late crisis, because we have had every opportunity of forming a fair judgment, and because undue comments have been made on the conduct of others therewith connected, and much misapprehension is prevalent. Our object henceforth is, to see what we can suggest in the way of anticipating such a crisis in the districts where indigo is still being cultivated without a change, or of re-establish-

ing it amongst that part of the population which has recently evinced so pointed a dislike thereto.

133. This is the second chief head of our finding. We must premise, of course that what we are about to say is only by way of suggestion and advice. It is not desirable, even were it possible, that the authority of Government should be exercised to fix the terms of contract between buyer and seller, manufacturer and producer, planter and ryot. But if we can point out some changes which are either recommended by the most experienced planters, or which commend themselves to our sense of justice and expediency, we feel that such changes, when sanctioned by an expression of the approval of Government, and backed by an enlightened public opinion here and in England, may be the means of preventing or obviating the disastrous consequences which inevitably follow when any system is subjected to sudden innovation or attack.

134. As a general rule, it is obvious that a sound and healthy system, in all commercial speculations, is one which rests on the basis of demand and supply; where the buyer or manufacturer makes a fair offer, and where the producer considers whether he can grow or supply the article at the price offered. In such a system both parties stand on their own footing, and take their due share of risk. There is nothing artificial, and there is no talk of concessions or indulgence or incidental advantages, which are to compensate the producer for spending his time and his labor on an article which, grown with much risk, may afford him very little remuneration. In this view, as a general principle, we could almost desire that all advances were abolished in every branch of trade, and that transactions were for cash and in open market. But as this consummation, however desirable, seems remote and improbable, we could next wish that indigo were contracted for in Bengal, as it is under the system described by Mr. J. O'B Saunders, or in the way that cocoons are purchased for the silk filatures by the agency of *Paikars*, or contractors, as expounded by the Revd. Mr. Hill, or under the system by which substantial *khattadars* agree to cultivate the poppy for Government. If buying from mere cultivators, who grow the plant as a speculation, be not possible, owing to the competition of rival Concerns, or to the character of the people, we should certainly prefer a system in which the European manufacturer should look to a substantial contractor to grow so many bundles for him, or should take an influential *gantidar* or head ryot, corresponding to the *khattadar* of the poppy in Behar. Such a man would bind himself to deliver so many bundles of indigo, to be grown where and how he might choose, at the factory, within a given time, at a price to be agreed on between the parties, according to the state of the market. In such a bargain there would be none of the evils attendant on the *ryotti* system, where the capabilities of every agriculturist must be scrutinised by a planter anxious, naturally, to make the most of his area for cultivation.

135. Either of the above plans, it appears to us, would be free from serious causes of complaint. But if these be not possible, or not possible at this time, we should recommend the planters seriously to consider whether a system on the basis of that existent in Tirhoot be not feasible, that is, that the crop should be valued on the ground, and paid for according to an estimate, then and there made, and a classification of the crops.

136. We are not at all convinced that the cultivation in Tirhoot is the source of *much* profit to the ryot, or that it is not susceptible of amendment. But it has one merit; the general exclusion of bad balances of one year from the ryot's account of the next. Matters are wound up every season. The planter has two or three different prices put on the various kinds of crops, and even if the result be a total failure, the advances of three rupees a beegah are considered as the ryot's dues for the occupation of his land and for the labour of his bullocks. The obvious danger of such a system, if introduced into Bengal, would be the temptation to the ryot, who had received two rupees advances, to remain idle, or to cultivate rice and not indigo,

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or to evade his contract in some way. But we think this danger is easily avoided, wherever a really fine crop of indigo is sure to be paid for by the planter at a really remunerative price.

137. Failing the above three systems, we think nothing remains for us but to suggest improvements in the Bengal system as it stands.

138. We have then a strong conviction, first, that the form of contract should be of the simplest kind compatible with a due definition of the engagement and liability. Contracts for long periods should be avoided, and there should be a very strict annual adjustment of accounts. The indebtedness of the ryot, and his inevitable dislike to indigo, commence from the date when these obvious precautions are neglected. That it is quite possible to adjust complicated accounts yearly. and to have no bad balances, is evident from the deposition of Mr. Hollings, and from the letters of Mr. King, Mr. Pughe, and Mr. Wilson, Sub-Deputy Opium Agents, forwarded by the Agents at Ghazipore and Patna, and given in the Appendix; as well as from the evidence of Mr. C. Chapman, on the salt manufacture. Care should be exercised in the bestowal of advances: if the wish of every needy cultivator, who fancies a few rupees without interest at a festive season, is hastily and carelessly gratified, the planter has no right to complain if eventually such parties prove unwilling or perfunctory cultivators. The contracts should be drawn out for twelve months, and there should be no renewal at the expiration, or even no encouragement to complete the cultivation within the term, unless the agriculturist had shown himself capable of meeting his engagements. If he prove a bad or unlucky cultivator, and likely to fall into heavy balances, the best thing that can be done is to get rid of him altogether, not to renew the contract, and then to proceed to recover the balances by process of law. This has been the regular practice in the Opium Agencies of Behar. In the cultivation of the poppy, the advances are given at three periods, and the second or third advance is not made until the previous ones have been worked off. Directly there is a tendency to carelessness or neglect, the advances are stopped, and means are taken to recover those already given out.

2nd. The stamp paper should be provided and paid for by the factory. The ryot will then not be irritated by annually recurring charges; and the planter will not spend money unnecessarily in providing blank papers merely to be signed, and never to be filled up, nor to be used for any purpose except to hold *in terrorem* over the ryot. If in any factories, stamps can be dispensed with altogether and the contract be purely verbal, each party relying on the good faith of the other, of course, we shall not regret such a result.

3rd. That the selection of the land should be part of the agreement between the parties, and that wherever possible, the particular plot or piece should be specified in the contract, unless the planter should think fit to leave the selection of the land entirely to the ryot; also, that in measurements made by the planter to satisfy himself of the extent of land given up to indigo, the size of the beegah shall correspond, either to the Government beegah of 14,400 square feet, or to the local zemindary beegah. The present mode of selection of lands by the planter is a source of irritation and annoyance, so far as it may be made without consulting the ryot, or in opposition to his wishes. The ryot knows his own interest best, and if it be for his interest to cultivate indigo at all, it will equally be for his interest to cultivate it on good land, or at any rate on lands not unsuited for the plant. As regards the indigo beegah, which is larger than the local or than the Government beegah, the double standard, as matter of principle, we cannot defend. It may be convenient to the factories to have one uniform standard for indigo all over the district, but when this standard is, in any particular locality, brought into juxta-position with another standard, it becomes difficult to justify it. As a matter of practice, it is annoying and vexatians to the ryots, who have made it one of their staple complaints. It is not a

sufficient answer to such complaints that the practice is one of long standing, or that the ryot was aware of the distinction when he entered into the contract. No man likes to pay his rent by one measurement, and to give a crop by another and a larger one.

Nor, in practice, do we anticipate any difficulties in the change. It is pleaded for the planter that where the Concern holds lands in two or three Pergunnahs, it has already two or three standards for rent or zemindary measurement. The answer to this is plain. No ryot will complain if rent and indigo are taken from him by the same uniform standard, or if the planter's beegah is less than that of the zemindar; what the ryot complains of is, the double standard *in one and the same village.* Let, then, the planter measure his indigo by the Government standard or by the lowest known zemindary standard where there are more than one, or at least let him never exceed the local pergunnah standard. In the latter case there will be no additional difficulty or variety. A planter collecting or assessing rent in three pergunnahs, has three local standards, and he will have no more when he assimilates the indigo standard to that of each pergunnah or zemindary.

4th. That the expense of delivering the plant, whether by cart or boat, should be borne by the factory, and not by the ryot. In some factories this is the case already, and where it is not, we have seen the item of carting yearly added to the debt of the ryot, and swelling his account. If the servants of the factory have not the time, or are not numerous enough, to convey the plant from each field to the factory, the ryot should be invited to perform the work for cash payments, like any other.

5th. That means should be taken to ensure a fair measurement, or account of the plant delivered by the ryot. If the plant cannot be weighed, though weighment is the practice followed in the North-West Provinces, nor every bundle measured, then such a standard estimate of *size* or *space* should be agreed on as will be just to both parties, and capable of being formed, during all the bustle of manufacture, with certainty and rapidity.

6th. That the ryot should be charged nothing for seed. The seed might be considered the planter's risk. We freely admit that hitherto, whether the planter has paid for seed at 4 Rs. a maund or at 40 Rs. he has not usually charged the ryot more than from four to eight annas a beegah for the same. But we are anxious to clear the ryot's account of all small additions, which are either used as a means of extortion or annoyance by the factory servants, or which tend to complicate the transaction; and we had rather see the matter reduced to a single offer by the planter to purchase plant, at a fair price, the ryot taking the chances of the seasons and the labour of cultivation, and the planter standing all the additional or incidental items of expenditure of every description.

7th. That the ryot shall be left to sow a cold weather crop after the indigo, or to allow the stumps to shoot up for seed, as they often do in favorable localities, whichever he may choose. If he prefers the latter, then he should be at liberty to sell the seed so produced in the open market, instead of being bound to deliver it, as hitherto, to the factory at 4 Rs per maund. During these last three years this practice has inflicted on the ryot a loss of from three to nearly ten times the value, though in previous years, when seed was cheap, it may have been to him a positive gain. The production of the plant and the production of the crop of seed from the same roots, are operations which, however consecutive, are and ought not to be considered as one in the original engagement.

8th. That the accounts for rent due from the ryots, and the accounts for indigo with the same persons should be kept separate wherever this may be practicable. This is already done in Mulnath, and we are aware of no reason, except the additional expense, why this plan should not be generally adopted. There would be advantages in this which could be set against the cost of two establishments, the one for rent, and the other for indigo.

139. The above recommendations can be clearly defined, and are not liable to the charge of vagueness; nearly all have the support of some of the best

planters; we are unanimous in recommending them for the general approval of the Government; because we think that changes which have that sanction, and which are endorsed, as we trust they will be, by the public, may be rendered easily capable of adoption in Bengal through the efforts of those planters who may be expected to take the lead in any reform.

140. As regards the actual price to be given for the bundles, we apprehend that it is better not to suggest or say anything. Our former suggestions apply to visible or tangible defects. But the value of a thing to be produced had better be settled by the two parties interested in the contract, who are the best judges of their mutual convenience and advantage, and of the state of the market.

141. In a general way, we also think ourselves justified in recommending to the whole body of planters to exercise a strict supervision over their own servants; to raise their salaries, when possible, so as to place them above the grosser forms of temptation to extortion, and to afford all ryots, laborers, or persons having occasional business at the factory, sure and speedy means of redress. These are truisms, but we do not feel certain that it is not to their partial neglect that a great deal of the virulent dislike and stubborn recusancy lately evinced by the ryot, is owing.

142. We now come to the last head of our inquiry, *viz.*, the changes in the relation between the planters and ryots, or other holders of lands, which can be carried out by Legislative or Executive authority. Under this head the following points have had our closest attention:—

1. The vesting planters or zemindars with the powers of Honorary Magistrates.
2. The establishment of more Sub-Divisions.
3. The reform of the police and the security of property.
4. The working of the Civil Courts.
5. Act X. of 1859.
6. The appointment of a Special Commissioner.
7. The law for breaches of contract.

143. As regards the appointment of managers of factories to be Honorary Magistrates, we have no reason to suppose that such of the planters as were vested with these powers generally abused them during their incumbency; but the subject has been brought to our notice by two instances in which the planter had to deal officially with cases at a time when he had his own interests to promote, and in which the results were not satisfactory. We mean the cases of Amir Mullik and the Mittras of Goaltally. The latter case has been already explained. The former person, it is shown, complained to the Magistrate against the act of a planter, then Honorary Magistrate, but thought it useless to prosecute his complaint when he found it was forwarded to that very planter for report. Whether injustice was committed or not, it seems clear that the complainant had no hope of a hearing. The feeling of the people, too, generally was against the measure. Such a measure may be regarded as affecting those principles on which the country is usually governed, and also as it meets with the wishes of the population. As a question of principle, there can be no doubt that the measure is *not* in accordance with the rule hitherto observed in Bengal, of keeping official functions and executive management rigidly distinct from all agricultural and mercantile pursuits. Magistrates and Judges have not been permitted to hold lands in districts to which they stand appointed, to collect rents, and to have an interest therein, or to manufacture produce; and judicial functions, before 1857, were never conferred on gentlemen engaged in any of the above pursuits.

A, 1038 1045

144. We are well aware that in 1857 the measure was tried on the grounds of political urgency, and we know that the same attempt is now being made, and with some success, in other parts of India. But in the present state of the people of Bengal Proper we entertain grave doubts whether the measure, however admirably it may work elsewhere, is at all a suitable one. Any person conversant with the complicated and, in some respects, the civilized relations

of social existence in Bengal, can easily discern that we have got far beyond the patriarchal epoch. On the other hand, we have not advanced to that stage which in many countries, as for in instance in England, justify the vesting of landholders with these same powers. The ryots, we are informed by some of the Missionaries, looked on the investment of planters at the time with these functions with undisguised apprehension, and they are quite intelligent enough to understand that unofficial Europeans should not have *judicial* powers, or decide cases in the result of which they may be concerned, or which they may use as precedents in their future dealings with the population. It is true that many planters now hold open Courts, not sanctioned by law, and find them crowded with complainants, but these men resort thither to settle petty disputes with each other, or to complain to the manager regarding one of the native servants; and the whole advantage of such tribunals, which are often unobjectionable, and even praiseworthy, is lost, when the free will of the litigants is no longer considered, and when the manager and his assistants can legally either threaten or compel. The relations of planter to ryot, as disclosed by the evidence before us, are not satisfactory, but they would have been much more unsatisfactory had planters still been vested with powers of Magistrates at a time when the dislike of the ryots was broadly shown.

A. 898 1628

145. The remedy for the evils which the appointment of Honorary Magistrates was intended to obviate is simple. Let Sub-Divisions and Magistrates be multiplied as the Executive Government may think fit. It is the distance of our Courts which has made the ryot unwilling to complain, and which has furnished the planter with an excuse for taking the law into his own hands. We are ready to admit that Sub-Divisions have been multiplied, and it is to their frequency, in the district of Baraset especially, that Mr. Eden traces something of the keenness with which the ryots have stood on their own rights. But we should wish to see such tribunals permanently established, not only at such places as Damurhuda and Bongong, but wherever else expediency may suggest: these Sub-Divisions to be presided equally over by native and European officers. The planters, who really know their own interests best, are well aware that the establishment of a Sub-Division in the neighbourhood of a factory will not, in the end, unsettle the relations between the planter and the ryots and the holders of lands. It is in these measures, and not in any incompatible union of conflicting duties and interests, that lies the true remedy for inability to find redress, or for acts of lawlessness and oppression.

A. 3629

A. 2272 2275

146. As regards the Police, we have little to add to our former remarks. A reform of corruption so long discussed, and so fully laid bare, must be a work of time. But as far as the actual security of life and property goes, we have the testimony of planters, that where Europeans are concerned life has hitherto been secure, the factory buildings and property have been unmolested, and the crops and premises usually inviolate. The great cause of complaint is, that even the higher officers of the police cannot always be relied on to write a just report of a local dispute, to show correctly the boundaries of a plot of ground, or to give effect to the instructions of the Magistrate, without being feed. Better pay will, we trust, attract the higher and educated class of natives, and a closer supervision by more numerous European officers will probably ameliorate these defects. Gradually, too, the lower grades may feel the influence of better officers over them. But we should wish to see the police brought into a state of organisation and efficiency, and adequate to suppress outrages and illegalities of all kind by whomsoever perpetrated.

A. 1488 2952

147. As regards the working of the new code of civil procedure we have the opinion of some planters that it has already shortened delay. Previous to the passing of this code, the great delay of the law was a just cause of complaint, and we have no doubt that planters were deterred by the expense and delay from seeking redress in a proper manner. We have examined Mr. Lautour, a Judge of large experience, on this particular head, and it will be seen from

A. 2276

his opinion that if the Moonsiffs are not over-burdened and can keep their files clear, the procedure may be expected to work almost like that of a Small Cause Court. That such a desirable result can be effected we have no reason to doubt, and if so, the planters will have a speedy means of recovering their just dues, and establishing their rights in all cases where real property is not involved, or an hereditary succession is not disputed. A glance at the Code will show this. Suppose one person to sue another for debt, for breach of simple contract, or for damages done to crops, it is clear that under the new Code, the plaint, describing the cause and origin of the action, and the remedy prayed for, can be comprised in a few lines. The defendant is not called on to put in any written defence; he is even forbidden to do so: his answer, which in many instances would be a simple denial, is to be collated from his own lips or from those of his counsel, by the presiding Judge. No local investigation can be necessary in such a case, and as soon as the witnesses of the parties can be brought into Court, the case may be heard and decided, and execution may follow a decree. It is perhaps too much to expect that all cause of complaint, and all delay, should be at once removed by the new procedure. But if the above provisions are honestly worked by competent Judges, not over-burdened with arrears, and if the appellate Courts have leisure to take up appeals as they become ripe for decision, it is quite clear that suits, other than suits for real property, may become as summary as the nature of things will allow, or as the most eager suitor could wish.

148. That the new Code should be so worked by a full complement of Moonsiffs, who would try the bulk of such cases, is matter for the consideration of the Executive Government in communication with the Sudder Court.

A. 1545 1558 1559

149. As regards the law usually known as the Rent Bill, or Act X. of 1859, we have thought it necessary to take full evidence on its bearing and application, though it affects the European, not as manufacturer of produce, but, in common with so many natives, as collector of rents and zemindar.

A. 1551 1558 2593 2594

150. We have the opinion of two very experienced revenue officers, Mr. Grote and Mr. Reily, that this law does not originate any violent change in the actual tenure of real property in Bengal; the law, in fact, supplies the deficiency, and completes the intention of the old Regulations of 1793. It merely consolidates and strengthens the rights and interests in the land which many tenants have always possessed, which the old laws admitted him to possess, but which were imperfectly protected and liable to be obliterated by any powerful or encroaching neighbour. At the same time we admit that while the common law of the country regards certain classes of the ryots as having rights in the soil above those of mere occupancy, and while the late Act has merely strengthened those rights, certain sections are regarded by many parties as having conferred on the tenants new rights altogether, and as having withdrawn from the zemindar rights and privileges which, in virtue of his station and his liabilities, he had most properly enjoyed. Such are sections IV, VI, and XI.

A. 3769

151. As regards the first of these, it has been shown by Baboo Prosonno Kumar Tagore, that this section merely explains the presumption of the law. The law will henceforth presume a fixed rent to have been paid from the Perpetual Settlement on proof of payment at the same rate by the ryot for a period of twenty years, and it will throw on the zemindar the burden of proving the contrary, which, when he has a good case, he ought to be well able to do.

A. 2947

152. Section VI gives the ryot a right of occupancy after twelve years and prevents those violent ejectments so often made at the caprice of the landholder. With some diffidence, we venture to suggest, that this particular Section may be too favorable to mere squatters, and not so much protecting rights as creating incumbrances, may operate to the prejudice of the zemindar. This, however, will hardly happen if the zemindar gives a fair share of personal attendance to the management of his property.

153. But the great ground of complaint is section XI, which withdraws from zemindars the power of compelling the attendance of their tenants for the adjustment of their rents, or for any other purpose.

A. 2934 3770

154. Large and influential zemindars acknowledge that hitherto this Section has been little or partially felt to their disadvantage in practice, either because the ryots are unaware of its existence, or because the custom of summoning ryots to the village or zemindary cutcherry to settle about rents, is still continued, though no actual compulsion can or should follow the summons. But several gentlemen prophesy ruin or difficulty to the smaller Talookdars, to whom this power of compulsorily procuring the attendance of ryots was absolutely necessary for the realization of rents. The ryots, it is urged, will not attend on a mere summons, which cannot be enforced, and there will remain no remedy but a summary suit, which, however cheap and easy of working in an isolated instance, would be a costly remedy against a whole village of cultivators, obstinately leagued together to refuse payment.

A. 2260 2944 3036

155. Some of these anticipations may be visionary, and rents may be collected on a mere summons as hitherto without much difficulty. And the Act gives ample powers of distraint to the zemindar, while three year's rent can be sued for in the collectorate instead of the yearly rent only, as under the former law, back rent being then only recoverable by civil suits: still considerable apprehension has been felt about this section ; to a certain extent, it raises up a barrier between zemindar and ryot, and it is a change in the practice of more than sixty years, though it has been shown that under cloak of the summons great abuses were constantly perpetrated.

A. 2596

156. We consider, however, that this valuable and comprehensive Act was passed after a very full and protracted discussion. Many persons were consulted on its provisions. It has not been much more than a year in operation. Without question it assures to the neglected tenants of Bengal the undisturbed possession of their ancient rights, wherever such have not been wholly effaced. Looking to these facts, we are not prepared to make any recommendation in favour of any change in the Act but considering the scope, object, and fulness of our inquiry, and the weight due to testimony on this head, we think ourselves justified in pointing out to His Honor, that if ever any practical inconvenience should arise from any portion of the law, as regards the punctual collection of rents, the payment of the revenue, and the consequent security of landed property, it is likely to arise in connection with this Section XI, and we would respectfully suggest that the working of this Section and of Section VI should be very carefully watched. And if there should be any difficulty in the realization of rents, we should hope that, as the power compelling the attendance of tenants has been withdrawn, every assistance may be given to land-holders by supplying them with a sufficient number of officers to try such cases with celerity.

157. More or less than this we do not feel warranted in saying, considering how the question of rents has naturally engaged our attention in connection with the general position and landed influence of planters.

158. As regards the appointment of an officer to be designated Special Commissioner, and the proposal that this person should have under him one or two Deputies to be stationed in each large indigo district, we understand the intent to be that the Special Commissioner should, in the present season especially, endeavour to mediate between planters and ryots, and should continue to visit different districts, reporting on the condition of the factories, putting down oppression by his authority, and establishing the relations between the two parties on a proper footing, as far as this can be done by advice and persuasion. The Deputies or Subordinates would be stationed at suitable places, and would exercise fiscal, criminal and civil powers, trying all cases in which planters and ryots, or planters and zemindars, are concerned.

159. As regards the vesting of the Deputies with any such triple and exclusive jurisdiction, the majority of the Commission see no necessity for such a measure. No reason has been shown for taking these cases out of

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the jurisdiction of the ordinary tribunals. The vesting of one individual with this extensive and often conflicting jurisdiction, is quite opposed to the principles on which the Government of Bengal is conducted. The cases proposed to be tried can be better tried severally by the Sub-Divisional Officer, by the Collector, and by the Moonsiff, each in his proper sphere. At present the Civil Court is too often the remedy for inquiries caused by the orders of the Magistrate, or by a decision of the revenue authorities. By the proposed arrangement one officer would be Magistrate, Collector, and Civil Judge. This union, we are sure, would be distasteful to both zemindars and ryots, and we are not certain whether it would be acceptable to all the planters.

160. Again, the Special Commissioner would scarcely find time to give to all the Concerns and factories existing in Bengal anything but a cursory inspection, and yet it is to him that all managers and proprietors in difficulties would look. Authority to fine for irregularities and small offences would be powerless, the majority think, to check any regular and organized system of compulsory cultivation; and if armed with only this power we do not see how the Special Commissioner could effect more in the way of doing justice in small offences than an ordinary Magistrate. Then there would be difficulties for other parties arising out of a special or exclusive jurisdiction. The ryots might be perplexed as to whom they should apply for redress; to the regular Magistrate, or to the Deputy armed with triple powers; and if jurisdiction in cases relating to indigo be practically taken out of the hands of the chief executive authority of a district, it is obvious that in a district where there are many factories half the occupation of such an official would cease. Again, for the supervision of the Chief Magistrate, and for redress against any of his acts, there is now the office of the regular Commissioner of Division. An officer of experience and ability in this situation, with three or four districts under him, would be more likely, the majority think, to give redress to either party, than a single Commissioner for ten, or twelve, or twenty districts. The ryots would see a Government official making periodical visits, and would have but little time to make their grievances known, and on seeing or hearing of this Special Commissioner at intervals they might be apt to fancy justice more remote than ever.

161. As regards any difficulties apprehended for the approaching cold weather we think that such may best be avoided or encountered if the planters will meet the ryots on fair and even liberal terms; and we are quite sure that the local and divisional authorities will not be wanting in such legitimate advice, support, and mediation, as they may give, consistently with their duty and impartiality, to gentlemen whose material interests may be in jeopardy, and whose losses every Englishman would regret. More than this we do not think that even a proposed Special Commissioner could be expected to do.

162. It should be remembered, too, the majority suggest, that the word "factory" in common use in this country might be apt to mislead those who are practically unacquainted with the real relations between those who grow and those who manufacture the plant. For it is incorrect to designate the present contest as one between capital and labor. Such a term might be used with the greatest propriety, to describe a strike of coolies, carters, boatmen, or native workmen of any kind, for higher wages. But it cannot be correctly used to designate the relations between the planter who possesses a large *ryotti* cultivation, and the ryots who contract with him in the manner and for the objects explained in this Report, to carry on that cultivation for his benefit. If a factory in Bengal were like a cotton factory in Manchester, in which a large swarm of *workmen* were employed at weekly wages by a mill owner, or like a Government school or jail, within the walls of which several hundred men, or boys, or girls, were daily assembled for work, it would be easy to understand that a Commissioner, rapidly visiting each building in succession might hear complaints, ascertain whether the hours of work were not exceeded, and whether the workmen were regularly paid, and might act as a powerful check to abuses. But, the business of a Special Commissioner or his Deputy

in executive matters would not consist in this kind of work, and unless the official were residing at each factory when advances or excess payments were made, which would be impossible, he would be little likely to arrive at the truth. To be of any service, he should spend days amongst the villages; watch the behaviour of the lower order of factory servants; follow the course of agricultural operations; and hear complaints from Talookdars and cultivators of the soil. We hope to see such a system established between ryot and planter as would render this minute inquisition unnecessary; and less than such a close and almost impracticable supervision, we do not think would be of any real use.

163. For the above reasons, the majority* are unable to recommend the appointment of a Special Commissioner, or of a special class of officers, with powers different to those exercised by the ordinary tribunals and authorities, for the settlement of indigo disputes. We think that the want which that Office is intended to supply would be better met anywhere by more numerous Sub-Divisions, a well organised police, and an active Executive Officer at the head of the whole of the district.

*President, Mr. Sale, Baboo C. M. Chatterjee.

164. We now come to the last point of consideration, *viz*: whether the interests of the planter imperatively demand a special protection, worked by summary process, such as is not accorded to any other branch of industry or trade. We here beg briefly to draw attention to the two laws in our Code, in which the subject of Indigo is specially mentioned; and what follows is the opinion of the same majority.

165. Regulation VI. of 1823 was designed to protect a person who had advanced indigo seed or capital only, for the expenses of cultivation on a "defined parcel of land"; and by that law such a person was considered to possess a lien and interest in the land, and was declared entitled to avail himself of a certain process for the protection of his interests. Under the provisions of this law, a planter who had reason to believe that an individual was about to evade his contract, by making away with the produce, was to apply to the Zillah Judge, filing the deed of engagement, and the Judge, after a summary enquiry with certain formalities, was to decree the crop to the plaintiff, who was held liable, in such a case, for the rent of the land. In some cases the Judge might order the ripe crop to be cut, pending the enquiry.

166. Whether it is that Indigo is not usually grown on "land of certain defined limits," as contemplated by the law, or from ignorance, or from a cause of action not unusually arising in this way, or from any other reason, this law, to the best of our belief, is very rarely, if ever, resorted to.

167. The only other law referring to Indigo is Regulation V of 1830. The portions of this law by which persons who induced ryots to break their contract, or cultivators who failed to fulfil their engagements, were liable to imprisonment, were repealed by Act X of 1836. Nothing remains of this law, but the Section by which the wilful damage of Indigo plant is punishable by fine and imprisonment, at the complaint either of the ryot or the manufacturer; and another Section, which allows persons, who wish to settle their accounts and to be released from their engagements, to apply to the Judge for a summary enquiry and adjustment.

168. The first provision may be considered as partly superseded by the law against cattle trespass, and to the second very little recourse has ever been had by the parties interested, namely, the ryots.

169. The re-enactment of the repealed provisions of this law has been urged, and this is what we have now to consider.

170. The summary law of this year, was, in fact, the law of 1830 revived.

171. The main arguments for the manufacturer, who makes the advances, as we understand them, are, that the ryot takes advances willingly, but that at the bad

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advice or instigation of third parties, or from his own faithlessness and indolence, he refuses to work them out and to fulfil his engagements; that Indigo requires to be sown within a very short time after the first fall of rain, failing which the season is lost; that the ordinary process of the Civil Courts is inoperative and powerless to compel specific performance if prayed for; that specific performance, and not damages for breach of contract, is the one thing which the planter requires; that a large sum is often spent in advances, and that the planter having done his part in making them, may lawfully call on the Legislature and the authorities to compel the cultivator to perform his; that a great amount of capital is embarked in, and a deal of skill and energy devoted to, the manufacture of this produce; and that, with advertence to the precariousness of the crop, the amount at stake, the isolation and helplessness of the European, and the faithlessness of the native, a stringent and summary process is imperatively demanded for the enforcement of indigo contracts.

172. In support of this view, the following laws are quoted: Act VII. of 1819, Act XIII. of 1859, and Act IX. of 1860. We shall briefly note the scope and object of these enactments. The first law is applicable only to domestic servants and workmen in the interior of the country, who engage to serve for any fixed term or to perform any specific service, and who, for wilful neglect, are punishable by imprisonment as for a misdemeanor.

173. The second law is intended to protect manufacturers, tradesmen, and others in the Presidency towns, from fraudulent breach of contract by artificers, workmen, and laborers; and by it, the latter who have received advances, which they will not work out, are either compelled to perform their engagements, or are liable to three months' imprisonment. And the third law renders workmen who, without reasonable excuse refuse to perform work stipulated for on any railway, canal, or other public work, liable to fine or even to imprisonment, in the event of their similarly refusing specific performance.

*Burns' Justice, vol. p. 867, & following.

174. Still further, we have referred to the several English laws, whereby servants retained for husbandry, are not permitted to leave one service for* another, without a testimonial equivalent to a permission, under pain of imprisonment; laborers are bound to continue at work between certain hours under penalty of loss of wages, and, in harvest time, under penalty of being committed to the House of Correction; artificers are compelled to finish the repairs of buildings under a similar penalty of imprisonment; and, finally, husbandmen, handicraftsmen, colliers, potters, calico printers and some others, are liable, for non-performance of contract, to loss of wages and to imprisonment in the House of Correction.

175. It appears to us, however, that the above cases are not strictly analogous to those of planter and ryot; or, correctly speaking, to those of the European who establishes a factory and makes advances for the growth of the plant, and of the cultivator or ryot, who takes the money, and grows the indigo by his own labor on his own lands. As far as we are aware, in all the instances for which the law, both in India and in England, has provided a summary remedy, the party exposed to loss or injury is owner of the actual property, for which work is required, as well as capitalist and manufacturer; or else a great public undertaking may be impeded or injured by the contumacy or neglect of parties to work, while the defaulting party causes the loss by the mere wilful neglect to give his own labor to the benefit of his employer; and the reason for threatening such defaulters with imprisonment is, that laborers and workmen are seldom possessed of property, and must therefore pay in their persons for wilful default. But the ryot has fair means

out of which a decree for damages can be satisfied. This has been proved abundantly by the suits for damages brought under Act XI of this year. Out of 60,880 Rs. assessed as damages in Nuddea, above 31,225 Rs. or more than £3,100 were paid up by the ryots within a few days of the decrees. In Jessore 157 men paid up 6,226 Rs. or £622 within a few days. It can scarcely be argued that parties of such substance, failing in their contract, cannot be reached by the law; and if the attempt to enforce such debts has not been made hitherto, we must ascribe it not merely to the delay and difficulty of a regular suit, but to the desire of the planters to keep up the full number of cultivating ryots. Again, the ryot who cultivates indigo, gives far beyond mere labour; he gives his capital in the shape of his own plough and his own bullocks, and he commits the seed, which he receives from the planter, and for which he is charged with payment, after due agricultural preparation, to his own land. Viewed then in this light, the conditions are not similar, and the analogy fails. But we do not wish to consider such a question by the comparatively restricted ground of analogy. If it could be proved that the manufacturer lay at a manifest disadvantage, and at the mercy of the ryot; that all contracts being freely entered into were afterwards shamefully and deceitfully evaded, either at the instigation of third parties or by the habitual faithlessness of the ryot; and that in this way, large sums of money were annually lost to the planter, and the regular production of a great staple exposed to peril and uncertainty, we might perhaps feel ourselves called on to consider what additional security it would be just and expedient to grant to men engaged in such enterprises.

176. Looking at the subject from this point of view, we admit that the indigo crop is precarious, and that most of it must be sown in spring, so as to come to maturity within from ninety to a hundred days. If, then, the ryot refuses to perform his contract only at the actual period of sowing, the planter loses his expectation of a valuable crop, and can only look to recover his advances with damages. But these facts are, we think, the only ones the planter can bring forward as the basis of any special remedy, such as it is not in the power of the ordinary tribunals to give, and even to these facts other arguments can be opposed. It is not proved to us, that in other and similar transactions the native of Bengal is more than usually dishonest. Large advances are made for silk, hides, and jute; much money, or the equivalent of money, is advanced in the way of loans on the security of the crop; for this we hold to be the real nature of the transaction between mahajan and ryot; and we are not aware of dealers complaining generally of the dishonesty of the contracting parties, or claiming that some special law should be enacted in their favour. On the contrary, several witnesses, Mr. Morrell, Mr. S. Hill, Mr. Eden, Baboo Joykissen Mookerji, and Mr. A. Forbes, have mentioned facts or given evidence which prove fair dealing on the part of ryots and other classes of natives in matters profitable to them. One inference which we draw from this is, that the sale of hides and the raising of jute, and ordinary rice crops, are profitable to the parties who supply these articles; and as to the ordinary mahajani dealings, it suits the ryots to borrow money or grain to eat at a season of the year when the market is tight, and to repay the loan after the gathering in of the harvest. It is true that on behalf of the planters it is denied that they demand special legislation; these gentlemen holding that all evasions or breaches of contract of whatever kind, should be punished as misdemeanors, as only fair to all commercial enterprise. In this we think that such arguments are merely pushed to their utmost logical consequence and conclusion. The position being taken up that indigo requires protection, it is natural to add that not only indigo, but every kind of mercantile speculation is liable to the same fluctuations, is exposed to the

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same chances of fraud and dishonesty, and naturally demands the same prompt remedy.

177. Now, as it is an undeniable fact that a vast deal of money changes hands annually in the course of transactions with regard to country produce; and as the parties mainly interested are, as far as we know, not anxious for any special law, or ever complain that the Courts, should they have occasion to resort there, do not give adequate protection, we cannot think that, for the sake of apparent logical consistency, it would be expedient to demand from the Legislature a summary remedy to be applied to all mercantile transactions, where money is advanced by one party for the purchase of produce. The claims of the indigo planters, if any, are special, and must be considered as such.

178. Then when a recommendation for a special law is pressed on us, on grounds which seriously affect the planter and him alone, we cannot avoid considering how such special laws have been found to work hitherto. The law of 1830, Regulation V, was repealed because it was thought manifestly unfair to one party, and since the date of its repeal in 1836, the planters, for whose benefit it was enacted, have largely added to their territorial possessions and influence, and are, we think, in a more independent position than before. Indeed, Mr. Larmour (A. 2257) allows that zemindary influence has hitherto been quite sufficient to induce his ryots to sow without their signing contracts, though it is still necessary to make advances to such ryots. But the question naturally may be asked why, where the Concern has landed interests and consequent influence, should it be necessary to make advances at all, or why should not the advances be made by instalments, due care being taken that the cultivation of the lands is proceeding? Also when we consider the working of the law for breach of contract, passed in the spring of this year, we are unable to pronounce it at all satisfactory. Unless we are greatly misinformed, the hope and intention of the Legislature was, that the law would act as an inducement to the ryot to sow as in former years, and that its stringent provisions would be rarely put in force. But the result, unhappily, has not borne out these expectations. In one district the ryots have been induced to sow, as we gather from official papers duly placed before us, by the management and decided course adopted by the local authorities, in aid of the summary law. But in another, ryots have preferred distraint and apparent ruin, and even the jail, to a continuation of their cultivation. It is true that many of these unfortunate persons, through wilfulness or carelessness, have mistaken the object of the Act, have imagined that it was a mere threat, or that, instead of the suits turning on the point of cash advances given and received, there would be a regular adjustment of past accounts on both sides, by which they would be entitled to receive money, instead of being found in debt to the factory. But the results, however caused, are such as make us shrink from recommending any continuance of the summary law, in its present or even in an amended form. There is either reluctance, or the most clear and avowed dislike to indigo; the operation of the law has inflicted heavy loss on scores of families; those who have suffered its operations, and those who have not, have, *in language not to be mistaken*, declared before us their unalterable determination not to sow any more. And we have felt it our duty to point out, in the system of planting, sundry defects which must be removed before we can pronounce that both parties stand even on an equal footing. Besides, even if we were disposed to recommend a summary law, we should think it necessary to point out that such a measure this year might really be prejudicial to the very interests which it was intended to serve. No such summary law, we should suppose, could be made to apply to the

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advances of past years. It would apply to advances to be taken in future, and it would, no doubt, be thought proper clearly to explain to all ryots the penal consequences of taking advances and not fulfilling a contract. Now if this were done, as we suppose it would be, and the ryots were told that imprisonment in the criminal jail would be likely to follow any breach of engagement on their part, we are morally certain that from the temper of the ryots, few persons would be found to come forward and enter into such contracts at all. While matters are in this state of uncertainty and transition, and the minds of the agricultural population are under the influence of fear and discontent, or are completely unsettled, we cannot reconcile it to our consciences to recommend any special and summary legislation of any kind, so manifestly in favor of one party, as such a law would be, even though it were proposed to give security to ryots by making advances not recoverable under any contract of more than a year's duration, or unless the planter sue within a twelvemonth: on the contrary, we object to any laws which fetter one party or the other, and we do not wish to see the period within which a person may sue for debts, damages, or breach of contract, reduced below that at which the late law of limitation has fixed it.*

179. As to what might be expedient in future years we have come to the conclusion that were a new, sound, impartial, and healthy arrangement established, a necessity for any special law would hardly be felt. If either the system of buying in the open market, or that of contracting only with substantial parties, or that of offering a fair price for the crop, were fairly started, parties engaging for the supply of plant would find the contract so much to their advantage, as to have little reason to be tempted to evade or break it. It would even be possible, we think, so to reform and simplify the existing Bengal system, in the manner pointed out by us, that the ryot should become a free agent, and look to derive the profit from indigo which he can derive from any other crop. Should prices of other products fall, and the defects of the system be eradicated, we see no reason why the ryot and the planter should not meet on fair terms, no compulsion being exerted on one hand, no subterfuges employed on the other, and no special law or protection being necessary for either party. We must add our earnest hope, on behalf of the planters and the valuable property which they hold or manage, that such happy results may not long be delayed. But as the case now stands, we hold the complete reform of the system to be imperative as the first object, and a reformed and healthy system requires no special law. Mr. Hollings (A 2719) informs us that he has *never had recourse to* proceedings by which balances may be recovered summarily from the cultivators of the poppy.

180. We may doubt, too, whether in the event of a ryot or a body of ryots who had taken advances suddenly refusing to sow at the critical moment, it would always be possible to apply even a summary law to the case in such a way as would enforce specific performance within a brief time. However summary the process, there must be some kind of judicial investigation; the engagement or the receipt of cash advances, with the evidence for or against these statements, must be regularly put in issue, whether the Officer trying the case be a Civil Judge or a Criminal Magistrate, and whether the result of a decision be civil damages and costs, or imprisonment as for a misdemeanor. For such a trial a little time is requisite, but we have no wish to see any proceedings in any Court whatever more lengthy, or less summary, than the ascertainment of truth and the interests of justice demand.

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181. It has also been suggested by some gentlemen of great weight and experience, that a summary law would be unobjectionable and even expedient, were no engagement brought under it unless previously registered before a competent Officer.

* Note.—While these sheets are passing through the Press, letters are still being constantly received by the Head of the Commission, from ryots in more distant zillahs, praying for enquiry and relief.

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Registration of this kind may be attractive in theory, but there appear to us powerful objections of practice and detail to the plan. There is a paucity of Officers, though this might be remedied by the appointment of every Moonsiff and every person in charge of a Sub-division, as Registrars of deeds. We hardly think that such registration could be entrusted to the Pergunnah Kazis. On the other hand there are objections to the appointment of judicial functionaries to the performance of such duties; planters declare that it would be almost impossible to get the ryots to attend in a body at the office of the Registrar; and we think it would be unadvisable for the Registrars, especially if Moonsiffs, to visit the factories personally, in order to carry out registration on a large scale.

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182. Then, as to registration itself, to be effectual, it must be made on the responsibility of some qualified and respectable person, in whom both parties confide; such parties may be hard to find, and in doubtful cases which are the very cases likely to be followed by repudiation of contract and a consequent litigation, the registry must partake somewhat of the character of a judicial proceeding. This demands, on the part of the registrar, research, patience, acumen, and judgment: and unless we can depend on finding these qualities in every registrar, which is not likely, the act of registration may degenerate into a mere idle form. On this we would refer His Honor to the luminous and powerful reasoning of the late Lord Macaulay, as contained in his Minute, as Head of the Law Commission, printed in the Appendix, and already adverted to. But we have no objection to the multiplication of offices of registry; all parties being left to register deeds or not as they may think best.

183. We believe, in short, that a really good system needs the support neither of registration nor of summary and special laws or measures, and that such measures would do nothing more than prop up a bad system, or cloke its defects.

184. At any rate, a system fair to both parties should be first tried, as it has certainly not been tried, before that we can pronounce special laws and registration necessary for one party or the other.

185. In this view we must now conclude our Report, by simply referring to our various findings, embodied therein, and which may be mainly summed up as follows: all we humbly submit, are incontestably proved by the evidence, oral and documentary, which we have specially relied on. On the first great head of our enquiry we find that:

1st. The relations between planters and zemindars are, on the whole, not unsatisfactory.

2nd. Those between planter and ryot are not satisfactory, and require considerable changes.

3rd. The planters, as a body, stand acquitted of the grosser and more violent forms of outrages, of late years: but, as a body, they are not acquitted of the practice of kidnapping and illegally confining individuals; and this practice is not palliated by the existing defects of the Law or the Courts.

4th. There has been no general bias exerted against planters by either the Magistrates or the Police.

5th. The conduct of the Missionaries, as a body, during the late controversy and crisis, is not blameworthy, and that of many has been straightforward, manly, and considerate; the recent crisis, though its occurrence this year was due to secon-

dary causes, had been maturing for years, from primary causes, and might have occurred at any time.

186. On the second great head we find that:

The residence of Europeans in the interior, and their embarking in mercantile pursuits is to be encouraged by all legitimate means, for political and social reasons, consistent with the welfare of the mass of the population, but great changes are necessary in the system and practice of planting, which, as previously suggested by us, we earnestly recommend to the consideration of the planters.

187. On the third great head we find that:

1st. The appointment of unofficial Europeans as Honorary Magistrates is inexpedient in the present state of Bengal Proper.

2nd and 3rd. The multiplication of Sub-Divisions and Sub-Divisional Officers, with a better police and civil courts of prompt and effective procedure, are amongst the remedies for the other evils complained of by both planters and ryots.

4th. Particular attention should be paid by the authorities to the working of Sections 6 and 11 of Act X. of 1859.

188. In the above findings four Members of the Commission agree. Mr. Fergusson, who has not signed our Report, has written a separate Minute. As regards the Special Commissioner and the Summary Law, the majority have already recorded their opinion. The opinion of Mr. Temple and Mr. Fergusson on these remaining two points will be found elsewhere.

5th. The appointment of a regular Special Commissioner for Indigo and other special agency, does not seem advisable to the majority of the Commission.

6th. The continuance of the present law, Act XI of 1860, or any summary law at all, especially in the present unsettled relations of ryots to planters, seems also objectionable in the opinion of the majority. And they think Registration, and any Act that complicates engagements or fetters the free agency of the contracting parties, is also inexpedient.

189. We must here conclude, and respectfully submit to His Honor the Lieutenant-Governor that, however highly we may value the presence of Europeans in the interior of this country, or deeply regret the injury which seems to threaten a large amount of property, or urgently desire to meet the wishes of the manufacturers of a valuable staple, we still feel that there are considerations which are paramount to all mercantile interests, to all political expediency, and to all material advantages, however specious in theory or imposing in effect. These are the simple considerations of justice and truth; of justice to the population whose complaints demand a hearing; and of truth, because we desire that the real facts should be clearly stated and widely known. We, the majority, feel that we owe a duty to the Government that has appointed us, to the body of planters, who have been working unfortunately on an unsound system, to the calm and thoughtful members of the English community, but especially to a large portion of the natives, who, we are told, look with some anxiety for our Report.

190. We have therefore resolved to be very clear and explicit in our statements and views, and we have endeavoured so to support our conclusions by facts and reliable evidence, that misunderstanding shall no longer be possible. In this view, we now commit this important subject to the hands of the Government, in the humble hope that our labors may assist the higher Authorities in forming their own opinion, and, at the same

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time, that a spirited, able, and energetic body of Englishmen, in whose hands the remedy mainly lies, may, after due consultation, resolve on adopting such sound measures as shall give profit to both manufacturer and to producer, shall reconcile agricultural and mercantile interests, and shall satisfy the just expectations of the Rulers of the State.

We have the honor to be, Sir,

Your most obedient Servants,

W. S. SETON-KARR, C. S,
President.

*R. TEMPLE, C. S.

J. SALE.

C. M. CHATTERJEE.

CALCUTTA,
August 27th, 1860.

**Note.*—With a reservation to paras. 69 and 70, in which I do not fully concur.

R. TEMPLE.

MINUTE BY MR. TEMPLE, CONCURRED IN BY MR. FERGUSSON.

1. The report of the Commission, while pourtraying the disadvantages of Indigo cultivation in Bengal as at present carried on, has shewn the advantages which on the other hand arise from the production of the plant. Bnt we desire to offer further illustration of these advantages in a politico-economical view.

2. Rice being the great staple of Bengal, and occupying at least three-fourths, if not more, of the cultivated area, and there being only a trifling export demand for it in proportion to the production, it is clear that any other cultivation which occupies a portion of the land, and adds to the number and variety of its products, must be highly advantageous to the agriculturist and to the country.

3. From official statements it will be seen that the average annual export of rice from Bengal for the last ten years has been maunds 54,02,000 or 1,98,000 tons, and that for the last two years it has averaged only 46,30,000 maunds or tons 1,69,000, the falling off being chiefly in the exports to Europe. So long as the price here continues as high as at present, the exportation to Europe will virtually cease, for the consumption there stops when the price rises above twelve or thirteen shillings per cwt., and at three rupees eight annas per maund it costs fifteen or sixteen shillings.

4. In the absence of statistics as to population, it is difficult to state the consumption of rice in the country, but forty millions of people, which is the current estimate of the number of the inhabitants of Bengal, at one seer of rice a day, consume a million of maunds per diem, and three hundred and sixty-five millions of maunds in a year, equal to thirteen and half millions of tons of Rice.

5. This statement may be said to be too high, but even if considerably reduced, it proves that the export can have a scarcely appreciable effect on the price; and with no bad seasons, with no new channels of consumption, with little or no export, it is doubtful whether the staple production of the country, only used as the food of the people, can permanently remain at double the price it was a very few years ago.