

*Friday,  
20th January, 1899*

ABSTRACT OF THE PROCEEDINGS  
OF THE  
Council of the Governor General of India,  
  
**LAWS AND REGULATIONS**

**Vol. XXXVIII**

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ABSTRACT OF THE PROCEEDINGS  
OF  
THE COUNCIL OF THE GOVERNOR GENERAL OF INDIA  
ASSEMBLED FOR THE PURPOSE OF MAKING  
LAWS AND REGULATIONS

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*Proceedings of the Council of the Governor General of India, assembled for the purpose of making Laws and Regulations under the provisions of the Indian Councils Acts, 1861 and 1892 (24 & 25 Vict., c. 67, and 55 & 56 Vict., c. 14).*

The Council met at Government House, Calcutta, on Friday, the 20th January, 1899.

**PRESENT :**

His Excellency Baron Curzon of Kedleston, G.M.S.I., G.M.I.E., Viceroy and Governor General of India, *presiding*.

His Honour Sir John Woodburn, K.C.S.I., Lieutenant-Governor of Bengal.

His Excellency General Sir W. S. A. Lockhart, G.C.B., K.C.S.I., Commander-in-Chief in India.

The Hon'ble Sir J. Westland, K.C.S.I.

The Hon'ble Mr. M. D. Chalmers, C.S.I.

The Hon'ble Major-General Sir E. H. H. Collen, K.C.I.E., C.B.

The Hon'ble Sir A. C. Trevor, K.C.S.I.

The Hon'ble Mr. C. M. Rivaz, C.S.I.

The Hon'ble M. R. Ry. Panappakkam Ananda Charlu, Vidia Vinodha Avargal, Rai Bahadur, C.I.E.

The Hon'ble Mr. J. J. D. LaTouche, C.S.I.

The Hon'ble Rai Bahadur Pandit Suraj Kaul, C.I.E.

The Hon'ble Mr. Gangadhar Rao Madhav Chitnavis, C.I.E.

The Hon'ble Mr. Allan Arthur.

The Hon'ble Mr. P. M. Mehta, C.I.E.

The Hon'ble Nawab Mumtaz-ud-daula Muhammad Faiyaz Ali Khan.

The Hon'ble Mr. J. K. Spence, C.S.I.

The Hon'ble Mr. G. Toynbee.

The Hon'ble Mr. D. M. Smeaton, C.S.I.

The Hon'ble Mr. J. D. Rees, C.I.E.

**INDIAN STAMP BILL.**

The Hon'ble SIR JAMES WESTLAND moved that the Report of the Select Committee on the Bill to consolidate and amend the law relating to Stamps be taken into consideration. He said :—" My Lord, Hon'ble Members will perhaps remember that on the 21st of March last I presented the Report of the Select Committee upon the Indian Stamp Bill, a consolidation of the law as it at present stands. I explained at that time the alterations which had been made

by the Select Committee in the Bill as it was originally introduced, and it would perhaps be convenient to Hon'ble Members if I read the last paragraph of the statement I then made, as that paragraph will show the history of the Bill to the point at which we now take it up. This is what I then said:—

'There have been considerable modifications in these points of detail, which have been made in it as reported by the Select Committee. The Select Committee considered that in a matter so far-reaching, one in which people are so very largely concerned, it is not desirable that the law should be passed without giving some opportunity for further consideration. They have, therefore, in their report recommended that the measure has been so altered as to require republication, and they recommend that it should be republished in the Gazette of India. The date from which the Act will come into force, as shown in the Bill reported by the Select Committee, is the 1st of July next. I am afraid that it will not be possible to bring it into force by that date, because, even if the measure be passed at Simla, we shall have to put off the date of its coming into force for a sufficient time to enable the Local Governments to publish it and translate it into the various vernacular languages; but I think the Bill as it has been reported by the Select Committee may be considered to a very large extent a non-contentious measure, and it may possibly be open to the Council, even during the Simla session, to consider it and to pass it. That, however, is a matter we shall hereafter consider when we see what remarks are made with reference to it as now reported; but, inasmuch as we have met all the objections which were raised to it as first introduced, I think it may be possible, even though it is a commercial measure, to proceed with its consideration during the Simla session.'

"The measure was not taken up in the Simla session, and it now comes before the Council again at the point at which the Council left it on the 21st of March last. I therefore beg to move the motion that stands in my name. I have some amendments to propose, and I shall deal with these after the motion that the Report be taken into consideration is passed."

The motion was put and agreed to.

The Hon'ble SIR JAMES WESTLAND said:—"I have some amendments to propose in the Bill as it at present stands. We have received only two communications regarding it, both of them coming from Madras. These communications refer to certain points of doubt which have arisen in the interpretation of the Bill. I think some of them are rather strained, but, as we desire to make the Bill perfectly clear on the points noted, the several amendments I propose are set before the Council with that object. They are all of one tendency, namely, to make it clear that in certain cases, where a doubt has been expressed as to whether an instrument of a certain character comes within a higher or a lower duty, it really comes within the lower duty. It will probably be convenient to

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the Council if I go through these amendments all together instead of explaining them one by one before they are taken up.

“The first is an amendment for altering the date at which the Bill comes into operation—from the 1st of July, 1898, to the 1st of July, 1899. The Bill itself provides that the Local Governments shall make translations of it for the convenience of the various Provinces and of their inhabitants. It therefore requires a certain time to elapse between the time the Bill passes and the time it comes into operation. We think it will be convenient and easy to have all these measures carried out before the 1st of July next, and we therefore take the 1st of July, 1899, as the date upon which the Bill will come into operation.

“The second amendment relates to the use of the word ‘engrossed’ as applied to stamps. In the Bill as reported on it was stated that an impressed stamp ‘includes stamps engrossed on stamped paper.’ The word ‘engrossed’ has a technical meaning among lawyers and represents a peculiar method of writing that does not apply to stamps. Stamps are generally engraved and occasionally embossed. It is proposed, therefore, to substitute for the words ‘stamps engrossed on stamped paper’ the words ‘stamps embossed or engrossed on stamped paper.’

“The third amendment has reference to the definition of the word ‘settlement.’ There are two scales of duty which are provided for by the Act. One is a scale which refers to transfers, such as gifts or conveyances, and may be described as a one per cent. scale; the other is a scale which represents such documents as bonds and security bonds, and that is a half per cent. scale. The article in the schedule of stamps provides that to settlements shall be applied this lower scale of half per cent. A settlement is a kind of transfer, and any document which does not come within the definition of ‘settlement,’ being a conveyance or a gift of some kind, will necessarily have applied to it the one per cent. and not the half per cent. scale. So that, if our definition of the word ‘settlement’ is so set out that any particular document is excluded thereby from it, it will necessarily have to be stamped with the one per cent. duty instead of the half per cent. Now in the Madras Presidency it has been ruled that the use of the word ‘distribution’ in the definition of ‘settlement’ indicates that a settlement must necessarily be in favour of more than one person. It has consequently been ruled in that Presidency that if a settlement is made in favour of one person it is not a settlement within the meaning of the Act and must bear a one per cent. duty instead of the half per cent. which is levied for a

settlement in the schedule. We propose to alter the definition of the word 'settlement' so as to prevent the exclusion from it of what is not an infrequent document—a settlement in favour of a single person. We have added, therefore, to the original definition of the word 'settlement' as it is taken from the old Act the following words—'or for the purpose of providing for some person dependent on him.' A 'person' of course includes also persons, and the consequence is that a settlement is made to include not only a document which has for its object the distribution of the property of the settlor, but of providing, whether by distribution or otherwise, for some person dependent on him.

• "The fourth amendment refers to the stamp which is required on a certificate of sale given by a Civil or Revenue Court or Collector or other Revenue-officer. A single property is at such a sale sometimes put up in separate lots. The consequence is that the words inserted by the Select Committee for the purpose of defining the stamp-duty required, namely, the words 'in respect of each property sold,' are not quite clear. What the Select Committee intended was that they should regard each property separately put up as a subject for duty, and that the duty required should be levied in respect of each property put up as a separate lot and sold. The insertion of these words will make the definition intended by the Select Committee clearer.

"The fifth amendment refers to the duty required upon a gift. At present 'gift' comes under the one per cent. scale of duty, the same duty as is required in respect of a conveyance, but in order to prevent so high a duty being levied on a certain class of transactions which is liable to very frequent transfer, such, for example, as shares in a public company, or debentures issued by a public company, the words were inserted, a gift 'not being a settlement' (which comes under the half per cent. duty) 'or a will' (upon which no duty at all is required) 'or a transfer of shares' (upon which a smaller duty is required), but, if reference be made to the article referring to the duty which is levied upon transfers, it will be seen that there are other things besides transfers of shares which are entitled to this smaller rate of duty. We therefore, in order to prevent the application of the duty required upon a gift to the case of those other transactions, cut out the words 'of shares', and merely say the higher duty is required upon an instrument of gift not being a settlement or gift or transfer, without limiting this last expression to transfer of shares.

"The sixth amendment practically refers to the definition which we have given of an instrument of partition. It is stated that an instrument of partition includes an award or an order of a Court directing a partition. The object of

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this inclusion in the term 'instrument of partition on an award' was that it was found that as a matter of fact co-sharers proceeding to a partition of their property, instead of drawing up a partition deed and having it duly stamped, agreed to an award of partition being made, and the award of partition was stamped with the small stamp required for an award and not with that required for an instrument of partition. But it is very clear that if persons have an award of partition made and afterwards have an instrument of partition drawn up to carry out this award, they ought not to be made to pay duty twice over. There are similar provisions in the case of leases. A lease is defined to include an agreement to lease, but it is carefully provided that if the persons who execute an agreement to lease and put upon it the stamp-duty which is required for a lease, afterwards carry out the formal documents which complete that lease, they shall not pay the duty twice over, but shall pay upon the second instrument a mere duty of eight annas. We have applied this same kind of proviso to the case in which an award or decree of partition having been first properly stamped, afterwards an instrument of partition is drawn up in order to carry out the partition.

"The seventh amendment refers to the definition of powers-of-attorney. A specially small duty is levied upon powers-of-attorney which are executed for the sole purpose of effecting registration. The Registration Act provides that persons who proceed to the registering officer for the purpose of registration may under the cognizance of the registering officer effect certain other operations at the same time. They may, for example, pass the consideration money and have the fact attested by the registering officer. There is also a provision in the Registration Act which provides for the delivery of the documents to the registering person or to any other person to whom it has to be delivered in the presence of the registering officer. Now, if a person is authorised by a power-of-attorney to carry out the whole of these operations, it is a little doubtful whether the instrument which is so drawn up comes within the definition of a power-of-attorney 'executed for the *sole* purpose of procuring registration of one or more documents in relation to a single transaction.' We therefore propose in order to remove these doubts to indicate that the document bearing this smaller stamp may cover the whole of the transaction which takes place before the registering officer, by saying that the word 'registration' shall include every operation incidental to registration under the Indian Registration Act.

"The eighth amendment is a little more than a typographical correction. A reference was made to article 13 (*b*), whereas, as a matter of fact, the reference ought to be made to the whole of the article 13, and not only to a portion of it.

" The ninth amendment refers to the duty upon a proxy. A proxy is, of course, a power-of-attorney, and, unless we had a particular provision relating to it, it would have to be stamped as a power-of-attorney, but in order to provide for documents so frequently used for what may be called a mere incidental purpose, we have prescribed certain cases where a proxy may be used instead of a power-of-attorney and on which is paid a stamp-duty of one anna instead of eight annas or a rupee, which would be required if it was called a power-of-attorney. One of these cases is a proxy empowering any person to vote at any one meeting of a local authority, such as for example a district board or a municipal board. Now by an order which has been notified under the Stamp Act, it has been declared that this one-anna duty is sufficient in the case of a proxy which is given, not for empowering any person to vote at a meeting of a local board but empowering him to vote at an election of a local board, carried out under the law of the Local Government concerned. These elections do not involve meetings at all or they may not do so, and, if the article of the present Stamp Act, which in that respect is the same as the provision of the Bill, stood alone, a proxy given for that purpose would require an eight-anna stamp. We have, therefore, modified article 52 so as to show that a proxy bearing a one-anna stamp is sufficient not only for empowering any person to vote at a meeting, but also empowering any person to vote at an election. I may mention that the law as it at present stands applies this duty only to the case of a proxy given by a female. There is no particular reason why it should be limited to females, and there is no reason why we should levy a higher duty upon proxies given by males than those given by females.

" As to the tenth amendment the remarks which I made with reference to an instrument of partition apply. A proviso is to be added in exactly the same sense and which runs as follows :—

" Provided that, where an agreement to settle is stamped with the stamp required for an instrument of settlement, and an instrument of settlement in pursuance of such agreement is subsequently executed, the duty on such instrument shall not exceed eight annas.

" Its object is to prevent a double levy of duty upon what is practically a single transaction.

" The eleventh amendment is complementary to the fifth amendment, and it explains that the smaller duty levied upon a transfer of a certain description is equally applicable whether the transfer is made with or without consideration. If it were not for this explanation it might be considered that a transfer without consideration was a gift and had to bear the full one per cent. duty.



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"The twelfth amendment refers to the stamp upon a transfer of a lease. The provision as it stands at present is that no duty whatever is required in the case of the transfer of a lease which is exempt from duty. I am advised by the Legislative Department that the meaning of these words would be that the document exempted was a transfer of a lease which is, by the provisions of this law itself, exempt from duty. We wish to extend this a bit, especially as there is a very large class of leases which are exempted from duty by executive notification but are not exempted by the law itself, namely, agricultural leases. We, therefore, omit the words 'which is' and the result of that omission is that the exemption from duty extends not only to transfers of leases which are by law exempt from duty but also to transfers of leases which may by executive notification be exempted from duty.

"These, my Lord, are all the amendments that I have to move, and if Your Excellency will permit me, I propose not to make a formal motion with reference to each of them.

"I may also mention that it is intended that the Bill should be brought up to be passed at the next meeting of the Council."

The following amendments were then put separately to the Council by His Excellency THE PRESIDENT and agreed to:—

(1) That in clause 1, for the figures "1898", in both places, the figures "1899" be substituted.

(2) That in clause 2, sub-clause (13) (b), for the word "engrossed" the words "embossed or engraved" be substituted.

(3) That to clause 2, sub-clause (24) (b), the words "for the purpose of providing for some person dependent on him, or" be added.

(4) That in Article No. 18 of Schedule I, after the words "each property", the words "put up as a separate lot and" be inserted.

(5) That in Article No. 33 of Schedule I, for the words "SETTLEMENT or WILL or TRANSFER of shares" the following be substituted, namely:—

"SETTLEMENT (No. 58), or WILL or TRANSFER (No. 62)."

(6) That in Article No. 45 of Schedule I, after Proviso (b) the following be added, namely:—

"(c) where a final order for effecting a partition passed by any Revenue-authority or any Civil Court, or an award by an arbitrator directing a partition, is stamped with the stamp required for an instrument of partition, and an instrument of partition in pursuance of such order or award is subsequently executed, the duty on such instrument shall not exceed eight annas."

12 **STAMPS; AMENDMENT OF PRESIDENCY SMALL CAUSE  
COURTS ACT, 1882; AMENDMENT OF INDIAN CONTRACT  
ACT, 1872.**

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(7) That in Article No. 48 of Schedule I, after the words "one rupee for each person authorized" the following be added, namely :—

'*N.B.*—The term "registration" includes every operation incidental to registration under the Indian Registration Act, 1877.'

(8) That in Article No. 49 of Schedule I, for the parenthesis "[No. 13 (b)]" the parenthesis "(No. 13)" be substituted.

(9) That in Article No. 52 of Schedule I, after the word "vote" the words "at any one election of the members of a District or Local Board or of a body of Municipal Commissioners, or" be inserted.

(10) That in Article No. 58 of Schedule I, after the words "set forth in such Settlement" the following be added, namely :—

"Provided that, where an agreement to settle is stamped with the stamp required for an instrument of settlement, and an instrument of settlement in pursuance of such agreement is subsequently executed, the duty on such instrument shall not exceed eight annas."

(11) That in Article No. 62 of Schedule I, after the word "TRANSFER" the parenthesis "(whether with or without consideration)" be inserted.

(12) That in Article No. 63 of Schedule I, in the *Exemption*, the words "which is" be omitted.

**PRESIDENCY SMALL CAUSE COURTS ACT (1882) AMENDMENT.  
BILL.**

The Hon'ble MR. CHALMERS presented the Report of the Select Committee on the Bill to further amend the Presidency Small Cause Courts Act, 1882. He mentioned that he would move at the next meeting of the Council that the Bill be passed.

**INDIAN CONTRACT ACT (1872) AMENDMENT BILL.**

The Hon'ble MR. CHALMERS said :—"With Your Excellency's permission I desire to say a few words before I move that the Indian Contract Act Amendment Bill should be referred to a Select Committee. That Bill was introduced by my Hon'ble friend the Lieutenant-Governor of Bengal in March last year, and in introducing it he explained the circumstances which led to its origin. Owing to his elevation to his present high office, an elevation on which I am

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sure we may congratulate him and his province, he can no longer take charge of the Bill in Committee, and it falls to my lot to take his place. During the past year we have received many criticisms on the Bill—many of them exceedingly useful criticisms. This, of course, is not the time to deal with those criticisms or to reply to them, but I think I may say that, while they suggest valuable amendments in points of detail, the weight of opinion is very decidedly in favour of the principle of the Bill, and it is only on the general principle of the Bill that I propose to offer any remarks to-day.

“ As Hon'ble Members are aware, the subject of agricultural indebtedness and of money-lenders and their dealings with the poorer and more ignorant classes has long been engaging the attention of the Government. Opinions may differ—and may fairly differ—as to the nature of the remedies which we ought to adopt to meet an admitted evil, but an evil the magnitude of which undoubtedly differs very considerably in different parts of India. We have been urged to put stern restrictions on the alienation of land and to apply universally the provisions of the Dekkhan Agriculturists' Relief Act. But the conditions of land-tenure and of the land-holding classes are so widely divergent in the different provinces of this great Empire that legislation which would be suitable and beneficial in one province would be unsuitable and prejudicial in another. Then we have been urged to extend to all classes the custom of *damdapat*, according to which interest on a loan can never exceed the principal. We have been urged to re-enact the Usury Laws, and we have been urged to give the Courts a discretion in all cases over the amount of interest to be recovered in judicial proceedings. After careful consideration we have rejected these suggestions. We have no wish to interfere with freedom of contract where the parties to a contract are really free and contract with each other on a footing of equality. We think that under those circumstances the parties can make their own contracts and arrangements much better than we can make them for them. How then does the case stand? On the one hand, the existing law sufficiently provides for the case of fraud; under the law as it stands a contract induced by fraud may be avoided at the instance of the party defrauded. On the other, we do not wish to interfere with the discretion of the parties where they are in a position to give a free and intelligent consent to the terms of their contract. If a man makes a bad bargain he must stick to it, and learn wisdom for the future. But then there is an intermediate class of cases for which we think the law ought to make further provision. There may be no fraud, but the relations between the parties to a contract may be such as that one of them is practically in the power of the other, and that power may

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be used to extort unfair terms. In that case there is no real freedom of contract. There is consent, it is true, but it is consent obtained by unfair pressure. To some extent this intermediate case is provided for by the existing law. Section 16 of the Contract Act of 1872 provides for the avoidance of contracts in certain specified cases where undue influence has been used. But the framers of that Act did not see fit to embody in the Act the general principle which underlies the particular cases which they specified. That Act has now been in force for more than a quarter of a century, and it has been found wanting. Experience has shown that the existing provisions have failed to meet the evils with which we are now confronted. We must therefore enlarge the powers of the Courts; and we propose now to enact the underlying principle, and to provide that, where the relations between the parties to a contract are such that one of the parties is in a position to dominate the other, and he uses his dominant position to impose unfair terms on the other, then the Court is to be empowered to open up the whole transaction, and either set it aside, or, if the parties cannot be restored to their original position, to see that right and justice is done. Of course the Court will have to be satisfied that such relations do subsist between the parties as to enable one of them to dominate the will and consent of the other; but when this is shown, we think that the Court ought to have a free hand to go behind the terms of the contract and to see whether the transaction is fair and reasonable or not.

"Now I wish to point out that in arming the Courts with these powers we are not really making a new departure. The principle we propose to enact is a familiar one in English Courts of Equity. I will not inflict upon Hon'ble Members a disquisition on English law, but with Your Excellency's permission I will cite a short extract from a well known and authoritative English text-book which I think accurately sums up the English law on the subject. I refer to the last edition of Leake on Contracts. Discussing the doctrine of undue influence, the learned author says (edition 3, page 554, citing the words of Lord Selborne's judgment) :—

'Agreements between persons in certain relative positions are treated in equity as presumptively made under an undue influence of one party upon the will of the other; and when the relative position of the parties is such as *prima facie* to raise this presumption the transaction cannot stand, unless the person claiming the benefit of it is able to repel the presumption by contrary evidence proving it to have been in point of fact fair, just and reasonable.'

"Then after discussing various heads of undue influence such as contracts with reversioners, agreements between guardian and ward, solicitor and client and

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so on, the learned author sums up the English doctrine by saying that 'the same general principle applies to all the variety of relations in which dominion may be exercised by one person over another, as in the case of dealing with a person who is illiterate and ignorant of business and who has no independent adviser, or with a person who is under such pecuniary necessity as not to be a free agent.' I think this quotation is sufficient to show that we are not embarking on an unknown sea. We are merely investing our Courts with equitable powers which have long been possessed by English Courts. In the exercise of those powers our Courts will have the benefit of English decisions, not, of course, as binding on them, but as useful lights to mark out the way.

"I think, too, that this Bill may fairly be regarded as restoring to our Courts an ancient jurisdiction rather than as creating a wholly new one. At present the Courts are bound by the somewhat too narrow provisions of section 16 of the Indian Contract Act. Before that Act they had a freer hand. The time-honoured direction to Indian Courts, embodied in many Acts, was that, in all matters not provided for by positive enactment, they were to act 'according to justice, equity and good conscience.' We all know the practical effect of that direction. The Courts administered English law, free of course from any peculiarities or technicalities of local origin. Apart from the restrictions imposed by the Contract Act, our Courts would have been at liberty to apply and develop the English doctrine of undue influence, and this liberty under certain limitations we propose to restore to them.

"There is one other matter I wish to refer to. Hon'ble Members are doubtless aware that during the past year the subject of money-lenders and money-lending contracts has been exhaustively investigated by a strong Select Committee of the House of Commons. The Committee have reported unanimously, and have made various recommendations for strengthening the law. Many of their suggestions would be inapplicable to India and the conditions of Indian life. But I should like to quote their first and main recommendation and to say a few words about it. The Committee report as follows:—

'17. After carefully considering the whole of the evidence and opinions, your Committee have arrived at the conclusion that the only effective remedy for the evils attendant upon the system of money-lending by professional money-lenders is to give the Courts absolute and unfettered discretion in dealing with these transactions.

'18. They therefore recommend that all transactions, by whatever name they may be called, or whatever their form may be, which are in substance transactions with persons carrying on the business of a money-lender, in the course of such business should be open to complete judicial review.

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'19. That in all legal proceedings to enforce, or for any relief in respect of a claim arising out of, such transactions, the Court should have power to inquire into all the circumstances of such transactions from the first transaction up to the time of the judicial inquiry.

'20. That in such proceedings the Court should have power to re-open any account stated in the course of such transactions, to direct that an account be taken upon the basis of allowance of such a rate of interest as shall appear to be reasonable, having regard to all the circumstances, and to make such order as the Court may think fit.

\* \* \* \* \*

'22. That a borrower from a money-lender should be enabled, notwithstanding any provision or agreement to the contrary, to apply to the Court at any time to redeem any security, or for relief on the part of himself and any other person who acts as surety, or otherwise, upon payment of the principal sum advanced and such interest as the Court may consider reasonable.

'23. That the discretion suggested should be exercisable by any Judge of the High Court or any Judge of a County Court.

'24. That from any decision given under these powers by the judicial authority, there should be no right of appeal by either party except by leave of the Court.

'25. That no transaction between a judgment-debtor and a judgment-creditor by way of a renewal of the loan should be valid so long as the judgment remains unsatisfied.'

"If Hon'ble Members will compare the recommendations of the House of Commons Committee with our present proposals, they will see that our proposals are considerably less drastic than those of the English Committee. We recognise that as Indian agricultural society is at present constituted, the money-lender is the capitalist, and an essential factor in it. We have no desire to eliminate or unduly harass the people who make loans to the agricultural and poorer classes. It is the abuses and excesses and not the legitimate use of the system which we wish to curb."

The Hon'ble MR. CHALMERS then moved that the Bill to amend the Indian Contract Act, 1872, be referred to a Select Committee consisting of the Hon'ble Mr. Rivaz, the Hon'ble Sir Griffith Evans, the Hon'ble Rai Bahadur Pandit Suraj Kaul, the Hon'ble Mr. Mehta, the Hon'ble Mr. Spence, the Hon'ble Mr. Rees and the mover.

The motion was put and agreed to.

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[*Mr. Rivaz.*]

# INDIAN PETROLEUM BILL.

THE Hon'ble MR. RIVAZ moved for leave to introduce a Bill to consolidate and amend the law relating to the importation, possession and transport of petroleum and other substances. He said :—"The main object of the Bill which I ask leave to introduce is to enable the Petroleum Act, which at present deals only with petroleum and its liquid compounds, to be applied to other illuminant or inflammatory substances, as for instance carbide of calcium, which, being a solid, is not covered by the present Act, whenever it may be found desirable in the public interest to regulate and control the use of any such substance in this country. It is proposed to provide at the same time for the laying down of special tests in the case of substances for which the tests prescribed in the schedule to the present Act are unsuitable; also, to enable the transport of petroleum to be exempted by notification in special cases and under special conditions from the restrictions at present prescribed for its possession and transport. The other alterations embodied in the Bill are of a formal character.

"The present opportunity has been taken to make the Bill which is now being introduced a consolidating as well as an amending enactment, by repealing and reproducing three entire Acts and portions of two other Acts which deal with the subject under consideration."

The motion was put and agreed to.

The Hon'ble MR. RIVAZ introduced the Bill.

The Hon'ble MR. RIVAZ moved that the Bill and Statement of Objects and Reasons be published in the Gazette of India in English and in the local official Gazettes in English and in such other languages as the Local Governments think fit.

The motion was put and agreed to.

The Council adjourned to Friday, the 27th January, 1899.

H. W. C. CARNDUFF,

CALCUTTA;	}	<i>Offg. Secretary to the Govt. of India,</i> <i>Legislative Department.</i>
<i>The 20th January, 1899.</i>		