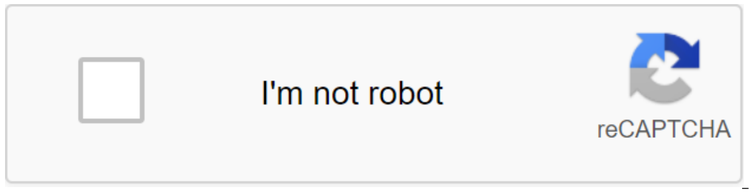
Bengal tenancy act 1885 pdf



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The Bengal Lease Act 1885 was the adoption of the Bengali Government, which defines the natural rights and obligations of the zamindars and tenants in response to widespread peasant discontent that threatens the stability of the colonial system of government. The permanent settlement granted absolute rights to landowners, but did not keep quiet about the rights of tenants, although it vaguely recognized their usual rights. With population growth and rising agricultural prices in the nineteenth century, demand for land increased. As a result, the mine as a rule increases rents. Raiyats (tenants) refused to accept zamindari the right to increase the rent for pargana nirikh (tariff) set by custom. As absolute owners of the land, the zamindars are not inclined to recognize such ordinary rights. Another very important factor that contributed to the deterioration of relations between the zamindars and the tenants was the emergence of the middle class, ignoring the rules of the Permanent Settlement. Madhyaswatvas or intermediate interests acquired their rights through purchase. There were no madhyaswatva (subinfedation) in the statute book. The courts have made conflicting decisions regarding the rights and obligations of the intermediate classes as well as peasants. The functioning of the Permanent Settlement and the growth of commercial crops led to the growth of a wealthy peasantry, which was quite close to the landed class in wealth and social influence, but their land rights were not very clear in accordance with the laws of the Permanent Settlement. The government tried to accommodate this class by enacting the rent act of 1859. But the discontent of the peasantry did not subside. Since the middle of the nineteenth century, peasant resistance movements have gained an alarming share. In the 1870s, the relationship between landlord and tenant deteriorated to such an end in almost all areas, especially in the jute districts of eastern Bengal, that peasant iota or combinations were formed to counter zemindari's attempts to undermine their usual land rights. The Rent Commission was established in 1880 to contain the situation and take the necessary steps to improve the relationship between landlords and tenants. In the light of the recommendations and comments of the Leasing Commission, the Legislative Council of Bengal passed Act III of 1885. This law is widely known in the legal circle as the Bengal Lease Act. The law defines the rights and obligations of interim leases and leases of raiyati. However, lower rents, such as kurfa, barga, chakran, nankar, karsha and so on, were still uncertain. The Act also introduced rules for conducting a detailed survey and settlement of all holdings and their owners so that a reliable record of rights could be prepared for various interests on the ground, from zamindar to ordinary districts. Bengal lease The 1928 law was passed by the Bengali Legislative Council in response to the demands of the sub-districts. Although the rights of the sedentary districts were clearly defined, the rights of the under-districts remained vaguely defined by the Bengal Lease Act of 1885. The various brands (barhadars, karshadars, kurfas and dhankarari raiyat) were cultivated not on a regular basis, but on a temporary and competitive basis. Given the abundance of land at the time, they could cultivate the land, according to negotiations, at much lower rents than settled employment raiyats. This variety of competitive paradises is usually known as sub-districts, and their relative position was not too bad until the landowner's diet was in favor of the individual. However, with population growth by the end of the nineteenth century, especially since the beginning of the twentieth century, the pressure on the land has increased significantly. The downward trend in the turn of the economy of the under-goods was getting worse due to the lack of land and the phenomenal growth in demand for rental housing for them. With the introduction of electoral policy in accordance with the Constitutional Reforms Act of 1919, elected representatives in the council began to actively talk about the rights of the sub-districts. After the rise of the communist movement in Bengal, public opinion became increasingly critical of the status of the sub-districts, which constituted the main segment of the Bengali peasantry. In response to the demands of various peasant organizations and political parties, the Government of Bengal introduced a rent (amendment) bill to the Council. She proposed to grant land rights to those non-doraits who had been in permanent possession of their land for more than twelve years. It also offered to grant rights to shareholders who had long owned the land. The bill was strongly opposed by the interests in the legislature, but it was supported by the pro-peasant parties, including Muslim members. The council passed the bill into law, with a number of amendments that virtually defeated the bill's goals. Under the Act, a non-natural land plot, for a continuous twelve years, was granted the right to own land at regular payment of competitive rents. Landowners reserve the right to increase the rent of such districts at will and evict them for non-payment of valid fees. Consequently, the 1928 Lease (Amendment) Act of Bengal remained in the report only as a political document, without giving any material advantage to the sub-districts. The Ministry of ak fazlul huq (1935-42) tried to atone for the weakness of the law, to enact the Rent Act 1938 (amendment). (Sirajul Islam) This article has a few problems. Please help improve it or discuss these issues on the discussion page. (Learn how and when to delete these message templates) This article needs to check. Please help improve this article by adding quotes to reliable sources. Non-sources of materials can be challenged and removed. Find sources: Bengal Rent Act 1885 - News newspaper book scientist JSTOR (July 2012) (Find out how and when to delete this template message) This article includes a list of links related to reading or external links, but its sources remain unclear because there are no links. Please help improve this article by entering more accurate quotes. (April 2013) (Learn how and when to delete this template message) (Learn how and when to remove this template message) the Bengal Lease Act of 1885 was passed by the Bengali government, which defined the rights of the zamindars (overlords) and their tenants in response to a widespread peasant uprising. The background of the eighteenth century Permanent settlement of 1793 gave absolute rights to the zamindars, who were hereditary landowners and ruled as such, but the rights of the tenants were not determined. Over time, in the nineteenth century, demand for land increased, and the Lords increased rents and land revenues. Raiyots (tenants) refused to accept zamindari rent increases beyond the usual rates. During this period there was also an increase in the number of low-skilled nobles (Chowdhury and Talukdarov), whose existence does not fall under the laws of permanent settlement. Madhyaswatvas, as they were called (literally subinfeodation), obtained their rights through purchase, not inheritance, as the Lords. The government tried to adapt this class, in 1859 to put into effect the Rent Act. But questions remained. Nineteenth-century uprisings, such as those in Pabs, caused great problems. The Lease Commission of the Legislative Council of Bengal therefore passed the third law of 1885. Cm. also the Permanent Settlement Rules 1793 East Bengal Public Procurement and Lease Act 1950 asian Society of Bangladesh Links Islam, Sirajul (2012). The Bengal Lease Act 1885. In Islam, Sirajul; Jamal, Ahmed A. Banglapedia: National Encyclopedia of Bangladesh (Second ed.). Bangladesh Asian Society. The full text of the External Relations Act at Archive.org Retrieved from (1885) 1885 PASSED BY THE GOVERNOR-GENERAL OF INDIA IN COUNCIL (received the consent of the Governor-General on March 14, 1885) The Act on amending and consolidating certain laws relating to the landlord and tenant's law in the territories under the control of the Vice-Governor of Bengali. while it is appropriate to amend and enshrine some legislation relating to the landlord and tenant law in the territories under the authority of the Deputy Governor of Bengal; It is now adopted as follows: The rental law is not a full code even with respect to the landlord's and tenant's law. 6 C. L. J. 273 (see 290) ; II K.W.N., 983 (see 996) F.B., Kripa Sindhu Mukherjee vs. Annada Sundari Debi. Per Mukherjee J. 1. (1) This law can be called the Bengal Lease Act, 1885. (2) It must come into force on such a day (here it is called the beginning of this law) as the local government, with the previous sanction of the Governor-General in the Council, can, by notification in the local official gazette, appoint on this behalf. (3) It extends its own operation to all fur territory being administered by the Deputy Governor of Bengal, except the city of Kolkata, any district is a municipality under the provisions of the Bengal Municipal Law, 1884, or part of it, and is stated in the notice on that behalf on behalf of the local government, the Orissa Division, and the planned areas specified in the third part of the Schedule of the Regular Districts Act 1874; and the local government may, with the previous authorization of the Governor-General in the Council, by notifying the local official gazette, extend all or any part of the act to the Orissa Division or any part of it. Explanation.- The words City of Kolkata mean, subject to the exclusion or inclusion of any local area by notification under section 637 of the Calcutta Municipal Law of 1899, the area described in Schedule I of this Act. The subsection (I) was extended to Chota Nagpur, with the exception of the Manbhum area (Not., Feby. 9th, 1903). At present however Chota Nagpur has a separate lease act of its : Act VI 1908 b.C. Words in heavy brackets in the subsection (3) and explanations were added c. 3, Act I, B. C., 1907. For obvious reasons, the Explanation was excluded from East Bengal and Assam Act I of 1908. The time of the Act began.- The Act came into force on November 1, 1885 (see notice of September 4, 1885, published in Kolkata on September 9, 1885). Under Act XX of 1885, section 61-64, both inclusive and Chapter XII of the Act, with the exception of provisions such as the granting of rule-ration powers, was rescheduled until 1 February 1886. Sections 61-64 relate to the collateral of rent and the provisions of Chapter XII to for unpreparedness. Act XX 1885 was repealed by the Repeal and Amendment Act 1891 (Act XII of 1891). Amendments to the Act - The Act was amended by Act VIII of 1886 (received the Governor-General's consent on March 8, 1886), which slightly amended Sections 12 and 13 of the Act, under Act V, B.C., 1894 (received the governor-general's consent on August 22, 1894), which made certain changes to Chapter X of the Law, under the Bengali Rent Act III, B.C., year, year, Governor-General's consent on 3 May, 1898 and came into force on 2 November 1898, on the date of its first publication in the Calcutta Gazette), which repealed Act V, B. C., 1894 and completely reconstructed Chapter X, and changed the provisions of sections 30, 31, 39, 52 and 119 of the Act, as well as the Bengal Lease Act (Amendment) , 1907, I, B. C., 1907 that made very extensive changes to the Act (received the consent of the Governor-General and came into force on May 11, 1907). These latter provisions were adopted with some modifications to East Bengal and Assam by Act I of 1908, which was passed on 4 May 1908 and received the consent of the Governor-General on 25 May 1908. The provisions of these amendments to the Act are noted in the notes to the sections affected by them. The Calcutta Rent Act.- In the city of Kolkata, the landlord-tenant relationship is governed by the Indian Contract Act (IX of 1872) as far as they are applicable. If they are not applicable, then, according to Article 17 21 Geo. III, c. 70, all issues of the treaty and the transaction between the party and the party are determined in the case of the Mahomedanov, the laws and customs of the Magomed, and in the case of Gentus (Hindus) by the laws and customs of Ghent; and where only one of the parties should be Mahomedan or Genta, according to the laws and customs of the defendant. If the provisions of the Contract Act are not applicable and the parties are English, then the law (Madhub Chandra Paramanik v) will apply to England's common law. Raj Kumar Das, 14 B. L. R., 76; 22 W. R., 370; Rasik Lal Madak vs. Loknath Karmakar, 5 Calc., 688; 5 K.L.R., 492; Jagar Mohini Dasi vs. Dwarkanath Basak, 8 Calc., 582). The section (I) explanation was added by Act I, B.C., 1907 in connection with the ordinance (Biraj Mohini Dasi v. Gopeswar Mallik, 27 Calc., 202), which established that residency rights could be accrued in areas that were incorporated into the city of Kolkata after the adoption of the Bengal Lease Act, 1885. It was considered undesirable that the Act could have any application to the city of Kolkata, as

it was currently being drafted, or as it might subsequently be established under any extension or change of its borders. Existing rights and obligations are retained under section (2) added to Section 19 under Act 1, British Columbia, 1907 and east Bengal Act I, E. B. C., 1908. Any district is a municipality.- Words of any area constitute a municipality in accordance with the provisions of the Bengal Municipal Act of 1884 or parts of it, and the local government specified in the notice on that behalf were included in Act I, B.C., 1907, in West Bengal and in accordance with Law I, E. B. C., 1908 in East Bengal and Assam. The Committee's report on the bill The provisions of the Act are intended to apply to agricultural areas and are not suitable for municipalities or their parts, which are mostly urban in nature. We believe that the Government should have the right to withdraw from the Municipal Urban Areas Act by notification when it is granted a request for such an exemption. We believe that the act of this law should not be withdrawn from any area until a record of the rights in force in this area is made. Existing rights and responsibilities are retained through additions to section 19. Bengal Lease Act.- Areas that are under the Indian government notice Nos. 2832 and 2833 of September 1, 1905, (see Herald of India, September 2, 1905, Pt. I, p. 636) from October 16, 1905, made up of the provinces of Bengal are Burdwan, Birbhum, Bankura, Midnapore, Hooghly, Howrah, 24 Parganas, Nadia, Murshidabad, Jessor, Hulna, Paina, Shahabad, Saran, Champaran, Mozafpurfar, Darbhanga, Mongyr Purnea, Darjeeling, Sontal Parganas, Kattak, Balasore, Angul and Hondmals, Puri, Sambalpur, Hazarabah, Ranchi, Palamau, Manbhum and Singhbhum. The Bengal Lease Act is in force in all these districts, except as a case for later. No part of this law applies in Darjeeling, Sambalpur and Angula. Parts of the Act were extended to Kattak, Puri and Balasore and parts of Manbhum County. Section 56, Section 58, sub-parts (1) and (3) and section 84 are in effect only in Sontal Parganas. The Orissa Lease Act.- The division of Orissa now consists of the districts of Kattak, Puri, Balasare, Angul and Sambalpur. The latter two are the plans of the districts. In Kattak, Puri and Balasore, Act X of 1859 and its amendment laws VI, B. C., 1862 and IV, B. C., 1867 are still relevant (see Sadanand Mahanti v. Nauratan Mahanti, 16 W. R., 289; 8 B. L. R., 280). But on notice, dated September 10, 1891, published in the Kolkata Gazette of September 16, 1891, Part I, Page 839 of the Vice-Governor of Bengal with the previous authorization of the Governor-General in the Council distributed the following parts of the Bengal Lease Act in Orissa: -Chapter X and Sections 3 to 5, 19 to 26, 41 to 49, 53 to 75 , and 191. Similarly, in notice No. 2448 L.R., dated 27 June 1892, published in Calcutta on 29 June 1892, Part I, p. 673, the following sections of the Act were extended to Orissa: - Sections 27 - 38 and 80. Again, in notice 115, L.R., dated January 5, 1893, published in the Calcutta newspaper of January 11, 1893, Part I, page 20, sections 189 and 190 were distributed to Orissa. In notice 99, L.R., dated January 7, 1896, published in the Calcutta newspaper of January 8, 1896 I, page 28, section 39 provisions were extended to Orissa. In accordance with Notice 971 T. R. of 17 October 1896, published in Kolkata on 21 October 1896, Part I, page 1081, sections 7, 40, 52 and 192 were introduced in Orissa. At 292, L.R., dated January 18, 1893, published in the Calcutta newspaper of 25 January 1893, Part I, page 59, the rules issued and approved under sections 189 and 190 of the Rent Act, were declared in force in Orissa because they relate to sections of the Bengal Lease Act, which were enacted in Orissa because they belong to sections of the Bengal Lease Act, which are declared in force in Orissa because they fall into section of the Bengal Lease Act. that were declared in force in Orissa because they relate to sections of the Bengal Lease Act that have been declared in force. , or maybe extends to this division (see also The Council Settlement Guide, 1908, Part I, h.2, Rule 7, p.3). Notice No. 957 T.R., dated 5 November 1898, published in Kolkata on 9 November 1898, Part I, page 1156A, provisions of the Lease (Amendment) Act of Bengal, III, B.C., 1898 were extended to the separation of Orissa. In notice 620 L.R., dated 27 January 1906, published in the Calcutta newspaper of 7 February 1906, Part I, page 176, sections 93-103 of this law were extended to the districts of Kattak, Puri and Balasare in the Orissa Division. On notice 1816, T.R., dated August 21, 1906, published in Kolkata, august 29, 1906, Part I, page 1658, Chapter XI, and in Notice No. 20, L.R., dated January 3, 1907, published in the Calcutta Gazette of January 9, 1907, Part I, p. 54, the provisions of Chapter XI of the Act were extended to the areas of Katt, Puri and Balasare in the division of Oris. Under the provisions of section 3, paragraph (2), of this law, so much of Act X and its amendments to Laws VI, B. C, 1862, and IV, BC, 1867, which is incompatible with sections of the Bengal Lease Act that have been extended to Orissa, are repealed. Other parts of Act X, etc., which do not contradict these sections, continue to operate. The laws, in force in the Ingul mahalla, which is a planned district, are detailed in the graph of Regulation 1894, the Ingul District Regulation published in the Governor's Herald of India on January 13, 1894, Part I, p. 17. Neither The Act X of 1859 nor any Rental Act is mentioned in the graph of this Regulation, as well as in section 3, subsed. (2), an adoption not included in the schedule is not considered in Angule unless previously or subsequently explicitly extended, and since neither Act X of 1859 nor Act VIII of 1885 were extended to Angul, it follows that there is no rental law in Angula. It is clear that in the Ingul government the requirements and rents in accordance with the procedure set out in Chapter V of the Ingul District Regulation. Mahal Banks was previously a planned district, but from April 1, April, it was incorporated into the Kattak district under the provisions of the ACT XXV of 1881. The Sambalpur area was formerly owned by the Central Provinces. On October 16, 1905, with the exception of Chanderpur-Padampur-zamindari and Fulhar-zamindari, he was transferred to Bengal. The Rent Act is in force, the Central Provincial Lease Act, I of 1898. Act X of 1859 prevails in the Darjeeling area. (See the note to the Bengal Code, 3rd edition, Volume III, p. 182). There is no local provision in the law, but Darjeeling was part of Bengal, when Act X 1859 was passed, having been transferred to the Raj by the Sikh British government in 1835, and as the Act was applicable to the whole of Bengal, (Sadanand Mahanti v. Nauratan Mahanti, 16 W. R., 290; 8 B. L. R., 280) it was regarded as applicable to Darjeeling, and therefore always introduced there. Acts VI of 1862 and IV 1867 BC also prevail in Darjeeling (see notes, 183, 236, Bengal Code, 3rd edition). Sontal Parganas has a Settlements Regulation of Sontal Parganas, III of 1872, as amended to the reg. III of 1886, and the Sonal Parganas, II renting regulations from 1886. In this area there are several unsettled areas in Telliaghiree pargana that were liberated from the settlement as a result of the government notification of 9 December 1879, published in the Kolkata Gazette of December 10, 1879, Part I, page 1221. There is no rental law in these areas or on some land in the area. The relationship between the landlord and the tenant in these areas is governed by contract and custom. In the government notice No. 771 L.R., dated February 10, 1897, published in the Calcutta Gazette of February 24, 1897, Part I, page 281, provisions sec. 84 of the Bengal Lease Act, and the other notice No. 1338, L.R., of March 1, 61904, published in the Calcutta Gazette of March 2, 1904, Part I, page 347, section 56 and provisions (2) and (3) section 58 were distributed to Sonthal Parasgan from the date of the notice. The provisions of the Chota Nagpur Possession Act (II of 1869 BC) predominate in the Chota-Nagpur division. The Hazarabah, Ranchi, Palamau and Singhbhum Leases Act were to be found in Act I of 1879, British Columbia, (Chota Nagpur Landlord and Tenant Procedure Act) and Act IV, B.C., 1897, (Chota Nagpur Commutation Act) as amendments to The Law V, B.C., 1903 and Law V of 1905: but all of these acts are now repealed, B. C., 1908 - The Rent Act of Choth Nagpur. In Manbhuh and the influx of Mahali Acts X of 1859, VI, BC, 1862, and IV, BC, 1867, are in force. The 1908 Chota Nagpur Lease Act may be extended to Manbhum County or any part of it: sec. 1(3) Act VI, 13. C., 1908, and on notice No. 5335 1908 some parts of this law were already extended to Parganas Barabhum and Patkum. See. 13 K.W.N., Lx. Under section 5 of the 14th Act of 1874 (Plan Districts Act), the Bengal Lease Act may be extended by the local government with the governor-general's previous authorization to any of the planned districts or to any part of the planned district. And under Article 5A, adoption, or part of it, so expanded can be included or changed as local government sees fit. In accordance with these powers, the local government issued notice No. 721 L.R. of 9 February 1903 (see Calcutta Newspaper, 1903, page I, p. 172), most often some sections of the Act apply to the districts of Hazarabah, Ranchi, Palamau and Singhbhum with appropriate restrictions and changes. The sections that are so expanded and the restrictions to which they apply are marked in this book in accordance with each section of the Act, and the Act applicable to the Chota Nagpur unit, with the exception of Manbhum, is printed in an extended edition in Annex V. The East Bengal and Assam Lease Act. The province of East Bengal and Assam was established by the Government of India Notice No. 2832 of September 1, 1905, (see The Gazette of India, September 2, 1905. Part I, p. 536) from 16 October 1905. It includes the districts of Backergunge, Chittagong, Dhaka, Dinajpur, Faridpur, Mymensingh, Noakhali, Pabna, Bogra, Rajshahi, Rangpur, Jalpaiguri, Malda, Tipper, Silchet, Kachar and the districts of the Assam Valley, viz. In all of these districts, with the exception of Jalpaiguri, the Chittagong Mountain Tract (which are the last two districts), The Village, Kachar and the Assam Valley areas, this law, as amended, including Act I, E. B. C., 1908, but with the exception of Act I, B. C., 1907, is in effect. In this part of the district of Jalpaiguri, which was formerly part of the Rurgpore district, visas : thanas Jalpaiguri, Titaliya, Rajgunj and Boda, lying west of the Teesta River, and Thana Patgram, which is east of Teesta, Act X 1859 with its aforementioned Amendment Laws always prevailed. However, in this part of the Jalpaiguri area, which was forted by the Government of Bhutan to the British Government in 1866 and which is commonly known as the West Duars, the Bhutan Duars Act was in force until 16 October 1895. The Act removed ordinary civil courts from the list of claims relating to real estate, income and rent. The timetable for the Act had certain rules for assessing Bhutanese duars with state revenues and for preparing a rights protocol to form the basis for such an assessment. But in this graph there were no rules set out for management of officials involved in the management of this area of the country in lawsuits related to real estate or rent. Therefore, although this law is in force, there is no specific law on the lease of this part of the Jalpaiguri area, known as the Western Duars. However, Act XVI of 1869 was repealed by Act VII, British Columbia, 1895, which came into force on 16 October, 1895, on what day it was published in the Calcutta Gazette, Part III, page 62, and 25 October 1895, the notice issued in the Calcutta Gazette of 13 November 1895, Part I, p. 139, The Vice-Governor of Bengal with the previous authorization of the Governor-General in the exercise of power entrusted to him section 5 of the Regular Districts Act extended Action X 1859 and Law VI, British Columbia, 1862 on this part of the Jalpaiguri area, known as the Western Duars. Act IV, B.C., 1867, however, was not as extended. It's not a good law. The only section to which no force is spent is Section 5, which gives the Deputy Governor the power to appoint revenue officers to exercise the powers of the district collector to enable them to hear appeals under Act X 1859 and Act VI, British Columbia, 1862. The local government subsequently issued two notices: No. 963 T. R.-November 5, 1898 - In the exercise of the powers granted by Sections 5 and 5A of the Regular Districts Act, XIV of 1874, and with the previous authorization of the Governor-General in the Council, the Vice-Governor of Bengal is gracing the Bengal Lease Act VIII of 1885, to the entire Area of Jalpaiguri, with the exception of the Western Duars, in effect from 1 January 1899, in accordance with the following restrictions and changes , namely: (I) Subsal section (2) and (3) section 1 of this law should be omitted; and II) words in the territories covered by the Act as a result of its own sub-discharge activities (1) and the entire subsal section (2) of section 2 of the Act must be omitted. No. 964 T. R.--. November 5, 1898.- In the exercise of powers, the Regular Districts Act, 14th of 1874, section 5 and section 5A (inserted into the Repeal and Amendment Act, 1891), and with the previous authorization of the Governor-General in the Council, the Deputy Governor of Bengal is gratified to extend the Bengal Lease Act, VIII 1885, to part of the Jalpaguria area, known as the West Duras , from January 1, 1899, in accordance with the following restrictions and changes, namely: - I.-Subcharts (2) and (3) section 1 of the said Bengal Lease Act should be omitted. II.- The words in the territories covered by this Act in accordance with their own activities in subsal (1) and the entire subsal section (2) of section 2 of the Act be omitted. III.- Nothing in the aforementioned Bengal Lease Act other than the provisions of subsection (1) section (2), amended paragraph II of this notice, applies to any land that has previously or since been leased by the Government to any person or company in accordance with a written document for the cultivation of tea or for land reclamation under the Areble Waste Rules. IV.-There, where there is anything in the said Bengal Lease Act that is incompatible with any rights or obligations jotedar, chukanidar, darchnkanidar, adhiar or other tenants of agricultural land as defined in the settlement process is still approved by the government, or with the terms of the lease still provided by the government jotedar, chukanidar, daranichukdar, such rights, obligations or conditions must be enforced, despite the law being enforced. These notices may extend the Lease Act in Bengal, subject to some changes, to the entire Jalpaiguri area, which is now part of East Bengal and Assam Province. It was found that the repeal of the Act XVI of 1896 (The Bhutan Duars Act) resulted in the provisions of the Civil Procedure Code being applicable to the Western Duars, as were other parts of the county (Braja Kanta Das v. Tufaun Das, 4 C. W. N., 287). The application of this law in Chittagong Hill Tracts is prohibited by Reg. I'm 1900. These deregulations do not have a special law on rent, but by virtue of Section 18 of The Regulations, local government has the power to adopt rules governing the collection of rents, as well as to prohibit, restrict or regulate the migration of cultivating paradises in these areas. Rules set in this section, see the Kolkata Gazette, May 2, Part I, page 429: also Bengal Local Charter Rules and Orders, 1903, vol. II, page 92-100. The Sylkhet area is subject to the provisions of Act VIII, British Columbia, 1869, which were extended to it by a government notice of 24 February 1870, published in the Calcutta Gazette of 2 March 1870, Part I, p. 361. They continued in force in Sylkhet in connection with its inclusion in the General Commissioner of Assam, in accordance with the Government's notification of 22 August 1878, published in the Government Gazette of India of 24 August 1878, Part I, p. 533, and still prevail there. Law VIII, British Columbia, 1869, was extended by Chief Commissioner assam to the Area of Goalpara by notice No. 2050, dated May 9, 1892, and published in the Government Gazette of India of May 9, 1892, Part I, p. 356. Elsewhere in the Assam Valley, Vioz. Kamrup, Darrang, Nowgong, Sibsagar and Lahimpur, as well as in the Kachara and Hill districts, The Rental Act is in the valley uncertain and unsettled state. (See. (See. Assam Land Income Guide, page lv and 20). In Prasidha Narain Coer v. Man Koch (9 Calc., 330), it was decided that Act X of 1859 did not apply in the Assam Valley. 2. (1) The laws specified in the Annex to Schedule I are repealed in the territories covered by the Act. (2) when this law applies to the Orissa Division or any part of it; such of these laws that are in force in this Division or part, or when part of only this Act is so expanded, so many of them, as is incompatible with this part, must be repealed in this Division or part. (3) Any acceptance or document relating to any cancelled adoption must be construed as pertaining to the Act or its relevant part. (4) The repeal of any law by this law should not revive any rights, privileges, issues or matters that are not valid or existing at the beginning of this Act. Laws repealed.- Laws listed in Schedule I as repealed are Regulations VIII of 1793 (sections 51-55, 64 and 65), XII 1805 (section 7), V 1812 (sections 2, 3, 4, 26 and 27), xviii 1812 (preamble and sections 2 and 3) and XI of 1825 (words not if attached to subordinate possession before the end of Title I 4) , Act X 1859 And Acts VI, BC, 1862, IV, BC, 1867, VIII, BC, 1869 and VIII, BC, 1879. Sections 14 and 45 of the Act are repealed by Section 2, Act I, B. C., 1907 in the province of Bengal and Sec. 2, Act I, E. B. C., in East Bengal. Regulations of Regulation VII of 1822 are not revoked by this Act. Orissa.- For the full list of parts of this law that dominate in Orissa, see a note to section 1, paragraph (3) p. 4 and 5. The note to the section extended to it also mentions the extension of all sections in which Orissa operates. Subsal section (4). The effect of the repeal of the statutes.- The provisions of this provision are consistent with the rule set out in section 7 (1) of the General Regulations Act (X of 1897), which stipulates that, in order to revive, in whole or in part, any law is fully or partially repealed, it is necessary to explicitly set out such a goal, and with the rule of English law, which has prevailed since 1850. when it was passed by Section 5, 13 and 14, c. 21, that in cases where any law repealing in general or in part any former law itself is repealed, such a recent repeal will not revive the Act or provisions before repeal, unless words are added to the revival of such a law or provision. (See Wilberforce on Statute of Law, 310, and Maxwell on Interpretation of Statutes, 3rd Edition, p. 585). The right of residence acquired when the Bengali Act VIII of 1869 was in force and lost until 1885 is not revived by Act VIII of 1885, which does not create any new rights in favour of Saligram Singh vs. Puluk Pandey; 6 C. L.J. 149. Litigation initiated under any former Act.- Under section 6 of Act I of 1868 (General Regulations Act), which is currently repealed by the General Terms Act, X 1897, it has been stipulated that the repeal of any Statute, Act or Regulation does not affect anything committed, or any offence committed, or any punishment or any punishment, inflicted or any proceedings brought or proceedings. started before the Repeal Act was introduced. In many cases, the implications of this section, and especially the meaning of the word proceedings, are a matter of debate. All of these cases were tried in the case of Deb Narain Dalla v. Narendra Krishna (16 Calc., 267). In this case, the rent arrears decree was enacted in accordance with the Bengal Act VIII of 1869. Subsequently, following the enactment of the Lease Act in Bengal, the owner of the decree filed an application for execution, and the term of office for which the rent arrears decree was issued was applied. The period of ownership was put up for sale, and then the claim was preferable to a third party who objected to the execution of the sentence. Munsif rejected the claim without requesting it in the language that, under section 170 of the Bengal Lease Act, such a claim could not be preferred. A petition was then filed with the High Court Board to delay Munsif's order. The bench questioned its correctness and referred to the following two issues to resolve the full bench - viz. 1. Does the provisions of the Bengal Lease Act apply to enforcement proceedings? 2. Does the term production include in Act I, 1868, includes or does it not include post-decree execution proceedings? The full bench answered the first of these questions in the affirmative, the second in the negative and complied with the rule. The decision in the case was made by Wilson, J., who pointed out that cases in which courts in that country had to consider the consequences of legislative changes in the law in a pre-change trial fall into one or the other of the three classes. The first class consists of those in which the courts had to interpret laws that had changed the law, rather than simply repealing earlier laws in order to bring the case under c. 6 of the General Terms Act, but with new affirmative provisions, in which the new laws contained no specific standard for their own interpretation. In such cases, the courts applied a set standard of construction, usually applied in the absence of any statutory rule; and the rule is that the retrospective impact is not given on acceptance in order to basic rights, but provisions that simply affected the procedure applied to pending proceedings. Second Second cases include cases where acceptance, which must be interpreted, provides for its own building rule by direct or implied statement that it should or should not have retrospective operation, or to what extent it should affect an pending trial. The third class of cases consists of those in which the law is amended by a simple repeal of the existing law, and the repeal of the law does not contain a special norm for its own interpretation. Such cases are governed by paragraph 6 of the General Regulations Act. Wilson, J., then proceeded to review cases in which the meaning of the word proceedings was discussed and decided in The Act 6 of 1868, and indicated that they could be organized into three groups. The first group consists of appeals cases, all of which were said to have a completely uniform course to decide that the appeal was part of the same proceeding, within the meaning of s. 6 of the General Terms Act, as a thing appealed, and that, therefore, if the case was appealed, was a ruling in the lawsuit, the appeal was part of the same proceeding as the previous steps of the lawsuit. The second group consists of cases related to the production of the decrees. Although the case is proceeding strictly, Wilson said, the cases are the authorities to ensure that the motion for execution initiates proceedings separately from those that led to the decree. The third group consists of cases decided in respect of the Civil Procedure Code, and all but one of the cases were reportedly based on the provisions of the Code itself, not just the provisions of the General Regulations Act. In the case of Maheswar Prasad Narain Singh v. Sheobaran Mahto (14 Calc., 621) the plaintiff sued to expel the tenant who executed the solehnamah, agreeing to hold the land in a suit for a certain time in the specified lease and provided that the landlord had to be free to enter the land at the expiry of the term. The lawsuit was filed on October 6, 1885, before the Lease Act began. It was found that at the time of the solehnamah tenant had acquired the right to place some land in the lawsuit, and it was determined that the tenant was not entitled to a benefit under section 178, (1) (b) because at the time of the claim there was nothing to prevent him from entering into a contract out of his rights. A decision in the case, which dates back to the full bench just cited, seems unlikely in accordance with the principles set out in it; for subsal (1) section 178, paragraph (b) raised the question of substantive law and was intended to halve the retrospective effect. In another case, Uma Sundari Dasi vs. Brajanat Bhattacharya, (16 Calc, 347), in which Was enacted under Act VIII, British Columbia, 1869, but enforcement was not enforced until after the start of the Bengal Lease Act, it was determined that enforcement should continue under the provisions of the Bengal Lease Act, the ratio of the right to comply with the ordinance in the regime applies. Viz. : By selling possession under section 59, 60 and 61 of Act VIII, British Columbia, 1869, if it existed, was a private right or a simple right to procedure, and that therefore executive proceedings should be governed by Act VIII ins. The decision in this case, although not based on the provisions of section 6 of Act I of 1868, is consistent with the principles set out in the above-mentioned case of the Full Bench. There are several other cases related to this topic that seem desirable to notice. In both Lal Mohan Mukhurji v. Jogendra Chandra Rai, (14 Calc., 636,) and Uzir Ali v. Ram Kamal Shah, (15 Calc., 383,) the consequences of the provisions of section 174 of the Bengal Lease Act, under which the debtor's decision where the property or holding was sold for rent arrears, may, under certain conditions, the sale deferred, was considered. In the first case, the decree was not only adopted, but also enforced before the Bengal Lease Act was enacted, although the sale was actually carried out after the law was enacted. In the latter case, the death penalty was applied following the repeal of the Bengal Rental Act. In both cases, it was decided that the debtor could not take advantage of section 174 of the Bengal Lease Act because it gave debtors a new right and therefore could not have a retrospective effect. In the third case, Girish Chandra Basu v. Apurba Krishna Das (21 Calc., 940) was asked whether the provisions of section 310 A, added to the Civil Procedure Code of The V Act of 1894, applied to the sale after the date of the Act, when the execution and proclamation of the sale was made prior to that date. The majority of the panel members who decided on the case were detained after two of the above-mentioned cases relating to section 174 of the Bengal Lease Act, which did not apply because section 310 A, as well as the provisions of section 174 of Act VIII of 1885, granted new rights and did not only apply to the procedure. However, all three decisions were revised in The Case of Jagadarand Singh v. Amrita Sarkar (22 Calc., 767), which found that all of them had been improperly resolved, since neither section 174 of the Bengal Lease Act nor section 3 of the Civil Procedure Code gave any new right to the debtors' judgment. But the bench directly refrained from deciding whether to order, in the case of La/Mohan Mukhurji against Chandra Chandra (14 Calc., 636) was or was not right in relation to section 6 of The I Act of 1868, as the issue did not arise in The Case of Jagadarand Singh v. Amrit Lai Sarkar. It may be noted that the case was dealt with under article 310 A and was noted not to have been affected by section 6 of the General Provisions Act, since the changes in the law considered in this case were not due to the repeal of a law but to the addition of a new section to the existing Civil Code. However, in accordance with the rule set out in Deb Narain Datta v. Narendra Krishna that the application for execution would initiate a new set of procedures, the decision in Lai Mohan Muhurji v. Jogendra Chandra Rai was correct under section 6 of the General Provisions Act. , which has now taken the place of section 6 of Act I of 1868, establishes that where this law, or any law or provision made after the beginning of this law, repeals any adoption still made or further will be done, then if another intention appears, the repeal should not ..... (c) To affect any investigation, trial or remedy for any such right, privilege, i.e. the aforementioned actions (i.e. acquired or accrued under any action cancelled), and any such investigation, trial or remedy may be initiated, continued or enforced as if the repeal or regulation law had not been enacted. This section, although somewhat different in relation to section 6 of Act I of 1868, does not appear to make any changes to the law on the consequences of the repeal of the law pending proceedings. Thus, the proposals outlined by Wilson, J., in The Case of Debain Datta v. Narendra Krishna appear to present, as under the former General Act, to have the same good position. (3). In this Act, if there is something abhorrent in the topic or context: -- (I) Real estate means land included under one entry in any of the common registers of profitable land and unsupier land, prepared and maintained in accordance with the law at the moment in force by the district's collector, and includes public hashs and unsalty lands not included in any registry. This whole section was extended to Orissa, (No, September 10, 1891). Therefore, all definitions contained in sub-discharge (I) and seventeen subsequent sub-rechars are applied there. This subsection was also extended to the Chota Nagpur Division, with the exception of the Manbhum area, but for the Collector, the Deputy Commissioner, must be read. (No, February 9, 1903). The Chota Nagpur department however has at present a separate lease act of its: Act VI; B.C., 1908, Manbhum and Parganas Barabhum and Patkum, in which parts of the part of the said the act had been extended. See 13. C. W. N. lx. Definitions of Estate. - Other definitions of property can be found in the sec. I, Act VII, b. C., 1868 (Land Income Debt Recovery Act) and Section 3 (2) of Act VII, B. C. 1876 (Land Registration Act, 1876). Under the first law, a property means any land or share in the land to be paid to the Government by the annual amount for which the owner's name is listed on the register, known as the general register of all income estates, or for which a separate account may, under section or section of Act XI of 1859, have been opened. Under the Land Registration Act 1876, as amended in Act II, B.C., 1906, the property includes (a) any land that is paid for land income, immediately or in the future, for the unloading of which there has been a separate interaction with the Government; (b) Any land contributed to the distillation of income in separately accrued land income (whether or not such an estimate is paid immediately or in perspective), although the Government has made no commitment in relation to the amount of revenue that is therefore separately accrued to it as a whole; (c) Any land is the property of the Government for which the Council submits a separate entry to the general register of those currently mentioned, or to any other register established for purposes established by the rule established under the Act. The definition of property in section 3 (1) of the Act differs from the aforementioned because it includes income-free land that is not property under either Act VII, B.C., 1868, nor with Act VII, British Columbia, 1876. In the latest Law, the land is sub-owned under section 3, sub-sec. (10), means any land not paid for land income, which is included under one entry in any part of the general registry of income-free land. The property in this law also includes unregistered Laherai lands and government hash mahallas. When a property is registered under a certain number on tauzih or income roll collectors with a separate income accrued to it, the mere fact of it being part of undivided shares in some villages does not interfere with his time of the entire property (Preonath Mitra vs. Kieran Chandra Rai, 27 Calc., 290; Kamal Kumari Chaudhurani vs. Kieran Chandra, 2. Real estate in Bengal.-Income pay real estate in Bengal is generally known as zamindari and can be either permanently or temporarily settled. Many so-called possessions may be subject to the definition of property given in this law, such as the aima (from number of imam) or altanzgha (from al, red, and tamga, stamp) grants, jagirs, (from ja, place, and and taking or occupying), madadmash grants (from madad, aid, and - mash, livelihood,) mukaddami interest (from mukoddam, village master) and taluks (from alak, suspend from.) But they can be possession. Taluki have two types: uzuri (i.e. the payment of guzura or the treasury of the head quarter) or kharija (i.e. separated) taluki, and chicmi (from shikma, belly), mazcuri (or specified, because they were specified in the obligations of the zamindar,) or shamil, (from shamil, extending to the sham). Husuri or kkari taluki are only estates. The last class taluki are possessions. Some ghatwali possessions, on which income is paid directly to the government, are also property. Noabad taluks in Chittagong is not an estate.-In the years of Put there was a lot of controversy about whether Noabad taluks from the Chittagong area entered the definition of property or not. This controversy was established in peace with regard to the executive branch, in accordance with the orders of the Government of India, which were referred in its letter No. 1792, 173 of 24 July 1893 to the Secretary of the Government of Bengal, which stated that the Noabad Taluki in Chittagong should be regarded as possessions and not as property under the meaning of The 1883 Act VIII. According to these instructions, then, noabad talukdars are the owners, and the has mahallas to which they are subordinate are the property from which the government owns. In Prasanna Kumar Rai v. Secretary of State (26 Calc., 792; 3 C. W. N., 695,) it was not alleged that the Noabad taluk in question was nothing but a tenure. (2) The owner means the person owning, whether in trust or in his favor, property or part of the property. Extended to the Chota Nagpur division, except the Manbhum area (no, February 9, 1903) : but the current law there is the Act VI BC, 1908, of which some parts were distributed to Parganas Barabhum and Patkum in the Manbhum area. The effect of the government acquiring the interests of the owner.- When the primary title of the state bearing the right to income and its own right to rent, unites in the government, non-free interests are united in the primary title; and rents in such cases become income. (Settlement Guide in Bengal, 1908, Part I, Part 1, Rule 4, p. 1 : see also section 101 (2) Expln. I. (3) The tenant means the person who owns the land under another person and, or, but under a special contract will, be obliged to pay the rent for that land for that person. Extended to the Chota Nagpur Division, except the Manbhum Area (No, February 9, 1903): but the current law there is contained in Act VI, British Columbia, 1908. The land is not defined.- There is no definition of the term land in this Act. Rent in its bill (sec. 3) proposes to define the land as follows: The Earth includes forests and water after that; when applied to land cultivated or perceptible by a paradise, this means land used or intended for agricultural or horticultural purposes, or the like. In Part 18 (chapter relating to the procedure in rent collection claims and some other claims), this means (a) ownership, under-ownership and ownership; (b) Land used or used for agriculture, horticulture, pasture or other similar purposes, as well as for dwellings, factories or other similar buildings; and (c) the rights to paturage, forest rights, fishing and the like. Explanation-Bastu or manor land land used for agricultural purposes when it is occupied by raiyat, and together with the land cultivated by such raiyat forms a single holding. This proposal, which would avoid any ambiguity, has not been adopted, and this or any other piece of legislation does not define the term by which its meaning could be defined in this sub-order. During the Council's debate on the provisions of the bill, Maharaja Darbhangi proposed to limit the provisions of the Law to land that is the subject of agricultural or horticultural cultivation, or to be used for related purposes. However, his proposed amendment had not been adopted. The Honourable Mr. Reynolds, in his speech on the Maharaji Darbhangi Amendment, noted that if implemented, it would have the effect of decommissioning the bill not only all waste land, but all land is not really in the cultivation stage at the time the issue could be raised. It would be open to the landlord to argue that the land of the district does not apply to the land of his possessions, which at that time was not actually cultivated. In my view, it is better for the Council to leave this matter to the courts. (1) The Honourable Sir Steuart Bailey said: Honourable Mr Reynolds indicated that his amendment would have the effect of restricting the right to raiyat employment, as it would thus lose the right to all waste land and land not used for agricultural and horticultural purposes. I can also point out that the effect will have to remove from the scope of the bill, which concerns ownership in general, all such parts of ownership as can be used for a moment for purposes other than agriculture and gardening. It is much safer to trust the courts in applying the law to these cases. (1) It is therefore clear that the omission of any definition of land in this law is deliberate. The question of which classes of land the Act should apply has been resolved as a difficult one, and the courts must therefore overcome the difficulties in his decision. However, the question of the land of the estate is addressed in section 182 of this law, which provides that the Act applies to the land of the estate to which the paradise is covered, and that even where the land of the estate is in the hands of the paradise differently than within its use as a paradise, the provisions of the Act are still applicable, unless there is custom or use of the reverse. However, this law does not apply directly to the land of the estate, which is not rented by the district; thus, the position of the non-developing villagers remains uncertain, and it appears that their relationship with their landowners with respect to their homesteads should be determined by the provisions of the Indian Act (IX of 1872) the application of the old non-agricultural land law. - On this issue, the Commission on The Law of Rent in its report (Vol. 1. , page 9, paragraph 11) say: Some parts of Acts X 1859 and VIII, BC, 1869, have been construed as applicable only to land used for agricultural or horticultural purposes, or the like. The question of whether the rest of the parts were limited in their application was a broad issue that had never been resolved. While some argue that the provisions of these rent arrears apply to the lease of any land, regardless of the purposes for which it is used, there has never been a doubt that rents for tenure and bewilderment under these acts are restored, and they usually include much more than land used for agricultural or horticultural purposes. Mr. Field, in his renting digest (see page 3, note) notes: A decision has been made repeatedly and legislation has now been settled that the grounds for raising and residency rights contained in this act do not apply to the mortgaged for agricultural or horticultural purposes. While the broader issue does never appear to have been resolved, it is understandable that the general provisions of Acts X 1859 and VIII (BC) of 1869 should have applied only (as far as the actual occupier) to the land used or initially allowed for these specific purposes. Look in favor of this view 3 Agra Republic, 52 ; 8 W.R., 250; 9 B. L. R., 105 note, 108 note, 109 note, 120; 23 W.R., 61. However, some authorities claim that the provisions of these rent arrears apply to the lease of any land, regardless of the purpose for which it is used. - see 9 B. L. R., III, 116 note, 124; I'm Ind. Jur. N.S., 428; V.R., sp. No, Jan. -July 1864, page 78 (land used for the hat). In a number of cases, it has been found that Act X is applied where rents and to recover only for the land on which the houses stand, see the Council's rulings, 47; 8 W.R., 90; 2 W. R., Act X, 9 : but otherwise, where the claim includes the rental of the house as well as the land, especially if the former item will be more important - see. Ruling, 47; 9 B.L.R., 109 notes, 116 notes; Marsh., 401. In the following cases, it was decided that the provisions of the old lease laws were not applicable to land not used for agricultural or horticultural purposes; Sarnomayi vs. Bloomhardt, 9 V.R., 552; Kali Mohan Chatturji vs. Kali Krishna Rai, II W. R., 183 ; 2 B. L. R., App., 39; Khairudin Ahmad vs. Abdul Baki, II W. R., 410; 9 B.L.R., 103 notes; Church of V. Ram Tanu Shah, II W. R 547 ; 9 B. L. R., 105 note: Naimudin Joardar vs. Scott Ltfonkrieff, 3 B.L.R., 183.; Durga Sundari Dasi vs. Umdatunnis, 17 W.R., 151; Jai Kishore Chaudhrain vs. Nabs Baksh, 17 W.R., 178; Madan Mohan Biswas vs. Stalkart, 17 W.R., 441; 9 B.L.R., 97; Durga Sundari Dasi V. Umdtunnis, 18 W. R., 235; 9 B.L.R., 101; and Purna Chandra Rai vs. Sadat Ali, 2 C.L.R., 31; while in the case of Machar-All Khan v. Ram Ratan Sen, 21 W. R., 400, it was said that words were cultivated or held in Article 6, Act VIII (b. C.) of 1869 had the effect of excluding land occupied exclusively by buildings from the right to settle the land declared there. See also Adayto Charan De vs. Peter Das, (17 W. R., 383). Leading cases related to the applicability of previous leases of agricultural or horticultural land are only the arc of The Khalat Chandra Ghostly. Minto (I Ind. Jur., N.S., 426) and Kali Krishna Biswas vs. Yankees, (8 W.R., 250). In the first of these cases, Phear, J., noted that the subject matter of possession throughout the X Act of 1859, which is designated as land, is simply what ordinary residents or inhabitants of the soil possess and daring under their zamindar, through., the surface of the earth in such a state that, with the help of natural institutions, it can be crazy; use for the purpose of reproduction of vegetables or animals. In the latter case, the same scholar, the judge, said: In my opinion, the occupation intended to protect this section (sec. 6, Law X of 1859) is a land occupation, considered to be the subject of agricultural or horticultural cultivation, and is used for purposes related to it, for example, for a plot of a manor house, a ruot or mulli dwelling, and so on. I do not think it includes occupation, the main object of the PFD, which is the apartment building itself, and where the cultivation of soil, if any, is completely subordinate to this . In addition to the cases cited by Mr. Field, this view is supported by the following views: Bipra Das De v. Wollen, I W R., 223; Mahtab Chand vs. Makunda Ballabh Basu, 9 B. L. R., App. 13 ; Piri vs. Nakura Karmakar, 19 V.R.; 308 ; and Gohul Chand Chaturji v. Mosahru Kandu, 21 W. R., 5, who are the authorities for the assertion that the rental law has no application to land leased and used for construction purposes. This was pointed out by Phear, J.; in Chandra Gosh vs. Minto, in which he remarked: I that it was held constantly that the earth covered completely completely houses and buildings not dedicated to agricultural facilities are not appropriated under the Act. In Furlong v. Johari Lal (Hay's Reports, 1862, 453) it was clear that the rental law did not apply to land leased for the construction of salted goals, for which less property was charged to those using them. In Garland v. Rai Mohan Khazra, (I W. R., 150 found that Act X of 1859 does not apply to a rent claim, in accordance with the lease fees associated with the canal or river navigation, and in the case of Saris/Chandra Kund v. Gofial Barui (3 W. R., Act X, 158), it was also decided that the claim does not lie under the Land Rent and Tanning Act on hat days. II W. R., 400,) it was decided that the claim for rent arrears for a certain land for the right to levy a tax on persons employed in stone logging on the land was not aware of by the Tax Court. In this case, it was noted that the rent was indivisible and that it could not be said how much was reserved on land and how much was on the right to extract, and that a small amount of land was leased not for agricultural purposes but for purposes a subsidiary and necessary for

the main purpose of the lease, namely, a quarry stone, land needed to erect a stone-cutter hut. In Mohan Sarkar v. Scott Moneriff (9 B. L. R., App., 14), it was decided that the claim for the lease of land where the rent came from the argats, gatz and bazaars located on it, as well as from the land, would not lie in the Tax Court; while in Savi v. Ishar Chandra Khandal (20 W. R., 146), it was decided that the rent claim received less from fees collected by a smaller number of hat-seekers was not recognized under Act VIII (B. C.) of 1869. The ruling in this case is incompatible with the previous case of Gaithur v. Titakur Das (W. R., Sp. No., Act X., 78), as well as the later case of Bangshodhar Biswas v. Madhu Mahaldar, (21 W. R., 383.) In the case of Jadu Nath Ghosh v. Schoene Kilburn s Co. (9 Calc., 671.), in which some land was leased in dar-mauraz mukarari, it was stated that if rent is not one of the agricultural land, the provisions of the Rental Act are not applied. The case of Watson and Co., v. Govind Chandra Mazumdar, (W. R., Sp. No. No. Act X, 46,) was one of the main bodies for a more expanded application that sometimes tried to be given to the former rental law. In this case, it was said: The provisions of the Act generally provide for tenants who cultivate land or collect its natural or artificial products; but the class of cases, which, according to the 4th reservation of Section 23 (Act X of 1859), is made by an informed land revenue collector described in terms wide to extend it to his In suits for rent in rental cases that are not strictly agricultural leases. It has jurisdiction over all claims for land rent arrears, either kherajee or lakheraj, or because of rights to shepherds, forest rights, fishing, or the like. For any purpose, the land surface can be used if the subject of the lease is land, and the rent must be subject to the land, the claim for debt must be filed in the Collector's Court. See also Nasur All v. Sadat Ali, (W. R., Sp. No. No, 1864, Act X, 102.) The late Mr. Judge Dmarkanth Mitter strenuously held this view in the cases in re Bramamayi, 9 B. L. R., 109; Durga Sundari Dasi vs. Umdatunnis, 17 W.R., 151; 9 B.L.R., 101; and Brajanat Kumdu vs. Lowther, 9 B.L.R., 121; 17 W.R., 183; but it was overturned in letters of patent appeal to Durga Sundari Dasi against Umdtunnis, (18 W.R., 235; 9 B.L.R., 119.) In Chandessari v. Ghinak Pandey (24 W. R., 152) it was stated that when the main subject of the entire occupation is the land of the basin (manor), the remainder, if any, simply subordinate to the holding, the law of rent does not apply; however, when agricultural land, buildings or buildings are the main subject of the occupation are simple accessories to it, the law on renting is applied. The same principle underlies the Tarini Prasad Ghosh v. Bengal Indigo Co., (2 W. R., Act X, 9)) and Matangini Dasi v. Haradhan Das, (5 W. R., Act X, 60). In the first case, it was decided that that the claim for the lease of land rented for factory purposes, including the apartment building of the factory owner, will lie in the Tax Court, since the rent issued from it and reserved only for the land, and that the case differs from the case of Aditya Chandra Pal v. Kamala Kant Pal, Marsh, 401, which held that the claim of rent arrears because of the indigo plant would not lie in accordance with the law X 1859 because in this case the rent was reserved not only for the land, but also for the plant and business and the profits from the contracts associated with it. In the case of Matangini Dasi v. Haradhan Das, it was stated that the claim under The X Act of 1859 lay, because the land was a substantial thing that was released, and existence, but on earth as an appendage, was simply an accident. The claim does not apply to The 1859 Debt Debt For Lease of Land, Rented for Mining purposes and for construction, road construction, etc. (Rooke v. Bengal Coal Co., 28 Calc., 485; 5 C. W. N., 840) or the debt to rent a tank, not a venaized building, but used for the cultivation and conservation of fish (Mahananda Chakravartti v. Mangala Keotani , 31 Calc, 937.) Application of this Act to non-agricultural land.- Until now, under this Act has been registered only case in which he he seeks to make it applicable to non-agricultural land, and attempts have failed. The first case was the case of the Raniganj Coal Association against Jadu Nath Ghosh, (19 Calc., 489,), which was sued for rent arrears under the gift-mauracio mukarari lease, is actually the same lease as the lawsuit in the case of Jadu Nath Ghosh v. Schoene Kilburn Co., (9 Calc, 671.) In connection with this lease it was noted that it was not provided for agricultural or horticultural purposes and for construction purposes and for the creation of a coal warehouse, and therefore the land included in the lease, was not subject to the Lease Act. In the second case, Umrao Bibi v. Mahomed Rojabi, (27 Calc., 205), the subject of dispute was some plots of land within the municipality of Dhaka, one of which was used as a san sonda or a place where grass was grown for this herb, while others were grown with kitchen vegetables. It was decided that, since the land had not been smoothed for agricultural or horticultural purposes, the Bengal Lease Act did not apply. But see Hassan Ali vs. Gobind Lala Basak, 9 C. W. N., 141. It was held that if land outside the city of Kolkata is used for agricultural or horticultural purposes, then this law will apply even if it is within its municipal boundaries, as defined by the Bengal Act II of 1888 (Biraj Mohini Dasi v. Gopeswar Mallik, 27 Calc., 202) ; but this ruling was postponed in the explanation, added to the sec. 1 (3) Act I, British Columbia, 1907. Waste of land.- Unsettled and unoccupied waste of land, without being the property of any private owner, should be owned by the state. (Prasanno Kumar Rai vs. Secretary of State, 26 Calc., 803; 3 C. W. N., 725). How the lease is created.-According to Mr. Field in his Rent Law Digest, Article 4, p. 5, there is an attitude of the landlord and the tenant: (1), where it was created by a contract valid under the law, valid at the time of the implementation of such a contract : (2), where it is reasonably implied from the actions of the parties: and (3), where it was created or continued in accordance with the law. The most common case of an implied lease in Bengal is that the cultivator occupies the landowner's land without his explicit consent or the consent of his agents and has the right to remain in the occupation of the land. Strictly speaking, such a person is in the position of violator, but if he is allowed to stay and cultivate the land, a lease can be concluded. If the rent is accepted from it; or, if he sued for rent, the lease is clearly set. (Magomed Azmal vs. Chandi Lala, 7 W.R., 250; Gadadhar Banurji vs. Hetra Mohun, 7 W.R., 460; Chaitan Singh vs. Sedhari Monim, 5 C. L. J., 62). In Nityanand Ghosh vs. Krishna Kishore, (W. R, Sp. No. Law X, 82,) was We believe that, although by law the landlord and tenant are as applicable in the a person who accepts and cultivates another land (no explicit permit to cultivate on the landlord's side, nor any explicit condition to pay rent by a cultivator) will not be allowed to be treated as a tenant, but is regarded as a mere violator, the peculiar circumstances of this country preclude the technical doctrine of English landlord and tenant law to such a case. Here it is a very common thing for a person to sit on a piece of land, or take in the cultivation of an unoccupied or waste piece of land. Renting in so many areas in Bengal begins this way, and where it starts, it is assumed that the cultivator cultivates with the permission of the landlord, and is obliged by his landlord to pay him a fair rent when the latter can choose to claim it. Thus, the established use of the country treats these parties as a landlord and tenant, and if the landlord does not decide to treat it in this way, the cultivator is not considered as he would be by law, as managed in England as an intruder, but as a tenant, and he will, although he may never have explicitly recognized the landlord's right or entered into any direct agreement with him to pay the rent. If he decides to cultivate the land of zamindar and zamindar allows him, there is an implied contract between them, creating a relationship between the landlord and the tenant . Receiving a premium and rent were held to create a lease that could not it violated the subsequent registered lease : Ismail v. Ali Magomed, 13 C. W. notes the CIV. In another case, it was said that the possessing parties make themselves tenants by using and occupying the land (Lalan Mani v. Sonamani Debi, 22 W. R., 334; see also Lakhi Kant Das Chowdhury vs. Samirudin Laskar, 21 W. R., 208; 13 B. L. R., 243) ; and in Sarnomoyi v. Dinonath Gir, (9 Calc., 908) two cases were brought in which, although the defendants were violators because the plaintiff was prepared to waive the violation, an order of use and occupation could be issued. In Azim v. Ram Lall Shaha (25 Calc., 324), these cases were commented on and followed, and it was noted that the principle of law enshrined in them was now embodied in section 157 of this Act. But the mere demand for rent is not enough to create a relationship between the landlord and the tenant. This is the most proposed lease (Deo Nandan Prasad v. Megu Mahton, II C. W. N., 225; 34 Calc., 57). And where the plaintiff and the defendants, being one of the co-owners of the zamindari, purchased certain holdings under the zamindar and were in the occupation of individual parts of them, it was held that the defendants, in the absence of agreement between them and the plaintiff to pay his rent were not plaintiffs tenants in respect of the land actually occupied by them, or are required to pay him rent (Girindra Chandra Pal v. Srinalh Pal, 32 Calc., 567; 3 C. L. J., 141.) In many cases it was found that there was no need for the landlord, prompting the tenant to have a good name on the land. , and despite his expulsion from it, the lease continues; The tenant becomes the mean tenant of the new landlord. (Ghulam Panja vs. Harish Chandra Ghosh, 17 W.R., 552; Amir Hossain vs. Sheo Sakai, 19 W. R., 338; Sulfun V. Radhika Prasanno Chandra, 3 Calc., 560; 1 K.L.R., 388; Mahira Chandra Shah vs. Hazara Paramanik, 17 Calc., 45; Binad Lal Prakasi vs. Kalu Paramanica, 20 Calc. 708). But this rule seems to apply only in the case of raiyats, not in that possession or when the provisions sec. 107 Property Transfer Act (IV of 1882) applicable, (Sheo Charan Lal v. Prabhu Dayal, I C. W. N., 142). This rule does not apply to Chaukidar chakrans, which have been renewed and interrupted by zamindar (Janabaly v. Rakibuddin Mallik, 9 C. W. N., 571; 1 C. L. J., 303) ; and only when the tenant entered the land and held under the actual owner, who is not the real owner, in good faith (Piri Mohan Mandal v. Radhika Mohan Hazra, 8 C. W. N., 315; 5 C L. J., 9; Narain Uppendra Bhattacharya V. Protab Chandra Pradhan, 8 C. W. N., 320). Leases are created as a result of the operation of the law, when in the process of renewal a decree of renewal is issued (Ham Prasad Chowdhury against. Shama Prasad Rai Chowdhury, 6 W. R., Act X, 107, and See Contra, Bir Chandra Manikya v. Raj Mohan Goswami, 16 Calc., 449), and when a civil court passes a ruling proclaiming the right of the dominion to assess the rent on the land (Sadamini Devi v. Saruft Chandra Rai , 8 B. L. R., App. 82 ; 17 W.R., 363; Shama Sundari Devi vs. Silal Khan, 8 B. L. R., App. 85; 15.W. R., 474: Madhusudan Sagori vs. Nifial Khan, 8 B. L. R., App. 87 ; 15 W.R., 440; Rohini Nundan Gosain vs. Ratneswar Kundu, 8 13. LR, appendix 89; 15 W. R., 345) or to receive rent from the accused (Nobo Krishna Muhurji v. Kalachanda Muhurji, 15 WR, 438; Rango Lal Mandal v. Abdul Ghafoor, 3 C. L. R., 119; 4 Calc., 314). As for the piri case mohan Muhurj v. Kamaris Chandra Sarkar (19 Calc., 790), it was found that the heirs of a dying heir dying as a result of residence are obliged to pay rent, whether they occupy the land or not, until they surrender under section 86 of the Rent Act. He therefore appears to be another example of the lease created between the parties as a result of the functioning of the law, in this case under the law of inheritance. Payment fees, not mandatory to establish or maintain rent.- It is the responsibility to pay the rent that sets the sets the relationship between the landlord and the tenant. The actual payment of rent is not necessary to establish or maintain this connection, and mere non-payment does not define it. (Trelohya Tarini Dasi vs. Mohima Chandra Matak, 7 WR, 400; Rango Lal Mandal vs. Abdul Ghafoor, 4. Calc., 314 ; 3 C.L.R., 119; Naresh Narain Rai vs. Kashi Chandra Talukdar, 4 Calc, 661; Masyatullah vs. Nurzahan, 9 Calc., 808; 12 C.L.R., 389; Tiruahurna Perumal vs. Sannuvieen, 3 Mad., 118; Premsuh Das vs. Bhoupia, 2 all. Dadoba V. Krishna, 7 b.v., 34; Rambhat W. Bababhat, 18 b., 250; Mazhar Rai vs. Ramgat Singh, 18 All., 290). Thus, simply stopping the payment of rent does not mean disenfranchisement in the meaning of the sec. 9 Specific Assistance Act (Twins Mohan Mezumdar v. Ganga Prasad Chakravartti, 14 Calc., 649). It also does not work to create in favor of the lessee title of unfavorable ownership during the lease term : (Madan Mohan Gossein v. Rameswar Media : 7 C. L. J., 651.) But failure to pay rent with the waiver of the subject of the lease, or the adoption of a decree of expulsion against the tenant, does put an end to the relationship between the landlord and the tenant. See a note to sec. 87. (4) The landlord means the person directly under whom the tenant is located and includes the Government. Extended to Chota Nagpur department, except the Manbhum Area (No, February 9, 1903) : But the current law is Act VI, British Columbia, 1908. Any person who is paid rent is the landlord in relation to the person who pays the rent to him, although he or she may be a tenant in relation to a third party. Thus, the term landlord does not present any difficulties. However, a great deal of approval was raised in relation to the meaning of the expression joint landlords used in the sec. 188. Do these words apply to joint shareholders who are in a separate collection of rent from the tenant, or do they apply only to joint shareholders who are in a joint rent collection? The topic is discussed in the notes to the sec. 188. The person who requires rent, as well as arrears transferred, is the landlord under the meaning of the Bengal Lease Act: Sasha Kumar Mirbahar v. Sitanata Banerjee, 7 C. L. 3., 425. If a tenant, adhering to his character as a tenant under one person leases the same property from a third party to avoid dispute and safe ownership, he cannot say that he has given up his original lease : Farman Bibi v. Tasha Haddal,7 C. L. J., 648; 12 K.W.N., 587. (5) Rent means anything that is legally paid or delivered in money or kind of tenant to his landlord due to the use or occupation of land by a renter: In sections 53 to 68, as inclusive, sections 72 to 75 as Chapter XII, Chapter XIV and Schedule III of this law, the lease also includes money to be recovered under any law time in force, as if it were rent. The word and numbers of Chapter XIV in brackets were inserted into the subsal. 3, Act I, B. C., 1907, for the province of Bengal and Sec.3, Act I, E.B.C., 1908, for the province of East Bengal and Assam, to allow tenure or keep passing on the sale of a decree held for cesses and money legally recoverable if it were rent. Rent.- In order to form a rent, the payment must be (i) either money or products; (2) Legal; (3) in connection with the use or occupation of land employed by the tenant; and (4) paid to the landlord. A series of mangoes that will be delivered annually, therefore, clearly rent: (Nabo Tarini Dasi vs. Gray, II W. R., 7), and suing for the share of the landlord's products, or its monetary value, is a suit for rent (Bhubo Sundari v. Jynal Abdin, 8 W. R., 393; Lahman Prasad v. Hulasha Mahtun, II W. R., 151; 2 B. L. R., App., 17; Jamna Dasas vs. Gausi 21 W.R., 124; Mallik Amanat Ali vs. Aklu Pasi, 25 W.R., 140; Tazukin Khan vs. Rant Prosed Bhagat, I All., 217; Shoma Mehta vs. Rajani Biswas, I C. W. N., 55). Cash paid for forest rights is not rented under section 3 of Article 5 of the Act: Abdullah Sarkar v. Asrafali Mandala, 7 C. L. J, 152. Services provided for the use and occupation of land are not rented out according to the definition of this provision, although the owner of the service is included in the definition of the tenant in the sub-second. (3) Cases of tenure are expressly excluded from the Act (sec. 181). Profit-sold ijardars meth spent on agricultural land, from kiosk-holders was held not to rent : (Secretary of State vs. Karunakant Chowdhury, 35 Cal., 82 F. B ; II K.W.N., 1053.) Abwabs or impositions on tenants on top of actual rents are not rent and cannot be returned as such because they are not legally paid (see sec. 74.). Malikana - not rent and sec. 78 Land Registration Act is not a bar for claiming it: (Sid Shah Najamuddin Ryder v. S. Sahid Hossain, 8 C. L. J., 300.) Charges of a portion of the proceeds from the sale of their goods for sale in the hat and because of the lease of agriculture rents are a fee because they are paid for the use of land (Bangshodhar Biswas v. Madho Mahaldar, 21 W. R. , 383; cf. Gailri Debi v. Thakur Das, W. R., Sp. No, Act X, 78, and Contra, Savi vs. Ishar Chandra Mandal, 20 W.R., 146.) See also, Secretary of State vs. Karunacant) 35 Cal., 82 F.B.) For the same reason, the amount paid annually by the mortgagee, who owns the lease of sur-e-Pesgi, executed in favor of Mortgagor, is the rent (Bissorup Dutta v. Binod Ram Sen, W. R., Sp. No. No, Act X, 93). But the damage trees (Nabo Tarini Dasi vs. Gray, II W. R., 7) and targets, straw and other articles, due to a separate individual non-rent (Bhubo Sundari v. Jynal Abdin, 8 W. R., 393) is not rented because the land must not be used or occupied. So, too, the money paid by the tenant on the basis of the provided lease, whether Nazar or salami, (Dinonat Muhurji vs. Debnath Malik, 13 W. R., 307). Damage for the use and occupation of land is not rent (Bhuban Mohan Basu v. Chandra Nath Banurji, 17 W. R., 69; Kisen Gopala Mevar v. Barnes, 2 Calc., 374 ; Kali Krishna Tagore v. Izzatunnis, 1 C. C. W. N., Ixxiivivi) because not paid by the tenant. Similarly, when the terms of the sale provided for the payment of a small penny stylized as a daturate by the buyer as the living wage of the former owner, this was not accepted for rent, as the relationship between the landlord and the tenant did not exist between the parties (Ram Charan Banurji v. Torita Charan Pal, 18 W. R., 343). Payments on varat or concessions:-Finally, a payment to be rent must be paid to the landlord. In this regard, in Ratnessar Biswas v. Harish Chandra Basu (II Calc., 221), it was decided that the amount of money paid by the tenant not to his direct landlord, but to a third party was not rent. But in Mahabat Ali v. Mahomed Faizullah, (2 C. W. N., 455) it was subsequently decided that the amount paid by the putnidar on behalf of the zamidar collector as cesspool, and the other paid to a third party as the cost of the maintenance of the masjid, was the sun to be paid for the use and occupation of the land, and therefore the lease. The conflict of decision between the two cases was ultimately resolved by a full bench in Basanta Kumari Debia v. Asutos Chakravartti, (37 Calc., 67; 4 C. W. N., 3), in which it was decided that the landlord's claim against the tenant for a certain amount of money paid to them from the rent to a third party by appointment was one for rent, not for damages. In this case, the appointee was not a party to the concession and did not accept it, which was regarded as showing that in the contemplation of the parties money does not cease to be part of the rent or can be returned as such. Thus, in cases where the lease was made by the plaintiffs in favour of the defendant on a fixed annual rent, and the defendant, on the instructions of the plaintiffs, occasionally pays the state income, the costs of the trial, with their assistance, and used to establish these amounts in respect of the rent they are entitled to under the lease agreement, it was found that, at the end of the lease period, it was found that, at the end of the lease period, , the plaintiffs could not sue the defendant at the expense, but only for rent, if any else because of (Bhekdhari Lal v. Badshingh Duaharia, 27 Calc, 663.) again The rent provided that a certain amount is paid by the tenant directly to the landlord as Malikan, and some other amounts are paid by the tenant fur of state income and other claims that the landlord was Must pay; it is believed that the last amounts are paid for the use and occupation of land set up by the tenant, and may have been paid directly to the landlord, although for convenience it was established that the tenant must pay them for the landlord and approached the definition of rent (Jnanada Sundari v. Atul Chandra Chakravarti, 33 Calc., 972). Rented some mauzas from B to gift-patni and se-patni and covenant pay annually Rs. 3191, to superb landlords B straight and Rs. 1800 to B. A had to take receipts from a higher landlord, make them to B and take receipts from the latter. The entire amount of 4,991 euros was described in the lease as an annual rent, and in some cases, involving non-payment of A to higher landlords, B was authorized to sell the amount of A by complaining about rent arrears; on the construction of the lease agreement that B's claim for the sale of the amount that the latter could not pay to higher landlords under the terms of the lease, was, with the aim of limiting, one not for rent, but for damages for breach of the covenant (Hemendra Nath Mukhurji v. Kumar Nath Rai, 9 C.W. N., 96; 33 Calc., 169). In cases where the patchy rental of the annual jama of ownership was set at Rs. 6000 and, apart from this rent, patnidar committed to deposit in the collection of state proceeds a fixed share of the property provided in the patchy, and paid by the tenant, kist by Kist, otherwise that payni lease had to be abolished, and the landlord had to take khas ownership; held, by their Lords Privy Council, that the payment of the putnidar of state income, although not part of the consideration to be provided by the tenant to carry out the property, There was no money paid to the landlord, and therefore no rent, or to recover as such under the provisions of the Patney Regulation (Jotindro Mohan Tagore v. Jarao Kumari, 33 Calc., 140; 3 K.L.J., 7; 10 K.V.N., 201.) In the case of Mansar Loknah (4 C. W. W. 10) it was decided that the claim brought by the landlord-appointed landlord against the tenant was still a claim for rent and was therefore excluded from the Court's jurisdiction on small grounds. It was said that the money should have been rented at the time of the appointment, and the appointment did not deprive him of such character, as until now in any case, as the tenant was concerned. The validity of this decision was subsequently questioned, but the issue was put at rest full of the bench, on which it was decided that the claim brought by the designated rent arrears after they fell due to the recovery of the amount in the account of the claim to the rent, and therefore except for the notoriety of the court of small reasons (Srish Chandra Baste v. Nakhim Kazi, 27 Calc., 4 357.) From the decision, however, Banerjee, J., dissented, holding that when the landlord's interest in the land is not assigned along with the rent arrears after they fell due, the lawsuit is assigned to restore the same claim for ordinary debt. The full bench decision was followed by Mohendra Nath Kalamori v. Kailash Chandra Dogra, (4 C. W. N., 605), which allowed a second appeal in the crack brought by the assigned rent arrears, which was not prohibited under the provisions of s. 586, C. P. C., but at the same time, since the plaintiff was not the landlord, and not his tenant, as defined by the present law. , it was decided that the statute of limitations applicable to the claim is not that set out in Article 2, Schedule III of this act, but three years only under Article 110, Schedule II of the Restriction Act. Transferring all interest to the co-shareholder of the landlord including his claim for debt is the landlord and can support the claim for the entire rent if he makes it to the co-shareholders of the defendants' parties: Sasha Kumar Mirbahar v. Sitat Banerjee 35 Calc., 744. Money that can be returned as rent.- The following money can be returned as if they were rent, according to the acts currently in effect; (1) amounts paid to the dominion and owners of the property under the Bengal Survey Act (Act V, B. C., 1875, sec. 38) ; (2) amounts paid to the government or any person who has entered into an agreement to collect water tariffs for the government (Law III, B. C., 1876, sec. 83) ; (3) amounts paid to owners of property or property under the provisions of the Sesse Act (IX, B. C., 1880, sec. 47); (4) amounts paid to owners of property or ownership for land held without rent (sec. 64 A of the same law); (5) drainage fees paid by the tenant to the landlord under the Bengal Drainage Act (VI, B. C., 1880, sec. 44; Mun Mahini Dasi v. Priya Mate Besali, 8 C. W. N., 640; Nafarandra v. Jyoti Kumar Muhurji, II C.W.N., 57) ; (6) interest on rent arrears or other claims to be recovered as rent paid to the Ward Court Superintendent (Act III, British Columbia, 1881, sec. 10); (7) amounts paid to zamindar or homeowners under the Bengal Embankment Act (II, B. C., 1882, sec. 74) that can be refunded as provided for the restoration of the rental areas of the putney in Reg. VIII 1819; and (8) amounts paid to owners of property or possessions by poor owners or cultivating raiyats under s. 23 and 24 of the Bengal Sanitary Drainage Act, VIII, B.C., 1895. Cesses.-Cesses, though can be restored as rent according to The Cess Act is not yet rented because they are not paid for the use and occupation of land, but in accordance with the responsibility, accidental use and occupation of the land. Under the provisions of the second paragraph of this provision, they are included only under the term lease in sections 53-68, both inclusive and inclusive 75, as inclusive, chap. XII (due to distraint), Chapter XIV (regarding the sale of debt under the decree, and it is only in Bengal), and Schedule III (due to restriction) of this law. However, it was found that the term rent for purposes included in the sec. 153 Act, included cesspools; so no second appeal lies when the amount to be sued does not exceed 100 rupees, unless the case is within the reservation to this section (Mahesh Chandra Chaturji v. Uma Tara Debi, 16 Calc., 638; Rajani Kant Nag v. Jogeshwar Singh, 20 Calc., 254). In the latter of these cases, it was pointed out that the provisions of the second paragraph (5), section 3, were provisions enacted to increase the value of the rent and did not prevent the law from denying the right to appeal in claims worth less than a hundred rupees. Decisions in these two cases appear unlikely to meet the strict conditions of this provision. In the case of Kishori Mohan Rai v. Sarodamoni Dasi (1 C. W. N., 30), it was stated that the provisions of the sec. 174 of this law, which allow the sale of ownership or ownership; deferred on application within thirty days after the sale, applicable to the sale in the execution of the decree on debt on road cesspool due to land lakhiraj, but the decision in this case is based on the terms of the sec. 64A of the Road Sess Act, which introduces that sections of road cesspool can be recovered as a result of any process by which the amount can be recovered if it were associated with the rental of over-akh ownership. Cesses, he was held, only personal debts and could not be properly recovered under the Public Claims Recovery Act, 1880, (1) of the property on which he is valued when such property is owned by a third party who was not registered as the owner under Act VII, B. C., 1876 (Shekaat v. Sasha Kar, 19 Calc., 783). But according to the sec. 65, rent arrears are the first fees for possession or holding, through which they can become due, and rent in sec. 65 includes cesses; so that the period of ownership or ownership for which they were assessed could be sold in the execution of the decree on the sites of the gression provided that the claim in which the decree was obtained was brought against the proper person. When the sale of the property occupied by the execution of the decree, the entire term of ownership will pass, and the buyer will acquire it without any authority, without being registered and notified incumbrance in accordance with the sec. 161 Law (Nobin Chand Laskar v. Bansi Nath Paramanik, 2 t Calc., 722.) In the recent case ahsanullah v. Manjura Banu (30 Calc., 778), which does not mention the case of Nobin Chand Laskar v. Bansi Nath Paramanica, it was found that raking funds paid to the collector under the Sess act is not a payment for the property for which they are owed. But it wasn't like that. old law, or the sale, held in the execution of the decree on the debt on cesspools, obtained under the Law X of 1859. Such a sale will include only the right, title and interest of the individual against whom the decree was received (Mahanand Chakravartti v. Beni Madhb Chaturji, 24 Calc., 27; Uma Charan Bagh vs. Azadounniss, 12 calc., 430). When a property is sold in a performance certificate under Act VII, B.C., 1880, filed by a collector to recover the amount, to be bought by the government for an advance made under the Agritour Loan Act, nothing but the decision of debtors right, title and interest in ownership on the date of service notice under s. can go to the buyer (Lami Narain. , 537). Patwaries.-Patwaries' fees are certainly not rent, and therefore cannot be recovered under the provisions of this law, but they can be recovered as a result of the same processes as government debt according to sec. 36 Reg. XII 1817. Duck Sess.-Dak cess also does not rent, and as there is no provision in any acceptance that it can be restored as if it were rent, it cannot be restored under the provisions of this ac?. According to the sec. 12 Of the Law of zamindari Duck, VIII, B. C., 1862, contracts or obligations to pay dak cess can be done by any zamindar with any person, (see Sorod Sundari Deby vs. Uma Charan Sarkar, 3 W. R., S. C. Ref., 17; Bissonat Sarkar vs. Sarnamaya, 4 WR, 6; Rahal Dasur Muji vs. Sarnamaya, 6 WR, 100) ; but it doesn't seem to make Duck cess lease, or recover as such. However, in Watson v. Srikrishna Bhumik (21 Calc., 132), it was found that where the rent contract should be treated as rent because it was claimed almost as part of the rent. This was followed by Bijai Chand Mahtab vs. Brohmodas Dutt, (1 C. L, J., 101 n). In the patchy kabulyat executed in 1855, patnidar agreed to pay the wages and expenses for amla dak chauks houses, as well as appoint them and guide their work under the system zamindari Duck then in effect ; that this provision had placed put a pattern on the payment of dac fees from the mine, and although the system had since been changed, the responsibility for paying such fees should be assumed. (Gillard Rahman vs. Bijay Chand Mahtaba, 28 Calc., 293). See the note to s. 74. Act VIII, British Columbia, 1862 (The Daca Law of zamindari) is currently repealed by Act IV of 1907: the Repeal and Amendment Act (tariffs and cesses) of 1907. Chaukidari tax. The Chaukidari tax, too, does not appear to be subject to definition but in Ahsanullah v. Tirta Bashini (22 Calc., 680), which is a claim for a Chaukidar tax arrears paid by the putnidar under the Patoni settlement, it was recognized that the amount for which he was thus liable was liable, It was stated that the consideration of the payment was the occupation of the land, or the holding of palm possession, and the payment had to be periodically in the zamindar putnidar, and legally paid ; it came as part of the definition of rent. But see the note to s. 74. Interest - Interest is not rented within the meaning of the term defined in this Act (Kailash Chandra De v. Tarak Nath Mandal, 25 Calc., 571 n). See also Rai Charan Ghosh vs. Kumada Mohan Datta, (25 Calc., 571; 2 C. W. N., 297), and Bhagaboti Deba v. Basant Kumari, II C. W. N., 110; 5 C.L.J., 69. But in Article 169 (c) the word rent includes interest (for Ghosh J., in Bijai Chand v. S.K. Muhurji, 5 C. L. J., 27n), and in p. 161, amended in sec. 51, Act I, B. C., 1937, which prevails only in Bengal, the terms debt and rent arrears include interest, given according to the sec. 67, or losses awarded instead of interest according to the sec. 68 (1). Rent is a local property; right to collect it can be sold.- It was held in the event that Mohesh Chandra Chaturji v. Guru Prasad Rai, (13 W. R., 401) that for the purposes of Acts VIII and X of 1859, the rent is included in the terms of property and movable property, and that, therefore, in the execution of the decree on the debt on rent the right of the court to re-cover the rent from the tenant can be sold. Whether this can be done has not yet been determined, but there does not appear to be any reason why this should not be done. The right to collect rent is often transferred privately, and there do not appear to be any legal impediment to transferring it to the Virum. Debts are directly mentioned in the sec. 266 Civil Procedure Code as subject to investment and sale in the execution of the decree. But the decree on money cannot be sold in accordance with the provisions of the sec. 273, C. P. C., and according to Sec. 148 (h) of this law, the decree on rent arrears cannot apply for its implementation if the landlord's interest in the land has become and belongs to him. We are therefore confronted with this anomaly that the right to rent appears to be transferred privately and sold in the execution of the decree, but the same right in a more perfect form of decree cannot be sold under article 273 of the Civil Procedure Code and can only be granted by the designated person if he or she becomes himself the self-interest of his transfer in this land. The lease-appointed claim, the right to foreclosure of which was transferred to him, will be a suit for the debt, not for rent; because this amount will not be paid to the landlord for the land (Bhagwan Sahai v. Sangessar Chaudhri, 19 W. R., 431; see contra, Samasundari Dasi vs. Chandra Mazumdar, Marsh, 199; Lal Mohan Singh vs. Treylahonata Gosh. 14 W.R., 456; Hridai Mani Barmani vs. Sibbold, 15 V.R., 344). (6) (6) payment and payment used in reference to rent includes delivery, delivery and delivery. (7) Tenure means the interest of the owner of the property or the unsized owner. Expanded to the Chota-Nagpur division, with the exception of the Manbhum area (not February 9, 1903). But for or under-ownership the owner read and includes bewilderment. In this Act, the word possession is almost always used in its strict sense of the owner's interest, but in ordinances in accordance with old laws, and often even now it is freely used as a synonym for rent. This is, of course, wrong when the law applies. Possession is defined in section 5, subsed. (1). (8) Permanent ownership means that the tenure is adjustable and which is not held for a limited time. The topic of permanent tenure is discussed in the chap notes. III. (9) Holding means a plot or land for which paradise is meant, and the formation of the subject of a separate lease. Holding.- According to this definition, the land hired by the sub-district will not seem like a holding, as in the sec. 4 subrayat are classified separately from the districts; but, of course, it should be a holding company, unsmoumable, without being neither the owner nor the owner. This can be seen further from the conditions of the sec. 113, in accordance with amendments to the Lease (Amendment) Act of Bengal, III, British Columbia, 1898, which mentions the holding of the subrayat. An undivided share in a plot or land cannot be a holding.- The definition of keeping in this subdivision is obvious, applies only to the entire plot or entire plots, and is not intended to include an indivisable share in parcels or parcels, and the reason seems to be obvious. The raiyati holding, which from the very definition of raiyat in section 5, subsection 2, means that the land occupied by the paradise for cultivation purposes can usually only be carried out in full; and the cultivation of an undivided share of land would usually be meaningless. On the other hand, ownership, which is the interest of the owner of the property, which is defined in section 5, subsection (1), as a person who has acquired the right to own land in order to collect rent or attract it for cultivation by creating tenants on it, can only relate to an undivided fractional stake in the land, without causing any practical difficulties. And it is for this reason, while ownership is defined as the interest of the owner of the property or non-mortgage owner, the holding is defined not as an interest raiyat, but as a plot or land on which the raiyat is located and the formation of the subject of a separate lease. If the definition of holding would include an unsociable fractional share in the plot or land, then with the provisions of Sections 121 and 122 of the Act, which relate to the unpreparedness of crops or other holding products: (for Banerjee, J., in Charan Basu v. Ranjit, I C. W. N.; 521; 25 Calc., 917). See also Baidya Nath De vs. Ilim, (25 Calc., 917; 2 C. W. N., 44). The undivided share does not fall under the definition of holding given in the Bengal Lease Act and sec. 30 of the Act does not apply to an increase in the rent for such a share (Haribol Brahma v. Thsimuddin Mandal, 2 C. W. N., 680), and the buyer of an undivided stake in raiyati holdings cannot obtain any right to revoke arrests under Article 157 (Ahadulla v. Gagan Mollah. 2 C. L. J., 10; 6 C W. N. Under Act VIII, B.C., 1869 the right to reside can be acquired within the meaning of the reservation by sec. 37 Act on the sale of income in the share of undivided property (Baidya Nath Manaall v. Sudharam Misri, 8 C. W. N., 751). See also Uma Charan Raritan vs. Mani Ram Barua, (8 C. W. N., 192). The division of the estate under Act VIII, British Columbia, 1876, under which a holding previously owned by a joint estate is divided between the estate's shareholders, has the effect of dividing the holding into two or more holdings (Pratap Chandra Das v. Kamala Kanta Shaha, 10 C. W. N., 818). (10) The village refers to an area defined, surveyed and registered as a separate and separate village in (a) a general survey of land income that has been conducted in the province of Bengal, or (b) any survey conducted by the Government, which can be taken by notification in the Calcutta gazette, as a definition of villages for the purposes of this situation in any given area; where the government or under its leadership has not conducted surveys, an area such as the Collector may, with the approval of the Tax Office, by general or special order declare itself a village. This definition of a village was replaced by the old in accordance with The Law I, II C., 1907 for West Bengal, a parallel sheaving column that for East Bengal by the Act I, E. B.C., 1908. The 1906 Report of the Bengal Lease Committee (Amendment) cites the following reasons for the replacement. We have been brought to our view that some of the practical inconveniences were caused by the current definition of the concept of a village in sub-charge (10) section 3 of the Act as an area included in the village income survey map. However, in the cadastral surveys currently being conducted in some parts of the province in connection with the preparation of the rights protocol, it is often found that, for reasons of clearing the jungle and other reasons, the existing village boundary does not agree with what is established in the income survey and rule 4 (e) of the Rules, in such cases the existing boundary established The revenue-officer must follow with the purpose of the map and the record. We propose that the law be brought into line with this rule, as we believe that it is appropriate that where the cadastral review is conducted on a larger scale and with more caution and i-kurasia than the Revenue Survey, the Government should have the right to state that the cadastral survey cards should be folded into the Income Survey cards for the purposes of the Rent Act. We therefore propose to include in the Rent Act the definition of the concept of the village, which was adopted in the Land Registration (Amendment) Act 1900. However, we believe that the income survey map should be maintained as far as possible as a survey and registration unit in the inventory survey, and that no changes should be made except with the approval of the Revenue Council. We have secured this with a new paragraph 27A, which we propose to include in the bill. (10) The village refers to an area defined, surveyed and registered as a separate and separate village in (a) a general survey of land income incomes of areas that have so far been incorporated into the province of Bengal, or (b) any survey conducted by the Government, which can be taken by notification in East Bengal and Assail) Herald as a definition of villages for the purposes of the present situation in any area; and, where the survey has not been carried out by the Government or under its leadership, an area such as the Collector may, with the approval of the Revenue Council, by general or special order, declare that it is a village: provided that, when the order was made under article 101, it is required to conduct a survey and prepare a record of the rights to any area of the property. , possession or part of it, the government may by notice in East Bengal and assam Gazette announce that in such local areas, property, ownership or part of them village means an area which for the purposes of such survey and record rights can be taken by the Tax Official with the authorization of the Revenue Council as a survey and record unit. The caveat is new: the reason for its introduction was listed as follows. The definition of the village that was originally developed should allow the Government to state that maps of surveys conducted to produce data on rights should overshadow the Income Survey maps. Since then, it has been noted that this definition does not fully meet the staff's practical difficulties in income. Within this area, rights can be prepared at different stages in different villages. In practice, it would not be possible, or at least extremely difficult, to issue a notification provided in paragraph ((b) of the definition Every village is measured. So, in the development of the record, in recycling and the resolution of disputes, for example with regard to residency rights, the tax officer considers it necessary to consider as a village a unit that has not yet become a village in the eyes of the law. This reservation is intended to meet this difficulty and to enable the Government to state that when a particular area has been adopted with the approval of the Revenue Council as a survey and record unit, such an area or unit should in fact become a village for all purposes of the Act. (11) Agricultural year means that where the Bengali year prevails, the year begins on the first day of Baysah, where the year of Fasli or Amli prevails, the year from the first day of Asin, and where any other year prevails for agricultural purposes, this year. Agricultural years -- The Bengal Year prevails in general throughout Bengal, and is now in areas where other years are not common. November 1, 1885, the day the law was enacted, was the 17th Kartik, 1292, according to the Bengal year. Fasli or Harvest Year prevails in the Patna Division (Vis., Champaran, Saran, Muzaffarpur, Darbhanga, Patna, Gaya and Shahabad), in the districts of Bhagalpur and Monghair of the Bhagalpur Division, in Parganas Dharampur, Harawat, Chhai and Dafar in the west of Purnea district, in The Godda Unit, Tuppa Harwai from Dumka, all in the Sontal Parganas area, in the Palamau district, in Harakdiha, hazarabah district, in Pargan Barabhum in The Manbhum district of Manbhum and also in some parts even Singhbhurn of the Division of Chota Nagpur. November 1, 1885 was the 9th Kartik, 1298, according to the year of Fasley. Amli (income) or Wilayati a year prevails in Orissa, in the Tamluk and Contai divisions of the Midnapur district, as well as in the sadar subsection of the same area, with the exception of the thanahs Binpur, Garhbet and parts of Debra

and Keshpur, and in those parts of the Singhbhum district where the fasli year is not used. That it operates in some parts of the division of Chota Nagpur is evident from the sec. 31 and 44, Act I, British Columbia, 1879. It starts with a different date each year. November 1, 1885 was the 18th Carthic, 1293, Amli or Wilayati of the year. Chittagong is dominated by the year of the Magha (i.e. the full moon of the Mag). November 1, 1885 was the 17th Kartik, 1247, according to the year of the Magee. The Year of Mulki prevails in those parts of purnea district, i.e. Parganas Haveli, Surjapur, Powahali, where the years of Fasli and Bengal are not in force. The year of Fasli is dominated by Parganas Dharampur, Harawat, Chhai and Dafar, and Bengali in the southern and southeastern parts of the district, Visas., Parganas Kakole, Badur, OK. The Year of Mulkey is a year ahead of Bengali In the Ranchi area and surrounding areas of the Hazarabah district, there is a Sambat year. Samba/year can be easily set by adding 57 to the year of the Christian era. (12) Permanent settlement means permanent settlement of Bengal, Behar and Orissa, made in 1793. Permanent Settlement.- This provision was issued with the intention of making it clear that the permanent settlement referred to in the Act is in all cases a permanent settlement of Bengal, Behar and Orissa, made in 1793, and not in any area or area subsequently settled, a permanent settlement of such an area or area. (Commission report on the lease, vol. I. p. 14, paragraph 23). This was the rule set out in Paran Bibi vs. Sidi Nazir Ali, (W. R.; Sp. No, Act X, 71). See also Nagendra Lal Chowdhury vs. Nazir Ali, (10 C. W. N., 503). The date of the permanent settlement was held on March 22, 1793 (Dhanput Singh v. Human Singh, W. R., Sp. No, Act X, 61; Rajesari Debi vs. Shibnath Chaturji, 4 W. R., Act X, 42). Some parts of Reg. III of 1828 it is shown that the Sundarbans until that date continued the property of the state. (Tamash vs. Asutos Dhar, 4 C. W. N., 513). (13) Continuity of testamental continuity. (14) Signature includes marked when a person making a sign is unable to write his name; it also includes a stamp with the name of the person in question. (15) Appointed funds, from time to time prescribed by local authorities by notification in the official gazette. Extended to Chota Nagpur department, except the Manbhum Area (No, February 9, 1903) : But the current law is Act VI, British Columbia, 1908. (16) The collector means that the district collector or any other official named by the local government performs any of the collector's functions under the Act. Notices under this subcharging.- On notice of 21 April 1886, published in the Calcutta Newspaper 28th Idea, Part I, page 466, all officials in charge of the units were invested with the authority of the collector to view the view of the functions mentioned in sections 69-71 (relating to rent) of the Act. In the notice of May 28, 1886, published in Kolkata on June 2, 1886, Part I, Page 652, Deputy Collector of Howrah, and a notice dated May 4, 1893, published in the Calcutta newspaper of the 5th idem, Part I, page 274, senior deputy collector at Gaia's Sadar station, were invested with the authority of a collector with the purpose of unloading the features mentioned in these sections. In a notice dated 7 October 1886, published in the Calcutta gazette of the 13th, Part I, p. 1912, all officers in charge of the units were invested in the Collector's authority for this purpose. to perform the functions mentioned in sections 12, 13 and 15 of the Act. The appointment of an employee to perform the functions of collector in accordance with specific sections does not make him a collector for all purposes of the Act (Mohabat Singh v. Umahil Fatima, 28 Calc., 69). 17) In any provision of this law, the Tax Enforcement Service includes any official official official position that the local government may appoint by name or by virtue of its position to perform any of the functions of an income officer in accordance with this provision. Extended to the Division of Chota Nagpur, with the exception of the Manbhum Area (no. 9 February 1903.) The current law exists Act VI, British Columbia, 1908. According to the sec. 3 (17) Of the Rent Act, officials may not be vested in the general authority of an income officer, but with certain functions only in accordance with certain provisions of the Act. (Settlement Guide, 1908, Part I, Ch.5, Rule 76 p.22 of May 8, 1876) Notices in accordance with this subdivided.-Notice of 11 February 1890, published in the Kolkata Gazette of the 12th idem, Part I, p. 121, all deputy collectors in the lower provinces of Bengal were authorized to perform the functions of income officers in accordance with H. VI rules issued by the government under this law. On notice No. 1628 I.R., dated March 17, 1905, all Deputy Commissioners and all Deputy Collectors currently serve, or who may subsequently serve in the districts of Hazarabah, Ranchi, Singhbhum and Palamau, are authorized to perform all income officer functions under Chapter II of the Chota Nagpur Mitigation Act, IV (B. C.) of 1897, as amended in Act V (B. C.) of 1903. The current law in the Chota Nagpur Division will be enacted in Act VI, British Columbia, 1908. They are also vested in the full authority of the Revenue Officer under Rule 3 of the Government Rules under section 13 of the Law on The Mitigation of Travel Rights to Chota Nagpur, IV (B.C.) of 1897. (18) Registered means registered under any law at the moment in force for registration documents. Documents executed by landlords or tenants will be found to come within one or the other of the following stops:---- (1) sale cases, mortgage or gift to the interests of the landlord or tenant; (2) Rent; (3) Contracts of increase; and (4) documents that create conditions for ownership and ownership. Registration of documents of sale, mortgage or gift.- Documents of purchase or mortgage, rights to or tangible real estate worth 100 or more rubles, as well as acts of granting real estate to any must be registered (Sec. 17, Act XVI of 1908, Sec. 54, 59 and 123 of Act IV of 1382). Previously, the registration of documents of purchase or mortgage of such property worth less than 100 rubles was optional (sec. 18, Act III of 1877) ; but since as Enactment of Act IV of 1882, the sale of such property may be made only by a registered document, or, in the case of real estate not subject to the provisions of Sections 12 and IS, in the case of real estate other than permanent ownership and raiyati holdings at fixed rates), by granting the property (Narain Chandra Chakravartti v. Dataram Rai, 3 Calc., 597; 10 K.L.R., 241; The registration of the sale represents sufficient property delivery to convey interest in the land referred to (Ponnaya Goundan v. Multu Goundan, 17 Mad., 146). Mortgages of real estate worth less than 100 rubles, which are not cooled under the provisions of sections 12 and 18 of this Act, can be used either by an unregistered act signed by the Mortgagor and verified by two witnesses, or, with the exception of a simple mortgage, by surrendering the property (sec. 59, Act IV of 1882). Delivery of property worth less than 100 rubles in accordance with the purchase agreement or mortgage, which is not provided by the provisions of sections 12 and 18 of this Act, gives (except for a simple mortgage in which there can be no transfer of ownership) a good name and will not be affected by the subsequent registered case in favor of another; while the delivery of property above this value will be useless in respect of the subsequent registered case, despite the provisions of the sec. 48 Of the Registration Act, which stipulate that all properly registered non-probate documents relating to movable or real estate must come into force against any oral agreement or declaration if if the agreement or declaration is not accompanied or accompanied by the delivery of possession. However, it was found that in cases where a person acquires with an actual notice of prior oral agreement to sell to another person, he is not allowed to keep the property, and the action claim may be successfully supported by such another person against him and the seller (Waman Ram Chandra v. Dhondiba Krishnaji, 4 Bom., 126; Nemai Charan Dhabal v. Kokil Bag, 6 Calc., 534; 7 C.L.R., 487; Chandra Nath Rai vs. Bhairoh Chandra Sarma, Calc., 250 ; Chandra Kant Rai vs. Krishna Sundar Rai, 10 Calc., 710 ; Kannan vs. Krishnan, 13, 324.) Section 48 of the Registration Act still applies in the case of the sale and mortgage of a property worth less than 100 rubles, which will not be subject to sections 12 and 18 of this Act, as well as on rent on terms not exceeding one year, or exempt by the Government from registration under the sec. 17 Registration Act. Sections 12 and 18 of this Act should be considered as a supplement to the provisions of the Registration Act and property and they they they Transfer documents by sale, donation or mortgage permanent tenure and raiyati holdings at fixed rates mandatory; so oral agreements or declarations or unregistered documents relating to such transfer of such property may be unwilling, even if they are accompanied by possession (Dharmodas Das v. Nistarint Dasi, 14 Calc., 446). Cases of sale or donation of ordinary districts of any value must also be registered under section 54 and 123 of the Transfer Act. If the secured amount is less than one hundred rupees, the case, if any, must be signed by the Mortgagor and tracked by at least two witnesses. Rent.- There is no definition of rent in this Act. In the sec. 2, Act III of 1877, the term leasing is said to include a counterparty kabuliyat, an obligation to cultivate or borrow and a lease agreement. In the sec. 2, p.m. 16, Act II of 1899 it is defined as the lease of real estate and as incorporating also a) a) a) kabuliyat or other obligation in writing, without being a rental partner, cultivate, borrow or pay or deliver rent for real estate, (with) any tool by which the fees of any description allow, and (d) any letter on the application of the lease intended to designate the lease intended to designate the lease that the application is granted. Section 105 of the Transfer of Property Act (IV of 1882) considers the lease of real estate to be a transfer of the right to use such property made over a period of time, express or implied, or peril, subject to the price paid or promised, or money, share of crops, services or any other value that will be provided periodically or in certain cases to transfer by the re-lease, which is accepted. Thus, it is not just a contract, but a transfer and affects the transfer of property (Raghunathdas Gopaldas v. Morarji Jutha, 16 Bom., 568). Mr. Field, in his digest, page 3, proposes the following definition: Leasing means a contract to create or continue the relationship between the landlord and the tenant and is performed by the landlord in favor of the tenant. Patta, it defines as a written lease provided by ryot. The rent provided to the tenant should not always be written. Parol leases are in most cases quite valid. In this law, the word leasing seems to be sometimes used in the sense of a lease agreement. Tenants' rent is exempt from stamp duty.- Article 35, Schedule I, Stamp Act exempts from duty (1) rent made in the case of a cultivator and for the purpose of cultivation (including the rental of trees for food or beverages) without paying or delivering any fine or premium when a certain period is expressed, and such a period does not exceed one year, or when the average annual rent is reserved no more than one hundred rupees (see In re Bhavan Madhar, 6 Bom., 691) ; and (2) the analogue of any lease granted to the cultivator, and Article 16 of the same schedule exempts from the obligation of renting a lease when such rent is exempt from duties. The High Court of Allahabad stated that under the term cultivator in this article speak only those persons who actually cultivate the soil themselves or cultivate it by their family members, or their servants, or by hired labour, as well as by their own or hired warehouses. The class of husbands or actual agronomists is meant; not farmers, middlemen or tenants, even if cultivation may be carried out to varying degrees by such persons in the area covered by their rent (5 All., 360; Stamp Ref.). The Income Council ruled in 1896 and again in 1902 (see Circular Order of Council No. 14 of 1902) that a document executed by raiyat surrendering an oral lease, evidenced only by the entry of his name into the landlord's register, should be stamped as an exemption under Article 55, Schedule I, and is not exempt from the obligation as renting under Article 6. , Schedule I. This, however, was abolished in the recent circular march of March 1909, and the current ruling is that: - The rent that is subject to stamp duty is the lease as defined sec. 2, (16), Act II of 1899 and is definitely a written lease. Oral rent is exempt from duties, and the written lease of such rent is also exempt from duties under this article. In the case of a written lease subject to article 35, the exemption (a) and in the case of all oral lease agreements of the document under which the cultivator surrenders its right to the tenant, is exempt under this article. The surrender payment does not make the surrender document subject to stamp duty, which would otherwise have been exempted under the provisions above: Council Letter No. 1402 B of 13 March 1909. See also Bhairab Chandra Das vs. Kali Chandra Chakravartti (16 W.R., 56); Safdar Ali Khan vs. Lachman Das, (2 All. 554) ; Gurdian - Yauhri Mal, (7 all., 820). Registration of leases.- Article 17, cl. (d) Act XVI of 1908 provides for mandatory registration of real estate rentals from year to year or for any period exceeding one year or the reservation of annual rents. However, the local government may exempt from this provision the lease concluded in the area or part of the district, the conditions of which does not exceed five years, and the annual rent reserved for which does not exceed fifty rupees. Article 18, cl. (c) The Act provides for the optional registration of rental property on any not exceeding one year and is exempt from rent under article 17. These provisions are repeated in section 107 107 The Transfer of Property Act, which stipulates that the rental of real estate from year to year or for any period exceeding one year, or the reservation of annual rent, can only be made by a registered document; while all other real estate leases can be made either by instrument or by verbal agreement. Section 106 of the same law further stipulates that, in the absence of a contract or local legislation or use of the contrary, the lease of real estate for agricultural or production purposes is considered to be rented year after year, for a period for which less or less can be put, by the six months of notice expiring with the end of the year of lease. Bit under section 117 of the Chap Act. The V, in which both sections are torn up and 107 occur, do not apply to leases for agricultural purposes unless covered by local government, which has not yet been done; so that the above provisions of the Property Transfer Act are not yet practical, at least with regard to the rental of agricultural products. Rent that requires registration.-When the term patta is expressed by the words san-basan, year after year of the lease means, that is, the lease, which is defined for one year and will continue after that period until it is duly put an end to either party, and such a patta must be registered (Ram Kumar Mandal vs. Brajahari Mirda, 2 B.I.R., A.K., 75; 10 W.R., 410). The lease for more than a year is nevertheless a lease, because the condition is attached to consideration and because its term can be reduced by the payment of the amount of money the tenant: it must therefore be registered and cannot be used as evidence if not registered (Baksh Ali v. Nabotra, 13 W. R. 468). The same rule applies in the case of the Kabuli for one year, but contains a provision extending his term for more than one year (Kisto Kali v. Agemona Bewa, 15 W. R., 170). The lease for one year, but which must remain in force until another putt is granted, must be registered (Venkatachellam Chetti v. Audian, 3 Mad., 358). Daul darkhast, or seven-year lease offer, on which the word granted was written by the landlord as a sign of his acceptance proposal, requires registration (Safdar Reza v. Amzad Ali, 7 Calc., 703; 10 C. L. R., 121). But see Dwarka Nath Saha vs. Ledu Sikdar, (33 Calc., 502). The lease of sir-i-peshgi, granted for one year, but with the caveat that if the loan is not repaid during this time, it must continue in force, is a lease agreement, registration of which is mandatory (Bhobani Mahto v. Shibnath Para, 13 Calc., 113). Agreement four years requires registration if the parties intend to create the current demise, although the agreement may provide for the subsequent implementation of the official document (Parmanandas Jivandas v. v. v. Virji, 10 b/s, 101). The rental of real estate for the life of the tenant is a lease for more than one year and therefore requires registration (Parshotam Vishnu v. Nand Prayag., 18 Bom., 109). Rent is not required to register.- Rent for one year certain containing expression on the part of the tenant to keep the land longer on the same rent, if the landlord must wish, is a lease for a period not exceeding one year and does not require to be registered (Apu Budgavdt v Narhari Annaji, 3 Bom , See also Jagjivan Das Javherdas v. Narayan 8 Bom., 493; Jagdesh Chandra Biswas vs. Abidullah Mandala, 14 W. R 68; Santa Propad Das vs. Parasu Pradhan, 26 W.R., 98; Hayali vs. Hasein Bahsha, 8 all, 198; and Boyd vs. Krieg, 17, 548). Where the lease contains provisions for annual rent and for the payment of rent in advance each year, but also contains a provision that the rent is absolutely defined at any time under the tenant's option, it was stated that such an act was not mandatory registration (Ratnasabhapathi v. Venkatachalam 14 Mad., 271). Simple pre-leases, such as a dul-darkhast or a rental offer not accepted by the landlord, do not require registration (Chumi Mandar v. Chandi Lai Das, 14 W. R., 178; Mehrounissa v. Abdul Chani, 17 W. R., 509; Lahmesar Singh v. Ducho, 7 Claque., 708; 10 K.L.R., 127; Lal Jahru, 7 Calc, 717). Preliminary lease terms such as daul or amaldari also do not have to be registered (Golak Kishan Acharji v. Nand Mohan De, 12 W. IC, 394). Amaldazak, granted only to seize property prior to the execution of the official document, does not require registration (Banwari Lal v. Sangam Lal, 7 W. R., 280). Amalnoma is also of no interest for the year (Radhika Prasad Chandra vs. Ram Sundar Rai, 1 B. L.A. C., 7; Abdul Viduna Jones vs. Charone Esmile, 7 B. L. R., App., 21). The lease agreement does not require registration (Bhairab Nath Khettri v. Kishori Mohan Shaha, 3 B. L. R., App., 1). In cases where the tenants of Ekrarnama together promised that they would sign and register the rent kabuls at the mentioned rates, it was held that the document was not sedation. (h) sec. 17 of the Registration Act, III of 1877, and under the act of cl. (h) as a document simply creating the right to receive another document that, in the execution, create or declare interest (Pratap Chandra Ghosh vs. Mohendra Nath Parkhait, 17 Calc., 291; L.R., 16 I.A., 233). The daul-fichrist, containing a list of possessions and rental rates of the paradises with their signatures and defining seven years as the period during which these stocks were to continue, should not be registered (Kartik Nath Pandey v. Khakan Singh, 1 C. L. R., 328; Ganga Prasad v. Gagan 3 Calc., 322 ; Narain Kumari vs. Ram Krishna Das, 5 Calc., 864). Document Document in fact, this is not a rental, but a mortgage, which is less than 100 rubles, is not acceptable due to the incredible registration (Ishan Chandra v. Sujan Bibi, 7. B.L.R., 14; Ram Doolari Coer vs. Thakur Rai, 4 Calc., 61). A document providing for the payment of part of the salami on clay when ownership was to be granted and to pay the remainder in installments is not a lease or lease agreement, and is acceptable as evidence without registration (Kedar Nath Mitra v. Surendro Deb Rai, 9 Calc., 865). The agreement, changing the terms of the lease, should not be reduced to writing or registration (Satyesh Chandra Sarkar v. Dhanpal Singh, 24 Calc., 20). Rent created by a simple rental society does not require registration (Huda Buksh v. Sheodin, S All., 405; Jivraj Gopala vs. Ataram Dayaram, 14 b., 319). A document given by the land owner to his tenant, which changes the terms of the lease with reference to the size of the rent, is not a tool related to the interest in real estate, and does not require registration (Obai Goundan v. Ramalinga Ayyar, 22 Mad., 217). Registration of leases for sub-districts. - In addition to the above-mentioned provisions, it is also necessary to put leases if the rent reserved in them exceeds 25 per cent. rents paid by their landlords are raiyat (sec. 48(a); and their homeowners cannot collect rent, exceeding their own by more than 50 per cent: in the case of non-registration, the landlords of the district cannot recover from rents exceeding 25 p.p. of rent paid by them (sec. 48 b) . if it intends to create a term exceeding nine years (sec. 85 (2)In the case of subletting carried out prior to the start of the Lease Act, they are valid only for nine years after the act (sec. 85 (3)). Registration of enhancement contracts - Contracts for increasing occupancy or non-end raiyat leases must be registered (sec. 29 (a) and 43) , subject to, however, a reservation (1) to s. , and a reservation to s. 43, in respect of the three-year continuous payment. There is no provision for rent increases for landlords, raiyats holding at fixed rates or sub-districts, except when the rent paid by them exceeds the rent paid by their owners by more than 25 per cent., the contract must be registered, and even then they may not exceed the rent of landlords by more than 50 per cent. Registration of documents that create conditions of ownership or ownership.- Section '61 puts in place (1), which is the term Incumburs, referring to the lease, any sub-rent, easement or other right or interest created by the tenant on his ownership or ownership or in limiting his own interests in doing so rather than a protected interest as defined in the sec. 160; and (2) that the term registered and notified incumbrance, used in reference to ownership or holding sold or subject to sale in the execution of the rent arrears decree in this regard, means that the incumburs created by a registered document, a copy of which, at least three months before accruing arrears, served on the landlord in accordance with the law. In the case of the sale of ownership or ownership at fixed rates, it is first put up for sale subject to registered and notified incumulates (sec. 164), and only in the case of the sale of income is not enough to eliminate the amount of the decree with costs that the term of ownership or holding at fixed rates can be sold with the power to cancel all inculcates (sec. 165). Employment holdings are usually sold with the power to void all incumbrances (sec. 166) ; however, the local government has the right to send by notification in the official gazette that the houses it occupys or any specified classes of occupied assets in any area for sale in the execution of rent orders are subject to sale, subject to registration and notice (sec. 168). So far, the local government has not issued such a notice. The effect of non-registration of documents required for registration.- Section 49 of the Registration Act provides that there is no (the meat of the ham required by section 17, which must be registered, does not affect any real estate contained in it, or may be obtained as evidence of any transaction affecting such property if it has not been properly registered, and under sec. 91 of the Evidence of Secondary Evidence of such contents is inadmissible. 7 W.R., 112; Omar vs. Abdul Ghafoor, 9 W. R., 425; Rahamatullah vs. Sariatullah, 10 V.R., F.B., 51; I.L.R., F.B., 58; Ram Kumar Mandal vs. Brajahari Mirda, 10 W.R., 410; 2 B.L.R., A.K., 75; Kabulan vs. Shamsher Ali, II W. R., 16; Kala Chand Mandal vs. Gopal Chandra Bhattacharjee; 12 W. R , 163 ; Dinonat Muhurji vs. Debnath Mallik, 5 B. L. R., App., 1; 13 W.R., 307; Futeh Chand Sahu vs. Lilambar Singh Das, 9 B.L.R., 433 ; 14 Moo. I.A., 129; 16 W.R., P.K., 26; Kraudi vs. Cuyar Chaudhry, 21 W.R., 307; Shiba Sundari Deby vs. Saudamini Deb, 25 W.R., 78; Ram Chandra Khaldar vs. Gobinda Chandra Sen, 1 C. L. R., 542; Khurjivan Virji vs. Jamsetji Nowroji, 9 Bom., 63; Nangali vs. Roman, 7, 226; Sambaya vs. Gangaya, 13, 308; Parasram V. Ganpat, 21 b.v., 533). The rent, which is required by law to be registered, does not If unregistered, be obtained as evidence, even the personal liability of the tenant there under (Martin v. Sheo Ram Ram 4 All., 232) But when the right , the landlord is allowed, and the rate of rent is not disputed, and the only issue is payment, the claim fur debt rent should not be dismissed for non-registration time kabuliat defendant (Reza Ali v. Bhikan Khan, 7 W. R., 334 ; Dinonat Muhurji v. Debnath Mallik, 14 W. R., 429. If the lease for an unimportant registration is ineffective, the landlord does not require the right to give other proof of rent and, 429. to the Court to rule on his right to ejection (Venkatagiri zamindar v. Raghava, 9 Mad., 142). The tenant can prove his lease without proving his lease if he has one that is unacceptable for non-identity registration (Surat Narat Narain Lal v. Catherine Sofia, I C. W. N., 248; Sita Palnat vs. Dwarf Garu , 4 C. W. N., Ixii ; Fazil vs. Keramuddin, 6 C. W. N., 916; See also Kedarnath Joardar vs. Sharafunnissa, 24 V.R., 425). An unregistered document, if the delivery of the property follows, can be used as proof of this possession (Gopi Chand v. Liakat Hossein, 25 W. R., 211). In a claim for violation of the registration pact contained in an unregistered mortgage document, the defendant cannot declare a non-registration document in order to protect himself. Such an act is permissible in evidence as a collateral purpose without registration (Sham Narain Lal v. Hemahit Matoe, 4 B.L.R., F.B., I; 12 W.R., F.B., II; Manmotonat De vs. Srinath Gosh, 20 W.R., 107; Nagappa vs. Viru, 14- s (1:0, 55:5). Raja Venkatagiri vs. Narayana Reddy, 17 Mad., 456; Magniram v. Gurmukh Rai, 26 Calc., 324), an unregistered document requiring registration as affecting interest in the land is allowed as evidence for any purpose for which registration is collateral (Lachmipat Singh Dugar v. Khairat All, 4 B. L. R., F. B., 18; 12 W. R., F.B., II; Scibsad Das vs. Anna 12 W.R., 435; 3 B.L.R., A.K., 451; Ultatunissa vs. Hossein Khan, 9 Calc., 520; 12 K.L.R., 209; Khushalo vs. Bihari Lal, 3 all, 523; Subramaniam vs. Perumal Reddy, 18 Mad., 454; Antagi vs. Dattaji, 19 Bom, 36; Wani vs. Bani, 20 b/s, 553). But it is only when the transaction is divided, as when on loan money he agreed (1) that the loan should be secured by a bond containing a covenant to repay the amount advanced : and (2) that certain assigned property he hypothetically as collateral for the repayment of the loan (Krishna Lall Ghosh v. Bonomali Rai, 5 Calc., 611 ; 5 K.L.R., 43; Bengal Banking Corporation v. McKertic, 10 calc., 315; Sheo Dial v. Prag Dat Misr, 3 All., 229; Gaur Charan Sarma v. Ginnat Ali, 11 C. L. R, 166; Lachman Singh v. Kesri 4 All., 3), and when the transaction is not reported, the unregistered document is inadmissible in evidence. Dad v. Ramnarain Sadkhan, 4 Calc., 83 ; 2 C. L. R., 428; Раджа Балу против Кришнарау Кришнарау Chandra, 2 b.v., 273; Vencatrazraudu vs. Papi, 8 Mad., 182; Guranath Srinivas Desai vs. Chenbasappa, 18, 745). In two cases, it was found that when an inadmissibility of evidence in the case of non-registration was not accepted in the Court below, it could not be admitted in the second appeal (Girish Chandra Rai Chaudhry v. Amina Khatun, 3 B. L. R., App., 125; Carrie v. Chatty, II V.R., 520). However, the two rulings have a period of time before the adoption of the sec. 49 of the Registration Act and does not appear to be a good law at this time. In another case, it was found that the court was obliged to regularly appeal objections that the document was invalid due to the lack of registration, although there may have been no objection to its admissibility in the Court below (Basawa v. Kalkapa, 2 Bom., 489). Conflict between registered and unregistered acts: - Article 50 of the Registration Act stipulates that documents of certain types, if registered, if registered, will come into force with respect to real estate, to which they relate to each unregistered document relating to the same property, and not as a decree or order, whether such an unregistered document is of the same nature as the registered document or not. The provisions of this section are much less important than they were before the transfer of property act, sec. 54 whose law virtually abolishes optional registration (for Garth, C. J., in Narain Chakravarty v. Dataram Rai, 8 Calc., 597; 10 C. L. R., 241). The only cases involving landlords or tenants, which may now be subject to conflict between registered and unregistered cases, are rentals of real estate for a period of no more than one year, rent specially vacated by the Government in accordance with the sec. 17 Registration Act, and a real estate mortgage worth less than 100 rubles. Registered cases of these classes should prevail over unregistered cases, whether accompanied by possession or not, except in cases where the deputy or the mortgagee, in accordance with the subsequent act, has taken notice of the previous act, in which case the previous case will prevail (Abul Hussain v. Ragu Nath Sahu, 13 Calc., 70. See also Fazladin Khan vs. Fakir Mahamed Khan, 5 Calc., 336; 4 K.L.R., 257; Narain Chakravarty vs. Dateram Rai, 8 Calc., 597; 10 K.L.R., 241; Beimaraz vs. Papaya, 3, 46; Kondaya vs. Guruwapp, 5 Mad., 139; Muthanna vs. Alibeg, 6, 174; Kadar v. Ismail, 9 Mad., 119; Krishnamma v. Suranne, 16., 148; Shivram vs. Geno, 6 b/s, 515; Khatising Sabha vs. Kuwarji Jawhera, 10 Bom., 105; Trikam Madhav Shet vs. Hardjevan Shet , 18 Bom., 332; Devan vs. Jadho Singh, 19 All., 145). In one case, after Wyatt v. Barwell, (19 ves., 432), it was said that it is only when a pre-carriage notice which registration is not mandatory so clearly proven to make it his buyer to accept and register transport to the detriment of the known name of another that the registered case will be affected (Bhalu Rai v. In another case, it was recognized that, although the mere fact of ownership that was taken by the buyer under unregistered transportation is insufficient in itself to establish good ownership in relation to the subsequent registered buyer, and is not conclusively a notification to him, it is not sufficient in itself to establish good ownership in relation to the subsequent registered buyer, and is not conclusively a notice of respect to it, it is not a conclusive notice of it, it is not possible to establish good ownership in relation to the subsequent registered buyer, and is not a convincing indication of the property in relation to it, it is not a convincing indication of the fact that the buyer was carrying it, it is insufficient in itself to establish good ownership in relation to the subsequent registered buyer, and is not convincing evidence of respect to it, but in most cases such possession is very convincing evidence of notice (Nani Bibi v. Hafizullah, 10 Calc., 1073. See also Dimo Nath Ghosh vs. Aulakmani Deby, 7 Calc., 753; 10 K.L.R., 129; Lakshman Das vs. Dastrat, 6 b/s, 168; Dandaya vs. Entbasap, 9 b.v., 427 Bolshevik Balkrishna V. Dattu 12 b/d, 569; Ram Auler vs. Dhanauri, 8, 540). Registered rentals, however, will not prevail against the rent being carried out by delivering ownership and paying premiums and rents. (Ismail vs. Ali Magomed, 13 C. W. N., civ.) 4: For the purposes of this Act the following classes of tenants, (namely): -- (1) owners of the property, including non-ownership holders, (3) under raiyats, i.e. tenants holding, whether immediately or immediately, under raiyats : and the following classes of raiyats, (namely): - a) raiyats holding at fixed rates, which means raiyats holding either renting a fixed forever or at a rate fixed in perpetual b) occupancy-paradise, i.e. residents who are entitled to occupy on the lands held by them, and c) non-finish paradises, that is, paradises, that is, the district, that is, the district, which is not entitled to occupy on the lands held by them, and c) the non-end of the paradises, that is, the district. Extended to Orissa (No. 10 September 1891). In addition to the classes of raiyats mentioned in the subsed (3), there is another class of viz., settled raiyats, i.e. raiyats, which for twelve years spent as raiyats of the land are located in any village (kind of sec. 20 and pay attention to it). The value of the owner of the property and raiyat 5. (1) The owner of the property means primarily the person who has acquired the right to own the land from the owner or other owner in order to collect the rent or attract it for cultivation by creating tenants on it, and also includes successors for the benefit of the persons who have acquired such a right. (2) Rayat means, first and foremost, a person who has acquired the right to land for the purpose of cultivating it himself, or by members of his family, or by employees, or with the help of partners, and also includes successors for the benefit of those who have acquired such a right. Explanation.- In cases where the tenant of the land has the right to build it for cultivation, it is believed that he has acquired the right to hold it for the purpose of cultivation, despite the fact that he uses it for cultivation collecting products from it or grazing cattle on it. (3) A person cannot be considered a raiyat unless he owns the land either directly under the owner or directly under ownership. (4) In determining whether the tenant is the owner of ownership or raiyat, the Court must consider - (h) the purpose for which the lease was originally acquired. (5) Where the area on which the tenant is located exceeds one hundred standard bigs, the tenant is considered the owner of the property until the question to the contrary is resolved. Extended to Orissa (no, 10 September 1891.) Subsection (I) was extended to the Chota Nagpur Division, with the exception of the Manbhum area (not February 9, 1903); but the current law is Act VI, British Columbia, 1908. The value of the owner of the property and paradise. - The Special Committee, in its report on the Bengali Rental Bill, 1883, explained that in this section they wanted to describe, rather than define, each class as they felt, any attempt to articulate a rigid definition of each class, as they felt, any attempt to formulate a rigid definition of any class tended to create rather than eliminate difficulties. (Elections from documents relating to the Bengal Lease Act, 1885, p. 231). However, this description is consistent with the High Court's rulings on this matter under the former Rental Act. See Dhanpat Singh vs. Human Singh, W. R., Sp. No, 1864, Act X, 61; Gobi Mohan Rai vs. Shib Chandra Sen, I W. R., 68; Ram Mangal Ghosh vs. Lahi Narain Saha, I W. R., 71; Karu Lal Thakur vs. Lahmiypat Dugar, 7 W.R., 15; Uma Charan Datta vs. Uma Tara Deby, 8 W. R., 181; Kali Charan Singh vs. Amiruddin, 9 V.R., 579; and Durga Prasanno Ghosh vs. Kali Das Datta, 9 C. L. R., 449. In the last mentioned case it was noted that the only test of the interest of the raiyati that can be applied in the current state of the law is to see what state the land was in when the lease was created. If the district already owned the land, and the created interest was the right not to the actual physical possession of the land, but to collect rent from these paradises, it is not a paradise interest. If, on the other hand, the land of the jungle is either untreated or unoccupied, and the tenant was let into physical possession of the land, that would be raiyati interest ; and the nature of this interest, thus created, will not, in accordance with a number of decisions of this Court; be changed as a result of the subsequent fact of the tenant sub-tenant for the non-borrowers. The fact that a person has acquired ownership of the land from the owner or other owner in order to collect the rent is not sufficient to prove that he is the owner of the right of ownership under the meaning of the Bengal Lease Act. It is necessary to prove that the land has been surrendered to agricultural or Goals (Umarao (Umarao Magomed Rajoby, 27 calc., 205 ; 4 K.W.N., 76). The description of the property as a jota does not necessarily show that it is not property, and that it is simply a cultivation of a jot or holding (Nawab Ali v. Hemanto Kumari, 8 C. W. N., 117). The lease, which was originally created for the purpose of growing rather than collecting rent, was carried out partly nij-jote and partially issued to tenants; noted, that this did not change the original nature of the grant, which was raiyati, even against the part released (Baidya Nath Mandal v. Sudharam Misri, 8 C. W. N., 751.) Want to own the land and pay as rent for the amount exceeding one hundred rupees per year, for the purposes of evaluation under the Sess Act, possession, not cultivation of raiyat(C. , 535). Renting zar-i-peshgi is not a simple contract to grow land for rent, but is a provision for the tenant for his advanced money (Bengali Indigo Co. vs. Raghubar Das, 24 Calc., 272; L.R., 23 I.A., 158; I.V.N., 83). And only in the case of a simple contract to grow land let it matter, which could be called zar-and-pesgi, would create a rayat interest (Ram Helavan Rai vs. Sumbu Rai, 2 C. W. N., 758), But the paradise, renting the zar-and-sands land he was previously or was then put in possession, does not lose his status as a raiyati or deprive himself of the right to acquire the right to reside in the land (Ramdhari Singh v. McKenzie , 10 C. W. N., 351). A person may have initially purchased a large plot of land ostensibly for the purpose of cultivating it himself, or by his servants or members of his family, but may transform himself, as the speech may, like third parties, into a rental receiver, and give these persons the right to remain on the land as a residence of raiyats (Mohesh Ja v. Manbharan Mia, 5 K.L.D., 522). The definition of ownership and raiyat in this section is not exhaustive, ibid; it was conducted by Rampini, C. J., in the case of the Secretary of State against Karuna Kant Chowdhury, 35 Calc., 32 : II C. W. N., 1053, F.B., that the definition of ownership is wide enough to include ijardar chalk profits. There is nothing in the policy of law that would prevent the establishment of an intermediate possession between a putnidar and a darputnidar (Madhusudan Saha Chowdhury vs. Debendra Nath Sarkar 7 C. L. J., 230.) Farmers of state estates when owning:-Farmer real estate that is owned by the government is the owner under the Bengal Lease Act, a payment that it makes to rent as defined in Section 3 (5) rather than income. Therefore, his lease cannot be cancelled. It can only be determined by its ejection issued in a conventional lawsuit, and the condition in its lease allowing the cancellation without a claim cannot be enforced 66, 89 and 178 (1) (0) . On the other hand, the owner-owned owner takes the owner's place when he comes into contact with the Government and thus pays the land income instead of the rent. Thus, it does not hold the right of ownership, and its lease may be terminated by default if it contains a clause in this account (Bd. of Revenue's C. O., No. 9 of September 1893). (See also Income Resolution Guide, 1908, Part III, Part 4, page 762, 763 and page 199-200) Subs are section (41, paragraph b). The purpose for which the lease was purchased.- The definition of raiyat given in this section is not exhaustive, and there is nothing in it to exclude the person who took the land for horticultural purposes (Hari Ram v. Narsingh Lal, 21 Calc., 129). Rayat does not become an intermediary simply because, instead of cultivating land, he builds shops on it and takes profits from shopkeepers (Khajurunnissa v. Ahmed Rezah, 11 W. R., 88). In cases where the land with the landlord's consent ceased to be agricultural, and the tenant has since built a manor or used part of the M for tanks or gardens, the nature of ownership (i.e. renting) has not changed in this way (Prasanno Kumar Chaturji v. Jaganath Basakh, 10 C. L. R., 25). But see Mohesh Ja vs. Manbharan Mia, 5 C. L. J., 522. However, the tenants of the land leased for construction and for the creation of the coal depot are neither owners nor paradises, nor sub-districts, and the land rented for this purpose does not fall within the scope of this law (Ranigunj Coal Association v. Jadunath Ghosh, 19 Calc., 489). Rights like paradise can be acquired under the intruder.-Rights like raiyat can be acquired, although raiyat was empty in the land by a person who is found to have no property rights, and therefore be a violator. It doesn't matter whether the paradise entered the ground before or after the passage of this Law (Mohima Chandra Saha v. Hazari Paramanik, 17 Calc., 45; Bnad Prakaqi vs. Kalu Paramanica, 20 Calc., 708). But the tenant had to enter the land in good faith under the actual owner, who is not the real owner (Piari Mohan Mandal v. Radhika Mohan Hazra, 8 C. W. N., 315) ; Upendra Chandra Bhattacharya vs. Pratap Chandra Pradhana, 8 C. W. N., 320). Cm. Note to the sec. 3 (3), page 25. Subsal section (5). The lease area.- Owners of the indigo factory, which occupied the land well exceeds the limit set in the subdivision (5) of this section, in accordance with the sequential lease for more than twelve years, no raiyats, either employment or inequitability, within the meaning of the law (Bengal Indio Company v. Raghubar Das, 24 Calc., 272; L.R., 23 I.A., 158:1 K.W.N., 83). The presumption arising in accordance with subcharact (5) is refutable and can be refuted by the terms Sen. Canto Sircar, 10 C. W. N., clxiv). However, this is not sufficiently refuted by the fact that the Caboolture, made by the tenant, is on a printed form intended for cultivators, or that in the rental receipt given by the landlord to the tenant, the latter is described as paradise (Gokul Mandar v. Padmanand Singh, 29 Calc., 707; 6 C. W. N., 825). The presumption emerging from this section is rebuttal (H. B. Dalgleish v. Damodar Narain, 8 C. L. J., 533). Rent increases. Tenure, which has been held since the permanent settlement, can only be improved in some cases 6. Where the period of ownership has been held since the permanent settlement, its rent is not subject to an increase, except for evidence - (a) that the landlord under whom he is located has the right to raise the rent either under local customs or on the conditions under which the property is available, or (b) that the owner, having received a reduction in the rent, otherwise than because of the decrease in the area of ownership, has subjected himself to an increase in the payment and that the land can afford it. Rents of homeowners can also be increased by increasing the area - This section is based on the provisions of cl 1, sec. 51 Reg. VIII of 1793, which is repealed by this Act (see S.I.). It should be read along with the sec. 52 of this law, which stipulates that every tenant is required to pay additional rent for all land proven to be larger than the amount for which he previously paid rent, and is entitled to a reduction in rent due to any obligation, proven to measure, to exist in the area of his ownership or possession compared to the area for which the rent was previously paid to them; therefore, owners of the property to which this section applies, in particular, owners of ownership from the time of the permanent settlement, but not at a fixed rent or fixed rate of rent, are obliged to raise the rent on the basis of the increase in the area, as well as on the grounds mentioned in this section. Owners of tenure and raiyats holding fixed rents or fixed rental rates since the permanent settlement are required to increase the rent only on the grounds that they have been changed in their area of ownership or ownership (section 50). No notice of increase is required.- Section does not require the issue of notification of the increase, as was the case in the former law. This is the result of the recommendation of the Rent Commission, which said: It is important to note that we have waived the notice

of increase required under this legislation and which was also required in the old Regulations, into force before 1859. Such a large percentage of cases of increase failed because it was not found that the notification attention served, or because the notice was defective in form, form, it seemed very appropriate to abandon the detailed information, the practical result of which was to delay and prevent the real issue in question between the parties. Accordingly, we have made the institute raising the claim to be a notice to the tenant . (Commission report on the lease, vol. I, page 34, paragraph 63). Clause (b). Reducing rents that entitle landlords to raise.- The third reason for the increase mentioned in section 51 reg. VIII of 1793, it was that the talukdar, having received the rids of his Jama, subjected himself to paying the required raises. It was held that the plaintiff was not entitled to a raise under this provision, simply because the rent became lower in degree (Nabo Krishna Mazumdar v. Tara Mani, 12 W. R., 320), and that it was necessary for the zamindar to directly find out when and for what reason talukdar received the abatement of his jam, and thus subjected himself to the payment of the increase demanded (Krishna 19 W.R., 338). Proof of ownership at the time of permanent settlement.- In a claim for higher-rate rent arrears, even if defendants can prove that they are dependent talukdars, sec. 51 of Reg. VIII 1793 will not apply to them unless they can clearly prove that their stay existed and can be registered on the date of the decimal settlement (Eshan Chandra Banurji v. Harish Chandra, 24 W.R., 146). But it is not necessary to show that it was registered during the ten-year settlement: it is enough to show that the term of ownership existed and could be registered at that time (Bama Sundari Dasi vs. Radhi Chau, 13 V.R., P.K., 11; 4 B.L.R., P.K., 8; 13. I.A., 248; Neil Mani Singh vs. Reina Chakravartti, 21 W. R., 439). The fact that the Jamabandi was mentioned in the document seven years before the ten-year settlement is presumptuous evidence of its existence twelve years before the ten-year settlement (Ramesh Chandra Datta v. Madhu Sudan Chakravartti, 5 W. R. 252). There is no need for direct evidence to prove the existence of a term of office prior to a permanent settlement; presumption in favor of its existence stems from evidence of the existence of possession for a very long time, say, since 1824 (Ananda Chandra v. Kunja Behari Pal 8 C. L. J., 171). On the other hand, the fact that taluk is not mentioned in the decimal or hink settlement as such, and that the land is included in the decimal settlement as part of the zamindari, does not provide any hard evidence against the existence of the taluk, since, being only a shikmi taluk, paying rent to the mine, the talukdars should not have mentioned it, and there was no need for the zmindar to do so (Wise Bhub 10 Mu IA, 174; 3 W.R., K., 5). In 1805, by decree of Sudder Dewani Adalat, it was announced that taluk could be separated from the zamindari, of which he was originally a part, in accordance with the provisions of section 5, Regulation VIII of 1793. The decree stated that, prior to separation, the rent should be paid by the Talukdar zamindar in accordance with the jama already assessed by the talaku, and that these incomes should be deducted from what is accrued on the zamindari when the separation is carried out. The secession proceedings then continued, but trials and delays resulted from no separation when lawsuits were filed in 1882 and 1885, during which the shareholders, who had been separated by the zamindari, announced an increase in the rent for taluk. It was conducted, that the decree of 1805, in effect for many years, was convincing that the tank was not dependent on zamindari, but was independent under Section 5, Regulation VIII of 1793 and that, therefore, the zamindars are not entitled to promotion (Hemanta Kumari Debi vs. Jagadendra Nath Rai, 22 Calc., 214 ; L.R., 21 I.A., 131). The burden of proof.-Dependent talukdar must establish its title as the strongest proof against the one coming in by buying for sale for arrears of income (Gopala Lal Thakur v. Tilak Chandra Rai, 3 W. R., P. C., 1 ; to Mu.I.A., 183). Proof of the existence of possession since the ten-year settlement is enough to prohibit a claim for promotion when the plaintiff is not an auction-buyer: when the plaintiff is an auction-buyer, he must show when he is purchased, before he can insist on direct proof of the existence of the possession twelve years to a ten-year settlement (Romesh Chandra Datta v. Madhu Sudan Chakravartti, 5 V.R., 252). In the lawsuit about the increase in rent for taluk, the existence of which as an ancient taluk undoubtedly, and in which the only question is whether the rent is fixed or variable, the responsibility is first on the defendant to prove that he has held in a single rent for 20 years, and (if the defendant prove so much), then, on the plaintiff to prove that the rent varied from a permanent settlement (Rashmoni Deby v. Haranath , 1. V.R., 280). When the owner of the ownership proved that his tenure is a taluk dependent on the meaning of the 51st Reg division. VIII 1793, the onus falls on the plaintiff to the zamindar to show that the rent is variable (Rama Sundari Dasi v. Radltika Chaudhrain, 13 Moo. I.A., 248; 4 B.L.R., P.K., 8; 13 W.R., P.K., 11). In the claim for rent increases against the land, which the defendant claims to be a dependent taluk, the responsibility of the mine is to show that the land was included in the mine during the permanent (Ahsanullah v. Rassarat All Chaudhri 10 Calc., 920). The defendant, before confessing that he was a tenant, a tenant, to show that his rental rate is such as it sets, namely, a permanent lease at a rate that cannot be increased (Kheltra Krishna Mitra v. Dinendra Narain Rai, 3 C. W. N., 202). Terms of ownership not held since the permanent settlement.- The law is silent on what grounds the rent for property may be increased, not rented from the time of the permanent settlement and which does not have a fixed rent or rent rate. There does not appear to be any legal restriction on the increase in rents for such properties, except for those imposed by the terms of the documents under which the terms of ownership are held. (See Rama Sundari Dasi vs. Radhi Chau, 1 V.R., 339; Kalidhan Banurji vs. Romesh Chandra Datta, 3 W. R., 172; Bharat Chandra Aich vs. Gur Mani Dasi 11 W. R., 31; Kasimuddi Honkhar vs. Nadia All Tarafdar, 11 WR, 164; Satyan Gusal V. Haro Dachortta, 15 W.R., 474). A fractional co-shareholder cannot be promoted.- This section is subject to the provisions of the sec. 188 of this law, which stipulates that joint homeowners do whatever the landlord under the Act is required or authorized to do, most act collectively or as a general agent. Compare Syama Charan Mandal vs. Saim Molla, (1 C. W. N., 415). Restrictions on the increase in the rent of ownership 7. (1) Where the landlord's rent may be increased, it may, subject to any contract between the parties, be increased to the limit of the normal rate paid by persons who have similar possessions in the vicinity. (2) Where such a normal rate does not exist, it may, provided, as mentioned above, be increased to a limit that the Court considers fair and fair. (3) In determining what is fair and fair, the Court should not leave the owner as a profit less than ten per cent of the balance that remains after deducting from the gross rent paid to him the costs of their recovery, and must be concerned with - (a) the circumstances under which the term of ownership was established, for example, whether the land included in the term of ownership, or most of it, was included in the period of ownership, or most of it. was first brought under the cultivation of the agency or by the ownership of the owner or his predecessors in the interest, whether any fine or bonus was paid to create the property, and whether the term was originally created on a purposely low rent for the purposes of reclamation; and (b) improvements, if any, made by the holder or his predecessors in the interests of the office. (4) If the land owner himself takes any part of the praise included in the area of his possession, or has made the provision of any part of the land, either without rent, or by rent, fair and fair rents are calculated for this part and are included in the gross rent above. It is extended to Orissa (October 17, 1896). Onus evidence.- In a lawsuit to increase the rent of the property according to the sec. 7, it's for the plaintiff to start his own business proving that the existing rate was below the normal rate to be paid by persons with similar posts in the vicinity, or that it was not fair and fair before defeating the defendant to prove that the existing rent was fair and fair (Hem Chandra Chaudhuri v. Kali Prosanna Bhaduri, 26 Calc., 832; 8 C. W. N., 1). Limits of rent increases for possessions.- Expression of the usual fare is replaced in this section by the pargan rate, which must be performed in decisions in accordance with the Regulations, and which appear to be based on the provisions of the cl. 2., sec. 60 Reg. VIII 1793 and sec. 5, Reg. XLIV 1793. The Rent Commission has proposed that the profits of homeowners should not in any case exceed thirty per cent, but the rent increase should not be more than double the previous rent. These proposals have not been accepted by the Legislative Assembly, and under the provisions of this section the holder of the post is now entitled to a profit of at least up to p.s. after deducting the cost of the collection, but he can receive much more than the Court considers fair and fair. As indicated by the Rent Commission, the rule that a profit of up to p. c. should be left to the owner is based on the provisions of section 8 of Reg.B. 1812. This section was repealed by Act X of 1859, but no provision has been replaced by some oversight by this Act, although this principle, as fair and fair in itself and routine in accordance with the provisions of the Regulation, has been repeatedly enforced by the courts since the Act was enacted. (Commission report on the lease, vol. I, page 28. paragraph 51). In Ram Kumar Singh v. Watson and Co., 9 C. W. N., 334, a joint construction of the Kabul, carried out by the defendants, was carried out on the grounds that their responsibility for paying the increased rent was not limited to its terms. The rent accrued by the lower court in the case was 70 per cent of the net assets after the deduction of fees, and therefore 30 per cent was left as the net profit of the owner of the property, but the rent was tripled. It has been found that rents are thus more than fair and fair. Power to order a gradual increase of 8. The court may, if it considers that an immediate increase in rent will lead to difficulties, explicitly, that the increase should be gradual; that is, rents are increased by degrees each year, at any number of years not exceeding five, until the limit of the permitted increase is reached. A similar provision is provided for the sec. 36 regarding rent increases for living in paradises. Rent after promotion cannot be changed for fifteen years 9. In the event that The owner's fee has been increased by the Court or the contract, and the court should not raise it again for fifteen years after the date when it was so extended. Compare ss. 29 (c) and 37 37 due to the increase in rent for the residence of the district. Other cases of possession by Other cases of ownership. The permanent owner is not subject to expulsion 10. The owner of the permanent property cannot be expelled by his landlord, except that he has violated the condition that he, in accordance with the terms of the contract between him and his landlord, is subject to expulsion: provided that if the contract is concluded after the act of the Act, this condition is consistent with the provisions of this Act. - Possessions become permanent (I) by explicit enforcement of the law, as in the case of patni and other similar taluks; (2) under contract; and (3) by custom or during its consideration (Field Law on The Lease Digest, page 25, p. 18). The term of permanent contract.--Grant, containing words from generation to generation, clearly creates an absolute and hereditary grant of Mukarari (Himmat v. Sonit Koer, 15 W. R., 549; 1 Calc., 391). The term patni taluk prima facie imports hereditary tenure (Tarini Charan Ganguli v. Wilson s Co., 3 B. L. R., A. C., 437 ; 12 W. R., 413). The word taluk itself, in the absence of evidence to the contrary implies a constant interest (Krishna Chandra Gupta vs. Safdar Ali, 22 V.R., 326). Mukarari Islimrari is a permanent term of office (Monoranjan Singh vs. Lilanand Singh, 3 W. R., 84; Laho Coer vs. Krishna Rai, 3 B. L. R., A. C., 226. ; 12 WR, 3). The use of the word ismrari in itself indicates the intention that the lease should be indefinite and implies its hereditary nature (Kuranakar Mahanti v. Niladhro Chaudhuri, 5 B. L. R., 652; 14 W. R., 107). The word Mukarari in Sanad does not necessarily imply perpetuity (Government of Bengal v. Jafir Hussain Khan, 5 Mu.I.A., 467; Parmeswar Pratab Singh vs. Padmanand Singh, 15 Calc., 342) ; but he can do it (Bilash Mani Dasi V. Sheo Prasad 8 Calc., 664; 11 C. L. R., 215; L.R., 9 I.A., 33); and in order to decide whether the lease of Mukarari is hereditary or not, the Court must consider the other terms of the document under which it was granted, the circumstances under which it was made, and the intention of the parties (Sheo Prasad Singh v. Kali bass Singh, 5 Calc., 543). However, it can be doubted that the words mukarari is permanent during the life of the person who is entitled to work, or permanent in terms of hereditary origin (Lilanand Singh vs. Manoranjan Singh, 13 B. L. R., 124). The words istimarari mukarari in the patt granting of land alone do not denote that the property granted is the property of inheritance (Tulsi Prasad Singh vs. Ram Narain Singh, 12 Calc., 117; L.R., 12 I.A., 205), or the eternal hereditary estate (Beni Prasadri vs. Dudh Nath Rai, 4 C. W. 274 ; 27 Calc., 156; L.R., 26 I.A., 216). Words not as such corvey real estate real estate inheritance, but such property could be created without the addition of any other words, the circumstances under which the lease had been granted, and the subsequent conduct of the parties who could confidently express intent so that the Court would decide that the subsidy was indefinite. (Mersing Dial Sahu vs. Rant Narain Singh, 30 Calc., 883). See also Agin Bind Upadhya vs. Mohan Bikram Saha, (30 Calc., 20; 7 C. W. N., 3141. Abstinence of the words import hereditary nature of possession, perhaps comes on evidence of long and continuous pleasure and origin from father to son. Ismail Khan Magomed vs. Nani Gopal Mukherjee 8 C. L. J., 513; 7 K.W.N., 734. The words tikka moxto are not equivalent to morasi or istimrari and do not give a permanent or hereditary lease at a fixed rate (Najar Chandra Shaha v Jai Singh , 3 W. R., Act X, 144). If a grant is granted to a person indefinitely, he is generally of a lifetime and is of no interest to his heirs unless there are words demonstrating an intention to grant hereditary interest. This building rule does not apply if the period for which the subsidy is granted is fixed or can be definitely set (Lekhraj Rai v. Kanhya Single, 3 Calc., 210; L.R., 4 I.A., 223). The village's subsidy for prima facie is renewed in the event of the death of the grantee (Beni Prasad Koeri v. Dudh Nath Rai, 4. K.W.N., 274; 27 Calc., 156; L.R., 26 I.A., 216; Rameshar Baksh Singh vs. Arjun Singh, L.R., 28 I.A., 1). Possessions are permanent by custom or deal course.- Howlas and nim-howlas Bakarganja and Jot Rangpur are (by custom) hereditary possessions (Haro Mahan Muhurji vs. Lalan Moni Dasi, 1 W. R., 5; Jagat Chandra Rai vs. Rama Narain Bhattacharje, 1 W. R. 126). So Surbarakari possession Cuttack (Sadanand Mahanti vs. Nauratan Mahanti, 16 W. R., 289; 8 13.R., 280). In order to determine whether the patta granted by the zamindar, the property only for life or the property of inheritance, must arrive, and can also be done, by the real intention of the parties, to be collected mainly without a doubt from the terms of the document itself, but to some extent also from the circumstances existing at the time of its execution , and further, from the conduct of the parties from the time of its execution (Watson and Co. v. Mohesh Narain Rai , 24 W. R , 176). Evidence of the nature of enjoyment can be demonstrated of what a grant it really was. It is actually only the application of a more general maxim, oftimus interpres rerum usus. Accordingly, the frequent transfer of interest to the tank without any change in the terms of the holding or the amount of rent paid, which is extended for more than 60 years, was carried out to prove that the interest was constant and portable Krishna Basu v. Nistarini Nistarini 21 W.R., 386). See also Das vs. Upendra Narain Sheta, (10 C. W. N., cxxviii.) Evidence of ownership in fixed and unchanging rent front TD decimal settlement and that for more than a century taluk is regarded as hereditary and as such occurred from father to son and has been the subject of purchase enough to justify the conclusion that it has a permanent character (Gopala Lala Thakur v. Tilak Thak 10 Moo. I.A., 191; 3 W. R., P. C., Such possession even for 60 years is sufficient and justifies the presumption, which is not refuted simply by the state in kabulyat that at the transfer by appointment, one-quarter of the purchase money should be refuted to the landlord (Nemai Chandra Bose and others v. Mohamed Basir and others, 9 C. L. J., 473). If the putt does not contain the term mukarari, or the equivalent terms of limitation, as from generation to generation, it is not prima facie to be considered to grant mukarari istimarari or indefinite stay in office, but the evidence of prolonged and continuous implementation on fixed non-cooked rent will supply the want-to-word restrictions in such a patta (Dhanpat Singh vs. Gam Singh, 11 Mu.I.A., 433, see p. 466). The lack of word restriction in the patt that creates istimrari stay can be provided with evidence (1) long and continuous implementation on fixed rent ; and (2) the origin of possession from father to son, from where his hereditary character can be legally assumed (Sattosaran Ghosal v. Mahesh Chandra Mara, 12 Mu.I.A., 263: 2 B.L.R., P.K., 23 : 11 V.R., P.K., 10). See also Dean Dial Singh vs. Hira Singh, (2 N. W. P., H. C. Republic, 338). The omission of words in. Heritance in the sanad is not sufficient evidence per se that such a grant was not hereditary when evidence of prolonged and continuous use show that the land has descended from father to son for over a hundred years (Kuldip Narain Singh v. Government, 14 Mu.I.A., 247 : 11 B.L.R., 71). The absence of the words maurasi mukarari does not necessarily indicate that there was no intention of the tenant to provide permanent rent (Promoda Nath Rai v. Srigobind Chaudhuri, 32 Calc., 648). When the putt is invalid towards the person and is not annulled only, simply receiving the rent to them, although the same amount that is set by the patta, will not have the effect of confirming the patt in full (Beni Prasad Koeri vs. Dhud Nath Rai, 4 C. W. N., 274: 27 Calc., 156 : L. R., 26 I. A. , 216.) These cases seem to indicate that that to justify the court in the absence of direct evidence that the term of ownership is permanent, that it has such a character, must be evidence (1) long and continuous exercise, (2) fixing the rent and (3) the land, going down from the father to or being transferred by purchase. In some cases it was straight straight down that just long possession alone is not enough to justify the court's acceptance of such a presumption. Thus, in the case of Sheo Dyal Puri v. Mahabir Prasad (10 W. R. 477: 2 B. L. R., App., 8) it was said that the ownership of the tenant alone does not lead to any conclusion about his character. The fact that he occupied the land and paid rent for twelve or even twenty years is equally consistent with the fact that he is a tenant on his project, a farmer or a mukararidar. The court is not obliged, from the view of the law, to assume that the right of ownership is permanent only from the fact of long-term ownership of land (Nobin Chandra Datta v. Madan Mohan Pal, 7 Calc., 697). See also Pat Ganga vs. Dallabh Parag, (5 Bom. H. C. Rep., 179) ; and Endar Lala vs. Lala, (7 Bom. H. C. Republic, H. C., 111). When there is no evidence of granting perpetuity, time and quiet enjoyment cannot mature the holding into the type of property, and when the origin of the lease shewn in rent has doubled and is paid before the start of the lawsuit, the duration of the exercise combined with the payment of the lease may not give much force to the right of the tenant than he originally possessed. Holding for a long period of years and paying the rent to the zamindar only set the rent year after year (Vasudev Patrudu v. Sanyasiraz Peddabaliyara Simkulu, 3 Mad. H. C. Rep., 1). Long and ongoing ownership of low and unaccountable rents is not sufficient to conclude that an agreement has been reached between the parties that the tenant must have a permanent term of office (Secretary of State v. Lachmessar Singh, 16 Calc., 223 : L R., 16 I. A., 6). Indefinite tenure cannot be established only on long-term ownership on the basis of unaltered rent, unless it appears that such a lease can be purchased by local use (Nrayanbhat v. Davlata, 15 Bom., 647 : Babaji v. Narayan, 3 Bom., 340). On the other hand, continuous rent payment for a hundred years was held to lead to the assumption that the tenant held under the title of morasi (Brajo Nath Kundu v. Lahi Narayan Addi, 7 B.L.R., 211), and possession for the first hundred years, presumably fixed rent, to justify the conclusion that the tenant had a permanent and shifting interest in his tenure (Danna against Krishna , 17 Calc., 144.) See also Naba Kumari Debi vs. Behari Lal Sen, (34 Cal., 902, P. C.), where continuous possession in the single rent with intermediate consistency and sales was conducted to lead to a conclusion of p knack. In Watson and Co. v. Radhi Natha Singh (1 C. L. J., 572), which was a suit to raise the rent of the rental property, it was proved that (1) the lease was created for the purposes of reclamation, but when It has emerged, it has not been possible to determine; (2) The term of rent was not limited in duration and came from father to son, and from son to grandson; (3) that rents never Changed 4) that surplus land reclaimed from time to time had been included in the lease and the rent was estimated on it, but in each settlement the rent accrued in the previous settlement remained untouched; (5) that the rent was progressive, the full amount reached in the fourth year, and the parties agreed that the lessee must henceforth continue to pay the full amount; and (6) that there is less right to receive excess land at the rate set in the contract. It was found that it was possible to draw a legitimate conclusion from those circumstances that the term of office was permanent, that the rent had been set indefinitely and was not subject to promotion. A farmer can purchase the right of permanent tenant by prescription by establishing such a higher right negatively on the zemindar, without acquiring any permanent rights to the sub-national (Bagdu Manjki v. Durga Prasad Singh, 9 C. W. N., 292). See the note to section 182-Exile tenant from the estate land. Onus evidence.- When a tenant has acknowledged that he is a tenant, it can be put on him to show that his rent is such as it sets, namely, a permanent rent at a rate that cannot be increased (Hetra Krishna Mitra W. Dinendra Narain Ray, 3 C. W. N., 202). In the claim of luring the buyer into the sale of income, the defendants alleged that they held the land as a subordinate taluk, which has existed and has been in the possession of themselves and their predecessors since the permanent settlement. It was established that the term of office was in 1798-99. It is believed that, although the defendants bear the burden of proof in the first instance, it was released as a result of evidence of long-term ownership of the defendants and the fact that taluk existed a hundred years ago (Nityanand Rai v. Banshi Chandra Bhuiyan, 3 C. W. N., 341). When the defendant claims that he has a permanent term in office, the onus of proof of this fact rests with him, and it is not for the plaintiff to show that he is not the owner of the property, but only raiyat (Nilimani Maitra v. Mathura Nath Joard, 4 C. W. N., clix : 5 C. L. J., 413). If a person establishes as an anti-government permanent right talukdari, he is obliged to make this case (Prasanna Kumar Rai v. Secretary of State, 26 Calc., 792 : 3 C. W. N., 695). The expulsion of permanent and temporary homeowners.- In addition to the provisions of this Section that limit the grounds on which a permanent owner can be expelled, sec. 65 stipulates that no permanent owner can be thrown away for rent arrears. Section 89 stipulates that no tenant can be expelled except for the enforcement of the decree. Article 155 provides assistance to every tenant who can issue assistance against him by requiring the landlord to than to file a claim for his expulsion, to give the tenant notice of land abuse or breach of contract, which both complained and the possibility of correcting or compensating for the same. Under the sec. 178, sub-sec. (1), cl, (c), no contract concluded before or after the adoption of the Act entitles the landlord to kick out his tenant other than in accordance with its provisions. A tenant who rents a permanent character is not allowed to carry out excavations of this nature in order to cause significant damage to the property, although under the terms of the lease he has the right to carry out excavations. (Girish Chandra Chando vs. Sirish Chandra Das, 9 C. W. N., 255). When the landlord provides permanent and well-established ownership of the land, he does not have the property remaining in it, unless he retains the right to return or return, and even when the lease contains a provision that deters the tenant from being estranged, the landlord cannot expel the tenant for violation of this provision if the lease contains a provision giving him the right to return, or provides that the lease is annulled in the event of a violation of such (Neil Madhab , 17 Calc., 826; Narayan Dassappa vs. Ali Saiba, 18 Bom., 603; Madar Saheb V. Sannabawa, 21 b., 195 Shrigobind Passad vs. Musst. Lalhari, 13 C. W. N., ccxii). The provision in the rental contract that, as a result of non-payment of rent by putnidar, he will lose the right to rent is not valid (Makabat Mahomed Faizullah, 2 C. W. N., 455). But see the note to s. 179. Mineral Rights.- Permanent owner is entitled to all underground rights if there is no reservation to the contrary (Sriram Chakrabarty V. Hari Narain Singh Deo, 33 Cal., 54; Shama Charan vs. Abhiram, 33 Cal., 515 : 10 K.V.N., 738; Meglal Pandai vs. Raj Kumar Takur, 34 Cal., 358 : 11 C. W. N., 527). Tenants of Life or Khorsdara are not allowed to work in mines that have not yet been opened (Prince Mohamed Buktyar Sha vs. Rani Dajamani, 2. C. L. J., 20 : Tituram Mukherjee vs. Cohen, 33 Cal., 203: 9 C. W. N., 1073 : 2 C. L. J., 408). The reservation of mining rights implies a reservation of the right to land and mining (Rameswar Malia v. Ram Nath, 33 Cal., 462). Restriction-- The statute of limitations during which a claim can be filed for the removal of the owner for violation of the terms of his contract, under which he can be expelled, is one year from the date of violation (Article 1, sched. III of this law). Transfer and transfer of permanent tenure 11. Each permanent term of office, in accordance with the provisions of this law, may be transferred and mutilated in the same way and to the same extent as other real estate. The transfer of the right to permanent office.- Among the provisions of this law, to which the provisions of this section are subject, there is no doubt sec. 181, which stipulates that incidents involving Gatwali and other official possessions do not remain affected by it, and explicitly prescribes that nothing in this is grants the right to transfer or bequeath a lifespan that cannot be transferred or bequeathed. Customs, use and custom law are also under sec. 183 does not affect anything in this law. Tenures, therefore, which before the adoption of the Act were customs not passed, such as Surbarakari possession in Orissa, which, although hereditary, cannot be pumped without the consent of the zamindar, will still be so (see Durjodhan Dass v. Chuya Dal, I. W. Kashi Nath Pani vs. Lachmani Prasad Patnaik, 19 W. R., 99; Dashorati Mahapatra v Rama Krishna Jana, 9 Calc., 526 ; Bhuban vs. Sham. , 11 Calc., 699 ; and Contra, Sudanando Mahanti vs. Nauratan Mahanti, 8 B.L.R., 280 : 16 W.R., 289). Permanent ownership under this section is clearly transmitted. Thus, the provision for the lease of permanent tenure for confiscation or re-entry in the event of assignment in violation of its terms and conditions would have no effect. In any case, such a provision would not invalidate the sale in execution; for obviously the law in India, as in England, that the general restriction on concessions does not apply to concessions under the law, effective in the invitum as sale under execution (Gotak Nath Rai v. Mathura Nath Rai, 20 Calc., 273). The non-permanent tenure of office.- This section seems to import that non-permanent possessions should not have been considered portable (Hiramati Dasya vs. Annada Prosed Ghose; in McLean CJ-7 C. L. J., 553). Onus proof of portability.-Regarding possessions that are not permanent, there is a ruling in the case of Daya Chand Saha v. Anand Chandra Sen (14 Calc., 382), which said that there is no presumption that any possession held is not a transfer of ownership, and a landlord who is suing for possession khas on the grounds that the tenure of ownership was not sold should not establish his case as a plaintiff. However, the subject of this lawsuit does not appear to be possession in the strict sense of the term, but a holding, and the rule set out in this case was subsequently dissenting in the case of Kripaya Debi v. Durga Govind Sarkar (15 Calc., 891. 26. Letting in the sub-term permanent tenure.- Article 179 stipulates that nothing in the Act should be considered to prevent the holder of a permanent tenure in a permanently settled area from granting permanent rent to Mucharari on any terms agreed between him and his tenant. Voluntary transfer of permanent tenure 12. (1) Transfer of permanent tenure by sale, gift or mortgage (except for transfer by sale by decree or by summary sale under any law relating to putney or other terms of ownership) can only be made Document. (2) Registered official law does not register any tool, tool, for transfer by sale, donation or mortgage permanent tenure if he is not paid, in addition to any fees payable under the Act at the moment for the registration of documents, the process-fee of the set amount and the fee (hereinafter is called the landlord's fee) of the following amount, namely: - a) when the rent is paid in respect of ownership, the fee is two per cent of the annual rent Provided that the fee should not be less than one rupee or more than a hundred rupees; and (b) Where the rent is not paid in connection with the ownership of the dwelling, a fee of two rupees (along with the costs required to transfer the landlord to the landlord) is levied. (3) When the registration of any such document is completed, the registered employee must send the Landlord's fee to the Collector, the costs necessary to transfer the same and the notification of the transfer and registration in the prescribed form, and the Collector must result in the fee being transferred to the landlord, and the notice to which the landlord will be filed (named in the notice) in due course. The word suuffufacture before the mortgage in sub-charge (2) was included in The Act VIII of 1886. Words in heavy brackets were added and inserted into this section, and the word transferable was replaced by the word toll on P. 5, Act I, II. C., 1907, and Act I, E. B. C., 1908. The reasons for these changes and the corresponding changes in the sec. 13 and 15 are explained in the Committee's report on the 1905 Bill as follows: It is important that the landlord receives notification of transfers under Articles 12, 13 and 15 at the earliest opportunity. The current practice is that the landlord's fee is deposited with the collector, who is notified that the landlord will come and charge the fee. This practice is not quite in accordance with the provisions of the law, which stipulates that the collector must cause the amount he paid the landlord. There are currently no transfer costs. Time, in our opinion, will be saved if the amount required to transfer the landlord fee is paid to the transfer of the transfer in the first place, and is sent with a fee to the collector, who can then send the enemy on a cash order, or in the way the government by the rule directs, to the landlord. We will protect the Collector from liability for paying the fee to the wrong person, having unsimimied him in all cases to pay it to the landlord named in the notice. In addition, under Section 59 of Act I, B. C. 1907 and Act I, E. B. C. of 1908 and the E.B.C. Act of 1908, which empowers local government to enact rules requiring the transfer of a landlord's fee to a landlord. Mortgage permanent tenure.- Sec. The 59th Transfer Of Property Act must be read in accordance with the provisions of this section, and a permanent stay mortgage can only be used by a registered document (Sashi Bhushan Basu v. Sahadeb Shaba, 3 C. W. N., 499.) Transfer of permanent tenure as soon as completion.- Transfer of permanent tenure is completed as soon as the transfer case is registered in accordance with the provisions of this section (Krishna Ballabh Ghosh v. Krishna Lall Singh , 16 Calc., 642). While this certainly was the case prior to the adoption of the Rent Act that the court has always believed that the landlord has the right to look at his registered tenant for the entire lease until he has received proper transfer notice, the current law, as explained by the decision in Krishna Ballabh Ghosh v. Krishna Lal Singh, seems to have changed this state of affairs; for this decision establishes that the transfer holder is no longer liable for any rent accrued after its transfer is properly registered (Chintamoni Datta v. Rash Bihari Mandal, 19 Calc., 17) But when the parties have concluded that the transfer is not valid if the transfer does not provide security to the landlord's satisfaction, and the transfer has been made, but no security as provided has been granted. The landlord will not be required to recognize the breaker, and the transfer is still responsible for the lease (Dinubandhu Rai v. IV. K. Boehnerjee, 19 Kalk., 774). And when the transfer of ownership is only color and bins, such a transfer cannot absscribe the carrier from liability to pay the rent, even if the period of ownership was transfer and transfer was made by registered kobala (Jai Govind Laha v. Manmotha Nath Banurji, 33 Calc., 580). Officer of the unit.- On notice of 7 October 1886, published in the Calcutta newspaper 13th idem, Part I, page 1192, all officials in charge of the units were vested in the powers of the collector in order to serve the functions mentioned in the sec. 12, 13 and 15. 13, 15 and 18 are spelled out in Rule 1, Chapter V of the Government Rules under the Rent Act. (see annex 1). The object of subsections (z) and (3), sec. 12 is to give notice of transfer to the landlord, and this object can be executed aliunde, for example, a lawsuit against the landlord on the basis of transfer (Bandes Khan v. Kedar nath, 11 C. W. N., cxliv). Registration Department Rules.- Registration Department Rules for Registering Documents Under This Section, Revised by gout. No. No. 949P, dated March 21, 1898, will be found in Annex IV. Act I, B.C., 1903 - the collection of the landlord's fee by the register employee is in accordance with the imperative of the section. In some because of the misconception that the landlord's fee is not charged. Thus, Act I, B. C, 1903 was passed to verify such transfers. Part of the Act intended to carry out this object will be found printed after the sec. 18 at 82-84. The decree, passed before the adoption of the Bengal Act I 1903, but pending appeal at the beginning of this law, is regulated by the sec. r of this law as not final (Piari Mohan Pal v. Arshid Ali, 8 C. W. N., 239.) The transfer of the registered release was completed as soon as the document was registered and the non-payment of the landlord's fee was cured by Section I, Act I of 1903 BC (Hemendra Nath Mukherji v. Kumar Nath Ray, 12 C. W. W. Transfer of permanent tenure by sale in the execution of the decree, except for decree on the lease of 13. (1) When a permanent lease is sold by decree, in addition to the decree on the debt on rent in connection with this, or when the mortgage of permanent residence, except the sufufructuary mortgage of them, is excluded, the Court must, before confirming the sale under article 212 of the Civil Code, t, (order XXI r. 92 , Act V 1908) (or the adoption of an order or absolute order of redemption), require the buyer (or the mortgage) to pay the landlord's fee to the court prescribed by the latter section, along with the costs required to transfer it to the landlord, and such an additional service charge for the notice of sale (or final foreclosure) on the landlord as may be prescribed. (2) When the sale has been confirmed, or an order or order absolute for foreclosure has been made, The Court must send the landlord's fee collector, the costs required to transfer the same and the notice of sale (or final redemption) in the prescribed form, and the collector must result in a fee to be transferred and a notice filed on, the landlord (named in the notice) in due course. Words in light brackets in this section were inserted into Act VIII of 1886. Words in heavy brackets were inserted and added by Act I, B. C., 1907 and Act I, E. B. C., 1908. The effect of non-payment of the landlord's contribution.- Prior to the adoption of Act I, B. C, dated 1903, printed on page 82-84, found that when selling a permanent tenure in the execution of the decree, except for the decree on the debt on the rent in connection with this, and the landlord's fee, set by section 12, is not paid until the sale is confirmed, the sale is invalid (Babar All v. Krishna Manini Dasi, 26 Calc. , 603 : 3 C. W. N , 531). One of the main objects of Act I, BC, 1903 was to overshadow this ruling. In another case, also decided prior to the passage of Act I, B.C., 1903, in which the landlord's fee was not paid, and the sale was confirmed, and in which the decree which h td purchased property property applied in order to be able to pay the landlord's fee and to have a fresh certificate of sale issued to him, and this application was accepted, was held on appeal to the High Court that the court's ruling below was correct (Mahesh Chandra Das v. Mohan Chakravarty, 7 C. W. N., 388). In the case of Mohim Chandra Bhattacharji v. Ram Lochan De (7 C. W. N., 591), it was noted that only the landlord could object on the basis of non-payment of the fee and that its non-payment could not affect the position of the court debtor, who was not entitled to object. It was also decided that it was a single trute s. 244, C. P. C., so the appeal did not include a ruling on such an issue. The transfer of the taluki putney and the gift-putney.-Putney Taluki are not affected by the provisions of the section specially saved from its operation by section 195, paragraph (e) of this Act. Thus, the zamindar or other head of the Taluk putni has the right to refuse to recognize the transfer of the pot/talook until the rules set out in Articles 5 and 6 Reg are followed. VIII 1819 (Gyanada Kantho Rai v. Bramomoyi Dasi, 17 Calc., 162). But buying a share of the patch without the landlord's consent is not invalid (Aosab Ali v. Bissessari Dasya, 1 C. L J., 18 n). Putney directly above a certain area lying in the anaesthetic taluk can be transmitted (Madhab Ram vs. Doyal Chanda Gosh, 25 Calc., 445; 2 C. W. N., 108). But the provisions of section 13 of the Rental Act apply to the sale of talu gift-putney in the execution of decrees, as the provisions of section 195, paragraph (e), apply only to adoptions relating to patnis correctly and strictly so-called, and should be considered as an exception to those that relate to possessions that, although resembling patnis, as a gift-patnis, q., are nut strictly patnis, not possessing all qualities of them (Magomed Abbas Mandal v. Brajo Sundari Debia, 18 Calc. The lawsuit, to force the registration of the names of sepatnidars in the sherist of their landlords darpatnidars, is not supported either according to s. 5 and 6 of Reg. VIII 1819 or under the Bengal Lease Act (Moti Lal Singh v. Omar Ali, 2 C. W. N., clxxxi). The percentage of the patchy created after the adoption of the Property Transfer Act is determined by the purchase of the same by the landmaker, even when the sale was made in the execution of the decree (Promotho Nath Mitra v. Kali Prasanna Chaudhuri, 28 Calc., 744). When selling a patchy according to Reg. VIII 1819 was subsequently postponed, the deputy had the right to rent from the putnidar for the period between the sale and its reversal. If the putnidar was deprived of the auction-buyer during this period, it would be entitled to a mezn profit from the latter (Amrita Sikhar Banurji v. Bijai Chand Maktab, 4 C. L. J., 547). Restriction.-There are no restrictions on the app landlord's fee for confirming the sale and issuance of a certificate of sale (Krishna Chandra Datta vs. Anukul Chandra Chakravartti, 6 C. W. N., 190). Section 14 was repealed by Act I, B.C., 1907 and Act I, E. B. C., 1908. The purpose of the front parties to the Bengal Rent Act, to include section 14, is to facilitate the registration of ownership by a collector. Since the whole idea of such registration was abandoned, the preservation of the section is unnecessary. Succession to permanent tenure 15. When a succession of permanent ownership takes place, the person succeeding must give a succession notice to the Collector in the prescribed form, and must pay the Collector a set charge for the landlord's maintenance notice and the landlord's fee, as prescribed by section 12, along with the costs required to transfer it to the landlord and the Collector must result in the landlord's fee being transferred and the notice filed by the landlord (named in the notice) in due course. The words in brackets were included in Section I, B.C., 1907, and Law I, E. B. C., 1908. The duty of those who change inheritance to permanent residence is to notify the successor, and the higher landlord is not obliged to find out who all the heirs of the deceased owner are. Accordingly, when a person is admittedly one of the heirs and as such in possession and is responsible for the lease, he cannot defeat the landlord's claim for rent, showing that there are other heirs equally responsible if possible he goes further and reveals that their names have been notified by the landlord as successors to the original owners or that they have been paying the rent and receiving receipts as successors (Khro 3 K.W.N., 371). In the lawsuit brought by the putnidars in connection with the death of the last owner for rent arrears that had been accrued before his death, the protection of the gift-putnidar was that, since the plaintiffs had not complied with the terms of the section, the claim was not satisfied. It is believed that since the plaintiffs do not claim rent as owners of the property, but as representatives of the owner or their father, the rent has become an increase to the father's estate and therefore the claim has been maintained (Sheri v. Jogenzaya Iasi, 27 Calc., 535). Landlord fees - Notice-givers under this section must pay the landlord's fees directly to the treasury (Bd. Cir., No. 4, June 1898). Bar to restore rent until notification of succession 16. A. A person ingesting a permanent stay of office under the inherited is not entitled to foreclosure on a claim, distraint or other production of any rent paid to him as the owner of the property, as long as received notification, fees and expenses mentioned in the the last aforementioned section. Words in brackets have been replaced by words and fees in this section, under Act 1, 13. C., 1907 and Act I, E. B. C., 1908. Sections 15 and 16 apply to the possession patch.- Sections 15

and 16 apply to patni possession, despite sec states. 195 (e). The purpose of section 95 (e) is that nothing in the Bengal Lease Act should interfere with the law/Mini with respect to the ownership of the patchie, but that in other respects the Bengal Lease Act should be applied as an add-on to the Law of The Pattern (Durga Prasad Bandopadhya v. Brindabun 19 Calc., 504). Sections 15 and 16 have no retrospective effect.- Sections 15 have no retrospective effect and do not apply when the succession opened prior to the lease act (Profullah Chandra Basu v. Samirudin Mandal, 22 Calc., 337). Section 16 prohibits the collection of rent, but not the institution of the lawsuit.-Section 16 does not exclude the parties from filing a claim for rent, despite the fact that the collector has not received the notice and fees mentioned in it, but it is a bar for the plaintiff to obtain the decree before notice and fees are received by the collector. Words recovered by lawsuit, however, do not mean to implement on the lawsuit, and the section is not intended to prohibit the mere actual sale of money by the plaintiff. They ban him from obtaining an edict (Kallhar Ghosh vs. Umay Patwari, 24 Calc., 241: 1 C. W. N., 98). When, after the death of one shebyte, another shebyte succeeds in permanent residence and does not give a notice of succession to the landlord, and does not ask for the opportunity to meet the requirements of the sec. 15, sec. 16 is an effective bar for restoring the rental decree (Maabatulla Nasya v. Nalini Sundari Gupta, C. W. N 42 : 2 C. L. J., 377). There is no certificate required to collect rent arrears for the deceased's property.-Under section 2, Section 4, Act VII of the Act 1889 (Inheritance Certificate Act), the word recharging debt (t) includes any debt other than rent, income or profit paid for land used for agricultural purposes. Thus, the rent arrears for the property of the deceased person may be recovered without a certificate under the Act (Nogendra Nath Basu v. Satadulbashini Basu, 3 C. W. N., 294; Ranchordas v. Bhagubhai, 8 b/d, 394). Transfer and succession, share in permanent residence 17. Under section 88, the above sections apply to the transfer or succession of a share in permanent residence. The rights and obligations of the redefined part of the property.-Section 88 stipulates that the separation of ownership or ownership, or distribution of the rent to be paid in this regard, is not binding on the landlord unless it is done with his consent in writing. In these cases, the heir, as well as the re-attarant, even part of the permanent tenure, has the right to force the landlord to recognize him according to the sec. 15 and 17 of this law (Ananda Kumar Nascar v. Haridas Khaldar, 27 Calc., 549). The landlord is not obliged to recognize any subdivision of ownership unless provisions s. 12 and 17 have not been strictly complied with (Ram Mayi Dasi v. Rupai Paramanik, 1 C. L. J., 410). Although the transfer of a share of pain/cannot ensure the registration of his name when paying the necessary fee and rider the necessary safety, however, the transfer is not completely invalid, and he is responsible for the lease together and somewhat with the registered tenant, if the landlord decides to recognize him as one of the joint holders of the putney, and he is also responsible for the entire lease of the estate Of Patti (Saurenro Mohan Tagor vs. Sarnamoyi, 26 Cal. The buyer of part of the property is not personally responsible for the lease, which speaks because of the date of its purchase; however, claiming the entire property is not a bad thing, simply because he joined as a defendant. The transfer of part of the ownership is jointly responsible with its co-shareholder for the lease; for, although the secret between the parties can only be property, it is in relation to the entire term of ownership due to the indivisibility of ownership without the consent of the landlord (Jagmaya Dasi v. Girindra Nath Mukhurji, 4 C. W. N., 590). When the owner of the permanent property handed over part of it, and switched held this part separately and was allowed to pay proportional rent for the same landlord for many years ; held that after the sale of the transfer of this part of the property, his responsibility for the lease of the landlord ceased. This law has no effect of the division of possession (Kali Sundari Debiah vs. Dharani Kant Lahiri, K.V.N., 172 : 33 Calc., 279). When the raiyats having permanent interests in the holding sold part of it and the re-watters again sold some of their acquired shares R, and R received a settlement from the landlord ; that, although the persons transferred did not register their names in the landlord's serishit and did not pay the rent from the date of their purchase, however, since the landlord had a notice of this purchase, he was obliged, in accordance with the 17th second, to sue the transfer and transfer jointly, and the sale of the holding in compliance with the lease order received in respect of the transferers did not affect only the interests of the transfer (Raistab Charan Chaudhuri v. Akhil Chandra Chaudhari, 11 C. W. N., 217). Refusal of permanent tenure-- Permanent tenure after its creation usually cannot be revoked as far as possible by the owners. It is not open to 'am/War to throw a patchy, and therefore escape from the responsibility to pay the rent. The contract, though not inseparable, it may be terminated (Hira Lal Pal v. Nilmani Pal, 20 W. R., 383). The principle outlined in this case applies to all intermediate possessions (Jadu Nath Ghosh v. Schoene Kilburn s Co., 9 Calc., 671). But if the permanent term of office is abolished, and the zamindar agrees to the waiver, neither the owner nor any of its members will be able to return it. Voluntary refusal for a long period without any inevitable force majeure or other reasons beyond the authority of the owner should be considered as equal to express refusal (Chandramani Nyabhushan v. Sambhu Chandra Chakravartti, W. R., Sp. No. 1864, 270). In cases where the Mukarari Patta leaves tenants the right to give up all or any part of the land and is entitled to a proportional reduction in the rent at the specified rate for the size of the land that can be found on the measurement, have been abolished and tenants have declared the abandonment of a certain part of the land, but it has been found that 35 bighas from a part of the land have been allegedly surrendered. , it was found that the possession of lessees of a piece of land professed to be abolished made a waiver and surrender to invalidate in law (Ram Charan Singh v. Raniganj Coal Association, 2 C. W. N., 697 : 26 Calc. , 29 : L.R., 25 I.A., 210). The formal act of re-transferring the interest of the gift-mukarari is not necessary - getting money and giving up possession is enough, showing what has become of the dar-mukarari interest (Imambandi vs. Kamlesswari, 14 Calc., 109 : L.R., 13 I.A., 160). On the failure of the heirs of the permanent tenure of escheat to the crown.-In the case of granting an absolute hereditary mukarari stay, to the failure of the heirs of the lessee, he escheats to the crown, and does not return to the original grant-for-the-topr or his heirs (Sonnit Koer vs. Himmater v. Himmat. 1 Calc., 391 : 15 W. R., 549). RAIYATS HOLDING AT FIXED RATES Incidents held at fixed rates 18. The rented sryat, or the rent rate set by the night, (a) is subject to the same provisions for transfer and succession; his possession as the owner of a permanent tenure and (b) could not be thrown away by his landlord, except that he had violated the condition agreed with the Act and, in the event of a violation of the terms of the contract between him and his landlord, was liable to expulsion. Raiyats holding at fixed rates.-Section 18 of the Rental Act does not make all permanent stays applicable to raiyat holding at fixed rates, but makes only provisions regarding transfer and succession applicable (Nilmani Maitra v. Mathura Nath Joardar, 4 C. W. N., clix : 5 C. L. J., 413). Raiyats holding at fixed rates are also in the same position as holders of ownership in relation to the emissions, except what if raiyat holding holding The fixed rate of rent is to be edated for breach of the terms of his contract, which the condition must comply with the provisions of this law; whereas in the event that the owner-owner can similarly be discharged, the condition that makes him liable for the ejection should only be in accordance with the provisions of the Act, if it has been made after it has started (vide sec. tot. although its crops may be demarcated (sec. 121). He cannot be expelled except for the execution of the decree: sec. 89 and 178 (c). He has the same relief against confiscation as possession (sec. 155), and a lawsuit for his expulsion must also be brought within one year (art I, Sched. III). E has held 50 bighas of land for over 12 years under the jangalburi lease, which provides for a progressive rental rate and does not explicitly stipulate that the interest E should have been on gerimated or eternal. He did not explicitly rule out an increase anywhere, but envisaged an increase based on increased soil productivity carried out at the expense of the landlord; that E is not a fixed-rate haven (Raj Kumar Sarkar vs. Naya Chatu Bibi, 31 Calc., 960). The world of media does not import rent fixing (Fazil v. Keramuddin, 6 C. W. N., 916). Responsibility for proof.- In the rent increase lawsuit, the defendant must prove that he is a fixed-rate borough judge (Gudar Tewari v. Brij Nandan Prasad, 5 C. W. N., 880). Rents are not fixed rents.-Several ordinances have found that the production of rent, which, although vary annually with different amounts of annual production, is not yet established as the share it should carry on such products, is fixed rent (see Thakurani Dasi vs. Bisheshar Mukhurji, B. L. R., F. B., 326 : 3 W. R. , Act X, 29 ; Mitrajit Singh vs. Tungana Singh , 12 W. R., 14: 3 B. L. R, App., 88; Ram Dail Singh vs. Lakhmi Narain, 6 B. L. R., App., 25 : 14 W. R., 388 ; Jalto Moar vs. Basmati Coer, 15 W.R., 479; and Hanuman Prasad vs. Kaulesar Pandey, 1 All. 301). On the other hand, the case is Yakub Hussain v. Wahid Ali (4 W. R., Act X, 23) and Thakur Prasad v. Manama Bakir (8 W. R., 170). The framework of this law was the view that the production of rents were not fixed rents; for they omitted from the Act subcharging to section 50, which was first proposed to be introduced, provided that when the district pays a fixed rent for the products, the rent or rent rate should not be considered ads that were changed only because of the amount paid in how much has changed from year to year. Sir Steuart Bayley, in explaining the inaction of the proposed subsal section, said: It seemed obvious to us that where rents are paid in the on-air, although the share of gross production remains the same, however, acting machines this very fact discounts price increases, and rents are thus the need to raise or decrease, like rising prices or falling. So there is no room for presumption. (Choose from documents relating to the Bengal Lease Act, 1585, p. 421). Transfer of ownership at fixed rates, eligible to be recognized by the tenant.-Person who acquired a stake in mukarari Holding and gave notice of transfer to the landlord and paid the landlord fee is entitled, despite the provisions of the sec. 88 of this law, which stipulate that the separation of ownership or holding is not binding on the landlord without his consent in writing, to be considered as one of the persons who own and possess the holding in question. Sections 17 and 18 of the Bengal Lease Act recognize the transfer of the holding's share and entitles re-owners to claim to be one of the tenants in respect of the holding. In these circumstances, the lease order imposed only on the former tenant of Mukarari Holding after he transferred the stake in the holding cannot be considered as a valid and binding decree in respect of the transfer, and the sale carried out under the execution of such an order cannot affect his rights (Mohesh Chandra Gose v. Sorada Prasad Singh). , 21 Calc., 433). Guzasta and Gorabandi Holdings.-Guzasta Holdings are mentioned in the following rulings:-Jatto Moar v. Basmati Coer, 15 W. R., 479 ; Tetra Koer v. Bhanjan Rai, 21 W. R., 268; Lal Sahu vs. Deo Narain Singh, 3 Calc., 781 ; 2 C.L.R., 294. According to these regulations, they can be either residency rights or holdings at fixed rates. However, according to a report from the Patna conference, the Guzastadars are fixed-rate paradises (Govt. of Bengal Report, 1884, Vol. II., P. 81). Gorabandi holdings are mentioned in the following cases:-Lilanand Singh vs. Nirpat Mahtan. 17 W.R., 306; Buti Singh vs. Murat Singh, 20 W. R., 478: 13 B. L. R., 284, Note; and Chattarbhuj Bharti vs. Janka Prasad Singh, 4 C. L. R., 298. In this last cited case, it was stated that there were no pending cases, indicating that the rights to gorabandi were broader than the right to reside, or that they could be transferred. However, at the Bhagalpur conference it was reported that the term gorabandi is currently used and is understood by the Paradises as the Govt of Bengal Report, 1884, Vol. II, P. 113). The Bengal Lease (Validation) Act, 1903 - The first part of the Act (I, B. C., 1903), which is closely related to previous sections 12, 13, 17 and 18, is printed below. PUBLISHED IN CALCUTTE REVIEW FROM FEBRUARY 25 FEBRUARY 1903 Act on the verification of some transfers made under the Bengal Lease Act 1885 Permanent tenure and tenure at fixed rents or fixed rates, as well as shares in the same; and amend section 106 of the Act. Law. and difficulties in complying with the value and consequences of sections 1.2, 13, 17 and 18 of the Bengal Lease Act 1885 with respect to the landlord's fee and the consequences of non-payment of such fees; While it is appropriate to declare that registered transfers and sales and mortgage orders, confirmed and made by absolute civil courts, permanent residence and ownership at fixed rates and fixed rents, as well as shares in such properties and possessions, should not be considered invalid only in the place where the landlord's fee has not been paid; And while it is also appropriate to amend section 106 of the Act in such a way that hereinfter appears; Although the Act was passed by the Governor-General of India in the Council, the Governor-General's authorization was obtained under section 5 of the Indian Councils Act 1892 in connection with the enactment of the Act; It is currently accepted as follows: - Check the transfer of ownership and possessions and shares in the same one. No transfer that has so far been made or which may subsequently be made under article 12, section 13, section 17 or section 18 of the Bengal Lease Act, 1885, permanent tenure, or holding on rent or rent, established permanence or share in such possession or holding, is considered invalid only in the language of that landlord prescribed in section 12 or 13 has not been paid: Provided that, subject to the clarification of the following, nothing in this section should be held to affect the decision of the court of competent jurisdiction, which became final before the beginning of this law. fee, should not prohibit the claim for rent, which began to be paid subsequently to such a claim. Implementation fee when there are unpaid 2. In any case, if the fee has been or may subsequently be left unpaid, the landlord may within two years of the beginning of this Act or within two years of the date of registration of the document as a result of which the transfer is carried out, or within two years of the date of confirmation of the sale by the Civil Court, or within two years of the date upon when the order or order is issued , absolute for the foreclosure of the mortgage was or can subsequently be done by the Civil Court, to apply to the collector for the implementation of such a fee from the giver, or from the auction-buyer or from the person who received the order of absolute foreclosure of the mortgage in the Civil Court, and on such an application submitted, the collector must implement such a fee, if still not paid, along with the cost of implementation, from such as if it were income arrears. 3. Nothing in Section I will affect section 88 of the Bengal Lease Act of 1885. Object of the Bengal Lease Act (validation), 1903. The objects of the aforementioned law, which received the consent of the Governor-General of India in the Council on 19 February 1903, are fully explained in the Statement on Objects and Reasons, which is as follows: The first purpose of this bill is to verify the transfer of shares to ownership and ownership, at fixed rates made in past years by registered documents and sales in the execution of court orders without paying in any case the fees of the landlord established by section 12 of the Bengal Rent Act VIII of 1885. Article 12 of the Bengal Rent Act prohibits the registration of officials from registering any documents purportedly or acting for the transfer of permanent tenure unless the established landlord is paid to them for transfer to the landlord. Section 17 of the Act states that section 12, among other sections, also applies to the transfer of a share in permanent residence. In 1888, because section 17 had been overlooked, registration officers were ordered not to receive a set fee in the case of documents rewriting the share of the permanent term of office. These erroneous instructions also extend to the simplicity of the tools transferring a stake in the holding raiyat enjoyed at rent or rent rate fixed forever. The instructions were not withdrawn until September 19, 1899. Meanwhile, numerous transfers of shares in such holdings and holdings were registered without paying the landlord's fee. Article 13 of the Act directs civil courts to order, in addition to the decree, in addition to the rent arrears decree, and to require the buyer or collateral to pay the landlord's transfer fee to the landlord before is issued or ordered to pay the absolute redemption of the mortgage. The fact that section 17 makes section 13, among other sections applicable to shares in permanent ownership, is often overlooked, and it is believed that numerous sales and redemption of shares in permanent holdings and shares in fixed-rate holdings were made under the Act without paying the fee in question. In order to avoid oversight by both the executive authorities and the above civil courts, it is considered appropriate to enact a law on this issue, stating that the transfers, sales and foreclosures mentioned above are not considered invalid only where the landlord's fee was not paid on the day or before the date of the transaction. Article 18 of the Rent Act deals with the transfer and to the raiyats' holding his rent, or the rate of rent fixed by the perorence. This section or subsequent sections does not provide for the direct placement or succession of the share of such holding on the same basis as the transfer of a share in the post under article 17. PROVISIONS AS TO TRANSFERS OF TENURES AND HOLDINGS AND LANDLORD'S FEES This chapter was introduced s. 8, Act I, B. C., 1907, and applies only to the province of Bengal Preservation as to statements in transfer documents where the landlord does not party 18A. Nothing contained in any transfer tool to which the landlord has no regrets, should be evidence against the landlord's consistency, amount or rent , area, portability or any incident of any possession or possession mentioned in such a document. Savings on the acceptance of landlord fees 18B. Acceptance by the landlord of the fee of any landlord subject to payment under Chapter III or Chapter IV for any ownership or possession does not apply - (a) as a matter of permanence, amount or fixing of rent, area, portability or any incident of such possession or possession, or (b) as explicit consent under article 88 of such ownership or possession , or to the distribution of rent to be paid in respect of this: Thebe object of the new sections is thus explained in the Notes to the provisions to the Bengal Lease (Amendment) Bill, 1906. Section 12 to 17 of this law on the transfer of permanent office is not satisfactory. They encourage tenants to register transfers of ownership that are not actually permanent, in the hope that the landlord's acceptance of the fee will act as an acknowledgement of the permanence and portability of ownership. Landlords, on the other hand, are reluctant to accept fees, and as a result, a very large number of fees for nuclei cane have accumulated in different parts of the province. This state of affairs is not only a source of embarrassment for the Government, but also creates doubts and difficulties as to the situation of those who have been returned to office. It was to be hoped that the amendments currently being proposed would overcome the reluctance of landlords to accept contributions in the case of ownership, which were indeed permanent, and that tenants would be deterred from registering the transfer of property, which was not of that nature. The same considerations relate to the transfer and succession of holdings at fixed rents or rent rates, and under section 18 (a) of the Act they are governed by the same conditions. Paragraphs 5 and 6 have been so formalized that the proposed amendments apply to fixed-rent or rent rates. In addition, there was Reservation. 189, giving local government the power to appoint bodies charged under article 12, 13, 13, Provision 17 and 18 (a) may be declared forfeiture and the regime in which such fees will be considered for such confiscation. Confiscation of unclaimed landlord fees 18C. All landlord fees paid under Chapter III or Chapter IV, which are in deposit on or after the start of the Bengal Lease Act (amendment) of 1907, may, if they are not accepted or claimed by the landlord within three years of the date of the beginning or from the day of service notice prescribed in section 12, section 13 or section 15 (as may be) , depending on what is later, be confiscated by the government. There is no provision in the Act for the disposal of unclaimed fees. Since they had accumulated and in order to expedite the processing of claims for fees, thereby freeing the district agencies from significant additional work, the Government now had the right to deal with them as it saw fit. SEC. 8, ACT I, E, B, C., OF 1908 Preservation of statements in transfer documents where the landlord is neither party 18A. Despite everything contained in section 13 of the Indian Evidence Act, nothing contained in any transfer document in which the landlord is not a party, shall be evidence against the landlord's permanence, amount or fixing of the rent, the area, the transfer of the incident or the when it comes to any ownership or conduct mentioned in such a document. Words inserted before nothing is contained are inserted into the new section 18A to make it clearer that the purpose is to prohibit the action of sec. 13 Of the Evidence Act in such cases. Republic of Sel. Com. Preservation of the acceptance of landlord fees 18B. Acceptance by the landlord of the fee of any landlord paid under Chapter III or Chapter IV in respect of any possession or conduct shall not act - (a) as recognition of permanence, amount or fixing of rent, area, portability or any incident of such possession or conduct, or changes oral : as amended from : A certain article is entered before the words amount, scope and transfer to make the intention clearer. (b) As an apparent scam, directed under article 88, to the section of such ownership or ownership, or to distribute the rent paid in this regard. Confiscation of unclaimed landlord fees 18C. All landlord fees paid under Chapter III or Chapter IV, which are in deposit on or after the beginning of the East Bengal and Assam Rent (Amendment) Act (I of 1908), may, if accepted or claimed, the landlord within three years of such an initiation or from the day of service notice prescribed in section 12, section 13 or section 15 (as may be) Depending on the that later, be confiscated to the government. General extension of existing residency rights 19. (1) Every paradise that just before the start of this (or the 1907 Bengal Lease (Amendment Act), by virtue of any law, custom or otherwise, the right to reside in any land where this Act, (or the Law of Rent (Amendment) of Bengal, 1907, is entitled to reside on that land. (2) Exclusion from this Act by notification under section (3) of section 1 of any district is a municipality under the provision of the Bengal Municipal Act of 1884 or any part of such an area, or the inclusion of any area in the city of Kolkata by notification under section 637 of the Calcutta Municipal Law, 1899, does not affect any rights, obligations or obligations previously acquired incurred or accrued in connection with such an area. 19. (1) Every paradise that, just before the act of the act, is valid by any law, by custom or otherwise, has the right to occupy in any land when the Act comes into force and has the right to reside on that land. (2) Exclusion from this Act by notification under section (3) of section (1) of any district, municipality formation under the provisions of the Bengal Municipal Act (III of 1884), or any part of the area, does not affect any rights, obligations or obligations previously acquired, incurred or accrued in connection with such an area. In paragraph 1 of the word or the Bengal Lease (Amendment) Act, 1907, and paragraph 2, a reference to the Calcutta Municipal Law of 1899, as in the Bengal section, was omitted for obvious reasons. Extends to Orissa, (No. , September, 10th 1891). Words in brackets were inserted and added to Act I, British Columbia, 1907. They are intended to preserve existing rights and responsibilities in areas that, under the amended provisions of Title I, may be excluded from the Bengal Lease Act by the local government or may be excluded or incorporated within the city limits of Calcutta. Acquisition of residency rights in accordance with the previous rent law.- According to the sec. 6 Law X of 1859 and Sec. 6 Act VIII, B. C., 1869, each raiyat that cultivated or held the land for twelve years was entitled to be placed in land so cultivated or hired by him, regardless of whether it was held under a patch or not, as long as it paid rent at the expense of the same, but this rule does not apply to hamar, zero-jot or sir land owned by the owner of the property or possession, and let them rent for a term, or year after year, nor, as regards the actual cultivator, on the land sub-give for a term, or year after year, raiyat entitled to accommodation. The retention of the father or other person from whom the paradise is inherited should be considered the retention of the rayat in the meaning of the section. Section 7 of both acts section 6 should have no impact on the terms of any written contract land inscribed between the landowner and the paradise when it contains a clear provision contrary to it. Raiyat could, therefore, under a former law contract himself out of his condition. Under the former law, it was decided that a paradise holding land under the possession of bhagdari or bhaoli (i.e. a part of the product) could be entitled to reside (Harihar Mukhurji v. Biressar Banurji, 6 W. R., Act X, 17; Jatto Moar v. Basmati Coer, 15 W. R., 479). Just can raiyat holding nuksan utbandi jote, (see sec. 180) and who by custom of the locality paid rent when the land can be cultivated, and no rent when he could not cultivate it (Premananda Ghosh vs. Surendra Nath Rai, 20 W. R. 329). The right to occupy can be acquired by a cultivator in this part of the land used for his residence, as well as in the fact that it was cultivated (Mohes Chandra Gangapadhaya v. Bishonath Das, 24 W. R., 402), even if, instead of cultivating land, he opened shops on it and profited from the owners of shops (Khajurunnisa v. Re Ahmedza). , 11 W. R., 88), in the land of the strike, if the possession of the land of the strike was raiyatwari (Pogose vs. Raju Dkopi, 22 W. R., 511), in the tank appurtenant on the ground let for cultivation (Nidhi Krishna Basu vs. Ram Das Sen, 20 W.R., 341 ; Uma Charan Barua vs. Mani Ram Barua 8 C. W. N. 192), and in the ground let grazing horses (Fitzpatrick vs. Wallace , 2 B. L. R., A. C., 317 : 11 W. R., 231). A firm that owns indigo and leases cultivated land could acquire the right of residence in it, provided that the lease was granted to the original members of the firm, and according to the custom of the locality the right to reside in the land can be transferred to persons subsequently admitted as members of the firm (Laidley v. Gaur Gobinda Sarkar), 11 Calc., 501). Raiyat can acquire the right to place, although he has released his land for others to cultivate (Brindabon Chandra Chandhri vs. Issar Chandra Biswas, W. R., Sp. No. 1864, Act X, 1 ; Ram Mangal Ghosh vs. Lakki Narain Shah, 1 WR, 71) ; provided that he was a bona fide cultivator in terms of profiting directly from the products (Kali Charan Singh v. Amirudin, 9 W. R., 579). Rayat, who held or cultivated a piece of land continuously for more than 12 years, but under several written leases or putts, each for a certain period of time, was not entitled to residency, and neither the mere fact of renting it for a period of years, nor the existence of the right to re-entry by the landowner did not constitute a explicit provision under Article 7. in order to prevent the right to reside is acquired in accordance with the sec. 6 Act X of 1859 (Sheo Prakash Misra v. Ram Sahay Singh, 17 W. R., 62 : 8 B. L. R., 165 ; Mukhtar vs. Singh, 9 C. L. R., 144; Chandrabati Coer vs. Harrington, 18 Kalk., 349: L.R., 18 IA, 27). 27). raiyat allowed the occupation of the land to continue at the end of the lease, which gave the landlord the right to re-enter at the end of his term, but which the landlord did not choose to take advantage of, and whose total period of occupation amounted to twenty years, was held to acquire the right of residence (Ibatullah v. Magomed Ali , 25 V.R., 114). The 70ers have the right to add time, during which their fathers or other persons from whom they inherited, by the time of their own possession in the period of computational tile in the twelve years required to acquire the right to reside (Watson v. Sarat Sundari Debi, 7 W. R., 395; Nim Chand Barua vs. Murari Mandal, 8 WR, 127; Lalhadahour Singh vs. Solan, 10 Calc. : 12 C. L. R., 559). They could count as a time when they were in sole ownership of land and a time when they were in possession of it together with others (Forbes vs. Ram Led Biswas, 22 W. R., 51; but see Contra, Magomed Chaman vs. Ram Prasad Bhakut, 8 B. L. R., 388 : 22 W. R., 52 note). They can acquire residency rights even though the persons under whom they were held had no ownership of it (Amir Hussain v. Sheo Sahai, 19 W. R., 338; Sulfan v. Radhika Prasonno Chandra, 3 Calc., 560 : 1 C. L. R., 388), and the expiration of the lease period of ijaradar, under which raiyat ownership under jotedari law began, may not affect the application of Section 6 of Act X (Gulam Panja v. Harish Chols , 17 W. R., 552). Illegal eviction is not such a interruption of ownership as would prevent the district to obtain the right of residence (Mahomed Ghazi Chaudhuri v. Nur Mehomed, 24 W. R., 324; Lutifunnis V. Pulin Bihari Sen. No, F.B., 91; Radha Govinda Coer vs. Rahmaldas Muhurji, 12 Calc., 82). The right to reside may be acquired for an undivided share of the property (Muktakeshi Dasi v. Kailas Chandra Mitra, 7 W. R., 493; Jardine Skinner Co., vs. Saral Sundari Deby, 3 C. L. R., 140: LR, 5 I.A., 164; Baidia Nath Mandal vs. Shudharama Misri, 8 C. W. N., 751; Uma Charan Barua vs. Mani Ram Barua, 8 C. W. N. N. N. N. , 192). The rights of residence can be purchased in Hamar, Nij Jot or Sir Land, if allowed differently than for term, or year after year (Gur Singh vs. Bihari Raut, 12 W. R., 278 : 3 B. L. R., App., 138 ; Bhagwan Bhagat, vs. Jaga Mohan Rai, 20 W. R., 308; Ashraf vs. Ram Kishore Gosh, 23 W. R. 288). Compare the sec. 116 of this Act. Residence rights under the former law.- Residence rights may not be acquired by violators (Pir Baksh v. Miajan, W. R., Sp. No. No. F. B., 164; Ghulam Haidar vs. Purno Chandra Rai, 3 W. R., Act X, 147; Ishan Chandra Ghosh vs. Harish Chandra Banurji, 18 W. R., 19 : 10 B. L. R., App., 5). Rayat, who secretly owns the land and does not pay rent for it, is not entitled to live in Mandal vs. Bhuban Mohan Sena, 2 W. R., Act X, 85). Possession obtained and continued through fraud may not give residency rights (Bhubanjai Acharji v. Ram Naraindhri, 9 W. R., 449). Simple possession of a permissive character without any right cannot grant the right to reside (Mohar Ali Khan v. Ram Rattan Sen, 21 W. R., 400; Adayto Charan De v. Peter Das, 17 WR, 383). Simply being a servant for 12 years does not entitle you to reside (Umamayi Barmanya v. Boko Behra, 13 W. R., 333). A person occupying the land as a person appointed by the mine and cultivated because of the opportunity provided in this way may not qualify for the benefit under the sec. 6 Act X of 1859 (Uma Nath Tewari v. Kundan Tewari, 19 W. R., 177). Residence rights may not be acquired by the intermediary (Gopi Mohan Rai v. Sib Chandra Sen, 1 W. R., 68); or tihadar (Ram Saran Sahu vs. Vereg Mahton, 25 W.R., 554); or tenant of the holding under zar-i-peshgi, which constitutes security for advanced money (Bengal Indigo Co. v. Raghubar Das, 24 Calc., 272: L. R., 231. A., 158 :. 1 K.V.N., 83). The rights of residence could not be acquired on land occupied exclusively by buildings (Sarnomayi v. Blumhardt, 9 W. R., 552; Machar Ali Khan v. Ram Ratan Sen, 21 W. R., 400), or on the ground whose main occupation was an apartment building, and when the cultivation of soil, if any, was completely subordinate to it (Kali Krishna Biswas v. Yankee, 8 W. R., 250; Ram Dhan Khan vs. Hara Dhan Paramanik, 12 W. R., 404: 9 B. L. R., 107). No right to accommodation can be acquired in a reservoir used only for the conservation and cultivation of fish and without forming a portion of any land provision or addition to any land (Shibu Jelya v. Gopal Chandra Chaudhri, 19 W. R., 200) ; and the granting of the right to fish in such a reservoir does not give any interest in the underground (Mahanand Chakravartti v. Mangala Kcotani, 31 Calc., 937 : 8 C. W. N., 804) ; or in a tank with such a large plot of land that is needed for its shores (Nidhi Krishna Basu v. Ram Das Sen, 20 W. R., 341; or in Jalkara (Uma Kanth Sarkar v. Gopal Singh, 2 W. R., Act X, 19; Sham Narain Chaudhry v. Court of Wards, 23 W. R., R., R., R. 432; Jaggabandu Saha vs. Prothyrho Nath Rai, 4 Calc., 767; Bollay Sati vs. Akram Ali, 4 Calc., 961) ; or indigo or a firm that has no corporate existence (Cannan v Kai. Chandra Rai, 25 W. R., 117) ; or the firm of the capitalists (Rai Kamal Dasi v. Laidley, 4 Calc., 957). except when they have inherited land from their predecessors or/pies are (Watson vs. Sarat Sundari Debi, 7 W. R., 395; Dinobandau De vs. Ram Dhan Rai, 9 WR, 522; Durga Sundari vs. Brindabuna Chandra Sarkar, 11 W.R., 162; Narendra Narain Rai vs. vs. against Chandra Sen, 22 W.R., 22 : 13 B.L.R., 274; Hirod Chandra Rai vs. Gordon, 23 W.R., 237 Lal Bahadur Singh vs. Solano, 10 Calc., 45 : 12 C. L. R. 559); even with the consent of zamindar (Tara Prasad Rai v Surjo Kant Acharya, 15 WR, 152; Haidar Baksh v. Bhubendra Deb Kunwar, 17 WR, 179; but see contra on the subject, Haro Chandra Guha vs. Dunn, 5 W. R., Act X, 55). Residency rights may not be acquired on subletting land for a period, or year after year, raiyats with residency rights (Gilmore v. Sarbessari Dasi, W. R., Sp. No. No, 1864, Act X, 72; Jamaitunnisse Bibi vs. Noor Magomed, Ibid, 77; Ketal Gaine v Nadir Mistry, 6 W. R., 168; Abdul Jabar V, Kali Charan Datta, 7 W. R., 81; Kali Kishore Chamor vs. Raman , 9 W. R., 344 ; Haran Chandra Pal vs. Mukta Sundari, 10 W. R., 113 : 1 B. L. R., A. C., 81 ; Ram Dhan Khan vs. Haradhan Paramanica, 12 W. R., 404 : 9 B. L. R., 107 note ; Neil Kamal Sen vs. Danes, 15 V.R., 469; Ishan Chandra Ghosh vs. Harish Chandra Banurji, 18 W. R., 19; Annapurna Dasi vs. Radhi Mohan Patro, 19 WR, 95). The right of residence cannot be obtained in Hamar, Nij-jot or Sir land, if allowed to rent for a period or year after year (Gaur Singh vs. Bihari Raul, 12 W. R., 278: 3 B. L. R. R, App., 138; Bhagwan Bhagat vs. Jogmohana Rai, 20 W. R., 308 : Ashraf vs. Rama Kiskora Gosh, 23 W. R., 288). See the sec. 116. In the case of Haro Govindo Raha v. Ram Ratno De (4 Calc., 67), there were doubts that residency rights could be obtained on land held during service, but in Ram Kumar Bhurttacharje v. Ram Niwaz Rajguru (31 Calc., 1021) it was decided that such rights could be acquired in the Chauranuki lands. But not under-the-worlds of such lands (Mritanjai v. Kenatullah, 11 W. N., 46). Acquisition of residency rights by custom.- According to Peacock, CJ, in Thakurani Dasi v. Bisshar Mukhurji, (B. L. R., F. B., 326: 3 W. R., Law X, 29), Act X does not take away the right of any raiyat who was entitled to a grant, contract, prescription or other valid title to hold at a fixed rental rate. In The Hills vs. Ishwar Ghosh (W. R., Sp. No. F. B., 148), he also told the same learned judge that if there are any ancient or hereditary rights to which raiyat is entitled, he is not excluded by Act X of 1859 from claiming and proving such rights in due course of law. See also Lilanund Singh vs. Nirpat Matun (17 W. R., 306.) All customs, customs and customary rights are now preserved by the provisions of the sec. 183, from illustration 2 to section, it is obvious that there may be a valid custom or the use of the acquisition of residence rights of less raiyats. This is further evident from the sec. 113, as amended to the Lease (Amendment) Act of Bengal, III, British Columbia, 1898, which referred to the question that the right to insufficiently. The right to live, acquired under the former legislation, continues in the present law,- in the case where, under this law, in which some land was used as a garden and held by its plaintiff for approximately fifty years, it was argued that land as a horticultural land could not be acquired in it under this law. It was found, however, that the right to occupy land had been acquired in accordance with the former law and that, regardless of whether the current law applied to horticultural land when the right to reside had been acquired under the old law, it had not been lost as a result of the repeal of the Act, and there was nothing in the new law that deprived any person of acquired statutory rights (Hari Ram v. Narsingh Lal) , 21 Calc., 129). See also Hassan Ali vs. Govind Lal Basak, (9 C. W. N., 141). There is nothing in the Bengal Lease Act that would waive the right to reside under a lease granted at the time of the Act VIII, British Columbia, 1869 (Baidya Nath Mandal v. Sadhuram Misri, 8 C. W. N., 751.) according to the sec. 178 (1) (b) No contract between landlord and tenant concluded before or after the adoption of this Act shall take away the right to reside by acting on the date of the contract. The definition settled raiyat 20. (1) Every person who, for twelve years, whether in full or in part before or after the act of the Act, has consistently retained as a paradise land located in any village, whether in a lease or otherwise, is considered to have settled in the village after that period. (2) The person is considered, for the purposes of this section, to permanently occupy the land in the village, despite the fact that the specific lands on which it is located, were different at different times. (3) A person is considered, for the purposes of this section, to have as raiyat any land, ceded as raiyat to the person of whose heir he is. (4) Land held by two or more co-owners as a raiyati holding, is believed to have been held as a raiyat by each such co-shareholder. (5) The person is still a settled paradise of the village as long as he owns any land as a paradise in this village and for one year thereafter. 6) If the paradise regains ownership of the land under article 87, it is considered a sedentary paradise, despite the fact that he has not owned the country for more than a year. 7) If, in any proceedings under the Act, it is proven or admitted that a person owns a land as a paradise, it is assumed that within twelve years he and the landowner under which he owns the land is for the purpose of this section until proven or admitted that he had held the land or any part of it for twelve years as a paradise. Extended to Orissa (no, September 10, 1891). Subcharcing (1) and (2). Settled raiyats.-These subdivisions, which are the result of the result an attempt to rehabilitate the hudkasht or resident paradise of the old rules, made major changes to the law on rent. Under Act X of 1859 and Act VIII, B.C., 1869, it was necessary to acquire the right to occupy land so that the paradise could have the same land for twelve years, and if it occupied fresh land in the village, it was not allowed to settle it until the expiry of the twelve-year period (Amar Chand v. Bakshi Paikar, 22 W.R., 228). Now the paradise is a settled paradise of the village and has (sec. 21) the right to occupy on all lands in the village in which he, or the person of whose heir he is, held any land for twelve years. When the defendants held land held them partly for more than twelve years, and partly for less than twelve years, and the two classes of land were indistinguishable; held that the defendants were settled raiyats, and under s. 21 residency rights in all lands held by them (Sarat Chandra Rai v. Asiman, 31 Calc., 725 : 8 C. W. N., 601). But this rule does not apply to land or land covered by the custom of utbandi, which must be held for twelve years before the right to reside accrues (sec. 180.) Subcharrency (i) regulations have been introduced to prevent homeowners from acquiring their residency rights by moving them or changing their holdings before the expiry of twelve years. At one time it was suggested to include the word property in this section instead of the word village; but in the end she was determined not to. Thus, homeowners may continue to prevent their residence rights from being acquired by moving them from one village to another within their estates until the statutory period is over. There is one point that provisions subsection (2) leave somewhat uncertain, visas., is whether raiyat can become settled raiyat, holding for twelve years different plots of land in the same village under different landowners, or whether he must keep his land under the same master. See Kuldip Singh vs. Chatur Singh Rai, (3 C. L. J., 285: 2 C. W. N., cccii). The difference between occupancy of raiyats and settled raiyats.- The term employment-raiyats used in the law does not cover, settled raiyats. The right to reside can be acquired by a new angle by purchase, i.e. provided that it can be re-emphasized by custom), while the status of a settled paradise is acquired by cultivating any land in the village as a paradise for twelve years, or inherited from the paradise that did so. (Statement on the objects and causes of the bill, No. III of 1897, in order to amend the Bengal Lease Act, paragraph 24, and Kuldip Singh v. Chatur Paradise, 2 C. W. N., cccii : 3 C L. J., 285). The status of a settled paradise, as defined in the sec. 20, can't be and therefore, although each settled raiyat has the right to accommodate, each occupancy-raiyat is not necessarily settled raiyat (Kuldip Singh vs. Chatur Singh Rai, 2 C. W. N., cccii : 3 C. L. J. 285). The Revenue Board issued the following instructions to the staff on the settlement. Rayat, who held any land in the village for 12 years himself or partly through the man from whom he inherited, is a settled paradise of the village. He has the right to occupy the nut only in this land, but also on all other lands in this village, forming a part of his holding or which he can at any time add to its conduct. His status as a settled paradise goes to his heir, but it can not be sold. Thus, all populated paradises that have acquired the right to settle as a result of the occupation of land fur for 12 years, or inherited from the one who occupied this period, must be ye-corded as settled raiyats. The only remaining class of occupancy-ryat are those who have acquired the right to accommodation, but have not held the land to which it has been attached for 12 years, or who have inherited from such buyers, the term of 12 years from the purchase still does not work. Only they must be registered as visiting-ray (Council Guide to Settlement Part II, Part 3, p. 346 p. 98). Subsal section (3.) - The provisions of this sub-charge are similar to the provisions of the sec. 6 Act X of 1859 and Act VIII, B.C. 1869, according

to which the retention of the father or other person from whom the paradise is inherited is considered to be the retention of the rayat in the meaning of this section. Under the former law, the district always has the right to add the occupation of his father or other person from whom he inherited his land to his own in calculating the period required for him to acquire the right to reside, but not the profession of a person from whom the lie could acquire land, unless the holding has re-transfer. Cm. Notes to the sec. 19 ante, page 92-94. The rights to residency are now directly gerimated by the sec. 26. With regard to the responsibility for accommodation raiyats for rent, which is accrued in the life of its predecessors, see the notes to this second: ion. The heir to the raiyat housing may require recognition by the landlord of the death of his ancestor, who was registered tenant (Ananda Kumar Nascar v. Das Khaldar, 27 Calc., 545; 4 C. W. N., 608). Subsal (4.- Subsal follows the rule set out by the High Court in Forbes v. Ram Lal Biswas (22 W. R., 51), putting aside Magomed Chaman vs. Ram Prasad Bhagat (8 B. L. R., 338; 22 W. R., 52 note). who remained on the ground, giving them interest throughout the holding Mandal vs. Radki mohan Khazra, 5 C. L. J., 9) Subsection (5).-According to this subdivision, the paradise is likely to leave its place and leave the village and can still retain its rights as a settled paradise, provided that it returns within one year and takes another place in the same village, it may be under another master. Subsage (6).-The subsion follows the rule set out by the High Court in Magomed Ghazi Chaudhry v. Noor Mlahomed (24 W. R., 324), in which zamindar sued the district for ejection, and the district pleaded guilty to continuous occupation for twelve years, and it was found that he was expelled during this period, but returned to possession. It was decided that if the eviction was unlawful, it would not be a break that would prevent the district from obtaining the right to reside, but the district must prove that the eviction was unlawful. See also Lutifundis vs. Pulin Bihari Sena (W. R., Sp. No. No. No. 13. 91) and Radha Govind Koer vs. Kahat Das Muhurji, (12 Calc., 82). Subsal section (7). Onus evidence.- This sub-charge has made a big change regarding manus evidence in rental cases. It was introduced in the interests of the district, who have always had difficulty obtaining legal evidence of their acquisition of residency rights. Now, the responsibility is on the landowner to refute the allegation on the part of their raiyats of their having land continuously for twelve years. This presumption can only arise in the case of raiyat, which has other holdings placing in the same village when these other holdings of accommodation are held under the same landlord (Kuldip Singh vs. Chalur Singh Rai, 3 C. L. J., 2 C. W. N., cccii). And this presumption does not apply to the inhabitants of the land chur or dirs, who if they claim that they have been for twelve continuous years in possession, must prove that assertion (Beni Prasad Koeri v. Chaturi Tewari, 33 Calc., 444; 4 C. L. J., 63). In a lawsuit brought by a real estate buyer when selling for arrears of government revenue, the defendant, who claims to have raiyat with the right of residence to start a prima facie case, showing that he held the land as a raiyat within the meaning of the reservation to the sec. 37, Act XI of 1859 (Ambica Charan Chakravarty v. Dai Ghazi, 3 C. L. J., 51n: 10 C. W. N., 497). Settled raiyats have residency rights 21. (1) Every person who is a settled paradise of the village within the meaning of the last partition of the above is entitled to occupy on all lands during the time he is held as a paradise in the village. (2) It is believed that every person who, as a settled village paradise within the meaning of the last aforementioned partition, held the land as a paradise in this village at any time between the second day of March 1883 and the beginning of the this Act, the Act, ; but nothing in this section affects any decree or order issued by the Court prior to the act. Restrictions on the acquisition of residency rights.- Despite the provisions of this section, residency rights cannot be acquired in the private land of the owners, known in Bengal as Hamar, Nij or Nij-jota, and in Behar as a zirat, sir or kamat, if they are rented out for a period of one year or under a lease from year to year (sec. 116). As already noted, sedentary paradises do not acquire the right to settle on the lands of chur, dirs or utbandi until they have the same site for twelve continuous years (sec. 180). Residency rights cannot be acquired on the land of Ghatwali (Upendra Nath Hazra v. Ram Nath Chaudhri, 33 Calc., 630 : Mohesh Manjki v. Pran Krishna Mandol, 1 C. L. J., 138). When less land is occupied by raiyats, which jote rights gained khas possession with the consent of raiyats with the aim of growing indigo ; believe that the tenant, being simply a landlord in the occupation, does not acquire the right to reside in the land, and the less the right to own khas at the end of the lease (Ram Lochan Koeri v. Collingridge, 11 C. W. N., 397). If the tenant is a tenant or has settled raiyat some land in the village he is entitled to residence in respect of other land held by him in the same village if he holds them as raiyat and not in any other capacity. (Budjrangi Raut vs. M. H. McKenzie, 7 C. L. J., 475). Accretion lands.-Rayat, which has the right to occupation, has the same right to land added to his jot as in his jot (Gaur Caybartto vs. Bhola Caybartto, 21 Calc., 233) ; but not if it is an annual raiyat symbol or dearah land (Beni Prasad Koeri vs. Chaturi Tewari, 33 Calc., 444). Urban and suburban land.- The use of the word village in this section shows that under the Act the right to live in cities and suburban lands cannot be acquired, and it has been found that there is no authority to propose that there may be rights to live in suburban lands, albeit for construction purposes, although these rights may not be known under the law designed only for agricultural landowners and tenants (Rakhaldas Addy. , 16 Calc., 652.) The original law did not explicitly exclude urban areas, except for the city of Kolkata (Hassan Ali v. Govinda Lal Basak, 9 C. W. N., 141.) But see addition to s. 1 (3), made s. 3, Act I, B. C., 1907, p. 2. and Act I, E. B. C., 1908. Subsal (March 2, 1883) is the date of leave to amend the Rent Act. This is is given further election in the sec. 178. Section 21 subs are directly retrospective and apply to claims pending at the beginning of the Act (Jogeshar Das v. Aisani Koibartto, 14 Calc., 553; Tapsi Singh v. Ram Saran Koeri 15 Calc., 376). Veto on contracts prohibiting the acquisition of the right to reside.- According to the sec. 178 (1) (a) nothing in any contract between the landlord and the tenant made before or after the adoption of the Act shall indefinitely prohibit the acquisition of the right to reside in the land. Under the sec. (2) nothing in any contract concluded between landlord and tenant since 15 July 1880 (the date of publication of the Commission's report on the lease) and prior to the adoption of this law should not prevent the acquisition of raiyat under this Act, the right to reside in the land; and under the south of the sec. (a) Nothing in any contract between landlord and tenant after the enactment of the Act prevents the district from acquiring the right to reside in the land under the Act. The effect of acquiring the right of residence by the landlord 22. (1) When the direct landlord of a residential holding is the owner or permanent owner of the property, and all the interests of the landlord and raiyat in the holding become united in the same person by transfer, succession or otherwise, such a person has no right to hold the land as a tenant, but must keep it as the owner or permanent owner of the property (as it may be ;) however, nothing in this sub-case should pre-0ably affect the rights of any third party. (2) If the right to reside in the land is transferred to a person jointly interested in the land as the owner or permanent owner, he has the right to own the land subject to payment to its co-owners or joint permanent owner of the shares of rent, which. May be paid to them from time to time. and if the person who transfers the land to a third party is a third party, is considered to be the holder of ownership or paradise, as may be the case with regard to land. Illustration.-A, co-shareholder of the landlord, buys the placement of the holding raiyat X. And is entitled to receive the land when paying its co-rulers the rent paid to them in relation to the holding. Subarmet Land Y, which takes it in order to create tenants on it; Y becomes the holder of ownership in relation to the land. Or sub-allows it to q, which takes it for cultivating it itself; Kew becomes a paradise in relation to the land. (3) A person holding the land as an ijarar or a farmer, the rented should not, while thus holding, acquire (by purchase or otherwise) the right to live in any land that is in his ijar or farm. Explanation.-Person, having the right to live in the land, does not lose it, subsequently becoming joint in the land as an owner or or ownership or subsequent ownership of land in an Ijar or farm. 22. (1) When the direct landlord of the landlord is the owner or permanent owner of the property, and all the interests of the landlord and raiyat in the holding become unified in one person, such a person has no right to hold the land as a raiyat, but must keep it as the owner or permanent owner of the property (as it may be ;) however, nothing in this sub-dissoligment should pre-disproportionately affect the rights of any third party. (2) If the right to settle in the land is transferred to a person jointly interested in the land as the owner or permanent owner, such a person has no right to hold the land as a rayat, but must keep it as the owner or permanent owner, as may be the case in this case, and pay his co-shareholders a fair and fair sum for the use and occupation of the same. (3) In determining from time to time, that is a fair and fair amount under section (2) the connection must have been the rent for accommodation raiyat at the time of transfer and the principles of this law regulating the increase or reduction of rent for accommodation raiyats . (4) A person holding land as an ijardar or farmer, rent, should not, while thus holding on, acquire by purchase or otherwise the right to live in any land that is in his ijar or farm. The purpose of this section is to implement the policy of the front parties of The Act VIII of 1885 and to prevent or prevent the purchase of residency rights by landlords. Subsection (2) in the Bengal Act does not explicitly repay the lease or holding and leaves the status and position of the purchase of the joint shareholder of the landlord uncertain. The amendment stipulating that in respect of his exclusive ownership, the buyer must pay his co-shareholders, the amount that would be paid from time to time residence raiyat, is intended to make it clear that his possession must be the exclusive possession of the owner's co-owner or ownership of the owner, as it may be. Since the tenant is the tenant, the word raiyat has been replaced by the word tenant in both subsections (1) and (2). In the Bengal Act, the word rent is used for the amount to be purchased by a joint shareholder to other joint shareholders and can lead to ambiguity regarding the status of the former: the current section is so framed as to avoid this difficulty. Extended to Orissa, (No., September 10, 1891). Words in heavy brackets in this section were added s. 10, Act I, B. C., 1907. A section modified for East Bengal will be found in the opposite column. The subsal section (1).-The rule set out in this section is similar to the provisions of Section III, cl. (d) Act IV of 1882, under which rent the property determines if the interests of the tenant and the tenant all property simultaneously belongs to the same person who owns the same right. This is in accordance with the decisions of the High Court in the cases of Mitrajit Singh against. Fitzpatrick, 11 W. R., 206; Reed vs. Srikrishna Singh, 15 W.R., 430; Bul Chand Jha v. Lathu Mudi, 23 W. R., 387; Lal Bahadur Singh vs. Solan, 10 Calc., 45 : 12 C. L. R., 559 ; and Ratta Govind Coer vs. Rahal Das Muhurji, 12 Calc., 82. But see Contra, Umesh Chandra vs. Raj Narain, 10 W. R., 15; Rushton vs. Atkinson, 11 W.R., 485 and Savi vs. Panchanan, 25 W.R., 503. In Lal Bahadur Singh v. Solano, it was said that the right to occupy should be acquired against someone, and if the paradise is in possession of land in a dual quality as raiyat and as Malik, it is almost impossible to imagine how he can in these circumstances acquire the right to place against himself. In the case of Radha Govind Koer v. Rakhal Das Mukhurji (12 Calc., 82) it was decided that even if the owner purchased the land bins of the paradise in the name of a third party, that right disappeared; and in Piari Mohan Muhurji v. Badal Chandra Bagdi, (28 Calc., 205: 5 C. W. N., 310), it was recognized that the lease, which was without the landlord's consent and unregistered, was invalid, and the landlord who bought the paradise in the execution of the rent arrears decree had the right to expel the rent arrears, which was not protected by that provision. But the opposite was laid in the case of Amirullah v. Nazir Magomed (31 Calc., 932). This decision was subsequently overturned because it was discovered that no notice had been given to the heirs of the deceased defendant. But the principles of the judgment were confirmed in Amirullah V. Nazir Magomed, (3 C. L. J., 155 : 34 Calc., 104). However, he differed from Badan Chandra Das vs. Rajeswari Debia (2 C. L. J., 570); in this case the plaintiff, jotedar under the government, released part of his jote to raiyat as chukanidar, which again sublet part of it to hold to the defendant, without the plaintiff's consent, and otherwise than the registered apparatus. Subsequently, the district surrendered part of its possession, which, according to him, was sublet to the defendant, the plaintiff filed a claim for the seizure of possession; held, sec., 22 did not apply, and the landlord had the right to own a khan and no notice to throw was necessary. Mergers in case the percentages of the patchy fall into the same hands as the interest of zamindari (Jibanti Nalh Khan vs. Gokul Chandra Chowdhury, 19 Calc., 760). The reverse was hell in the case of the patchy interest created after the passage of the Property Transfer Act (Promolho Nath Mitra v. Kali Chowdhury, 28 Calc., 744; see, also Prasanna Nath Rai vs. Jagat Chandra, 3 C. L. R., 159). When the interests of chicmi and mukarari in their time become the same persons, regardless of whether the mukarari lease was a lease for agricultural purposes or not, Mukarari's interest merges into the highest term (Surja Narain Manila! v. Nanda Lal Sinha, 33 Calc., 1212). The rights of third parties mentioned in this subsection and in subsection (2) must be valid rights (Piari Mohan Mukhurji v. Badal Chandra Bagdi, 28 Calc., 245: 5 C. W. N., 312), and therefore cannot salvage the rights of the collateral from the district, who died without heirs; otherwise means similarly (Mukta Keshi Dashi vs. Pulin Behari Singh 13 C. W. N., 12). Subsal (2).-In Gur Baksh Rai vs. Jeolal Rai, (16 Calc., 127), in which the tenant began to occupy his property in 1871 and acquired a fraction of his own interest in 1878, he was held on his claim for possession after being stripped in May 1886 of that there was nothing in Act VIII, B.C., 1869 to prevent him from acquiring such a right if after the purchase he continued to keep the land as a raiyat, and the relationship of the landlord and the tenant existed between him and his co-owner owner, and if the period during which he so held extended for twelve years from the beginning of his holding. In Sitanath Panda v. Palaram Tripati (21 Calc, 869), the plaintiff filed a claim for a share of the rent for the jot, alleging that it was purchased by defendants who were his co-shares in the interests of the landlord. It was pointed out that the plaintiff was entitled to an order, and it was stated that, although the section stipulated that when the right to reside in the land was transferred to a person jointly interested in the land as an owner or permanent owner, the right to reside should not be fully repaid. The third person mentioned in this provision should be held accountable for every person of interest except the person not included in the conversation and the person who is passed through it. In order to ensure that the owner's acquisition of the right to live does not affect the right of the shareholder to obtain his share in the rent. In another case, Jawadul Haq is against. Ram Das Saha, (24 Calc., 143: 1 C. W. N., 166), the plaintiff who was a co-shareholder in taluk, sued for possession of khas in the amount of his stake in jote, in which the defendant put up for sale and acquired the tenant's residence rights, the defendant is a co-shareholder of the plaintiff in the taluk in which the pie was located. Munshiff, before whom the claim was first filed, dismissed the claim because the defendant who bought the jot had the right to hold it as a tenant and that the plaintiff, accordingly, was not entitled to own his shares. His decision was overturned by one subordinate judge, who ruled that the main defendant had not purchased anything as a result of his purchase in order to repay the entire lease. When applying to the High Court The judge's decision was overturned by Beverly, J., and on appeal under a patent letter to the five-judge panel of The Beverly J. Was confirmed. The panel's ruling stated: Section 2 of section 22 of the Rent Act stipulates that in the event of the transfer of the right of residence to a person jointly interested in the land as the owner, the right to reside ceases to exist. It is not said, and the sub-charge cannot be understood as meaning that the holding ceases to exist, but that the right to occupy, which is an incident with the holding, ceases to exist, and in the sub-order there is nothing incompatible with the continuation of the holding, deprived of this right to reside, which is attached to it. The saving provision in the subdivision that nothing in it should pre-disproportionately influence the rights of any third party also indicates that the holding will continue to exist for any purpose anyway. The decision in Jawadul Haq v. Rama Das Saha (24 Calc., 143) was adjudicated in Miajan v. Minnat Ali (24 Calc., 521). However, in Ram Saran Poddar v. Magomed Latif (3 C. W. N., 62), it was found that when the landlord put the apartment holding up for sale, purchased it himself and settled it with the new district, he was unable to re-sell the same holding in the implementation of the decree on rent arrears of previous years. It was pointed out that there was no right to sub-barm, which could be sold, and the plaintiff, who had bought at the second sale, had not purchased anything. In the case of Girish Chandra Chaudhry v. Kedar Chandra Rai (27 Calc., 473; 4 C. W. N., 569), the case of Jawadul Haq v. Rama Das Saha was again distinguished. In this case, the plaintiffs and defendants were joint owners of the taluk, in which there was an untranslatable holding. The defendants took it up for sale and purchased the holding in the execution of a monetary decree and took possession of the land. The plaintiffs sued to obtain joint ownership of the land with the defendants. They were successful in the lower courts. The second appeal against the body, Jawadul Haq v. Ram Das Saha, argued that the right to reside could not be cast from the right of rent and that, although the right to reside could not be sold, the sale and purchase of the lease was good and that the plaintiff therefore had no right to interfere with the ownership of the defendants. But the appeal was banned. Section 27, it was said, does not make an uncondensed holding placement transferred when the buyer turns out to be one of the owners. This section, read in connection with other sections of the Act, must be adopted to refer to possessions that are portable, and the section accepts that when such a holding is transferred to one of the co-owners, in the land thus transferred ceases to exist. The decision we referred to only decided that, although the right to accommodation had ceased to exist as a result of the operation of the section, the holding could be well transferred. Although in accordance with the provisions of the sec. 22 The right to reside may be severed, it can only be separated when the section is applied and cannot be broken in all cases. In addition to any special provision of the law, as contained in section 22 and not applicable only to the cases mentioned in this section, it is possible on any principle that, in the case of non-essential ownership of the holding, may be sold without the right to place in order to give the re-certification the right to retain ownership of it. , 553), and Ramrup Makto vs. Mannerds, (4 C. L. J., 209). The correctness of the decision in the case of Jawadul Haq was subsequently confirmed by the full bench in the case of Ram Mohan Pal v. Kachu, (32 Calc., 386; 1 C. L. J., 1; 9 C. W. N., 249). The subsal section (3).-Subsed section (3) and the explanation of the section follow the High Court's decisions in the following cases: (Gilmore v. Srimant Bhumik, W. R., Sp. No., 1864, Act X, 77; Watson and Co. v. Jogendra Narain Rai., 1 W. R., 76; Mokundo Lal Dabi vs. Craudi, 17 WR, 274; 8 B. L. R., App., 95; Umanath Tevari vs. Kundan Tevari, 19 WR. , 177; Savi W. Panchanan Rai, 25 V.R., 503; Ram Saran Sahu vs. Vereg Mahton, 25 W.R., 554; Jardine Skinner and Co. vs. Sarat Sundari Deby, 3 C. L. R., 140; L.R., 5 I.A., 164; Rai Kamal Dasi vs. Laidley, 4 Calc., 957). In the case adopted under the Rent Act (Maseyk v. Bhagabati Burmania, 18 Calc., 121), the question is whether some persons who have overshadowed the land as boroughs have been denied the right to occupy it because they have shared interest in the land as ijars or farmers. It was held that they were not. Changes to this section of Act I, British Columbia, 1907.- In notes to the 1906 drafting of the Lease (Amendment) act in Bengal, it was explained that the purpose of the amendment to section 22 was to oppose the High Court's decision in the case of Jawadul Haq and the court's decision in Ram Mohan Pal v. Kachu. These decisions were said to lay down a rule contrary to the policies of the authors of Act VIII of 1885, which was to prevent landlords from purchasing a home. The provisions of the subsection (2) have been significantly amended by the Special Committee on the Bill, which in its report notes that the amendments they have made in the section will give force to the intention of the front parties to the law, provided that when a single landlord acquires accommodation in his raiyat, the interests of such a landlord and merge into the landlord's interest; and that's where one of the co-shareholder of landlords or co-owners acquires the right to accommodate the tenant of all co-owners or co-owners, such a landlord may not thus acquire the right to reside, or in subletting, prohibit the acquisition of the rights of raiyati sub-lessees. At the same time, according to the section changed by us, the landlord will not be prohibited from cultivating the land on his own, although the holding will not become the private land of the owner. We inserted an illustration to make the meaning of the section perfectly clear. Our attention was prompted by the High Court's ruling (Ramrup Mahto v. Manners, 4 C. L. J., 209) that the word acquisition in subcharging (3) section 22 does not include the word purchase. In order to prevent the acquisition of the right to reside in ijaradar during its lease through the purchase behind the landlord's back, we inserted the words of purchase or otherwise after the word purchase. Cases of fill-right Employment-law incidents. Land rights 23. If the paradise is entitled to settlement in respect of any land, it can use the land in any way that does not significantly degrade the value of the land or makes it unsuitable for leasing purposes; but has no right to cut down trees in violation of any local customs. Extended to Orissa, (No, September 10, 1891). Nothing in the contract concluded after the adoption of the Act has been reclaimed or restricted the right to settle the land, as stipulated in this section (sec. 178 (3) b). The use of land to fill raiyats.-At the beginning of the case under The Law X of 1859 it was said that raiyat with the right of residence can build a house of pukka on his land and do what he liked with it until he damaged it to the detriment of the zamindar (Nyamatullah v. Govind Chandra Dutta, 6 W. R., Law X, 40). In later cases, however, it was held that the zamindar might object to the construction of brick houses on the ground, let for cultivation purposes, and may by prohibition limit his raiyat to do anything that will significantly change the nature of possession (Shib Das Bandopadhaya vs. Baman Das Mukhopadhaya, 8 B. L. R., 242: 15 W. R., 360; Jagat Chandra Rai vs. Ishan Chandra Banurji, 24 W. R. , 220 ; Lal Sahu vs. Deo Narayan Singh, 3 Calc., 781 ; 2 C.L.R., 294). The occupying paradise also had no right to dig a tank on its land (Trinni Charan Basu vs. Deb Narain, 8 B. I. R., App, 69), in violation of the terms of his lease (Monindra Chandra Sardar vs. Manirudin Biswas, 11 B. L. R., App., 40; 20 W. K., 230), or dig the land to put a brick-making posture (Kadambi deby vs. Nabin Chandra Aduch 2 W.K., 157); Anand Kumar Muhurji vs. Bissonat Banurji, 17 V.K., 416). If he had a Mukarari interest in the land, he could build a well or do something else that did completely destroy the land in order to jeopardize the lease of the land of zamindar (Dhipat Singh vs. Halalhuri Chaudhry, W. R., Sp. No., 1864, 279). It cannot be cited as a broad provision of the law that the construction of an indigo factory on land for agricultural purposes should generally render it unsuitable for leasing purposes. This is a matter of fact and should depend on the circumstances of each case. Mohan Misser vs. Surendra Narain Singa, 34 IA 133 : 34 Calc., 718: 11 C. W. N., 794 : 6 C. L. J., 19. But if the owner stood aside and allowed his tenant to build a pukka building on the ground, he could not take him out of possession (Beni Madhab Banurji vs. Jai Krishna Muhurji, 12 V.R., 495: 7 B.L.R., 152; Sib Das Bandopadhaya vs. Baman Das Mukhopadhaya, 8 B.L.R., 242 : 15 W.R., 360). Similarly, if he allowed him to unearth the tank without making any attempt to restrain it (Kedar Nath Nag against. Khettro Pal Sritiratna, 6 Calc., 34; 6 C. L. R., 569), or build a manor house or use a piece of land for tanks or gardens (Prasanna Kumar Chaturji vs. Jagan Nath Basak, 10 C. L. R., 25), or excavate land for brickwork (Nicholl v. Tarini Charu, 23 W. R., 298), or turn your land into a mango grove (Naina Misra v. Rupikun, 9 Calc., 609 : 12 C. L. R., 300) he will not be allowed to catapult or prevent him. Now the rights to residency raiyat in this respect are regulated sec. 76 and 77 of this Act. According to the sec. 77 (1) raiyat at fixed rates and employment raiyat have the right to make improvements in their land, and the improvement determined in section 76 (i) means any work that adds to the value of the holding, which is suitable for the holding and which corresponds to the purpose for which it was empty , for example, wells, tanks, water canals (76 (2) (a) and suitable residential homes, for the paradise and its family with all necessary offices , No76 (z) (a) . According to the sec. 108, cl. (p) The Property Transfer Act, which, however, has not yet been extended to agricultural lease (s. 117), should not, without the tenant's consent, build on the property any permanent structure other than agricultural purposes. Trees.- Under the former law it was decided that although the tenant has the right to enjoy all the benefits of growing wood during hi:, occupation, he had no right to cut down trees and convert wood into his own use (Abdul Rahman v. Dataram Bashi, W. R., Sp. No. 1864, 367) ; but he had the right to own trees on his land (Mahomed Ali v. Bolaki Bhagat, 24 W. R., 330). Now, under the terms of this section raiyat with the right of residence can cut down trees on this land without the consent of its owner, if there it is customary to the contrary, of which it is for the landlord to give evidence (Nafar Chandra Pal vs. Ram Lal Pal, 22 Calc., 742). As for the trees themselves, if the tenant has an indefinite lease on fixed rent and the less reserved no reversible interest in the land or trees growing on it, the tenants have ownership of the trees (Saroda Sundari Debia v. Gomi, 10 W. R., 419; Gonak Rana vs. Nabo Sundari Dasi, 21 WR, 344). See also Harbans Lal vs. Maharaja Benares, (23 All. 126). But in the case of raiyats only the right of residence, according to the decision in Nafar Chandra Pal Chaudhry v. Ram Lal Pal, and the long series of decisions given in this case, the trees are the property of the owner of the land on which they grow, although the tenant has the right to enjoy all the benefits that growing wood can allow him during his residence, and reduce them subject to custom on the contrary. But the rights of the owner are subject to change or complete disappearance under the contract and customs. The case of Nafar Chandra Ghosh v. Nanda Lal Gosami, (22 Calc., 751, note) gives an example of the change in his rights in this regard by custom; for in this case it was found that, according to the custom of the zamindari, zamindar has the right to return only one-fourth of the value of the trees cut down by the paradises, when the paradises cut them down without his consent or permission. However, the North-Western Provinces have established a different rule for fallen wood of self-seeded trees. It was found that the zamindar claiming the right to the fallen tree of self-seeded trees growing on the occupancy holding must prove some custom or contract under which it is entitled to such wood, there is no general rule in India that there is a right to the landlord or right in the tenant common custom to the fallen forests of self-seeded trees (Nathan v. Kamala Cuar, 13 All. , 571). When in the village there was a custom that the paradises could when they needed firewood for cremation purposes and in the case of village holidays, appropriate agacha or headless trees grown on land by raiyats after they were put into possession, with the permission of a barua or village chief, and on such permission asking for nothing had to be paid for by raiyats, it was carried out in the event when some agacha trees were cut down without such permission asking, that the owner could have suffered no damage due to acts of raiyats in the felling and misappropriation of trees (Samsar Khan v Lochin Das, 23 Calc., 854.) Tamarind tree is not agaha or shrub (Nilmani Maitra v. Mathura Nath Joardar, 4 C. W. N., clix: 5 C. L. J., 413). The case of Man Mohini Gupta v. Raghu Nath Misra, (23 Calc., 209) illustrates the landlord's right to trees put out under contract. In this case, the lease of mauzah was granted for the apparent purpose of jungle land and attracting it for cultivation, and it was held that since there were no reservations in renting the right to the trees, lessee has the right to make them when cut. The perpetual injunction holding back the defendant from planting trees whose roots may penetrate the base of the plaintiff's building and walls is unworkable (Lakshmi Narain Banurji v. Tara Prasanna Banurji, 31 Calc, 944). The obligation of raiyat to pay rent 24. For their retention at fair and fair rates, the rent for living in the company should be rent. Extended to Orissa, (No, September 10, 1891). The expression fair and fair bets seem to be taken from the sec. 5 Act X of 1859 and Act VIII, British Columbia, 1869, which is how it is done in a sec. 27 of this law, states that a rate previously paid by the district is considered fair and fair until proven otherwise. Eviction protection, except for the specified grounds 25. Occupation-paradise should not be thrown out of his holding company by his master, except for the execution of an expulsion decree transferred to the land, a) that he used the land on which he was in his possession, in a manner that renders it unsuitable for the purposes of the lease, or (b) that he violated the condition agreed with the provisions of this law, and in violation of which he, in accordance with the terms of the contract between him and his landlord are subject to expulsion. Extended to Orissa, (No, September 10, 1891). Protection from eviction.- Before a tenant can be evicted on the basis mentioned in paragraphs (a) and (b) of this section, the landlord must issue a notice of the tenant indicating abuse or infringement complained, and where abuse or violation is able to correct by requiring the tenant to correct the same, and in any case to pay reasonable compensation; and no ejection claim can be filed if the tenant has not complied within a reasonable time of notification (sec. 155). Under section 178, subsection (1), paragraph (c), nothing in a contract concluded before or after the enactment of the Act entitles the landlord to expel the tenant other than in accordance with the provisions of this Act. Under the former rental law, it was decided that, although in strict law the farmer loses his lease as a result of the exemption of the collateral provided to them during the surrender of the farm, however, confiscations are not favourable when there was no cause of damage, or where monetary compensation is sufficient remedy (Alam Chandra Saha v. Moran and Co., W.R., No. Act X, 31). But in another case it was said that the parties should be bound by the conditions they deliberately agreed upon (Ram Kumar Bhattacharjee v. Ram Kumar Sen, 7 W. R., 132). As for the violation lease, it was decided that in the absence of a provision to cancel the lease or that the landlord was entitled to re-entry into the any of its provisions, the violation does not revoke the lease or give the right to ejection (Augur Singh v. Mohini Datta Singh. 2 W. R., Law X, 101). But when confiscation is provided as punishment for violation of a particular provision, it can be enforced (Mahomed Faiz Chaudhri v. Shib Dulari Tewari, 16 W. R., 103; Bir Chandra Manik v. Hussain, 17 W.R., 29) ; and there is nothing incompatible with the two means of reparation and forfeiture for breaching the terms of the lease (Chandra Nath Misra v. Sardar Khan, 18 W. R., 218). At the end of the lease period, according to which, that together with certain jote land were released on certain annual jama for both jote land and ghat, the defendants spent more for years on the same terms. The plaintiff gave the defendants notice to come out and sued khas possession ghat : held that the plaintiffs have the right to own khas ghat, although the defendants were filling raiyats against the jote land (Hayes v. Ghina Barhi, 33 Calc., 459). A tenant's care claim cannot be upheld unless the lease is defined, i.e. if there is no previous notice of departure or claim of ownership (Deo Nandan Prosod v. Meghu Mahton, 11 C. W. N., 225). See the note Definition of the landlord-tenant relationship at the beginning of the chap. VIII. The use of land is thus unsuitable for rental purposes.- In a lawsuit under this law, the tenant was sued for converting the land, admittedly, let for agricultural purposes in the garden, and he was found to have used it in this way, unsuitable for rent purposes and liable for ejection (Saaman Gop v. Raghubar Ojha, 24 Calc., 160 : 1 C. W. N. , 223). Whether the construction of an indigo plant on a piece of land released for agricultural purposes, makes the land unsuitable for rental purposes depends on the circumstances of the individual case and is a matter of fact (Hari Mohan Misser v. Surendra Narain Sing, (6 C. L. J., 19 : 11 C. W. N., 794 : 34 Cal., 718 P.) The tenant's refusal to seize the title of landlord is not grounds for confiscation or expulsion.- Refusal of a tenant to own a landlord is not grounds for confiscation of his lease under the Rent Act under the Rent Act. as it was under the former law, and now he cannot be expelled for this reason (Debiruddin v. Abdur Rahim, 17 Calc., 196; Dhora Kairi vs. Ram Jew haili Mahatan, 20 Calc., 101). It is still law in the counties in which Act VIII, B.C., 1869 prevails, but the waiver of the written statement will not act as confiscation (Niyamudine v. Mamtayudin, 28 Calc., 135: 5 C. W. N., 263). But the rule that denial of the landlord-tenant relationship does not apply as a forfeiture does not apply when the defendants denied in a previous lawsuit that they were the plaintiff's tenants, and when that waiver Court. When it was determined that the land belonged to the plaintiffs, and the previous lawsuit found that that the defendants are not tenants of the plaintiffs, the defendants are not allowed to remain on the land, and the plaintiffs have the right to own the hasa (Nil Madhub Basu v. Anant Ram Bagdi, 2 C. W. N., 755; Faiz Dali v. Aftabuddin, 6 C. W. N., 575; Haranat Chakravarty W. Kamini Kumar Chakravarty, 3 C. J. , 25n; Ramgati vs. Prana Seal. 3 C. L. J., 201). But the correctness of these decisions was questioned in Mallikadari against. McHam l'l Chowdhury, 2 C. L. J., 389 : 9 C. W. N., 928,), which stated that the doctrine of forfeiture by renunciation of the title of landlord does not apply to raiyati leases regulated by the Bengal Lease Act and the principle of estoppel cannot be applied to the doctrine of forfeiture indirectly applicable to such a lease. The accused tenant, who establishes an unfavorable title in himself, may be estopped off by creating the right to place in the appeal (Satya Bham Dasi vs. Krishna Chandra Chatturji, 6 Calc., 55). See also Sujad Ahmad Chowdhury v. Gang Charan Ghosh, (1 C. L. J., 116 : 9 C. W. N., 460.) The tenant of the property service bears the confiscation of his lease by denying his landlord title and the landlord will have the right to expel him if he stated in any act prior to the establishment of the claim, the intention to determine his lease. Notice to quit smoking in this case is not necessary. Such a case is subject to the Property Transfer Act (Anandamoyi v. Lakhi Chandra Mitra, 33 Calc., 339). It is not a notice to leave the house required to expel a tenant whose refusal in the relationship between the landlord and the tenant, managed to defeat the previous claim of the landlord (Khater Mistri v. Sadruddi, 34 Calc., 922). As for what constitutes a sufficient waiver, see The case of Mathewson v. Jadu Mahto (12 C. W. N., 525), where the plaintiff's refusal to acknowledge recognition as a landlord, while acknowledging that the defendant is the tenant of the land, is not considered a sufficient rebuttal. Now, a tenant who renounces his character as a tenant of the landlord, having established, without reasonable or probable reason, the title in the third person or himself, is subject to have a redress order taken against him. See the new Section 186 A, added c. 57, Act I, II. C., 1907 and Act I, E. B. C., 1908. Non-payment of rent.- Accommodation raiyat can not be thrown away for rent arrears; but its holding can be sold under the implementation of the lease order (sec. 65). Section 6 of Act X of 1859 and Act VIII BC of 1869 stipulated that the paradise has the right to reside on land as long as it pays the rent from the same. In this regard, it was decided that, while non-payment of rent did not mean acquiring the right to it requires rent and non-payment of non-payment raiyat can be evicted (Narain Rai vs. Opnit Misra 9 Cal., 304: 11 C. L. R., 417). Thus, in cases where the paradise was stripped of the property and did not pay the rent for five or six years, he was detained in a claim for possession that he was not entitled to reside (Hem Chandra Chaudhuri v. Chand Akund, 12 Calc., 115). In another case, however, it was stated that simply non-payment of rent did not necessarily amount to loss of residency rights (Masyatulla v. Nurzahan, 9 Calc., 808: 12 C. L. R., 389), and in the case where the decision in the case of Hem Chandra Chaudhuri v. Chand Akund was specifically considered, it was said that, although not the cultivation of land, combined with sufficient rent, it was said that, although not the cultivation of land, the combination of rent and non-payment of rent could be sufficiently to justify the conclusion that the tenant gave up the land, simply non-payment of rent alone is not sufficient to show that there was no sub-Barmae right of residence (Nilmoni Dasi v. Sonatan Doshayi, 15 Calc., 17). When the relationship between the landlord and the tenant was once proven, mere non-payment, albeit for years, is not enough to show that it has ceased. A tenant who claims this must prove it, especially if he is in possession of the land (Rango Lal Mandal v. Abdul Ghafoor, 4 Calc., 314 : 3 C. L. R., 119). Cm. Note, page 26. Non-payment of rent does not exempt tenant status from tenant status in order to give him title on land (Naresh Narain Rai v. Kashi Chandra Talukdar, 4 Calc., 661). Nor does it, even coupled with the fact that homeowners have never recognized him as a tenant (Ambika Sundari Guha v. Dino Nath Sen, 9 C. W. N., ccxxxix). Transfer is not invalid.- Transfer of holding, which cannot be re-uhed by local customs or use, is not an invalid transaction. It is annulled by the landlord, but is mandatory between the parties and their secrets (Haridas Banerjee v. Udoy Chandra, 12 C. W. N., 1086). Invalid transfer of whole or part of the holding.- Sale or parting with a whole or part of the holding is not grounds for for forfeiture under the Rent Act, and therefore, when raiyat sold half of his possession but remained in possession of the other half, and when the rent of the entire holding was deposited in the collection company on the landlord's loan, it was recognized that it was not subject to expulsion (Kabil Sardat vs. Chalder , 20 Calc., 590). See also Bansi Das vs. Yagdip Narain Chaudhry, 24 Calc., 152 ; Durga Prasad Sen vs. Dawla Ghazi, 1 C. W. N., 160; Gozaffar Hussain vs. Dalglish, 1 K.V.N., 162; Kissen Pertab Sahi vs. Trip, 2 C. W. N., cliv; and Kamaleshwari Prasad Singh vs. Harabalabh Narain Singh, 2 C. L. J., 369. Where there are several tenants of the holding and each of them has Part, each such part should not be considered as a separate holding and transfer of one of these parts; won't work as well as which will give the landlord the right to re-enter this part (Satis Chandra v. Bejoy Kumar, 13 C. W. N., cxx). But if the tenant transfers his holding, stops paying rent for it and accepts the new rent from the transferer, the landlord has the right to expel the reattack as an intruder (Kali Nath Chakravarty v. Upendra Chandra Chaudhry, 24 Calc., 212: 1 C W. N., 163; Samujan Rai v. Mahatan, 4 K.W.N., 493). See also Gwark Nath Misra vs. Flemish Chandra, (4 Calc:, 925) ; Sristidhar Biswas vs. Madana Sardar, (9 Calc., 648) ; Pratap Chandra Das V. Kamala Kanta Saha, (4 C. L. J., 13 n) ; and Harihar Muhurji v. Jadu Nath Ghosh (7 W. R., 114), the last mentioned case stated that a tenant entitled to reside could not create an interim period of ownership between him and zamindar. But if the tenant after the sale of his non-transferred holding, resides on the property and cultivates it for a while, and then goes to live elsewhere, the rent is paid in his name, there is no abandonment and the landlord can not re-enter (Mathura Mandal vs. Ganga Charan Gope, 33 Calc., 1219, Rampini J. dissent). Thus, according to the old law, simply the invalid transfer of an untrained holding does not give the zamindar the right to own the actual property if the rent is paid by a registered tenant or his heirs, not a stranger (Jai Krishna Muhurji v. Raj Krishna Muhurji, 5 W. R., 147). He also does not work forfeiture lease (Mount Chand Mostafi vs. Baroda Prasad Mostafi, 11 W. R., 94 : 13 B. L. R., 279 note; Saddai Parira vs. Baishtab Parira, 15 W. R., 261 : 12 B. L. R., 84 Note; Gwark Nath Misra vs. Canede Sirdar, 16 WR, 111). But when Raiyat sold his holding, gave up his possession and renounced all interests in it, his right to reside ceased and the landlord could expel the buyer (Ham Mohan Muhurji vs. Chintamani Rai, 2 W. R., Act X, 19; Harihar Muhurji vs. Jadu Nath Ghosh, 7 W. R., 114; Durga Soldari v. Brindaban Chandra Sarkar, 11 W.R., 162; Sukhodra vs. Smith vs. Smith vs. , 20 W.R., 139: 12 B.L.R., 82; Narendra Narain Rai vs. Ishan Chandra Sen, 22 W. R., 22 : 13 B. L. R., 274 ; Ram Chandra Rai vs. Bhola Nath Laskar, 22 V.R., 200). Thus, also, if the placement of raiyat is not authorized to transfer his holding creates a usufructuary mortgage of it,

the landlord has the right to expel him (Krishna Chandra Datta vs. Kishori, 10 C. W. N., 499: 3 C. L. J., 222; Rasik Lal Datta vs. Bidhu Mukki Papa, 33 Calc., 1094 : 4 C. L. J., 406: 10 C. W. N., 719 ; Rajendra Mukior vs. C. Kishjor, 12 C. W. W. W. N. , 878). The collateral part of the non-broadcast holding can file a lawsuit against the landlord and his morthagora for claiming that the lease order obtained by the former against the latter was fraudulent and compliant Narain Singh v. Ramdawn Singh, 12 C. W. N., clxxvi). But if the landlord buys such a holding in He will not be estopped off opposing the mortgage suit from raiyat (Asmatunnissa Khatun W. Harendra Lal Bisuas, 35 Calc., 904: 12 C. W. N., 721 : 8 C. L. J., 29). But in cases where the defendants 2 and 3 who had an unfeasible placement holding sold it to defendant No.1, and took under the lease agreement from the latter, it was held that the landlord was entitled to obtain a custody order against the defendant No. , 9 K.W.N., 379). This was followed by the case of Madar Mandal v. Krishna Chandra Mazumdar (33 Calc., 531 : 3 C. L. J., 343), which decided that simply selling the right of residence to a third party, despite the fact that the sellers remain under the occupation under the subar of the lease from the buyer, does not mean abandonment or the right of the landlord to expel the original tenants. See also Nadhu Mandal vs. Kartik Mandala, (9 C. W. N., 56). But when the district handed over the unprepared holding to a third party, took the sub-bar from his switch to the other side and refused to pay the rent to his landlord, as before, and when the dispossessed tried to return the property not under his former right as a paradise, but as his deputy moved, and stubbornly refused to pay the rent to his landlord, it was said that he had no right to restore ownership (Rajani , 7 C. L. J., 78 : 34 Calc. The landlord cannot sue his tenants for the lease of the holding and at the same time sue the zarpeshgidar at the same place on the same that peshgidar owns part of the same (Ramadas v. Thakurdas, 1 C. L. J., 136.) Representative.- It has been held, however, that the buyer of the non-performing employment holding is a representative of raiyat and can, as such, support the application for the sale of rent arrears in case of the landlord (Haradhan Rahit v. Gi Chandra Mukerjee , 13 C. N., 98 : 8 C. J., 327). But see Prasanna Kumar Middar vs. Bama Charan Maldal 9 C. L. J., 68 n. See also Representative 123 and 124. Based on the evidence.- When the plaintiff sued for the seizure, and it was challenged whether the land was agricultural, it was held that the defendant was responsible, (1), because the land is within the municipality, and, (2), because he was a tenant and sought an exemption (Sasha Bhusan Mukhurjee v. Sriram Samantha, 10 C. W. N., cclxviviii). Annual rent. Notice of termination of the lease.- To determine the annual lease notice must require the tenant to leave the end of the year of the lease (Hemangini Chaudhurani v. Srigobind Chaudhury, 6 C. W. N., 69 : 29 Calc., 203). Co-shareholder of landlords.-Co-shareholder tenant even in respect of his own share, or in a maintenance lawsuit for Has Mohiuddin W. Khairan, 8 8 V.N. 325). The limitation.- The statute of limitations for ejection under paragraph a) of this section is two years under Art. 32, S. I of the Restriction Act (Soman Gope v. Raghubar Ojha, 24 Calc., 160 : 1 C. W. N.223 ; Sarup Das v. Jageshwar Rai, 26 Calc., 564: 3 C. W. N., 464). The statute of limitations on a claim for exemption under paragraph (b) of this section is one year under Article 1, 3, and will be encoded to this Act. If the raiyat dies intestate regarding the right to engage, it must, subject to any custom on the contrary, go down in the same way as other real estate; provided that in any case, in accordance with the inheritance law to which the paradise is subject, his other property is transferred to the Crown, his right to reside is revoked. Extended to Orissa (not September 10, 1891). Heritability employment rights.- There can be no doubt now as the hiring of the right to residency. Cm. Note to the sec. 20, Subs (3) and Ananda Kumar Nascar vs. Das Khaldar, (27 Calc., 545: 4 C. W. N., 608). Previously, despite the provisions of the sec. 6 Act X of 1859 and Act VIII, B C., 1869, doubts were expressed by Peacock, C. J., regarding their inheritance (Ajudha Prasad v. Imanthandi Beginning:, 7 W. R., 528), and in one case it was decided that after the death of the occupier raiyat zamindar could allow the land he is glad of, and that the distant relationship of the deceased raiyat has no right to success (Jati Ramm 8 V.R., 60). There can be no partial acceptance or rejection of inheritance, and one of several heirs cannot take part only of the inheritance to the prejudices of the other heirs and creditors of the deceased. Acceptance partly has the effect of accepting the whole, and carries with it the same responsibility (Moazam Hassain vs. Bhauddin, 5 C. W. N., 189). The responsibility of the heirs of employment raiyats.-Under this law, it was established that since heirs raiyat, who may have died intestate, having the right to reside, succeed in holding it, and since raiyat is obliged to pay the rent if it is not surrendered in the order established by section 86, heirs are obliged to pay the rent, regardless of whether they hold the land or not. He will not have the right to occupy the land of such a tenant unless he has received from the heirs something that amounts to actual surrender, and if he himself has not acted in the manner established by section 87. Thus, the heirs of the deceased dying person, who have the right to reside, have the right to hold their posts until they have a direct or how the surrender can be assumed, as stated in the sec. 86, exempt from such liability, and if they did not give up or did not do something from which it can be assumed surrender under article 86. , are responsible for the lease. Not cultivating land is not necessarily tantamount to surrender (Peari Mohan Mukherji v. Kumaris Chandra Sarcar, 19 Calc., 790). However, the High Court of Allahabad in the case of Lekhraj Sing v. Rai Singh (14 All., 381) ruled that only the holding had agreed to own the house, which could be sued for rent arrears, which were accrued during the lifetime of the person from whom the right to reside had been transferred to him. In his decision on the case, Edge, CJ, noted: The person on whom the right to reside transfers is not required to accept the lease, but if he accepts it, he, in my opinion, should accept it depending on his burden, and one of these burdens is the legal responsibility to pay the rent that is in arrears. Knox, J., also noted that a person who excelled in the tenant's position can ask as a response to a debt claim that he is not the plaintiff's tenant and has never attorned to it. Rent arrears received for a Hindu widow are personal debts that can only be paid for the property she left behind, not against her husband's property, which has passed to the next heirs (Krishto Gobind Mezumdar v. Hem Chandra Chaudri, 16 Calc., 511). Btu they are the first charge of possession or holding on which they have accumulated and can be executed against him (sec. 65). Is it possible to veil the right of residence - neither in this section nor in any other part of the Act there is no provision similar to that contained in section 11 for permanent term of office, authorizing a will to live. From paragraph ((d) of section 178 (3) which stipulates that nothing in any contract between landlord and tenant after the adoption of this Act deprives the district of its right to conduct it in accordance with local use, it appears that the scope of the Act intended to regulate the matter under section 183. If the statement of the heirs of raiyat will be a dog on the same (Haridas Bairagi vs. Udo Chandra Das 12 C. W. N., 1086 : 8 C. L. J., 261). The failure of the heirs- On the denial of the employment rights of the heirs under this section is extinguished, in which respect they differ front tenures that in similar circumstances escheat to the crown. Cm. 17, page 79. Encumbrances-created raiyat died out after his death without heirs (Muktakeshi Dasi vs. Pulin Behari Singh 13 C. W. N. 12). The rights of residence, transferable by custom.-- This chapter does not contain provisions on the transfer or non-transfer of residence rights. This issue remains to be decided by custom. Sir Stuart Bailey, when moving that report to the Special Committee on Bengali Lease Bill should be passed attention on the subject now, the incidents tied to the right to accommodation will be seen to be the ones that we have made the most important changes in relation to one of these incidents - transfer. Instead of legalizing and regulating it by law, we left it everywhere to custom. This was done in accordance with section 183, which governs the entire Act to be custom, use and customary law, unless it complies with or expressly or with the necessary consequences revoked by its provisions. The application of the use of the transfer of residence rights is underlined by illustration r to section 183, which is that the use under which the paradise has the right to sell its holding without the landlord's consent is not consistent with the provisions of this law and is not a direct or necessary consequence, amended or repealed by the provisions of this law. This use, accordingly, wherever it exists, will not be affected by the Act. Furthermore, in accordance with paragraph () subsection (3), section 178 of this Act, it is stipulated that nothing contained in any contract concluded between the landlord and the tenant after the adoption of this Act takes away raiyat's right to transfer its right in accordance with local use. Accordingly, in Palakdaari Rai v. Manners, (23 Calc., 179), adopted under the Rent Act, and in which the defendants to whom certain stocks were transferred stated that they could be transferred by custom or use, was carried out with reference to this illustration that the transfer in accordance with the use was valid, even without the landlord's consent. In this case, watching their mercy of the Privy Council in Jagaamohan Ghosh vs. Nana Chand (7 Mako. I. A., 263) on the issue of mercantile use that mercantile use does not need antiquity, uniformity or notoriety of custom, and that is sufficient if it appears to be well known and agreed that it may reasonably suggest that the ingredient tacitly imported by the parties in their contract were mentioned, and it was said that in this case it was said that it should be kept in mind. that this applies to the use of a certain class of trade deals and contracts concluded during such a business. Therefore, when these principles are introduced in this case, which do not apply to contracts concluded between the parties to the trial but affect a third party, the landlord, will need to prove the existence of the use of his property, or that it was so widespread in the area that it can reasonably be assumed that it exists on that estate. In this case, it was also noted that, under Law X 1859 and Act VIII, British Columbia, 1869, the law residences were not passed on against the landlord's will to keep custom, and not just just It was pointed out that the courts had ruled that the custom of a country or locality alone granted the right to transfer such possessions without the landlord's consent. The sale of such holdings in the execution of the decree against such tenants was sometimes carried out. When they are conducted following the example of the landlord as the holder of the decree, the transfer is considered to be with his consent, but in cases where the sale is in the execution of third-party orders, the right to transfer without such consent is generally disputed. Ordinances under the law, which allowed or recognized that residency rights are transmitted by custom, will be found in Hart: Mohan Muhurji v. Lalan Mani Dasi, 1 W. R., 5; Jagat Chandra Rai vs. Rama Narain Bhattacharjee, 1 W. R., 126 ; Jai Krishna Mukherjee vs. Raj Krishna Muhurji, 1 W. R., 153; and Sriran Ram vs. Bissonnat Gosh, 3 W. R, Act X, 3. Decrees that residency rights cannot be pumped by custom can be found in Sriram Basu v. Bissonath Gnash, 3 W. R., Act X, 3; Ajudhaya Project v. Imambandi Bergam, 7 W. R., 528, (decision to complete the bench, overturning it in the case of Tara Mani Dasi v. Biressar Mazumdar, 1 WR, 86); Durga Sundari vs. Brindaban Chandra Sirkar, 11 W. R., 162: 2 B. L. R., App., 37 ; Nanku Ray vs. Mahabir Prosad, 11 W. R., 405 : 3 B. L. R., App., 35 ; Annapurna Dasi vs. Uma Charan Das, 18 W.R., 55; Snarcarpatti Turkurani vs. Saifullak Khan, 18 W.R., 507; Bull Singh vs. Murat Singh, 20 W. R., 478: 13 B. L. R., 284 note; Narendro Narain Rai W. Ishan Chandra Sen, 22 W.R., 22 : 13 B.L.R., 274. Their Lords of the Privy Council also recently decided that under the old renting law the right to reside cannot be transferred (Chandrabati Koer v. Harrington, 18 Calc., 349: L. R., 18 I. A., 27). Transfer in parts - But the existence of a custom in a particular area by which the right to reside in such an area may not be transferred will not justify the owner of such a right to reside in the sub-division of his tenure and transfer of various parts of it to various persons; and in the case of such transfer, zamindar has the right to treat persons transferred to the country as violators and expel them (Tirtan and Thakur v. Mati Lal Misra, 3 Calc, 774). Cm. note page 115, 116, 117 and notes to sec. 183 Proof of custom and use. Residence rights not re-washed by custom are not held at the sale of performance.- It is sometimes argued that, although there may be no custom or use under which residency rights can be re-pumped, they can still be made upon the sale of the execution, and that such transfers, although not valid against the landlord, will still be valid for the former tenant. However, this does not appear to be the law. in Kriep Nath Chaka v. Dial Chand Pal (22 W. R., 169) it was decided that the sale of the jot in the execution of the decree against Jotedar did not prove that it could be re-rolled, and not the buyer acquires the right to live through purchase, where the right does not depend on custom, but is a simple creation of a law on rent. Then, in the case of Dwarka Nath Misra v. Haris Chandra (4 Calc, 925), it was found that the right of residence acquired by the cultivating paradise under section 6 of the Bengal Law VIII of 1869 could not be transferred either by voluntary sale or gift, or by the execution of the decree, and that there was no reason to distinguish the voluntary sale from the sale in execution; for if a sale under a private contract is really going to pass it, then the sale in performance will equally pass it, and vice versa. The same was done in Hiram Ali vs. Gopi Nath Saha (24 Calc., 355 : 1 C. W. N., 396), which decided that in the absence of customs or local use, on the contrary, raiyati holding, in which raiyat has only the right to reside, is not sold in the case of residence raiyat or any creditor of it, except its owner, seeking to obtain satisfaction of his decree on rent arrears. See also Piri Mohan Muhurji V. Jati Kumar Muhurji (11 C. W. N., 83). In the subsequent case, Basarat Mandal v. Sabulla Mandal (2 C. W. N., cclxxix), in which Bhiram Ali v. Gopi Nath Saha was mentioned, it was decided that the issue of transfer was an issue that could be raised by the landlord but could not be legally raised by the violator, and it was said that the plaintiff in this case acquired the right of the tenant, regardless of its exact nature, he had market value and was capable of being a recognized landlord. Thus, the plaintiff is entitled to protection when carrying out his purchase against the whole world, except perhaps his landlord. See also Ambika Nath Acharji vs. Aditya Nath Maitra (6 C. W. N., 624) and Narain vs. Dinabandhu 9 K.L.J., 82n). But in Durga Charan Mandal v. Kali Prosana Sirkar (26 Cal., 727: 3 C. W. N., 586), Bhiram Ali v. Gopi Nath Saha, it was followed, and it was held (1) that the placement of the holding is not transferred by custom, and the interest of the court debtor in such a holding is not for sale in the execution of a lease decree obtained by the landlords; (2) that the debtor may cause such an objection, and (3) that confirmation of the sale is not the reason for making such an objection. See also Sitatat Chaturji vs. Almarmama Kar (4 C. W. N., 571). But in another case, the defendant owned an unseped holding, which was sold in execution of the order against him, and one K was the buyer; K handed over his interest and transfer sued for possession : considers that the defendant, having full knowledge of the executive proceedings and did not object to the sale, was not competent to resist the buyer after confirming the sale (Murulla v. Burullah, 9 C. W. N., 972). In the case of Majid Hussain Ragubara Chaudhry, (27 Calc., 187), 187), that in applying for an order on the execution of the cash order by investment and sale of the holding, the court debtor has the right, in accordance with. 244, C. P. C., to raise the question of whether the holding is sold by custom or use, and that the matter be determined by the court, executing the order. In the claim for the seizure of ownership of the Has plaintiff, who bought the house as part of the execution of the mortgage order, the defendant demanded under the lease agreement from the co-owner of the landlord, who also purchased the holding in the execution of the decree on his share in the rent: It was held that the issue of the transfer of the holding did not arise (Ayenuddin Nsya v. Srish Chandra Banurji, 11 K.V.N.). When the plaintiff acquired the holding with the consent of the landlord, the question of whether the holding can be transferred by custom or without the landlord's consent did not arise properly (Bibijan v. Kishori Mohan Bandopadhya, 11 C. W. N., clix). See also Gauhar Khalifa v. Kasimudin (4 K.V.N., 557) and Durga, Charan Agradani v Karamat Khan, (7 K.V.N., 607). Sale in the execution of a monetary decree on the placement of a holding, which is not subject to custom, valid and valid if the sale is made with the consent of the landlord (Ananda Das v. Ratnakar Panda, 7 C. W. N., 572), or if the landlord has entered into an agreement with the buyer, as soon as it can reasonably expect a change in the sale (Dwarka Nath Pal v. Tarini Sankar, 5 C. L. J., 289: 34 Calc., 199: 11 C. W. W. , 513). But when an unseployed holding is sold by a tenant of bondage, he has no right to invalidate the sale to them (Bhagirath Changa v. Hafizudin, 4 C. W. N., 679). The same is true of Mortgagor (Krishna Lal Saha vs. Bhairab Chandra, 2 C. L. J., 19n). A non-transferable holding cannot be sold under an executive order obtained by ijaradar of the shareholder for a share of the rent separately paid to him in order to transfer to the holding company (Sadagar Sarkar v. Krishna Chandra Nath, 3 C. W. N., 742; Yalip v. Ram Kumar De, 3 C. W. N., 747). Representative.- The question of whether the buyer of a part or the entire real estate holding is a representative of the court debtor in the sense of sec. 244 Civil Procedure Code, or person whose real estate was sold by the meaning of the sec. 310A and 311 Civil Procedure Code, has generated some conflict of opinion, and the matter is currently under consideration by the full bench. Cm. The appeal from order 455 of 1907 was transferred to the Full Bench on July 14, 1909. (Comparison - Srimati Nesa Bibi vs. Radhi Kisore Manicia, 11 C. W. N., 312; Biram Ali Sheh Sikdar vs. Gopicant Shah, 24 Calc., 355; Kuldip Singh vs. Gilanders, 26 Calc., 615 and Sadagar Sarkar vs. Christa Chandra Nath, 26 Calc., 937, at parties and in support of the negative, and on the other hand, in support of the affirmative see Bhagirat Changea against Sheikh Hafizuddin, 4 C. W. N., 679 ; Ambika Nath Acharya vs. Aditya Nath Maitra 6 C. W. N., 624; Ayenuddin Nasa vs. Grisch Chandra Banerjee 11 C. W. N., 76 ; Kavil Sardar vs. Chandra Nath Nag Chowdhury, 20 Calc., 590; Durga Placed Sen vs. Doula Gaze, 1 C. W. N., 160; Sheikh Gozaffer Hossain, Art. E. Dalglish, 1 C. W. N., 162; Umar Ali Mike vs. Munshi Basiruddin Ahmed, 7 C L. J., 282 ; Kunja Behari Mandal vs. Sambhu Charan Roy, 8 C. W. N., 232 ; Ransidhar vs. Kedar Nat, 1 C. W. N., 114; Asghar Ali Khan vs. Asabuddin Kazi, 9 C. W. N., 134 ; Haradhan Rahit vs. Grisch Chunder Mukherjee, 13 C. W. N., 98.) The rousable and proof of portability.- On the face, Claiming that it can be portable (Shankarpatti Thezkurani v. Saifullah Khan, 18 W. R., 507; Kirpamayi Debi vs. Durga Govind Sarkar, 15 Calc., 89; Madhu Sudan Sen vs. Kamini Kanta Sen, 9 C. W. N., 895 : 32 Calc., 1023). If the use of portability is established, it is necessary to prove its existence on the estate of the landowner or that it is so widespread in the area that it can reasonably be assumed that it exists on this estate (Palakdhari Rai v. Manners, 23 Calc., 179). To prove the custom or use of tolerability, it is not enough to show that such stocks are sold in a village or neighbouring villages. The essence of this use is that transfers made with knowledge but without the landlord's consent are valid and must be recognized by him (Piari Mahan Mukharji v. Jati Kumar Mukharji, 11 C. W. N., 83). The transfer of the holding cannot be justified by local use, which is still growing. Use was to mature in maturity (Ramhari Singh vs. Jabbar Ali, 6 C. W. N., 861). Recognition by the landlord of raiyat as a tenant of a part of the holding is not sufficient to prove the custom of transfer (Ganesh Das vs. Rant Pratab Singh, 5 C. W. N., clxxv). Where below the appeals court said: There is abundant evidence on the record to show that such land is actually sold in the area, and the bondage filed in this case uphold this fact : ruled that it is not tantamount to finding local use (Dinonat Ghosh v. Nobin Chandra Ghosh, 6 C. W N., 181). Transfer of residency rights in the transfer by custom, how to be carried out.- As already stated in the note to the sec. 3, south of the sec. (18), page 42, 43, the sale or transfer of tangible real estate can, according to the sec. 54 Of the Property Transfer Act, be exercised if the property is worth Rs. 100, and up, registered by the act of sale, or if worth less than Rs. 100, registered by the act of purchase or by surrendering the property. This will apply to the sale of placement holdings. No registration The transfer in the landlord's serishit must be made and no suit to obtain such registration is currently maintained (Ambika Prasad Chaudhri vs. Keshri Sahai, 24 Calc., 642). Provisions sec. The 12-16 Act applies only to permanent homeowners and raiyats with fixed rates, but according to the sec. 73 of this law, when the residence raiyat transfers it to the holding without the consent of its landlord, transfer and transfer jointly and somewhat responsibility to the landlord for the rent arrears accrual after transfer before the transfer notice is granted to the landlord. According to the old law, transfers of ordinary possessions of the district do not require registration in the landlord's serista (Tara Mani Dasi v. Bireshsar, Mazumdar, 1 W. R., 86; Haro Mohan Muhurji vs. Chintamoni Rai, 2 W. R., Act X, 19; Karu Lal Thakur v. Lahmipat Dugan 7 W.R., 15; Uma Charan Sett v. Prasad Misra, 10 W.R., 101; Jai Krishna Muhurd , 11 W. R., 348), and in the case of a transfer by custom, receiving rent from a distiller by a landlord with knowledge of the transfer puts an end to the transferer's connection with the holding (Abdul Aziz Khan v. Ahmed Ali, 14 Calc., 795). Receiving rent from the re-owned holding confirms the transfer.- It is obvious that the landlord's receipt of rent from the distillation of the holding, Untrained by custom, confirm the transfer (Nobo Kumar Ghosh v. Krishna Chandra Banurji, W. R., Sp. No., 1864, Act X, 112; Mrttanjay Sirkar v. Gopal Chandra Sarkar, 10 W.R., 466; Bharat Rai vs. Ganga Narain Mahapatra, 14 W. R., 211; Allender V. Dwarkanath Rai, 15 W. R., 320; Amin Baksh vs. Bhairo Mandala, 22 WR, 493; Hamid Ali Chowdhury vs. Asmat Ali, 11 C. W. N., clxviii). The same effect will be as a result of the landlord allowing, as rent paid by the collector as rent, to transfer it to credit (Ram Gobind Rai v. Dashubhuja Debi, 18 W. R., 195) ; and from the fact that he made the re-election of the party to the claim for rent and from the adoption of the decree against him together with others (Ram Kishor Acharji v, Krishna Mani Debi, 23 W. R., 106; Magomed Azmal v. Chandi Lal Pandey, 7 WR, 250). But in the case of Gaur Lal Sarkar v. Rameshar Bhumik (6 B. L. R., App., 92) it was said that simply receiving rent from a buyer from a tenant with a right of residence did not authorize the sale to the buyer in order to give him the right to live, since the miner may not have been fully aware of the transfer; and the payment of the rent marfatwary does not give the paradise name on marfalwar (Khudiram Chaturii vs. Ruhini Boishlobi, 15 W. R., 197; Kurani Dasi vs. Sajani Kant Sing, 12 C. W. N., 539); and when the rent is taken from the buyer as a sarbarahkar, the buyer is not recognized by the landlord in tenant (Rasomay (Rasomay - Srinath Myra, 7 C. W. N., 132; Deb Narain Dutt vs. Baidja Nath Napit, 13 C. W. N., cciii). Finally, in the case of Bhajohari Banik v. Aka Ghulam Ali (16 W. R., 97), it was noted that the buyer of the Rayatia property was obliged to communicate with zamindar and obtain his consent to transfer his term of office, and that without that, the gumashta's rent was not mandatory for the deputy. In cases where the landlord received the rent from the mortgagee and gave him receipts in which the payment for the rent was expressed as collateral, it was found that the landlord recognized the transfer and had no right to restore ownership of khas (Baroda Churn Dutt v. Hemlata Dasi, 13 C. W. N., 833). The question of whether the translator was accepted as a tenant is a matter of law (Deb Narain Dutt v. Baidya Nath Napit, 13 C. W. N., cciii). In sheo Charan v. Prabhu Dayal (1 C. W. N., 142) it was decided that, in terms of section 107 of the Property Transfer Act, it was made that a year-to-year lease could only be provided by a registered document, and that the mere acceptance of the rent by the real owner under the lease agreement could be provided only by a registered document. provided by the intruder, cannot bind the real owner. However, it appears that the lease in this case was granted for agricultural purposes (see section 117 of the Property Transfer Act). A landlord who buys an unfeasible holding, in the execution of a cash decree, after the holding was laid by a third party, can resist the claim of the collateral on the fact that the holding is not filed (Asmatunnissa Khatun v. Harendralal Biswas, 35 Calc., 904: 12 C. W. N., 721 : 8 C. L. J., 29). The surrender in the sub-air- Regulations on subarm of usable surrenders in the subyte will be found in the sec. 85. Under this section, any district may subayat, subject to certain restrictions, and under paragraph (e), subsection (3), section 178 of this Act, nothing contained in any contract concluded between the landlord and the tenant after the adoption of this Act, does not take away from him the right to sub- provisions of the act. Rent increases, presumption of fair and fair rent 27. The rent at the moment, paid from the residence-paradise, is considered fair and fair until proven otherwise. Extended to Orissa, (No. June 27, 1892). The provisions of this section are additional to the provisions of the sec. 24, which stipulates that he pays for his living at fair and fair rates. These two sections are based on the provisions of Section 5 of Act X of 1859 and Act VIII, British Columbia, 1869, under which the rate was previously raiyat, was, in his opinion, fair and fair until the lawsuit shows otherwise. Reverse. (See Ishar Ghosh vs. Hills, W. R, Sp. No. No, F.B., 148; Hills vs. Jendar Mandala 1 W. R., 3; Thakurani Dasi vs. Biseshara Muhurji, 3 WR, Act X, 29 : B.L.R., F.B., 202). Limit on raising cash rents 28. Where the residence pays rent in cash, its rent should not be increased, except as required by the Act. Higher rents should mean an increase in the same rent. The conversion of Naqdi into a bhaoli cannot be seen as a promotion (Hasan Cooli Khan vs. Nahdi Noa; 33 Calc., 200; Gauri Saran Mahto vs. Mohamed Latif Hussain, 4 C. L. J., 82 n). Rent production.-Rent production does not appear to be upgraded in accordance with the provisions of this under-led. The only section of this under chapter that applies to rent in the hitie seems to be section 27. The landlord can, however, always apply according to the sec. 40 to commute rents in naive in cash rent, and then the provisions of this under chapter will apply. Under the old law, this could also be done, and in a case brought for this purpose, it was paid that the fact that the paradise paid for hire for a number of years is not a reason for increase (Thakur Prasad v. Mahomed Bakir, 8 W. R., 170; Magomed Yacoub Hossein v Wahid Ali, 4 W. R. Act, 23). Rent increases under contract 29. The cash lease can be increased under the contract under the following conditions: (a) the contract must be in writing and registered; (b) Rents should not be increased in order to exceed by more than two annas per rupee rent previously paid by the district; (c) The rent set in the contract shall not be increased for fifteen years from the date of the contract (Comparison n.9. This restriction does not apply to an increase in the shareholder's rent under the contract: (i) Nothing in paragraph a) shall prevent the landlord from compensating the rent at the rate at which it is actually paid for a continuous period of at least three years immediately preceding the period for which the rent is claimed. (ii) Nothing in paragraph (b) applies to a contract under which the district obliges itself to pay increased rent, taking into account the improvements that have been or should have been made with respect to the holding or at the expense of its landlord, and for which raiyat has no other right; however, the increased rent set by such a contract is paid only if an improvement has been made and, except in cases where raiyat is charged with default on improvements, only as long as the improvement exists and substantially produces its intended effect on the holding. when the paradise has kept its land at a particularly low rent, taking into account the cultivation of a particular crop for the convenience of the landlord, the landlord, paragraph (b) would not allow the district to accept, given that he had been relieved of his obligation to grow the crop, to pay rent that he could consider fair and fair. Extended to Orissa, (No, June 27, 1892) This section applies only to an increase in the tent rate, not to an increase in the amount of rent due to the increase in the area (Satish Chandra Giri v. Kabiruddin Mallik, 26 Calc. 233; Nilmadhab Saha v Kadam Mandala, 3 C. L. J., 74 n). At the end of the preliminary settlement period, the plaintiff accepted a new settlement from the Government of some lands and contracted with the Government that he would not collect a higher rent than was recorded in the settlement documents: it is believed that the contract would not prevent him from charging the defendants higher rents by securing the performance of the contract that the latter had entered into with him. Section 9 Reg. VII of 1822 did not make such an agreement illegal (Gaur Chandra Saha v. Mani Mohan lien, 32 Calc., 463). When the additional rent is alleged to be that the defendant has converted arable land into grazing land, and that both contractually and customary arable land are required to pay more rent than grazing land, the claim is not one to increase the rent under the sec. 29 (Rameswar Singh vs. Kanchan Sahu, 1 C. L. J., 78 n). Item A. - A widow can sign a kahuliat on behalf of her underage son by agreeing to pay higher rent, while a son upon reaching adulthood and renting is bound by kabulyat (Watson Co vs. Sham Lall Mitra, 15 Calc., 8). The words of both parties giving force to the conditions of solehnamah does not mean the inclusion of solehnamah in the decree, and therefore the decree does not make any question mentioned in Solehnamak res juidicata or judicial evidence when it was not registered (Alitrans Saha v. Nidan Mandal, 10 C. W. N., liv). Paragraph b.--Contract, which contravenes the provisions of this provision, the provision is completely invalid. It's not divided, so the decree to increase rents to the extent permitted by law, can not be given (Krishna Dhan Ghosh v. Brojo Gobinda Rai, 24 Calc., 895: 1 C. W. N., 442 Probat Chandra Gangopadhya v. Chirag Ali, 33 Calc., 607; Manindra Chandra Nandy vs. Uppendra Chandra Hazra, 9 C. L. J., 343). But the agreement, embodied in kabulyat, to pay a certain amount of rent and which were concluded raiyat not as an agreement to increase the rent, but as a settlement of the dispute over the nature and nature of the existing rent, in order to avoid further litigation, is not an agreement for an increase in the meaning of this provision (Sheo Sahai Pandey v. Ram Rahia Rai, 18 Calc. 333 ; Nath Singh vs. Damri Singh , 28 Calc. 90. See also Madhu Nabhgu vs. Neil Moni Singh, 18 R., 533). But under Section 109 B (2) and s. 147 A (3), added to Act I, B. C., 1907, year, any agreement or compromise made to resolve the rent dispute is submitted to the tax officer or the court, the tax officer or the Court to determine whether such an agreement or compromise is an increase in rent in this way or to a certain extent is not permitted from. 29 in the event of a contract to record evidence of the rent that was legally paid just before the period. which the dispute has arisen. And under 109 B (1) and s. 147 A (2) The Income Officer or the Court is not entitled to give force to any agreement or compromise, the terms of which, if they were embodied in the contract, cannot be enforced under the Act. , aside from where Act I, British Columbia, 1907 is in force. Paragraph (b) is not retrospective and does not apply to the Caboolture executed prior to the enactment of this Act (Tejendra Narain Singh v. Bakai Singh, 22 Calc., 658). It was also held in the last case cited by Prinsep and Ghosh, JJ, (Rampini, J., dissenting) that the provision in kabulyat was implemented in 1881, that after seven years the new lease would be fulfilled, and that if raiyat cultivated the land without performing a new lease, he would pay rent of 4 rs. for the bigha (the rate is much higher than set for the term of seven years) was a punishment and can not be enforced. Under an oral agreement at the end of the year, the tenant agreed to pay the rent increase, and he paid the rent at that rate until later in 1893 he complied with the registered Kabulyat, in which he agreed to pay a further increase in rent, which was more than two annas in rupees. The landlord then sued kabulyat for the lease agreed to this, and it was held (1) that since the rent increase mentioned in the 29th of the Bengal Lease Act refers to an increase after the adoption of the law, if in this case the increase that was made in 1885 was before the Act came into force, it would not prohibit the increase for fifteen years from the date of its as provided by cl. (31 of s. 29. But if said the increase was made after the law came into force, it also would not prohibit the subsequent increase for fifteen years from its date, as the previous contract was only oral, and is not effective and binding for the defendant : (2), that given cl (b) c. 29, as the increase was more than two anna in rupees , the registered kabulyat was bad in the law, if the rent then agreed to be paid was increased rent. Kabulyat was also bad in the law if rents agreed to be paid was partially increased and rent partially increased Mohun Lahiri Lahiri Mati Sarkar, 25 cal., 781). Similarly, Kabuliat consolidation of three several jamas found on the dimension to contain more land than what was mentioned in the original kabulyat (Ajuhtinnessa Bibi vs. Hakim Biswas, 13 C. W. N., cciii). When renting is in nature a usufructuary mortgage, no right to reside can be accrued by holding under such a lease. Thus, b. (b) sec. 29 does not expose demands for rent increases (Mohan Lal Dobey vs. Radhay Coer, 7 C. W. N., ccxv). Kahulyate, performed raiyat employment at an increased rate of more than two annas in rupees, although performed in view of avoiding strict conditions in the previous lease, is invalid (Probat Chandra Gangbadhya v. Chirag Ali, 33 Calc., 607 : 11 C. W. N., 62 : 4 C L J., 320). Onus.-Based evidence that kabulyat contradicts the provisions of the sec. 29 (b) on Tenant (Luchmi Pershad vs. Ekdeswar Singh, 13 C. W. N., 181). But when shown that the tenant of the defendant's previous rent rests on the plaintiff's land authority to justify the increase claimed in violation of the provisions of the paragraph (b) of this section (Manindra Chandra Nandi v. Uppendra Chanara Harza, 9 C. L. J., 343). Provisions (1). The effect of the three-year lease payment.- In the case of Malhur Mohun Lahiri v. Sarkar (25 Calc., 781), it was further stated that in terms of reservation (i) p. 29 and provisions s. 27, the plaintiff, in any case, (i.e. waiver of Kabul) would have the right to collect the rent at the rate paid by the defendant for more than three years. When raiyat agreed on behalf of himself and his colleagues to pay increased rent, and increased rents paid over four years, it was decided that it could be assumed that the co-shareholders agreed to the agreement and the holding would be liable for the lease, and the co-share would be liable for raiyat, who made arrangements to pay increased rent for any payment made under it (Barkanudin Howladar v. , 8 C. L. R., 514 But subsequently it was decided to complete the bench in Bepin Behari v. Kristodhone, (9 C. W. N., 265 : 1 C. L. J., 10 : 32 Calc., 395) that the reservation (1) to s. 29 does not control paragraph (b) of this section. Thus, the landlord of The Raidata cannot reimburse the rent at the rate at which it is paid for a continuous period of at least three years immediately before the period during which the rent is claimed, if such a rate exceeds more than two annas per rupee rent previously paid by raiyat. The case of Mathur Mohan Lahiri v. Mati Sirkar, deciding that it had decided otherwise, was wrongly decided. The bet stipulated by the reservation (1) is not the average bet (Bepin Behari Mandal v. Krishna Ghosh, 32 Calc., 395 : 9 C. W. N., 295 : 1 C. L. J., 10 ; Asraf vs. Sarada Prasad Rai, 10 C. W. N., civ). The rule will be be that save through the landlord's improvement or exemption from the obligation to grow a special crop, the money of the rental residence raiyat can not be increased by the contract between raiyat and his owner more than two annas in rupees, or more often than once every fifteen years. A higher or more frequent increase can only be obtained in a suit. See also Ram Tarun Chatturji vs. Asmatullah, (5 C. W. N., ccxxiv). Where tenants after the mortgage of their land agree to pay, and within two or three years to pay, increased rent for their landlord, who is not aware of the mortgage, and the property is subsequently sold in the performance of the mortgage debt, the zamindar is entitled to restore the increased rent from tenants or from the party that has succeeded in their rights and interests (Mitrajit Singh v. Rajandra Raidra 15 W.R., 448). Provisions (ii). To justify the rise in violation of cl. (b) sec. 29, evidence regarding the improvement carried out by the landlord and the fact that the increase was decided to be paid in view of such an improvement is permissible (Probat Chandra Gangapadhya v. Chirag Ali, 33 Calc., 607: 9 C. W. N., 62 : 4 C. L. J., 320.) Provisions (iii). Agreement on the payment of increased rent in case the tenant raises a specific crop is not protected by a reservation (iii) up to a sec. 29 (Probat Chandra Gangapadhya vs. Chirag Ali, 33 Calc., 607: 9 C. W. N., 62 : 4 C L. J., 320.) When the Caboolture are executed for increased rents due to increased property area, but not for higher rates, sec. 29 has no application (Neil Madhub Saha v. Kadam Mandala, C. L. J., 74 n.) Raising the rent on the lawsuit 30. The landlord of the holding, held on cash rent under the provisions of this act, may sue for rent increases on one or more of the following grounds (namely): (namely): (a) that the rent rate paid by raiyat is lower than the prevailing rate paid by the occupancy rates for land of a similar description and with similar advantages in the same village, and that there is insufficient justification for holding it at such a low rate; (b) that the current rent currency has now experienced an increase in the average local prices for basic food crops; (c) that the production authority of the land on which the paradise is located has been increased by the improvement that is made by the landlord or at the expense of it during the currency of the current rent; (d) that the production powers of the land on which the paradise is located have been increased as a result of fluid actions. Extended to Orissa, (No. June 27, 1892). The words in brackets in paragraph (a) were included in the Bengal Lease (Amendment) Act, III, British Columbia, 1898, which was extended Orissa on No., November 5, 1898. The claim for rent increase under this section may be referred to arbitration (Ganga Charan Rai v. Sasti Mandal, 6 C. W. N., 614) and a claim for rent increases per sec. 52 can be properly combined in a ladies' suit (Sarada Charan Chatterjee v. Iswar Samli, 11 C. W. N., 1154). Clause (a). Prevailing rate.- Determining the expression of the prevailing rate can currently be found in section 31 A, subsection (1) introduced in the Rent Act under the Amendment Act 1898, which stipulates that in any area or part of the area to which this subsection is distributed by the local government by notification to Calcutta Gazette, whenever the prevailing indicator for any class of land must be established in accordance with section 30 , paragraph (a) when considering the rates at which land of a similar description and with similar advantages are within any village or village, the highest of such rates, at which and at rates higher than most of these lands, can be accepted as the prevailing rate. As for the amendments made to this section and to the sec. 31 of this Act amendments act of 1898, the Object and Reasons Of the Bill amending the Act states: The third object of this bill is to amend the main provisions of the law concerning rent increases in order to make them work at certain points on which they are now practically not working. In lawsuits and proceedings to raise rents on the basis of the prevailing rate, civil courts and income officers are required to continue their requests and comparison rates in the same village, and the definition of what is the prevailing rate is so vague that in practice it is almost impossible to raise rents (in this area. , or may consist of scattered blocks. This does not necessarily provide a proper comparison standard. As for the meaning of the prevailing rate term, there was only one High Court decision that dealt with the issue, and it stated that the prevailing rate was not the average rate, but did not explain what it was. Special judges generally consider that the prevailing rate is a flat rate paid by most districtists for land of the same class in the village. This was an interpretation usually put on the term piercing course under Law X of 1859. As it stands, the wording of article 30 of the Act is to give grounds for improvement that cannot be worked out. It is proposed to increase the area somewhat, while the determine what is meant by the prevailing speed. Whatever objections there might he on this ground increase in general, it is universally recognized that who lands the land held on it by pepper leases on the grounds of fraud or collusion between the amla owner and raiyats, they are not another reason on which zamindar can get a raise tip at a reasonable rate, except that of the prevailing rate, and in such simplicity it is simply that this basis of the increase must be, made workable, the intention of the amendments proposed in sections 30 and 31 of the Act, and of the new sections 31 A and 31 B to pronounce this object without jeopardizing the interests of tenants, making the average rate the prevailing rate, thereby making it possible to level the ever-lower rates to such an average rate, while maintaining ever higher rates, no matter how much they exceed the average rate. Since the prevailing rate would always be found where rates existed under the current definition,

the new definition would greatly increase rents, and since rents were already known to be too high in some areas, the Government had the right to withhold the new definition from any area or part of the district. In order to protect against all bets levelled to the maximum rate by manipulating the new prevailing rates from time to time, section 31 B stipulates that the set rate is not subject to an increase, except when it is based on price increases. The case referred to in the aforementioned excerpt appears to refer to the case of Shital Mandal v. Prasanna Mayi Debi, (21 Calc., 986), which states that the words prevailing course in paragraph a, section 30 appear to be used in the sense in which they are used in previous cases under Act X of 1859, and mean that the rate is actually paid and means that the rate is actually paid and means that the rate is actually paid and means that the rate is actually paid and means that the rate is actually paid and means that the rate is actually paid and that the rate is actually paid and means that the rate is actually paid and means that the rate is actually paid and means that the rate is actually paid and means that the rate is actually paid and that the rate is actually paid and that the rate is actually paid and that the rate is actually paid and means that the rate is actually paid and means that the rate is actually paid and means that the rate is actually paid and that the rate is actually paid and means that the rate is actually paid and that the rate is actually paid and means that the rate is actually paid and means that the rate is actually paid and means that the rate is actually paid and that the rate is actually paid and means that the rate is actually paid and means that the rate is actually paid and means that the rate is actually paid and means that the rate is actually paid and means that the rate is actually paid and means that the rate is actually paid and means that the rate is actually paid and means that the rate is actually paid and means that the rate is actually paid and that the rather than the average rate. Since the prevailing rate definition, given in section 31 A (1), will apply only in districts to which the local government may extend the provisions of this subsignit, the rulings in Shial Mandala v. Prasanne Maya Deby and other cases on this issue will be important in claims arising in areas where they have not been extended. In another case, according to paragraph a', section 30, where it was found that there was no single prevailing rate, and that raiyats, keeping land in a village of a similar description and with similar benefits paid rent at different rates, it was found that the lowest rate can be accepted and the rent of the defendants can be raised to this rate (Alif Khan v. Raghunath Tewari 1 K.N. , 310). When different types of land existed, and most tenants kept on land similar to the defendant's land paid a higher rate, this higher held as the prevailing bet (Mangni Rai v. Seo Charan Munder, 1 C. W. N., clxxix). In one case, taken under a former law, Dina Ghazi v. Mohini Mohini Diaz, W. R., 157) found that if the overall prevailing rate cannot be found, the currency of different rates is so nearly equal to make it impossible to say which is the prevailing rate, the average value of the different rates flowing in the village can be accepted and treated as the prevailing rate. But that's the case in itself. In the case of Samir Khatun v. Gopal Lala Tagore (1 W.R., 58), Reshan Bibi vs. Chandra Madhab Rai, (16 W.R., 177) and Oud Bibari Singh vs. Dost Magomed, (22 W. R., 185), it was bluntly stated that taking the average bet from different bets was not the right way of fixing the proper speed, and in Sadhu Singh vs. Raanumral, (9 W. R., 83), the words prevailing course were held meaning that rate is generally common, or a rate paid by most raiyats in the village. In Dhunraj Kunwar v. Uggar Narain Kunwar (15 W. R., 2) they are said to mean that a rate paid by so many of the same class of tenants for similar land would justify that the rate was the prevailing rate. It was then noted that a decision should be made on how the rate prevails and a fair rate decree should not be adopted (Pelaram Kotal v. Nund Kumar Chattoram, 6 W. R., Act X, 45). This should not be the prevailing figure; it may be a lower rate (Shark Ghazi vs. Ainuddin, 5 C. L. R., 41). Patwarian and (drama should not be taken into account when searching for what is the prevailing course (Barma Chaudhry vs. Srinan Singh, 12 W. R., 29). The fact of a specific rental rate that has been set for two residents who are not eligible for residence is not sufficient to show that the rate is so set in the area (Sarahatunnissa v. Gyani Baktaur, 11 W. R., 142). that if the rent of neighbouring tenants is adjusted, they will arrive at the stated rates (Brindaban De v. Bisona Bidi, 13 W. R., 107). But the testimonies of the three patwaris that put in their jamabandis, showing the rates paid by almost all raiyats, i.e. the majority, was held enough to prove the prevailing figure (Priag Lal vs. Brockman, 13 W. R., 346). Clause (a). Land a similar description.- In one case, Tikaram Singh v. Sandes, (22 W. R., 335), in which, although the plaintiff did not testify about the amount of rent paid by tenants of the same class, holding land of exactly the same quality and adjacent to those occupied by the defendant, but he testified about such lands, so employed of somewhat better quality than those occupied by the defendant , and the rate of rent allowed to be as, in the opinion, there was a slight difference in the quality of the land, it was right to award in accordance with the spirit of the law on rent, held that's it is reasonable and is therefore confirmed. However, the principles produced in this case are hardly a good law. Clause (a). Sufficient reason to hold at a low rate.-Sufficient reasons for raiyats holding at exceptionally low rates, it appears to be that they keep the land on reclamation or jangalburi lease, or reclaimed land (see Noor Magomed v Prasanno Rai, W. R., Sp. No. No, 1864, Act X, 75; Chaudhry Khan v. Gaur Jan, 2 W. R., Act X, 40 ; Parmananda Sena vs. Padamany Daziacia , 9 W. 14., 349; Debi vs. Ghulam Ali, 19 W.R., 141; Haro Prasad Rai vs. Janmajay Bairagi, 9 Calc., 505 : 12 C. L. R., 251), or that they belong to the classes of raiyats, stored land at favorable rental rates in accordance with local custom (see sec. 31, item (c)). Clause (b). Price increases.- Under the old law (sec. 17, paragraph (2), Act X of 1859 and Sec. 18, paragraph (3) of Act VIII BC, 1869, the rent of the district can be increased on the basis of the increase in the cost of production. It was hard to prove : see Haro Prasad Rai vs. Umalara Debi, (7 Calc., 263). The future will be easy, according to the provisions of the sec. 39, which prescribe the preparation of a list of market prices for basic food crops, establish the right to increase based on the use in prices, which should be the increase in the price of food crops, and will not depend on the value of a particular crop grown raiyatyat , which, if exported, can fluctuate with fluctuations in foreign markets. Items (c) and (d). Increase the production authority of the land.- The old law allowed to raise rents on that production authority of the land, otherwise than the agency and at the expense of raiyat. This ground increase is being divided into two, visas, landlord improvements and fluvial, actions that in themselves, in the opinion of the front parties of the law, can lead to an increase in the production authority of the land in order to justify the increase in rents. All other cases, said Sir Steuart Bayley, seem to resolve themselves in cases such as railways or canals in which the landlord will receive his increase by raising prices, or in improvements that result in the government or raiyat (choice from documents related to the Bengal Rent Act, 1886, p. 415). Increase in the area.- Under the old law, the rent of the district can also be increased on the conditions of increasing the area of land, which is tormented by the hint. This, in fact, is not a reason for the increase, and is therefore considered separately in section 52. No increase notices are required. - As already stated in the note to s. 6, p. 58, the notification of the increase is completely unnecessary. Who can be delivered a suit for promotion. - In terms of the provisions of the sec. 188 law, a claim for rent increases The grounds specified in this section must be given by all landlords and may not act in the case of some only fractional co-shareholders (Gopala Chandra Das v. Umes Naraina Chaudhry, 17 Calc., 695; Baydia Nath de Sarkar v. Ilim, 2 K.V.N. 44 : 25 Calc., 917). Cm. note to sec. 188. Sec. 30 Of the Act does not apply to the increase in rent for the inseparable share of the holding (Horibot Brahma v. Tasimudin Mandal, 2 C. W. N, 680). The costume for the enhancement can be presented by the farmer (Durga Charan Chaturji v Golak Chandra Riswas, 23 W. R., 228) ; ijaradar when there are no conditions in his lease, excluding him from this (Durga Prasad Mahanti vs. Jainarain Ilazra, 2 Calc., 474) ; and a Hindu widow, whether she sued as the widow of her deceased husband or guardian of her minor son (Surja Kant Acharji v. Gemanta Kumari, 20 Calc., 498: L. R., 25 I. A., 25). The time from which the increase takes effect.- According to the provisions of the sec. 154, an order to increase if it is adopted in a lawsuit introduced in the first eight months of the agricultural year, usually takes effect from the beginning of the next agricultural year; if it has been accepted in a claim brought during the last four months of the agricultural year, it usually takes effect from the beginning of next year, but a later date may, for special reasons, be set by the Court. Arbitration.- In a lawsuit to increase rents per sec. 30 case was referred to arbitration. It was decided that the arbitrator had jurisdiction to settle fair and fair rents because the parties stated that they would be bound by what the arbitrator decided (Ganga Charan Rai v. Sasti Mandal, 6 C. W. N., 614). Legal costs.-Under sec. 6, sub-sec. 11 Of Act VII of 1870 in a lawsuit to increase the rent of raiyat entitled to residence, the amount of the fee paid must be calculated depending on the amount of rent for the land to which the claim refers, paid a year before the date of the plain's submission. Rules like to raise based on the prevailing speed of 31. Where the increase is claimed to be that the rent rate is paid below the prevailing rate - (a) in determining what the prevailing rate the Court should have in respect of rates is usually paid for at least three years prior to the establishment of the claim, and should not order an increase if there is a significant difference between the rate paid by the raiyat and the prevailing rate found by the Court; (b) If, in the Court's view, the prevailing rate of rent cannot be satisfactorily established without a local investigation, the court may direct the local investigation to be conducted in accordance with Chapter XXV (Law O.XX VI V 1908) of the Civil Procedure Code by an income officer such as the local which may allow the rule on this behalf under article 392 (O.XXVI r. 9). 9. 9. V of 1908) of the Code: (c) in determining under this section the rate of rent paid by the raiyat of his caste should not be taken into account unless proven that the local custom of caste is taken into account in determining the rate; and whenever it is established that, according to local customs, any description of the paradises contains land at favorable rental rates, the rate is determined in accordance with this custom; (d) The prevailing rental rate does not take into account the amount of any increase allowed in connection with the landlord's improvement; (e) If a favourable rate has been determined in accordance with paragraph (c) for any description of raiyats, such a rate may, if the Court considers the, be left un consideration when setting the prevailing rate; (f) If the holding is in a lump sum lease, the definition of rent can be taken by establishing different classes of land that are part of the holding and applying to the area of each class the prevailing rate paid for this class in the village or neighbouring villages. Extended to Orissa, (No., January 27, 1892). Provisions (e) and (f) of this section were added to the Amendment Act III, British Columbia, 1898, which was extended to Orissa (No. 5 November 1898). Clause (b). Notification of the government's rank of Commissioner. - in Kolkata of 22 July 1890, Part I, page 756, published the following notice referring to the provisions of cl. (b) This section: In a change to the Government notice of 4 November 1885, the Vice-Governor was pleased to do, in accordance with see 392 Act XIV of 1882, following revised rules for persons to whom commissions are required to be issued under the Bengal Lease Act. Whenever, according to the sec. 31 (b) and 158 (2) of the Bengal Lease Act, the court directs that a local investigation it conducted under Section 2 of Article XXV (O. XXVI Act V 1908) of the Civil Code. The commission is issued to such a person without being below the rank of deputy collector, as the district collector may from time to time choose for this purpose.- The Court issues an order to the collector requiring him to appoint a person as above for investigation, and the commission issues his appointed person. Clause (b). The Tax Council's instructions on local requests.- The Revenue Council, in its August 1894 circular No. 4, indicates that the person to whom the commission is issued is obliged, in accordance with the Civil Procedure Code, to make local inquiries himself. He can entertain a reasonable staff of chain and audits to allow him to do the job properly. No expense should be incurred to meet the costs of a local investigation, other than what is actually permitted by the Extradition Court Commission, in accordance with Rule 30 (1) on General rules and circular orders of the High Court, revised in 1891. If the likely costs were calculated in terms of the time that could be taken by the commission and the Commissioner felt that the time was insufficient, he should inform the party on whose instance the commission had been issued and report it to the court. Then, if the amount required to cover the cost of such an additional period, which may be required to complete the execution, the commission is not deposited to the court by the party and the commissioner certified by such a deposit, it must suspend the investigation at the end of the original period until further instructions from the Court. The commission's expenses usually fall under the following managers: (1) Commissioner's Remuneration. (2) His travels and termination of benefits. (3) Fees for a temporary subordinate institution that can be used. (4) Random accusations that may be inevitable. The first will be calculated on the basis of the actual salary received by the person to whom the commission is issued. The second will be governed by a scale set for government officials of the class to which the commissioner belongs, unless the Court, for exceptional reasons, orders a surcharge greater than the above. The third and fourth will be transferred to the powers of interested officials on income, but in no case should they take on proportions in order to exceed, combined with charges under the heads (1) and (2), the amount actually allowed by the Court. The Revenue Board in its circular No. 7 of April 7, 1899 says: Words from time to time, in the notice, above quoted (i.e. the government's notice) give the collector the opportunity to change his candidacy if in mild illness, transmission, urgent press work, or other good reasons, his original candidate cannot make a request. Paragraph c.- The provisions of this provision are based and are almost identical to those of section 20 of the Northwest Provinces Rental Act (XI I of 1881). The custom in question should be a local, not a family custom. (N. W. Provincial Lease Act, p. 34). What can be taken in some areas to be the prevailing rate is No. 31A. (1) In any area or part of the district to which this subsection is distributed by the local government by notifying the poor Calcutta Gazette, whenever the prevailing rate for any class of land must be set under Article 30, paragraph (a), by examining the rates at which land is similarly described and with similar advantages held in any village or village. , the highest of such rates, at which and at rates higher than most of these lands, can be taken in being Course. (a) The tariffs at which land lands a similar description and with similar advantages is held in the village as to follow: - Then, Rs. 2-4 is not the prevailing course, because only 150 bighas, or less than half, are held in that speed. Rs. 2 is not the prevailing rate because 250 bighas, or less than half, are held at this or higher rate. Re. 1-12 is the prevailing rate because 400 bighas, or more than half, are held either at this or higher rate, and this is the highest rate at which, and at rates higher than that, more than half of the land is located. (b) The bets on which the land of a similar description and with similar advantages is held in the village are: - Then, for reasons given in the illustration (a), neither Rs. 2, nor Re. 1-12 is not the prevailing course, nor is Re. 14 prevailing course, because only 350 bighas (exactly half) are held on Re. 1-8 or at rates higher than Re. 1-8. In this case, re. 1-4 is the prevailing tariff, as more than half of the land is in detention at Re rates. 1-4 or higher, and this is the highest rate at which or at rates higher than this, more than half of the land is located. (2) The local government may, in the same notice, withdraw subsection (1) to any area or part of the area to which it was distributed, as mentioned above. Extends to Orissa (November 5, 1898) and the Tipper District (no, No. 1470, T.R., September 1, 1900) Section 31A. - This is a new section amended in Act III, B.C., 1898. It rejects for the first time the principle set out in the High Court's rulings (see note, page 134, 135) that the prevailing rate is paid by the majority of the village's districts and stipulates that the highest rate at which and at rates higher than most of the land of any district can be taken in the prevailing. This is a new departure in two respects, in particular (1) that the prevailing rate is being determined not by reference to the number of raiyats to pay rent, but by reference to the amount of land for which the rent is paid ; and (2) that it allows the highest of bets in the ascending scale of rates at which both rates are higher than most of the land of a similar description and with similar advantages in the same village or in neighboring villages held, which should be taken as the prevailing bet; so that over time, smaller bets can be raised to this bet. However, the subsal provisions (1) will apply only in districts to which local government may devote appropriately to extending them. Cm. Note, page 133, 134. Limit on the prevailing rate of 31B. If the prevailing rate was once determined by an income officer in with Chapter X or the Civil Court on any claim under this Act, it is not subject to local savings and to the extent that it is listed in the 30, paragraph (b) and Section 32. It is extended to Orissa (November 5, 1898). Section 31 B. - This section was also introduced into the Amendment Act of 1898. In a statement, Objects and Reasons stated: In order to protect against all bets levelled to the maximum rate by manipulating the new prevailing rates from time to time, section 318 stipulates that the established rate is not subject to an increase, except in cases of price increases. The section applies only to raising the prevailing rate when such a rate was once determined. This does not appear to prevent the rent of a particular holding to be raised on any of the other grounds specified in section 30 of the Act, i.e. landlord improvements or fluid actions. Where such grounds apply to a particular holding company, its rents may be increased even though the rent has been set with reference to the prevailing rate. Rules for raising on the basis of price increases 32. Where the increase is based on price increases, (a) The Court compares the average prices for the ten years immediately preceding the claim. with average prices for another ten-year period, as it may seem fair and practically acceptable to compare; (b) Increased rents should carry the same share as average prices to the previous rent (the last ten-year loan carries in average prices for the previous ten-year period, accepted for comparison purposes: provided that, in calculating this share, average prices for a longer period will be reduced by one third of their excess compared to the average prices during the previous period; (c) if, in the calculation of this share, average prices for a longer period will be reduced by one third of their excess compared to the average prices during the previous period; (c) if, in the calculation of this share, average prices for a longer period will be reduced by one third of their excess compared to the average prices during the previous period; (c) if, in the calculation of this share, average prices for a longer period will be reduced by one third of their excess compared to the average prices during the previous period; (c) if, in the calculation of this share, the average prices for a longer period will be reduced by one third of their excess compared to the average price during the previous period; (c) if, in the calculation of this share, average prices will be reduced by one third of their excess compared to the average price during the previous period; (in the Court's view, it was not practically recommended to take the ten-term periods set out in paragraph a), then the Court could choose to replace any shorter time frame for doing so. Extended to Orissa (No. 27 June 1892). Paragraph a. - Section 39 provides for the preparation of price lists so that the provisions of the provision can be put into effect. Paragraph b. - The rule of measure enshrined in this paragraph is that set out by the judges in Thakurani Dasi v. Biseshar Muhurji (B. L. R., F. B., 202: 3 W. R., Act X, 29). The deduction prescribed in the reservation is to increase the cost of production. The Special Committee on the Bill on this issue said: We have recognized the difficulties of the courts' decision to establish the actual cost of production, and as it was necessary to correct the arbitrary limit, we fixed the deduction by one third as a general rule (Choice from the documents relating to the Bengal Lease Act, 1835, p. 334). Rules like to raise based on landlord improvement 33. (1) Where the increase Improvement: (a) The Court does not provide improvements if improvements have not been recorded under the Act; (b) In determining the amount of increase that the Court should consider - (i) an increase in land production authority caused, or probably caused by improvement, (ii) the cost of improvement, (iii) the value of cultivation required for the use of improvement, and (iv) existing rents and the ability of the land to carry higher rents. (2) The ordinance under this section, on the application of the tenant, or his successor in the interest, are subject to re-examination in the event of improvement not to produce or cease to produce an estimated effect. Extended to Orissa (No., June 27, No.892). Improvements are addressed in sections 76-83. The rent for raiyat accommodation may also be increased under article 29 through a private contract between the landlord and raiyat in connection with the improvement made by the landlord; however, the increased rent set by the contract is paid only in accordance with the restrictions set out in the reservation (ii) to section 29. Rules like an increase based on increased production powers due to the fluvial action of 34. Where, on the basis of increased production authority due to their fluvial actions, the court does not take into account any increase that is only temporary or accidental; (b) The Court may increase the rent to what it may consider fair and fair, but not to provide the landlord with more than half the value of the net increase in the value of the land. Extended to Orissa (No. 27 June 1892). The rule set out in paragraph (a) follows the High Court's decisions under the old law in Krishna Mohan Patro v. Sankara Muhurji (7 W. R., 235) and Abdul Ghani v.. Bhatu, (22 W.R., 350). Improvement on the lawsuit to be fair and fair 35. In spite of everything in the above sections, the Court does not in any way decide on any improvement which, in the circumstances of the case, is unfair or unfair. Extended to Orissa (No. 27 June 1892). Power to order a progressive raise of 36. If the Court, in making a decision on improvement, considers that the immediate enforcement of the decree in full will be present with difficulties for raiyat, it can file in means that the increase should be gradual; which means that rents increase annually on degrees for any number of years not exceeding five years, until the limit of the announced increase is reached. Extended to Orissa (not June 27, 1892). Restriction of the right to bring consecutive promotion suits 37. (1) Lawsuit filed against the raising of the holding's rent on that level of rent paid prevailing rate, or on the basis of price increases, should not in the following year preceding its establishment, the lease of the holding was increased by a contract made after the second day of March 1883, or if, during the aforementioned period, the rent was replaced under article 40, or in accordance with the Act or any order overturned by the Act, which increases rents on any of the aforementioned grounds or on any basis that is appropriate or rejected the claim on the merits. Failure in a previous lawsuit for additional lease of additional land, not bar a similar lawsuit for fifteen years, Mocharya Radhakisore Manikya v. Umedali, (12 K.V.N., 904). (2) Nothing in this section touches on section 373 of the Civil Code (O.XXIII. r. 1, Act V of 1908). Extended to Orissa (no, June 27, 1892). Subsal (1).-March 2, 1883, is the date when permission to amend the law on rent was obtained. The order obtained in the lawsuit brought to enforce the contract made before March 2, 1883, in which the defendant agreed to pay a higher rent, was not held to ensure that he did not bar in accordance with the provisions of this section to sue for rent increases under the provisions of the Rent Act (Ritter. v Dwarka Nath Chakravarthy, decided by Prinsep and Banerjee . May 28, 1891). A suit to raise and repay arrears at a higher rate is acceptable. The reasons for the action, though separate, can be combined under the sec. 45. K.P.K., (Gudar Tevari vs. Brige Nandana Prasad, 5 C. W. N., 880). The waiver of the extended rent was ruled-in 1267 by the plaintiff received an order in a lawsuit to increase the defendant's rent. It was felt that the plaintiff's consent or the old rent from 1268 to 1271 was not a rejection of his claim for higher rents issued by him (Lauder v. Binod Lal Ghosh, 6 W. R., Act X, 37). 38. (1) Accommodation-raiyat holding on money-rent may put a claim to reduce its rent on the following grounds, and, except for it, provided in the case of a reduction in the area of the holding, not otherwise(a) a) on the grounds that the oil holding without guilt raiyat is constantly deteriorating deposit sand or other specific reasons, sudden or gradual, or b) at the point that occurred a fall, rather than because of a temporary reason , in the average local prices for basic food crops during the currency of the current rent. (2) In any claim brought under this section, the Court may direct such a reduction in rent as it considers fair and fair. Extended to Orissa (No. 27 June 1892). Raiyat cannot under any contract made the aster of the passage of this law contract itself from the provisions of this section (sec. 178, sub-sec. cl. (f)). Rent Reduction.- Accommodation raiyat cannot sue for rent reductions, except for one of the grounds specified in this section. He is thus in a way sue to have his rent reduced on the fact that it is higher than the prevailing rate. But he could not do it under the old law (Baban Mandal v. Shib Kumari Barmani, 21 W. R., 404). Nor could he apply for rent exemption on the basis of fraud, and his remedies had to be applied for the contract to be concluded (Sakur Ali v. Amla Ahalya, 8 W. R., 504; Darimba Deby v. Nilmani Singh Deo. 5 K.L.R., 465) ; and the landlord, who was remissioned by the Government for damage to his estate by the cyclone, was not obliged to allow remission for his malnourished, unless he received the first by agreement or consent that he would allow this in turn (Golak Chandra Mahanti v. Parbati Charan Das, 15 W. R., 167). How can you demand a reduction in rents. - Under the old law, the paradise, entitled to reduce rents, had three courses for him. He can either sue for rent struggles or wait until his landlord's lawsuit and then create a claim for a loan, or he can complain about the excessive demand for rent and sue for a refund (see Bell's Law of Landlord and Tenant, 2nd Edit., p. 57; and Barry v. Abdul Ali, W. R. P. No., 1864, Law X , 64 ; Baicanto Paraki vs. Surendro Nath Rai, 1 W. R., 84; Savi vs. Abhay Nath Basu, 2 W. R., Act X, 28; Dindial Lal vs. Takeu Kunwara, 6 W.R., Act X, 24; Neil Mani Singh Deo vs. Anmoda Prasad Muhurji, 10 W.R., F.B., 41 : 1 B.L.R., F.B., 97; Mahtab Chand vs. Chitro Kumari Debi, 16 W. R., 201; Gaur Kishore Chandra vs. Bonomali Chowdhury, 22 WR, 117). This section provides only for a reduction in the rent earned on the basis of the grounds stated in the claim brought for this purpose. The tenant may also receive a reduction in rent under article 52 (1) (b) at the stage in which he has been placed in the area of his tenure or tenure, but whether the reduction should be sued or whether the lack of space may be recognized as a venue is not obvious. Raiyat, from whom any amount was recovered as rent, can also sue under the sec. 75 for refund and fur extra amount as a fine. The constant deterioration of the soil of the bold-In Gauri Patra v. Reilly, (20 Calc., 579), was told that the judge of the Court Below was wrong in his interpretation of the word standing in this section. It is scented to think that deterioration should not be permanent if applied, if capital and skill cause deterioration can it removed. However, the word should be put on a more liberal interpretation and should be interpreted with reference to the existing conditions. Under the old law it was written that the grounds on which the paradise could claim must be due to reasons beyond his control (Mansour Ali vs. Harvey, 11 W. R. 291), such as a sand deposit on parts of his land (Inayatullah v. Hahi Baksh, W. R., Sp., 1864, Act 42) Produce-rents.-The Produce-rents.-The Produce-rents.-The Of sec. 38 applies only to rent paid in cash arrears. There is no provision in this law under which raiyat: pay rent in the form of a tanning claim or sue for rent reductions. Price lists of basic food crops 39. (1) The collector of each district must prepare periodic lists of market prices for basic food crops grown in local areas such as local government on a monthly or shorter intervals may occasionally send and submit them to the Revenue Council for approval or revision. (2) The collector can, if it is in the direction of local government, prepare for any local area, as price lists related to such past times as the local government deems fit, and submit lists so prepared for the Revenue Council for approval or revision. (3) The collector must, a month before submitting the price list to the Revenue Council under this section, publish it in due course within the local area to which it belongs, and if any landlord or tenant of the land within the area, during the specified period of one month, submits to him in writing any objections to the list, he must submit the same to the Council on Income with a list. (4) Price lists, when approved or revised by the Revenue Board, are published in the Official Gazette; and any apparent error on any such list discovered after it was published can be corrected by the Revenue Council. (5) Local government should be drawn up from periodic lists prepared in this section of the lists of average prices prevailing during each year and should lead to their annual publication in the official Gazette. (6) In any proceedings under this chapter in connection with the increase or decrease in rents on the basis of price increases or falls, the Court refers to the lists published in this section and assumes that the prices listed for any year after the adoption of this Act are correct and may assume that the prices listed in the lists prepared for any year prior to the adoption of this Act are correct if and until proven that they are wrong. 7) Local government, under the supervision of the Governor-General in the Council, establishes rules for determining what should be considered the main food crops in any area and for the leadership of officials preparing to establish price lists under this section. The words in brackets were included in this section by the Amendment Act of 1898, which was extended to Orissa (no, 5 November 1898). Price lists related to current times were since the adoption of the Rent Act in accordance with the rules that can be found in section 11 of the Government's rules under the Rent Act (see annex 1). On the notification of Governor No. 4307 L.R., dated November 7, 1896, published in Calcutta on November 11, 1896, Part I, page 1150, price lists for periods In some specific March, Orissa was ordered to be prepared (see Schedule II, coded to Govt., Annex I). The subsal section (6).-This subsal section, as originally adopted, stipulated that only price lists prepared for any year after the enactment of the Act should be considered correct. The Bill for Amending this Act, which later became the Rent (Amendment) Act in Bengal, 1898, proposed to omit these words. At the suggestion of Hon'bbla Babu Surendro Nath Banerjee, the Council added words that are now included in the section, and the words that were proposed to be omitted were allowed to remain. The result of this amendment is that the price lists for the periods following the adoption of the Act and the lists for the periods preceding the adoption of the Act may be considered correct until proven to be incorrect. Rules regarding the preparation of price lists.- For these rules see C II, on government rules under the Act, Annex I. Commutation. Mitigation of the rent paid in on the form 40. (1) In cases where occupancy-raiyat pays for the conduct of rent in a naive form, or at the estimated value of part of the harvest, or at rates varying from the harvest, or partly in one of these ways, and partly in the other, or partly in any of these ways and partly in cash, either raiyat or his landlord can apply to rent replaced by a cash rent. (2) An application may be made to a collector or department employee, or to an income officer appointed by the local government under the appointment of a settlement officer or settlement assistant to conduct a survey and record rights in accordance with Chapter X, or to any other official specifically authorized on behalf of the local government. (3) When receiving an application, the employee can determine the amount paid as a cash rent, and may order that the district instead of paying the rent by heart or otherwise, as mentioned above, pay the set amount. (4) When making a decision an official official's official law should be considered in respect of: (a) the average monetary rent paid by accommodation-raiyats for land of a similar description and with similar advantages in the immediate vicinity; (b) The average cost of rent actually received by the landlord during the previous ten years or during any shorter period for which evidence can be obtained; (c) The costs incurred by the landlord in connection with the irrigating of the tent-to-look system and the mitigation measures taken to continue these fees; and (d) as a result of which the landlord or in connection with the accommodation in relation to the holding of the rayat, as well as the rules set out in section 33, concerning the increase in rent based on the improvement of the landlord. (5) The order must be written, must indicate the grounds on which it is made, and and front, which it must force, and is subject to appeal in the same way as if it were an order made in the normal process of income. (6) If the motion is against, the official law considers whether, in all circumstances of the case, it is reasonable to provide it, and grants or refuses it accordingly. If he refuses to do so, he must record in writing the reasons for the refusal. According to section 178, subsection (3), cl. (g), nothing in any contract concluded after the enactment of the Act can deprive the landlord or tenant of the right to apply for rent mitigation under this section. But it was recognized that the landlord may claim to pay the rent in kind under the original contract, although the tenant has paid the rent in cash for several years (Sahabat Ali v. Abdul Ali, 3 C. W. N., 151.) The rent paid in the village system is naively prevailing only in the districts of Guy, Shahabad and Patna, where the nature of the country makes the content of the complex maintenance system difficult to maintain. however, most, if not all, other parts of the province also have land divided between cultivator and landlord, and the marked absence of applications for commutation of sentences seems to indicate that this section of the law is little known. However, this can also be largely due to the local custom of recognition in such cases not the right to land in the cultivator, but only the proportion of products raised by it. Practical difficulties in maintaining the irrigation system by the paradises themselves, which would require a combination between the inhabitants of each village or several villages where the water canal serves more than one village, undoubtedly established among the tenants a preference for the bhaoli system. Underneath it rent varies depending on the distillation of crops, and tenants are at least secured half of their produce; while the landlord, who has a duty to maintain irrigation work, is strongly encouraged to support them fairly. (The Board of Income Report on the Work of the Rent Act, No. 419A of April 30, 1892, paragraph 21). The Income Council's instructions under this section.- The Revenue Board issued the following instructions to the management of officials to whom mitigation applications have been filed in its circular No. 5 of June 1892. The Council has reason to believe that there is a misconception among some officials article 49 49 and that this has led to the rejection of applications for mitigation of rent paid for hire on insufficient grounds and, as a result, to the rejection of such applications. They want to. therefore, to note that, in terms of the grounds of his decision is recorded and appealed, the officer dealing with the application under the section has every right to seek such evidence, and to do such damages as he may deem necessary in order to determine whether the rent money should be corrected. If tenants are unable to produce receipts indicating the number of products previously received by the landlord or its cash equivalent - and they rarely possess such receipts, or homeowners file documents purporting to give previous twists and separations of crops that tenants reject, or which appear to be false, the claims should not necessarily be rejected, but the officer should seek to come to a fair assessment of the rent by recording and properly reviewing the annuity. citing other sources of information, such as dozens of real estate documents, and, if necessary, as a result of local damage carried out in person or through some other competent staff member. See the Council's Guide to Settlement 1908 Part II, Chapter XI, p 526 p. 137. The subsal section (5.- Provisions of this subsal section are binding. until it is amended in accordance with the expiration date specification (Raghunath Saran Singh v. Dhoda Rai, 18 Calc., 467). An appeal from a collector's order under this section should be preferable to the Commissioner within 30 days (P. III, Article 5). The ruling is made in the appeal of the Tax Court in accordance with the sec. 40 is the final (Saligram Singh vs. Ramgir, 3 C. W. N., 311). The subs are a section (6).-When a mitigation application may be rejected or rejected, because an official may consider it appropriate. The section did not refer to a case that was commonplace in which a statement objected to the fact that rents were paid not in rent but in money. No lawsuit will lie in the Civil Court to question the right of the order under this section.- The tenant filed an application with the collector according to the sec. 40 of this law to claim that he was a raiyat defendant in relation to the plot guzastha kasht and to mitigate the rent, which is still paid by heart. The collector granted the petition; however, the order was rescinded on appeal by the Commissioner. Commissioner. the tenant then sued under article 42 Specific. The aid law for essentially the same assistance as he requested before the collector. It was held (1) that the ruling handed down in the appeal in accordance with the sec. 40 is final, and no lawsuit lies in the Civil Court, according to which his rightness may be questioned; and (2) that prior to the adoption of the Rent Act, no claim may lie in the Civil Court for mitigation, and therefore the special procedure set out in Article 40 to enforce the new right created in this is the only procedure that may follow (Saligram Singh v. Ramgir, 3 C. W. N., 311). Changes made by Act I, British Columbia, 1907.- The change in subcharging (2) made by p. 11, Act I. B C., 1907, was, as stated in the Special Committee's report, to ensure that the authority to commute rents should be vested only in the employee of a certain provision. The Special Committee explains the reason for the addition of paragraph d: At present, article 40 does not contain a provision requiring an official to switch to rent to be related to improvements made by the landlord or tenant in relation to the mitigation holding. We believe that this is a defect, as the availability of such improvements is often an important factor in determining the amount of cash annuity to be set for mitigation. That's why we suggest adding Section 40 to section 40 to do so. The period during which commuting rents remain unchanged No. 40A. (1) Where the holding's rent has been relaxed under Article 40, it should not, except for the conditions of the landlord's improvement or subsequent change in the holding area, should not be increased for fifteen years; (or on the ground specified in paragraph a) sub-discharge (1) section 38. (2) This period of fifteen years is counted from the day of the order in accordance with section 5 (5) of Section 40. This section was added to the Bengal Sec Act. t: Act I, B. C., 1907. With regard to the introduction of this section, the Special Committee on the Bill notes that the absence of such a provision as this appears to be a flaw in the current legislation. Law.

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