

Saturday, 10th May, 1856

PROCEEDINGS



OF THE

LEGISLATIVE COUNCIL OF INDIA,

FROM

January to December 1856.

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encroachments might be made in drains underground without coming to the notice of the Commissioners within the period of three months. But a covered drain could not be obstructed without the ground above being broken up, and so attracting observation. At any rate, the Section referred only to penalties, and not to the removal of obstructions; and, therefore, it was thought that it might remain unaltered.

The Section was passed as it stood.

The Preamble and Title were passed.

The Council having resumed its sitting, both Bills were reported.

MARRIAGE OF HINDOO WIDOWS.

MR. GRANT said, at the last Meeting of the Council, he had presented, on the part of the Select Committee on the Bill "to remove all legal obstacles to the Marriage of Hindoo Widows," a Report upon the Bill. He now moved that, with the leave of the Council, that Report be withdrawn. The reason why he considered himself obliged to make this Motion was, that the Select Committee consisted of four Members, of whom two had left Calcutta since the Meeting of the Committee, on a visit to their respective Presidencies. Their absence had appeared to be no reason for delaying the progress of the Bill; and therefore, the remaining Members—the Honorable and learned Chief Justice and himself—had prepared and presented a Report upon it. After that, it was brought to their notice that the Report had not been prepared and presented by a quorum of the Committee. Standing Order CVI said—

"The majority of the Members of a Select Committee shall form a quorum, and, except when otherwise provided by these Orders, shall appoint its Chairman."

And Order CVII said—

"Every Report of a Select Committee shall be signed by the Members thereof, or by a majority of such Members."

As, therefore, a technical objection might be taken to the Report if it remained as it now stood, he proposed to withdraw it, and to postpone the presentation of the Report until the return of the two absent Members—or, at least, of one of them, so that there might be a quorum.

Agreed to.

SALE OF UNDER-TENURES (BENGAL).

MR. CURRIE gave notice that, on Saturday next, he would move that the Council

resolve itself into a Committee on the Bill "to amend the law relating to the Sale of Under-Tenures."

The Council adjourned.

Saturday, May 10, 1856.

PRESENT:

The Honorable J. A. Doria, *Vice President*, in the Chair.

Hon. Sir J. W. Colville, Hon. B. Peacock,
His Excellency the Com- C. Allen, Esq.,
mandeur-in-Chief, and
Hon. J. P. Grant, Hon. Sir A. W. Buller.

MARRIAGE OF HINDOO WIDOWS.

THE CLERK presented a Petition from Inhabitants of Chittagong against the Bill "to remove all legal obstacles to the Marriage of Hindoo Widows."

MR. GRANT moved that this Petition, and the Petition presented on Saturday last from certain Inhabitants of Bengal against the same Bill, be referred to the Select Committee on the Bill.

Agreed to.

SIR ARTHUR BULLER moved that a communication received from the Government of Bombay, forwarding translations of Petitions to the Right Honorable the Governor in Council against the same Bill, be laid on the table and referred to the Select Committee on the Bill.

Agreed to.

SONTHAL DISTRICTS.

THE CLERK presented a Petition of certain Members of the Indigo Planters' Association, praying that Act XXXVII of 1855, (entitled "an Act to remove from the operation of the General Laws and Regulations certain districts inhabited by Sonthals and others, and to place the same under the superintendence of an Officer to be specially appointed for that purpose,") may be so amended that the parts of the districts therein mentioned not exclusively inhabited by Sonthals, may be excepted from its operation. The Petitioners stated that the Act contained no provision to empower either the Governor General in Council or the Lieutenant Governor to restore the districts named therein, or any parts of them, to the operation of the ordinary Regulations, and that, therefore, an Act of the Legislative Council would be necessary for that purpose, or for at all altering the limits of the said districts.

MR. GRANT moved that the Petition be printed. When that was done, the Council would be able to see how it ought to be dealt with.

Agreed to.

PROTECTION OF UNDER-TENANTS.

THE CLERK presented a Petition from Henry William Craufurd, of Mulnath, in the Zillah of Nuddea, praying for the amendment of Regulation VIII. 1819 of the Bengal Code, and for the protection of under-tenures of the second, third, and lower degrees, in case of sale of the superior tenure for arrears of rent.

SIR JAMES COLVILE said, as the Petition related to a Bill on which the Council was to go into Committee to-day, he moved that it be now read. Any observation which he might have to make upon it, he should reserve for another stage of the proceedings.

MR. CURRIE said, he felt it his duty to oppose this Motion. He did so on the ground that the reading of a Petition at the table was an insufficient and unsatisfactory way of making the Council acquainted with its contents; and, moreover, that the course was not strictly according to rule. The mode of dealing with Petitions was thus laid down in the 26th Standing Order:—

“ If, in the judgment of the Clerk, the Petition be framed in conformity with Order No. XXII, he shall bring the Petition under the consideration of the Council by reading the abstract thereof, and the prayer or the substance of the prayer of the Petition; whereupon such Petition shall be deemed to have been received by the Council.”

Then the 28th Standing Order said:—

“ Any Petition received by the Council may, upon the motion of a Member, be disposed of in one or more of the following ways:—

“ 1. It may be ordered to be printed.

“ 2. It may be referred to the Select Committee sitting on any Bill to which it relates.

“ 3. It may be referred for report to a Select Committee to be appointed specially for that purpose.

“ 4. If no motion be made upon such Petition, the Petition shall be laid upon the table, and afterwards deposited by the Clerk amongst the Records of the Council.”

He did not, of course, mean to contend that the Council should in no case allow a Petition to be read at the table; but he did think that, when that course—which, if not irregular, was at least extraordinary—was proposed, some special reason should be shewn for adopting it. What were the circumstances of this case? The Petition had

reference to a Bill which had been reported upon by a Select Committee. No Bill could be reported upon by a Select Committee unless it had been published at least two months previously; and the object of such publication was to invite suggestions and objections from all persons disposed to make them. This Bill was read a second time on the 1st of December last, and it was published for general information on the 5th of the same month. It might have been reported upon by the Select Committee, after allowing time for suggestions and objections from persons interested, on the 6th of February; but it was not reported upon until the 26th of April. Therefore, no person could say that he had not had ample time to make any suggestions or objections which he might have had to offer regarding the Bill. The Petitioner was certainly well aware of the introduction of the Bill; and he (Mr. Currie) saw no reason why he should not have presented his Petition long before. He (Mr. Currie) had had an opportunity of reading the Petition; and, if it should be necessary, he should be prepared to show that it was not relevant to the subject matter of the Bill. But, at present, he objected to its being read at the table, on the broad ground that that course was irregular and inconvenient.

SIR JAMES COLVILE said, he conceived that, in the few words he had uttered in making his motion, he had stated the reason why he proposed to depart in the present case from the ordinary course—namely, that this Petition—which, from whatever cause, had been presented only to-day—related to a Bill upon which the Council was now about to resolve itself into a Committee. The motion, therefore, involved the question whether the Council would broadly decide that in no case will it hear a representation respecting a measure pending before it, if the person making it has delayed to make it until after the Bill has reached this stage. If the Council should negative the motion, he did not see any escape from the conclusion that such was to be the rule. He had made this motion believing that it would be more convenient to the Honorable Member opposite that the Petition of Captain Craufurd should be read now, than that its pendency should be made a reason for postponing going into Committee on the Bill. It was for the Council to decide whether it would allow the Petition to be read at the table. It had permitted this course, on one or two previous occasions, with regard to

other Petitions presented out of time ; and it appeared to him that this was one of those cases in which the general rule contended for might be suspended with advantage.

SIR ARTHUR BULLER said, the Honorable Member opposite (Mr. Currie) was mistaken in supposing that the existence of this Bill was known to the Petitioner whilst passing through its former stages. He (Sir Arthur Buller) could say, on the authority of the Petitioner, and indeed from his own knowledge, that he was not aware of the Bill until within that very week, when he himself brought it to his notice, and for the first time placed it in his hands. He had read the Petition ; and, considering the great attention which Captain Craufurd had devoted to the subject, and the deep interest which he took in it, he thought the Council would do well, if there was no inflexible rule to the contrary, to take advantage of the present opportunity, late though it was, of hearing what he had to say.

MR. GRANT said, on the point of order, he should merely observe that the Standing Orders which the Honorable Member for Bengal had read related only to the disposal of Petitions. The reading of this Petition would not dispose of it ; and, consequently, it could not be maintained, he thought, that to do so would be opposed to the Standing Orders.

With regard to the question of convenience, if it had been found that it was becoming a practice for Petitioners to present their Petitions at the last moment, he should have agreed with the Honorable Member in thinking that there might have been a sufficient reason for not reading this Petition at the present stage of the Bill ; for it was most desirable that every Petition should undergo the ordeal of a Select Committee ; because, very frequently, suggestions or objections were made by Petitioners which appeared plausible at first sight, but were really founded on erroneous grounds, which would not escape a Select Committee, but which Honorable Members might not always be able to detect on the spur of the moment, after hearing a Petition read for the first time five minutes before going into Committee upon the Bill to which it relates. But no such practice had arisen ; and he thought there was sufficient reason for making this an exceptional case, more particularly after the explanation which had just been given by the Honorable and learned Member on his right (Sir Arthur Buller). Therefore, he would vote for the motion.

MR. CURRIE said, he had opposed the motion on the ground of the extreme inconvenience which arose from suggestions and objections relating to Bills being brought forward at the very last moment.

With reference to what had fallen from the Honorable and learned Member opposite (Sir Arthur Buller), he must, in his own defence, and in support of what he had before stated, refer to the Petition which Captain Craufurd had presented to this Council on the 23rd of November last. In that Petition appeared the following words :—

“ That your Petitioner only yesterday”—that is, on the 22nd November last—“ perceived by the Report in the public prints of the proceedings in your Honorable Council, that you were about to legislate regarding under-tenures without granting the long-promised relief to under-tenants which forms the subject of this humble Petition.”

SIR ARTHUR BULLER replied that that had reference to the Report of the Honorable Gentleman's speech in moving the first reading ; but Captain Craufurd had not seen the Bill since it had been published, until, as he before said, he (Sir Arthur Buller) had placed it in his hands only, a few days ago.

THE VICE PRESIDENT said, there could be no doubt of the right of the Council to receive Petitions relating to Bills even at the last moment. Certainly, the Standing Orders laid down a method in which Petitions should be disposed of ; but they did not absolutely restrict the Council to receiving Petitions at only a particular stage of the Bills to which they referred ; and there were instances in which Petitions had been allowed to be read at the table at the last moment. He should like, however, to submit the question to the opinion of the Council ; and, therefore, he would put the motion made by the Honorable and learned Chief Justice.

The motion was carried.

THE CLERK then read the Petition, which was as follows :—

To the Honorable the Legislative Council of India.

The humble petition of Henry William Craufurd, of Muluath, in the Zillah of Nuddea, in the Province of Lower Bengal,

SUETERN,—That your petitioner did, on the 24th of November 1855, present to your Honorable Council a petition praying for the relief of Under-tenants from the consequence of the sale of an estate for arrears of revenue under the present law.

2. That the said petition was, on the motion of the Honorable Sir James Colville, read to your Honorable Council, and was ordered to be printed—that it would therefore be a waste

of your valuable time to repeat here any of the subject matter of it.

3. That, on the 22nd of December 1855, a Bill "to improve the law relating to sales of land for arrears of revenue in the Bengal Presidency" was brought in and read a first time before your Honorable Council, and purported to contain provisions calculated to afford the relief prayed for, the urgency of granting which had been brought to your notice, and the justice and expediency of granting which were, with much force and eloquence, pressed upon you, not only by the Honorable Member who brought in the Bill, but by many other Honorable Members acquainted with and taking an interest in the subject, and seemed to be generally admitted.

4. That the last words of the 51st and last Section of that Bill, were these: "and this Act shall commence to have effect on the 1st of May 1856:" but that the provisions of the said Act have not only not yet commenced to have effect, but have not yet, as far as the public is informed, been reported on by the Select Committee to which the Bill has been referred; while, on the 10th of May 1856, your Honorable Council is to go into Committee to consider a Bill "to amend the law relating to the sale of Under-tenures," in which no provision is made for the protection of Under-tenures of the second, third, and lower degrees from the consequences of the sale of an Under-tenure of a superior degree for arrears of rent, and which protection ought, at this date, to be provided for under any new law proposing to deal with the subject of the said sales.

5. That your petitioner does not deem this to be the proper occasion on which to bring forward any argument as to whether the provisions for the protection of Under-tenures proposed in the new sale law for arrears of revenue be well calculated to attain the end the Honorable Member who framed them had in view, but he begs most respectfully to bring to your notice that it is now some four years since, after a twelve years' discussion of the subject by those the Government thought most competent to deal with it, there seemed to be a general consent that the protection in question should be granted—that a law for that purpose was at that time (being before the constitution of your Honorable Council) drafted, and received the approval of the Most Noble the Marquis of Dalhousie, then Governor of Bengal and Governor General of India, and that, from that time, the form alone in which the said protection should be given, has remained to be decided.

6. That your petitioner therefore prays that you will not legislate on the subject of the sale of Under-tenures for arrears of rent without distinctly providing for the protection of the tenures of honest and non-defaulting Under-tenants within the property to be sold, and for the consolidation and amendment of the laws relating to the said sales, by enacting, in addition to the present proposed Bill—

First.—That Clauses 1, 2, 3, Section VIII—Sections IX and X—Clauses 1, 2, 3, Section XI—Section XII—Clauses 1, 2, 3, 4, Section XIII—Clauses 1, 2, Section XIV—Clauses 1, 2, 3, Section XV—Clauses 1, 2, 3, 4, 5, 6, 7, 8, Section XVII, of Regulation VIII. 1819—and

Section I—Clauses 1, 2, 3, Section II, Regulation I. 1820—and Clause 1 Section XVI Regulation VII of 1832—be repealed, except in so far as they repeal any part of any other Regulation or Act.

Secondly.—That the purchaser at a sale held under this Act shall acquire the tenure free from all encumbrances, the holders of which had not liquidated all claims against them, on account of the said tenure, previous to the day of sale—but subject to all other existing encumbrances at that date, whether imposed on it before or after the time of its creation. Provided that no lease or engagement granted by any former proprietor shall have any validity whatever as against the purchaser, unless the same shall have been duly executed and registered, and possession given to the lessee, at least three months previous to the date of sale.

Thirdly.—That, when an Under-tenure be put up for sale, as aforesaid, if there be no bid, or if the highest bid offered be insufficient to cover the said arrears and those subsequently accruing up to the date of sale, the sale shall be postponed to any subsequent day, not being a holiday, and not being less than one week or more than one month from the day first fixed, and on the day to which the sale has been so postponed the tenure shall be put up for sale free of all encumbrances that may have accrued upon it by act of the defaulting proprietor, his predecessors, representatives, or assignees, unless the right of making such encumbrances shall have been expressly vested in the holder by a stipulation to that effect in the written engagements under which the said tenure may have been created and held, and if there be no bid, or if the highest bid be insufficient to cover the said arrears and those subsequently accruing up to that day, the party or parties to whom the said arrears were due shall acquire the tenure free from all encumbrances which may have been imposed on it since its creation, except lands held for the creation of, and occupied by, dwelling-houses and manufactories, or for mines, gardens, tanks, canals, places of worship, or burying grounds.

Fourthly.—That so soon as the entire amount of the purchase-money shall have been paid in by the purchaser at any sale made under this Act, such purchaser shall receive from the officer conducting the sale a certificate of such payment. The purchaser shall then proceed with the certificate in question to procure a transfer to his name in the cutcherry of the zemindar or superior talookdar, and, upon furnishing security, if required, to the extent of half the annual rent, he shall receive the usual order for possession, together with the notice to the ryots and others to attend and pay their rents henceforward to him. The zemindar or superior talookdar shall also be bound to furnish access to any papers connected with the tenure purchased that may be forthcoming in his cutcherry, and should he, in any manner, delay the transfer in his office, or refuse to give the orders for possession, notwithstanding that good and substantial security shall have been furnished or tendered on requisition, the new purchaser shall be entitled to apply direct to the Court, and he shall receive the orders for possession, and shall be put in possession of the

lands by means of the nazir, in the same manner as possession is obtained under a decree of Court—provided however, that, if the delay be on account of the zemindar or superior talookdar contesting the sufficiency of the security tendered, the rule contained in Section VI of Regulation VIII of 1819 shall be observed.

Fifthly.—That, when the purchaser shall proceed to take possession of the lands of his purchase, if the late incumbent, or the holders of tenures or assignments derived from the late incumbent and intermediate between him and the actual cultivators, shall attempt to offer opposition or to interfere with the collections of the new purchaser, the latter shall be at liberty to apply immediately to the Civil Court for the aid of the public officers in obtaining possession of his just rights. A proclamation shall then issue under the seal of the Court and signature of the Judge, declaring that the new incumbent having, by purchase at a sale made under this Act, acquired the rights and privileges attaching to the tenure, he alone will be recognized as entitled to make the zemindaree collections in the Mofussil, and that no payments made to any other individual will on any account be credited to the ryots or others in any summary suit for rent brought under the provisions of Section XV Regulation VII of 1799—or in any application to stay process by distraint under Regulation V of 1812—or on any other occasion whatever when the same may be pleaded.

Sixthly.—That, should the late incumbent or his late under-tenants continue to oppose the entry of the purchaser, or should there be reason to apprehend a breach of the peace on the part of any one, the aid of the police officers, and of all other officers who may be at hand and capable of affording assistance, shall be given to the purchaser on his presenting a written application for the same; and in the event of any affray or breach of the peace occurring, the entire responsibility shall rest with the party opposing the lawful attempt of the purchaser to assume his rights.

Seventhly.—That any excess of the net proceeds realized by sales made under this Act that may remain after satisfaction of the decrees for which the tenure may have been brought to sale, shall be forthwith sent by the officer conducting the sale to the treasury of the Collector of the district, to be there held in deposit until the defaulting proprietor of the sold tenure produce a certificate from the proper authorities that the purchaser has obtained peaceable possession of the tenure, when, upon exhibiting such certificate to the Collector, the said excess shall be paid to the said defaulting proprietor.

And your Petitioner shall ever pray, &c., &c.

H. W. CRAUFURD.

Calcutta, 8th May 1856.

The following Message from the Governor General was brought by Mr. Grant, and read:—

MESSAGE No. 76.

The Governor General informs the Legislative Council that he has given his assent

to the Bill which was passed by them on the 26th April 1856, entitled “a Bill to amend the law respecting the employment of Ameens by the Civil Courts in the Presidency of Fort William.”

By Order of the Right Honorable the Governor General.

CECIL BEADON,

Secy. to the Govt. of India.

FORT WILLIAM, }
The 9th May, 1856. }

REVENUES OF CALCUTTA.

MR. CURRIE moved the second reading of the Bill “relating to the administration of the Public Revenues in the Town of Calcutta.”

The Motion was carried, and the Bill read a second time.

SALE OF UNDER-TENURES (BENGAL).

MR. CURRIE moved that the Council resolve itself into a Committee on the Bill “to amend the Law relating to the sale of Under-tenures”; and that the Committee be instructed to consider the Bill in the amended form in which the Select Committee had recommended it to be passed.

SIR JAMES COLVILE said, before that question was put, he wished to offer a few words with regard to the Bill. The Council had heard a Petition read to-day respecting that Bill. He had been anxious that it should be read, because he thought—and the majority of the Council seemed to agree with him in thinking—that it was desirable that any person who considered he would be aggrieved by the operation of a proposed Act, should be allowed an opportunity of stating his objections against it even at the last moment.

The Petition read to-day seemed to ask for one of two things—either that the consideration of the Bill should be postponed altogether until the question of the protection to be given to under-tenants could be finally settled; or that, at that stage, the Council should introduce into it certain Clauses, which were set out in detail in the prayer of the Petitioner. The effect of those Clauses, he (Sir James Colvile) understood to be, generally, this—that protection, similar in its nature to that which it had been proposed, by what was generally known as the Bengal Government’s scheme,

to give to under-tenants against the consequences of the sale of an estate for arrears of Government Revenue, should be given by this Bill to under-tenants against the consequences of the sale of the superior tenure on which their under-tenures were dependent for arrears of rent. He was not prepared to urge on the Council either the postponement of the Bill until the final settlement of the *vexata questio* of what the protection to be afforded to under-tenures on the sale of estates for arrears of Government revenue was to be, or the insertion of the Clauses proposed by the Petitioner. In one point of view, the insertion of those Clauses would be a species of postponement, because they would so entirely alter the character of the measure as to entail the necessity of republishing the Bill. He was unwilling to do any thing which would occasion delay in the progress of the Bill; because it dealt with a question which had already been a considerable time before the different authorities; it had now regularly passed through many stages; and it removed what must be admitted to be an evil—namely, the restriction by which the power of a superior tenant or zemindar to sell under-tenures held of him for arrears of rent could be exercised only at the close of the year during which the arrears had accrued. The inconvenience and hardship of that restriction were obvious, because the estate of the superior tenant or landlord himself, who was obliged to make his annual payment of revenue in quarterly instalments, might be exposed to the risk of a sale for a single default occasioned by his inability to realize his rents from his under-tenants. He (Sir James Colville), therefore, thought that the general object of the Bill was good, and that, therefore, it was inexpedient to postpone its further consideration. In fact, in one point of view, so far as it might prevent forced sales for arrears of Government revenue, it would operate for the protection of under-tenants; because, in the event of such a sale, their under-tenures might, in the present state of the law, be swept away.

But, though he took this view of the question of postponement, and of the question of introducing into the Bill the particular Clauses proposed by the Petitioner, he must take this opportunity of declaring his entire concurrence with him in the general question which he had mooted. If this measure was intended to have any thing of the character of finality, and to declare once for all, in

Sir James Colville

connection with Regulation VIII of 1819, or with any other Regulation, the position and liabilities of under-tenants, it would be an extremely unsatisfactory enactment. He was unable to find, nor had he heard suggested, any argument for protecting under-tenants against the consequences of a sale for arrears of Government revenue, which did not tell with equal force in favor of protecting under-tenants against the consequences of a sale for arrears of rent. The reasons for giving the former protection had long been before the public. Every person whose authority on the question was of any value, had advocated it, and had protested against the extreme injustice and impolicy of the present law. Some had differed as to the remedy which ought to be applied; but all were agreed in the existence of the mischief. Now, whether we treated the principle of protection as recommended by the policy of encouraging improvement in land by giving something like fixity of tenure, and certainty to the interest of the tenant; or by the expediency of preventing those frauds upon under-tenants which had taken place, and would continue to take place, under the operation of the existing Sale Laws—in either case, there was at least as much reason for protecting under-tenures against the consequences of a sale of the superior tenure for arrears of rent, as there was for protecting under-tenures, generally, against the consequences of a sale of the estate for arrears of Government revenue. For himself, he maintained that, in so far as the prevention of fraud was a ground for giving protection, the necessity for protection in the former class of cases was even more urgent than it was in the latter. A zemindar might wilfully make default in order that, under the color of a sale for arrears of revenue, he might get rid of the under-tenures and incumbrances on the estate, and either re-purchase it *benamee* for himself, or sell it at an enhanced value. But the fraud could go no higher than himself. It could not be supposed that the authority which set the law in motion—the Government—would wilfully be a party to a collusive sale. But it was far from improbable that both the defaulting tenant and the landlord who set the law in motion, might be parties to the collusive sale of a Talook for arrears of rent, and might combine to cheat the tenants whose tenures were liable to be thereby destroyed. It was notorious that Putnee and other Talooks were often created and held *benamee* or in secret trust

for the grantor under the pressure of particular circumstances, to save the land from the just claim of creditors, or for other fraudulent purposes. Suppose that a zemindar had thus granted a Putnee. Suppose that his grantee afterwards, and with his concurrence, created under-tenures of the second and third degrees. What was more likely to happen than that the parties to the original fraud—the grant of the Putnee—should afterwards combine to enhance the value of it, and to defraud the under-tenants of their own creation by means of a collusive default, and a collusive sale for arrears of rent? There, the defaulting tenant, and the superior landlord who set the law in motion, might alike be interested in effecting the sale; and, therefore, it appeared to him that the necessity for protection to under-tenants against the consequences of a sale for arrears of rent, might be even greater than the necessity for protection to under-tenants against the consequences of a sale for arrears of Government revenue.

Then, he wished to know what possible objection there could be to the granting of this protection to under-tenants? He had heard it suggested that it was all very well for the Council to deal with or to diminish the security which Government now had for the realization of the public revenue; but that it ought not so to deal with the security which the law gave to landholders for the collection of their rents. That argument appeared to him to be wholly fallacious. Every plan which had come before the Council for amendment of the law regarding sales for arrears of Government revenue, had proceeded—and, in his opinion, rightly proceeded—upon the principle that nothing was to be done which would diminish the protection already enjoyed by the Government. No man who considered the nature of our Indian finances—the demands upon them—the difficulty, almost the impossibility, of raising revenue, as was done in other countries, from new sources, would, if he had a proper sense of public duty, feel justified in doing any thing which could render the realization of so large and important an item of the public revenues, as the land revenue of Bengal, less certain or secure. One leading principle, therefore, of every proposal for an amendment of the Sale Law had been that, though the remedies given to Government for recovery of arrears of revenue might be less prompt, less stringent, and less harsh in their consequences, they should ultimately be as certain as they were before.

Then, what was the position of the Government, and what was the position of the individual who had granted a Putnee Talook or other saleable under-tenure? The former retained no interest in the land except the revenue secured by the Perpetual Settlement; the other retained no interest in the land except the rent reserved on the grant of the under-tenure. Whatever system was sufficient to secure to the former the realization of his rents, ought to be sufficient security to the latter for the realization of his rents. And if he was secured in that, he had no right to more.

But it might be said that the Council had no right to interfere with the rights given to the landholder by contract against his under-tenants. The answer to this was, that it was an argument which the Council was not now in a position to use; that the whole course of legislation on the subject had been the other way. Many of these contracts implied the right of the landholder to sell immediately on default by the tenants. The Legislature, however, had limited the exercise of that right in some cases to twice a year, and in others to once a year. The mere circumstance of not allowing the tenure to be sold except by reference to the Collector and under his authority, was in itself a legislative interference with those rights of the landlord which the contract between him and his tenants implied.

It was perhaps right to observe that, as the law stood, the under-tenants were in one particular better protected against the consequences of a sale for arrears of rent than they were against those of a sale for arrears of Government revenue. Regulation VIII of 1819 gave them a preferable lien upon the surplus proceeds of under-tenures sold for arrears of rent, whereas the surplus proceeds of estates sold for arrears of Government revenue under the existing Sale Law appeared to be credited to the defaulting Zemindars, and to remain in the hands of the Collector of the district subject to attachment for their general debts. But this difference of protection was any thing but substantial.

Again, it might be urged that it was inexpedient to multiply middlemen—men who were interposed between the superior landlord and the actual cultivator of the soil. His answer to that was, that, in Regulation VIII of 1819, the Legislature had recognised and determined the right of a Zemindar to grant putnees, the right of putneedars to grant subordinate tenures, and the right of

holders of these subordinate tenures to grant leases of a lower degree, all over Bengal. The evil, then, if it was an evil, existed; and the only question was whether we should perpetuate a state of things which necessarily aggravated it. For, assuredly, just in proportion as we made the tenure insecure, we gave the tenant an interest in making the most of his tenure whilst it lasted, by racking the ryots so far as he had the power to do so, and we deprived him of any inducement permanently to improve the land by the expenditure of capital.

For the reasons he had stated, he concurred with Captain Craufurd in his views on the general question which his Petition raised. At the same time, however, as he had already stated, he did not think that the Council could now import into this Bill the Clauses which Captain Craufurd proposed. He should not, therefore, resist the Motion for going into Committee on the Bill; but, at a future time, he should move that the Petition read at the table to-day, be printed, and give notice of certain Resolutions founded on it which he should move on a future occasion.

In conclusion, he begged to apologise to the Council for having detained them so long; but, as the subject had been mooted by the Petition, and was of considerable importance, he had thought that it was not altogether irregular to remark upon it.

MR. PEACOCK said, he quite agreed with the Honorable Member for Bengal, that it was very undesirable that Petitions relating to Bills pending before the Council, should be presented at the last moment; but he thought that the reason of the delay in this case had been fully explained. The Council had come to the conclusion of hearing Captain Craufurd's Petition read; and he must say it appeared to him that there was great force in many of his arguments. He did not know what the Resolutions were which the Honorable and learned Chief Justice intended to move in regard to the Petition; but he, for one, should be in favor of postponing the consideration of this Bill. It provided for two objects—first, for authorizing sales of transferable under-tenures in satisfaction of summary decrees for arrears of rent within the year during which the arrears accrued; and secondly, for consolidating and amending the laws relative to the public sale of under-tenures in satisfaction of summary decrees for arrears of rent, for the recovery of arrears of rent in Mehals under the immediate management of the Officers of Government, and for the recovery of arrears

of revenue, or other demands recoverable as arrears of revenue. Therefore, the Council was now, in fact, about to consolidate and amend the laws relative to the public sale of under-tenures for the recovery of arrears of revenue, or of other demands recoverable as such. If it was probable that it would be necessary to amend the law on that subject again, upon the adjustment of the Bill for amending the Sale Law, it appeared to him that it would be better to let this Bill lie over until then. If the Council should be averse to that course, he for one should wish that it would postpone going into Committee on this Bill until Saturday next at least, in order that he might have an opportunity of thoroughly acquainting himself with the contents of the Petition which had been read to-day. For it was almost impossible that any benefit could be derived, in going through the Bill in Committee, from hearing such a Petition read at the table.

He, therefore, moved as an amendment that the consideration of this Bill be postponed until the Bill "to improve the law relating to sales of land for arrears of revenue in the Bengal Presidency" should have been considered. If this course were adopted, the Council would know whether the same rules which might be made applicable to under-tenures in respect of sales for arrears of revenue, ought also to be made applicable to sales of under-tenures for arrears of rent.

MR. CURRIE said that, from some remarks which had been made on the subject of this Bill, he found that a misapprehension existed as to the effect which it would have on Regulation VIII. 1819. It seemed necessary, therefore, to explain that it had, in fact, no connection with it. The Preamble spoke of "sales of under-tenures in satisfaction of summary decrees for arrears of rent." Regulation VIII of 1819 contained no provision respecting summary decrees for arrears of rent. Under that Regulation, tenures of a particular kind, upon which arrears of rent were due, were sold at the instance of the zemindar without any decree. Then, of sales "for the recovery of arrears of rent in Mehals under the immediate management of the Officers of Government." The sale process prescribed in Regulation VIII of 1819 had reference only to estates in the possession of zemindars. Then, of sales "for the recovery of arrears of revenue, or other demands recoverable as arrears of revenue." Regulation VIII of 1819 provided only for the recovery of rents due to zemindars. The arrears of revenue, or

other demands recoverable as such, here spoken of, were not arrears either of revenue or rent due from the under-tenures, but arrears of revenue, it might be, remaining due to Government after sale of the estate upon which they had accrued, or demands on account of forfeited securities, or other similar claims. It was necessary to provide in this Bill a process for sales of under-tenures in satisfaction of such demands, for this reason, that the Sale Law (Act I of 1845) was applicable, not to under-tenures, but only to estates. It would be seen therefore that this Bill in no way touched Regulation VIII of 1819.

He had very little to say in reply to what had fallen from the Honorable and learned Chief Justice. He entirely concurred in the reasons which the Honorable and learned Gentleman had assigned for not delaying the progress of this Bill, and acknowledged the consideration which he had shown in respect to it.

He (Mr. Currie) had said, that he was prepared to show, if necessary, that the Petition presented to-day was not relevant to the subject-matter of this Bill, and he should now endeavor to do so. The Petition proposed to make an important change in the substantive law respecting putnee talooks, and tenures subordinate to putnees. Now, this Bill did not meddle with the substantive law at all, either with respect to putnees, or any other tenures. It was merely a law of procedure.

Again; the main object of the prayer of the Petition was, that Regulation VIII of 1819 should be amended. But this Bill, as he had endeavored to show, did not in any way affect that Regulation. He had said, that it was exclusively a law of procedure. He admitted that, when he originally drafted the Bill, he did not intend to make it so. He had not, indeed, proposed to adopt, with respect to putnees and their subordinate talooks, the course which the Honorable and learned Chief Justice contended for: there was an express law for those tenures, which had been in force for the last forty years, and which had been framed as nearly as possible in accordance with the previously existing practice, and he had thought that it would be inexpedient to interfere with it. Upon the question of the desirableness of giving protection to tenures for which no express law existed, he did not propose to enter now. It was one of very great difficulty. But he might state that originally he had intended to introduce into the Bill clauses very similar to those suggested in the Petition read to-day. In

some parts of the country, and with respect to some classes of tenures, the actual practice accorded pretty nearly with the provisions of those clauses; but in other parts of the country, there were tenures of other descriptions as to which a totally different practice prevailed; and, considering the imperfect knowledge that we had on the subject, he had thought that it would be unsafe and inexpedient to legislate in one uniform mode for all, and therefore he had, though reluctantly, determined to drop those provisions altogether, and make the Bill one merely of procedure. As a rule of procedure the Bill was complete, and he saw no reason for postponing its consideration.

The amendment having been proposed—

SIR JAMES COLVILE said, he had omitted to state that, among the reasons which disposed him not to press for the introduction of the clauses proposed by Captain Craufurd, was the fact that it was still a moot question what the protection to be given to under-tenants in respect of sales for arrears of Government revenue would be; and he thought it desirable that, whatever that protection might be, the protection to be given to under-tenants in respect of sales of under-tenures for arrears of rent should be the same as far as possible.

He now perceived that there was another reason for not inserting the clauses proposed. When he first read the Bill, he was in some confusion as to the effect it would have on putnee talooks. He found, however, upon the explanation given by the Honorable Member opposite (Mr. Currie), and upon reference to Regulation VIII of 1819, that it would not affect putnee talooks excepting where there was a summary decree for the sale of them. The zemindar might still proceed to sell the talook of a defaulting Putneedar without a decree, and in the manner prescribed by the Regulation.

With respect to the question of the postponement of this Bill until the whole question of the position and liability of under-tenures was finally determined, he still felt that, though it was always desirable to legislate on every subject as far as was possible as a whole, it was inexpedient to delay the passing of this Bill, which did not include all under-tenures; which proposed to remedy an admitted evil; and which, after publication, had not met with any objection, except those made to-day by the Petition.

He would only add, with reference to some observations of the Honorable and learned Member opposite (Mr. Peacock),

that the Resolutions of which he proposed to give notice, were two—the first would raise the general question whether or not the same degree of protection which the law might hereafter give to under-tenants in respect of sales for arrears of Government revenue should, as far as possible, be given to under-tenants in respect of sales for arrears of rent; the second motion would be, that the Petition read to-day be referred to the Select Committee on the Bill “to improve the law relating to sales of land for arrears of revenue in the Bengal Presidency,” with instructions to them to consider what measures, if any, should be adopted to give effect to its general object.

MR. PEACOCK'S amendment was then put, and negatived.

The original motion that the Council resolve itself into a Committee was carried.

Section I was passed.

Section II provided that under-tenures might be sold at any time of the year.

MR. PEACOCK said, the Select Committee had stated in their Report that they had inserted some words in this Section to prevent the commencement of suits after the passing of this Act to set aside sales of under-tenures made before the passing of the Act, on the ground of such sales having been effected before the close of the year during which default was made. But it appeared to him that the words inserted would not have this effect. The Section, as it now stood, said:—

“after the passing of this Act, no suit shall be entertained to set aside or reverse the sale of an under-tenure which may have been made previously to the passing of this Act, &c.”

This, as he understood it, would mean that no such suit should be entertained whether it were commenced after the passing of the Act, or before it. To make the meaning clear, he should move, as an amendment, that the words “no suit shall be commenced” be inserted after the word “and” and before the word “after” in the 12th line of the Section.

Agreed to.

He should next move that the words “no suit shall be entertained” be left out of the 13th line of the Section.

Agreed to.

The Section was then passed.

Sections III to VI were passed.

Section VII prescribed the mode of conducting sales of under-tenures under the Act.

SIR JAMES COLVILLE said, the Section provided that a deposit of 15 per cent. should be paid down immediately, if required.

Sir James Colville

That was perfectly right. But it proceeded to say that the balance of the purchase-money should be paid before noon of the eighth day from sale, or, if the eighth day be a Sunday or other close holiday, of the first office day after the eighth. He was informed that great inconvenience was experienced in consequence of the shortness of the period here allowed. The difficulty in making remittances in this country was so great, that a person in Calcutta wishing to bid for an under-tenure that was to be put up for sale at Rungpore, or even so near Calcutta as Moorshedabad, was obliged to remit the whole amount which he meant to bid in order to insure that, if he became the purchaser, the money would be forthcoming on the eighth day. It might happen, however, that the under-tenure was sold for a higher sum than he was prepared to give; and then, he had the expense and trouble of getting the whole sum remitted back again. He admitted that the time allowed for completing the purchase ought not to be too long, because the zemindar was entitled to recover his dues within a reasonable period, especially with reference to his own liability for the Government revenue. But he (Sir James Colville) observed that, under this Bill, the Board of Revenue had the power of fixing the periods at which sales of under-tenures for arrears of rent should be held; and it might, of course, fix them with reference to the periods appointed for sales for arrears of Government revenue, so as to give zemindars a fair chance of obtaining their money in time to pay the Government revenue. He (Sir James Colville) should propose that the word “twenty-one” be substituted for the word “eight” in the Section. He did not know whether that would be deemed by the Honorable Member opposite (Mr. Currie) too long a period; but he should raise the question by moving that amendment.

MR. CURRIE said, the Honorable and learned Chief Justice had rightly surmised the reason for which the time for completing the purchase was limited. The precise period of eight days was taken, because it was the term prescribed in Regulation VII of 1819; and, as he had said in his Statement of Objects and Reasons, he had thought it advisable to follow as closely as possible the course of procedure prescribed by that law, in order to prevent confusion and mistake. No formal objection had been made against this limitation of time since the publication of the Bill; but, if the Council thought that eight days was too short a

period, he was not aware of any objection to extending the time, say to fifteen days. Twenty-one days he thought too long a period. It was true that thirty days were allowed in the case of the sale of estates; but there was a considerable difference between sales of estates and sales of under-tenures.

SIR JAMES COLVILE substituted "fifteen" for "twenty-one" in his amendment, which was then agreed to.

The same amendment was made in subsequent parts of the Section.

MR. PEACOCK said, there appeared to be some confusion in several parts of the Section. The Section said:—

"The tenure shall be sold to the highest bidder, and the person who shall be declared the purchaser, shall be required to deposit immediately, or as soon after the conclusion of the sale as the Collector or other Officer as aforesaid, may think necessary, 15 per centum of the purchase-money in cash, Bank of Bengal Notes, or Government Securities; and, in default of such deposit, the tenure shall forthwith be put up again and sold. The remainder of the purchase-money shall be paid before noon of the eighth day from the day of sale, or, if the eighth day be a Sunday, or other close holiday, of the first day after the eighth; and in default of payment within the prescribed period, then, and afterwards as often as such default shall occur, the deposit shall be forfeited to Government, and the tenure shall be re-sold."

The default spoken of here was the non-payment of the balance of the purchase-money bid at the first sale; but the words "then, and afterwards as often as such default shall occur," were clearly inapplicable, because there could be but one such default. He believed the intention was to provide that, in every case of a tenure being put up for re-sale, the deposit of 15 per cent. made by the highest bidder at such sale, should be forfeited if the remainder of the purchase-money were not paid within the time prescribed. But the Section could not be construed to mean this as it was now worded.

MR. CURRIE said, the words of the Section had been adopted from a Section in Act I of 1845. He remembered the drawing up of that Section very well, and he knew that its object was what the Honorable and learned Member had surmised the object of the Section in this Bill to be—namely, to provide against default in the payment of the balance of purchase-money in cases of re-sale.

MR. PEACOCK moved, as an amendment, that the words "then, and afterwards as often as such default shall occur," be left out of the Section.

Agreed to.

MR. PEACOCK said, he had now an amendment to propose in a later part of the Section. It said

"and in the event of the proceeds of the sale which may eventually be consummated being less than the price bid by the defaulting bidder aforesaid, the difference shall be leviable from him by any process authorized for realizing an arrear of public revenue, and it shall be so levied and credited to the proprietor of the tenure sold."

That might in some cases be right, and in some cases wrong. If the consummated sale should produce less than the arrears due, the difference between the amount produced and the amount of the defaulter's bid ought to go to the credit, not of the proprietor of the tenure sold, but of the person for whose benefit the sale was made, to the extent of his claim. Suppose that a tenure was put up for sale for arrears of rent to the amount of Rupees 10,000; that the highest bidder offered Rupees 10,000, and made default in payment of the purchase-money; and that the tenure was put up for sale again, and purchased by another for Rupees 8,000: to whom should the difference between the Rupees 10,000 and the Rupees 8,000 go? He thought that it should go to the person for whose benefit the sale had been made—for he would be the loser—and not to the proprietor of the tenure. It was only when the consummated sale realized more than the debt that the difference should go to the proprietor; because, in that case, he would be the only person injured by reason of the first sale not having been completed.

He (Mr. Peacock) should, therefore, propose the necessary amendment.

MR. CURRIE said, he did not think it material to make the alteration proposed, because, if a tenure did not realize the full amount of the arrear for which the sale was made, the balance remained due to the zemindar by the original proprietor; and therefore, if the Section merely declared that the difference between the proceeds of the consummated sale and the first bid should be credited to the original proprietor, the money so credited could at once be attached by the zemindar.

MR. GRANT observed, it would also be liable to attachment by other creditors of the proprietor for his general debts.

After some further conversation, in the course of which Sir James Colvile asked whether the words of the Section "shall be credited to the proprietor of the tenure sold" would mean that the proprietor might draw the money from

the hands of the Collector, the intended amendment was not moved.

MR. PEACOCK said, the Section next provided as follows :—

“ and if default of payment of purchase-money shall have occurred more than once, the defaulting bidders shall be held jointly and severally responsible for such difference to the extent of the amount of their respective bids.”

What “ difference ” would that be ? The difference between the proceeds of the consummated sale and the amount of the first bid, or the difference between the proceeds of the consummated sale and each defaulting bidder’s own bid ?

MR. CURRIE said, the Section was intended to mean this. Suppose that a tenure were put up for sale twice in consequence of the bidders failing to complete their purchase, the bid on the first occasion being Rupees 1,000, and on the second Rupees 750, and that it was put up a third time and sold for Rupees 500. In that case, the first and second bidders would be jointly and severally liable for Rupees 250, being the difference between the second and third bids, and the first bidder would alone be liable for another Rupees 250 being the difference between his own and the second bid.

MR. PEACOCK said, he did not think that the wording of the Section would support that construction. Both defaulters, as the Section stood, were to be jointly and severally liable for the same thing : namely, “ such difference ”—whatever those words were intended to mean. Suppose, for example, that a tenure was put up for sale for arrears of rent amounting to Rupees 10,000, and that A. bid that sum for it, but failed to complete the purchase ; that the property was put up again, and B bid Rupees 8,000, but also failed to complete the purchase ; and that it was then put up a third time, and sold to C. for Rupees 4,000. What were A. and B. to be jointly and severally liable for ? Were they both to be jointly and severally liable for the difference between the amount of the proceeds of the consummated sale and the amount of A’s bid—which would be Rupees 6,000—or were they, in addition to that, to be liable for the difference between the proceeds of the consummated sale and the amount of B’s bid—which would be Rupees 4,000 more ? A ought not to be liable for the difference between his own bid and the proceeds of the consummated sale, and also jointly liable with B for the difference between B’s bid and those proceeds ;

nor ought B to be liable for the non-completion of A’s purchase. A. and B. should each be liable for the damage sustained by reason of his not completing the purchase in conformity with his bid.

He (Mr. Peacock), therefore, thought that the words “ jointly and severally ” ought to be left out of the Section.

SIR JAMES COLVILE asked, since each bidder would make a separate default, why should there be a joint liability in respect of it ?

MR. CURRIE said, he fully admitted that the Section—which had been taken from an Act that had been some years in force—was not by any means accurately worded, and he thought it would be much better if the Council would allow it to be postponed, in order that it might be re-cast.

Agreed to.

Section VIII was passed after an amendment rendered necessary by the alteration introduced into Section VII on the motion of Sir James Colvile.

Section IX was passed after an amendment.

MR. PEACOCK asked, if there should not be some Clause in this Section for putting the purchaser of a tenure into possession. He believed there was such a provision in the other Revenue Acts.

MR. CURRIE said, the reason why a Section for that purpose had not been inserted in this Bill was, that there was no provision of the kind in the Sale Law.

MR. PEACOCK said, he thought Captain Craufurd’s proposition on this point a good one—namely, that the surplus proceeds of the sale of an under-tenure should be held in deposit by the Collector of the District until the late proprietor should obtain a certificate from the authorities that the purchaser had obtained peaceable possession.

SIR JAMES COLVILE said, as the Bill must be re-committed, he would suggest that the consideration of this question be postponed.

MR. CURRIE said, there was inconvenience in introducing important alterations into a Bill at this stage. In the present instance, the Bill had been considered and commented on by the Board of Revenue, and they had suggested no such provision. However, he would not oppose the adoption of the course suggested ; but would merely say that, if the addition proposed was to be made, it would be better to make it by a separate Section.

The further consideration of the question was postponed.

Section X provided that the certified purchaser of an under-tenure should not be ousted on the plea of having made the purchase *benamée*.

SIR JAMES COLVILE said, he did not quite understand what was intended by this Section. When he first read it, he thought that it went too far. As he understood it, the object was to check *benamée* purchases, by providing that the person who gave his name should alone be considered the purchaser, and that no suit should lie to enforce a secret trust against him. But the motion was not limited to actions brought by a person who claimed to be the real as distinguished from the nominal purchaser, or to those who claimed through such persons. A former Section made any sale irregular at which a defaulting under-tenant should bid—at least, it deprived him of the right to bid directly. If a defaulter should bid through another, that ought also to be questioned. He should not be allowed to do that indirectly which the law forbade him to do directly. If this Section was intended merely to prevent the person who bought in the name of another from bringing a suit to oust the person in whose name he bought, its meaning would be made more clear if the following words were added to it:—"by any person claiming to have been the real purchaser, or deriving title through such real purchaser."

MR. CURRIE said, the old Sale Law—Regulation XI of 1822—contained a direct provision against *benamée* purchases. When that law was revised in 1841, a Section like the one now before the Council was substituted for it, experience of the working of the old law having led to the belief that it would be better to discourage *benamée* purchases by placing the *benamée* purchaser entirely at the mercy of his agent, than to provide against them by an express enactment.

MR. GRANT said, he believed another reason for altering the law in 1841 had been to secure and quiet certified purchasers in their possession. Under the provision of the old law, if a person bought property at a public sale, he used to be liable to an unlimited number of suits founded on the allegation that the purchase had been *benamée*; and it was to relieve certified purchasers from this evil, and to secure them in quiet possession, that the existing provision had been substituted by the Act of 1841. He be-

lieved it had been found in practice to work very well; and he should be sorry if it were altered—at least without much consideration.

SIR ARTHUR BULLER said, he presumed this Clause was intended to catch the defaulter in case he should bid for and purchase the under-tenure *benamée*, by leaving him without remedy against the party whose name was used. That might be very useful if the *benamée* purchaser were always disposed to turn round upon the defaulter and cheat him; but it would be of no effect in the case—which, no doubt, was of very common occurrence—where the *benamée* purchaser was disposed to remain faithful to the purchaser, and to hold the estate either entirely for his benefit, or to go shares with him in the profits. In such a case, the defaulter would never desire to institute proceedings against the purchaser; and, in despite of the provision of this Section, would be left in full enjoyment of the purchase.

MR. CURRIE asked if there would be any great harm in a defaulter purchasing?

SIR JAMES COLVILE said, it seemed to him there would be very great harm. If a defaulter was capable of buying his tenure, he was capable of paying his rent; and his only presumable object in not paying it would be a fraudulent design to destroy, by means of a sale for arrears of rent, the under-tenures.

After some conversation, Sir James Colvile said, he found that there was an old Regulation which provided means for setting aside a sale if, at any time, it was discovered that the defaulting under-tenant was the purchaser. But that had been repealed by Act XII of 1841, and he was told that this had been done after full consideration, and upon what was deemed sufficient grounds. He still thought the principle of the old law a sound one; but he should not press his amendment.

The Section was then passed as it stood. Sections XI and XII were passed.

The Council then resumed its sitting.

REPORTERS FOR THE PUBLIC PRESS.

MR. PEACOCK moved that the Standing Order, proposed by the Standing Orders Committee, for the admission of Reporters for the Public Press, be adopted.

Agreed to.

PETTY OFFENDERS AND WITNESSES.

MR. ALLEN moved that the Bill "for enforcing the attendance of petty offenders and

witnesses" be referred to a Select Committee consisting of Mr. Currie, Sir Arthur Buller, and the Mover.

Agreed to.

PROTECTION OF UNDER-TENANTS.

SIR JAMES COLVILE moved that the Petition from Captain Craufurd read to-day, be printed.

Agreed to.

SIR JAMES COLVILE gave notice that, on Saturday next, he would move the following Resolutions:—

First.—That, in the opinion of this Council, the same protection which shall by law be given to under-tenants against the consequences of a sale for arrears of Government revenue, ought, as far as is possible, to be given to under-tenants against the consequences of a sale of a Patnee talook or other saleable tenure for arrears of rent.

Secondly.—That the Petition of Captain Craufurd, presented on the 10th of May, be referred to the Select Committee on the Bill "to improve the law relating to sales of land for arrears of revenue in the Bengal Presidency," with an instruction to consider the propriety of protecting under-tenants against the consequences of a sale for arrears of rent, either by the incorporation of proper Clauses into that Bill, or by a separate measure; and to prepare the Clauses or Bill necessary for that purpose.

REVENUES OF CALCUTTA.

MR. CURRIE moved that the Bill "relating to the administration of the Public Revenues in the town of Calcutta" be referred to a Select Committee, consisting of Mr. Elliott, Mr. Allen, and the Mover.

Agreed to.

EMIGRATION.

MR. GRANT moved that a communication received from the Colonial Secretary at the Cape of Good Hope respecting the emigration of laborers from India to Natal, which had been reported to the Council on the 12th ultimo, be printed.

Agreed to.

The Council adjourned.

Saturday, May 17, 1856.

PRESENT:

The Honorable J. A. Dorin, *Vice-President*, in the Chair.

Hon. Sir J. W. Colvile, Hon. B. Peacock,
His Excellency the Com- D. Elliott, Esq.,
mandar-in-Chief, C. Allen, Esq. and
Hon. J. P. Grant, Hon. Sir A. W. Buller.

MARRIAGE OF HINDOO WIDOWS.

THE CLERK presented the following Petitions:—

A Petition of inhabitants of Pubna against the Bill "to remove all legal obstacles to the Marriage of Hindoo Widows."

A Petition of certain Natives of India against the same Bill.

Two Petitions of inhabitants of Dacca against the same Bill.

Two Petitions of inhabitants of Orissa against the same Bill.

A Petition of inhabitants of Rutoagherry against the same Bill.

A Petition of inhabitants of Rutoagherry in favor of the same Bill.

A Petition of inhabitants of Sattara in favor of the same Bill.

A Petition of inhabitants of Rungpore in favor of the same Bill.

A Petition of certain Natives of India in favor of the same Bill.

SIR JAMES COLVILE moved that the above Petitions be printed.

Agreed to.

BOMBAY MUNICIPAL TAXES.

THE CLERK also presented a Petition from the Justices in Sessions at Bombay stating that, owing to a deficiency in the Municipal Funds, arising mainly from the failure of the shop-and-stall tax, means were wanting for proceeding with public works, the suspension of which was a great inconvenience, and praying that the Council would take these circumstances into its earliest consideration, and pass the two Draft Acts to amend the Law relating to the municipal taxes at Bombay, or at least to substitute an occupation rate for the shop-and-stall tax.

MR. ALLEN moved that the above Petition be printed.

Agreed to.

RETURN OF NATIVE MENIAL SERVANTS, &c., FROM GREAT BRITAIN TO INDIA.

THE CLERK reported to the Council that he had received by transfer from the Secretary to the Government of India in the Home Department, papers relative to the necessity of passing an Act to enable the East India Company to indemnify themselves in respect of the liability imposed upon them by the Merchant Shipping Act Amendment Act 1855, to provide for the relief of persons (menial servants and others), natives of the territories under the Government of the Company, who may be found destitute in the United Kingdom.