

Saturday, March 30, 1861

***INDIAN LEG.
COUNCIL
DEBATES***

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P. L.

the manufacture of Saltpetre and the sale of Salt educed in the manufacture thereof.

The Council adjourned.

Saturday, March 23, 1861.

PRESENT :

The Hon'ble the Chief Justice, *Vice-President*,
in the Chair.

H. B. Harington, Esq.,	C. J. Erskine, Esq.,
H. Forbes, Esq.,	and
A. Sconce, Esq.,	Hon'ble Sir C. R. M. Jackson.

THE MEMBERS at the Meeting did not form the quorum required by law for a Meeting of the Council for the purpose of making Laws; and the Vice-President adjourned the Council at half past 11 o'clock till Saturday the 30th instant, at 11 o'clock.

Saturday, March 30, 1861.

PRESENT :

The Hon'ble the Chief Justice, *Vice-President*,
in the Chair.

Hon'ble Sir H. B. E. Frere,	H. Forbes, Esq.,
Hon'ble C. Beadon,	A. Sconce, Esq.,
Hon'ble Major-Genl. Sir R. Napier,	C. J. Erskine, Esq.,
Hon'ble S. Laing,	and
H. B. Harington, Esq.,	Hon'ble Sir C. R. M. Jackson.

POLICE.

THE VICE-PRESIDENT read a Message informing the Legislative Council that the Governor-General had assented to the Bill "for the regulation of Police."

ARMS ACT.

THE CLERK presented to the Council a Petition from the Anglo-Indian Protective Association praying for the exemption of the Christian inhabitants in India from the operation of Act XXXI of 1860 (relating to the manufacture, importation, and sale of arms and ammunition, and for regulating the right to keep and use the

same and to give power of disarming in certain cases.)

BREACH OF CONTRACT.

THE CLERK presented a Petition from certain Coal and Mineral Proprietors relative to the Bill "to provide for the punishment of breach of contract for the cultivation, production, gathering, provision, manufacture, carriage, and delivery of Agricultural produce."

MR. BEADON moved that this Petition, as well as the Petitions of the Protestant Missionaries and of the British Indian Association relative to the same Bill, which were presented to the Council at the last meeting, be printed and referred to the Select Committee on the Bill.

Agreed to.

MUNICIPAL ASSESSMENT (RANGOON.)

THE CLERK presented a Petition from certain inhabitants of Rangoon relative to the Bill "for extending certain provisions of Acts XIV and XXV of 1856 to the Town and Suburbs of Rangoon, and to the Towns of Moulmein, Tavoy, and Mergui, and for appointing Municipal Commissioners and for levying rates and taxes in the said Towns."

MR. FORBES moved that the Petition be printed and referred to the Select Committee on the Bill.

Agreed to.

BREACH OF INDIGO CONTRACTS.

THE CLERK reported to the Council that he had received a communication from the Home Department, forwarding copy of a correspondence with the Secretary of State for India relative to Act XI of 1860 (to enforce the fulfilment of Indigo Contracts and to provide for the appointment of a Commission of Enquiry.)

MR. HARRINGTON moved that the communication be printed and referred to the Select Committee on the Bill "to provide for the punishment of breach of contract for the cultivation, production, gathering, provision, ma-

manufacture, carriage, and delivery of Agricultural produce."

Agreed to.

SMALL CAUSE COURTS.

THE CLERK reported that he had received from the Home Department a communication from the Madras Government expressing the views of that Government on the subject of the establishment of Small Cause Courts in the Madras Presidency.

MR. BEADON moved that the communication be printed and referred to the Select Committee on the Bill "to amend Act XLII of 1860 (for the establishment of Courts of Small Causes beyond the local limits of the jurisdiction of the Supreme Courts of Judicature established by Royal Charter.)"

Agreed to.

ROHILCUND DIVISION.

MR. HARRINGTON presented the Report of the Select Committee on the Bill "to remove certain tracts of country in the Rohilcund Division from the jurisdiction of the tribunals established under the general Regulations and Acts."

PORT-DUES (AMHERST.)

MR. SCONCE presented the Report of the Select Committee on the Bill "for the levy of Port-dues in the Port of Amherst."

REPEAL OF REGULATIONS AND ACTS.

MR. HARRINGTON presented the Report of the Select Committee on the Bill "to repeal certain Regulations and Acts relating to the Procedure of the Courts of Civil Judicature not established by Royal Charter."

SALTPETRE.

MR. HARRINGTON moved the first reading of a Bill to regulate the manufacture of Saltpetre and of Salt educed in the manufacture thereof. He said, at the present time the

manufacture of Saltpetre in India was under no regulation. In so far as the law was concerned, any person might manufacture Saltpetre at any place, in any quantity, and of any quality that he pleased. But although no legal restrictions existed at present on the manufacture of Saltpetre in this country, there was not the same freedom of action in respect of the salt which was produced in the manufacture of Saltpetre. Section IX Act XXXVI of 1855 declared:—

"The purification or refinement of impure Salt, obtained in the manufacture of Saltpetre, so as to produce alimentary Salt, shall be deemed a manufacture of Salt within the meaning of this Act and of Act XIV of 1843."

It was not necessary for the purposes of the present Bill that he should notice particularly the other Sections of this Act, but he must call the attention of the Council to Section IV Act XIV of 1843, which was referred to in Act XXXVI of 1855. That Section enacted—

"From and after the first day of September 1843, the manufacture of alimentary Salt throughout the North-Western Provinces of the Presidency of Bengal, without the express sanction of the Government, is prohibited, and any person engaging in the manufacture of such Salt, or preparing, or causing to be prepared works for the manufacture of such Salt, without such sanction, and all Zemindars or other proprietors of land, or their Agents, conniving at such illicit manufacture, shall, on conviction by the Magistrate, within the limits of whose District the offence may have occurred, be punished by a fine not exceeding 500 Rupees, and on non-payment of such fine, by imprisonment not exceeding six months with or without hard labor, and all works at which such manufacture shall have been conducted or which are designed for such manufacture, shall be destroyed, and any Salt which may be manufactured or stored thereat shall be seized and confiscated."

The Council would have observed that both Act XIV of 1843 and Act XXXVI of 1855, applied only to the North-Western Provinces of the Presidency of Bengal. The manufacture of alimentary salt, however, except with the sanction, or on account of Government, was no less prohibited by law in the Lower Provinces of Bengal, and

he believed he was right in saying that the prohibitory law extended equally to the purification in those Provinces of the salt produced in the manufacture of Saltpetre. The Presidencies of Madras and Bombay had their own salt laws. It was objected to the rules contained in the enactments which he had quoted that they operated unfairly to the manufacturer of saltpetre, and were attended with injurious effects upon the manufacture itself, whereby the Government really suffered in the end, though the rules in question were no doubt enacted to protect the revenue derived to the State from the duty on salt. To show how these rules acted as a clog upon the skill and enterprise of the persons concerned in the manufacture of saltpetre, and how greatly they interfered with the manufacture, he would read an Extract from a Minute recorded by Mr. E. A. Reade, the late noble Senior Member of the Sudder Board of Revenue at Allahabad, with whom the proposition for the present legislation appeared to have originated. In the 17th para. of this Minute, Mr. Reade observed :—

“ At the refinery, specially, where under European Superintendence the process is effected with greater art, and where there is a greater confidence of successful contention with the common enemy, the Customs Officer, the reduction of salt is all the more perfect, because the object is to have the Saltpetre as pure as possible for the Calcutta market and exportation beyond sea. The impure mass, containing salt which is precipitated in boiling the Saltpetre itself being held in solution mainly, is washed with cold water over the boiler, not to extract edible salt, but to lose none of the nitrous particles which the impure mass may still retain. Unavoidably the salt is purified as well as the Saltpetre, and yet in fact by doing so the refiner is guilty of an offence against Section IX Act XXXVI of 1855.”

This was the Section which he had read to the Council. Mr. Reade went on to say—

“ There is no law or rule respecting the residuary salt in Saltpetre manufactory, whether impure or pure. Its consumption is not prohibited, its destruction is not enjoined, its disposal is left in uncertainty.

Mr. Harington

“ The result is, that branch of beneficial industry is depressed, because it unavoidably involves an element which subjects the manufacturer to official persecution. He may exercise the utmost prudence, but there will always be risk of trouble, and a certainty of being confounded with the class who conduct the manufacture only with an eye to illicit trade.

“ The desideratum is a law which will subject regulation for confusion, protect honest industry, and give the State a fairly demandable revenue on a staple product.”

The present Bill was introduced on the recommendation of the Honorable the Lieutenant-Governor of the North-Western Provinces, and with the full concurrence of the Government of India, in order to supply the want noticed by Mr. Reade. It was hoped that the effect of the Bill would be to remove the impediments in the way of improving the manufacture of Saltpetre which were the consequence of the existing laws, and to turn to profitable account the salt produced in the manufacture, and that so far from any pecuniary loss accruing to the Government from the operation of the Bill, it would lead to some addition to the public revenue, partly from the introduction of a system of licenses for carrying on Saltpetre works, but chiefly from the duty which the Bill proposed to place on the sale of the salt produced in the manufacture of Saltpetre. Some extra establishment would, of course, be necessary properly to carry out the provisions of the Bill, but after allowing a reasonable sum on that account, it was believed that a surplus would remain. The probable amount was variously estimated, but the lowest estimate which he had seen placed it at three lakhs of Rupees per annum. He must repeat what seemed to be generally admitted, that the present law and practice were alike vexatious to the manufacturer of Saltpetre and injurious to the revenue, and he ventured to think that the introduction of a system which would allow of the salt produced in the manufacture of Saltpetre being purified, and on the payment of a fair duty brought into the market for sale, would be regarded by the Council as a just and politic measure, and as a proper concession to

the persons engaged in the manufacture of Saltpetre.

Before proceeding to notice in detail the provisions of the Bill, it was right he should mention that some difference of opinion existed as to whether the Bill should treat all Saltpetre manufactories alike, and place them on exactly the same footing, or whether it should not make a distinction between Saltpetre refineries and crude Saltpetre works. It seemed to be thought by many who advocated the former course, that in the crude process of manufacture salt must necessarily be produced just as much as in the refining process. But this was apparently a mistake. In a paper, which would be circulated as an annexure of the Bill, it was stated that—

“In the *bonâ fide* Jhiria process salt is certainly not produced. But by a second or prolonged boiling, the salt in the crude material may be precipitated. In works avowedly established *bonâ fide* for the production of the crude material, this second or prolonged boiling forms no part of the process, and there can be no hardship to fair dealers in declaring such attempts at separating the salt, without special license, to be illegal. The hardship, if there is any, in the prohibition, as at present existing, will altogether disappear in the proposed scheme, by which the salt element in the crude material will become more valuable to the refiner from the liberty of purifying it and selling the salt so produced.”

The number of crude Saltpetre works was very large. In the Presidency of Bengal they exceeded 10,000. For the most part these works were of very limited extent, making but little Saltpetre, and being scattered all over the country, it would not be possible to bring them under proper regulation and control otherwise than by means of an establishment, the cost of which would of itself be quite a sufficient reason against its being entertained. It was scarcely necessary for him to add, that to allow all these petty works to purify salt, unless under a very close supervision, would simply be to convert them into so many illicit salt manufactories to the serious injury of the salt revenue. There seemed no alternative, there-

fore, but absolutely to prohibit the separation of salt in the crude Saltpetre works, which was what the Bill proposed.

It was intended that the Bill should apply not only to all Saltpetre works, but to every other description of work at which any substance was produced from saline earths. The Bill would thus include works for the production of what was called “Russee,” or “Sujjee,” which was an alkaline substance used for soap and Kharee noon or Glauber salts, that was Sulphate of Soda. These works served equally well for the manufacture of common salt, and were so used whenever it could be done without much risk of detection. The Bill provided that Saltpetre works of both kinds, as well as the other works just mentioned, should be carried on under license, the license to be renewable every year. A fee would be charged when the license was first taken out, as well as on every subsequent renewal. The amount had been left to be settled hereafter. For crude Saltpetre works a fee of 2 Rupees was proposed, and for Saltpetre refineries a fee of 100 Rupees. Many thought this too large a sum, and that it should not exceed 50 Rupees. At the lower rate it was anticipated that the effect would be to close many Saltpetre works, but he did not know that this would be a subject for regret.

As already mentioned, the Bill provided that salt produced and purified at a manufactory licensed to purify salt obtained in the manufacture of Saltpetre should be liable to duty; the amount would be paid before the salt was removed from the factory where it was produced. The rates of duty proposed were the same as those to which imported salt was now liable. The site of every Saltpetre work and of other licensed works, and of the country around within a certain radius, would be subject to customs jurisdiction and to the provisions of the existing laws against the manufacture of salt, except under a Government license. The Bill gave the local Governments power to compound for the duty on the

sale of Salt produced in the manufacture of Saltpetre for one or more years, and provisions were added to prevent the privilege from being abused. Penalties were also prescribed for any breach of the provisions of the Bill ; and lastly, the Bill empowered the local Governments to frame and issue subsidiary rules for carrying out the provisions of the Bill not inconsistent therewith. The rules so framed would be published in the Official Gazette, and would then have the force of law. These were the principal provisions of the Bill.

Mr. LAING seconded the Motion, which was then put and carried, and the Bill read a first time.

RECOVERY OF RENTS (BENGAL.)

Mr. SCONCE moved the second reading of a Bill "to amend Act X of 1859 (to amend the law relating to the recovery of rent in the Presidency of Fort William in Bengal)."

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

REGISTRATION OF CONTRACTS.

The Order of the Day being read for the second reading of the Bill "to provide for the registration and for the better enforcement of engagements for the cultivation and delivery of agricultural produce"—

Mr. SCONCE said that, before moving the second reading of this Bill, he would ask the indulgence of the Council again to allude to the objects he had in view in introducing it for their consideration. It was a Bill, he need not say, to facilitate the enforcement of contracts duly entered into—of contracts of a particular kind, and not contracts in general—but contracts duly entered into for the cultivation and delivery of agricultural produce. This specification of the kind of contracts with which the Bill proposed to deal, necessarily, to some material extent, took out the Bill from the scope of other classes of contracts. One main purpose which the Bill was intended to indicate and recog-

nize was that contracts of this description, duly entered into for the cultivation and delivery of agricultural produce, if broken, should be redressed by the award of damages. No doubt he proposed in certain cases to afford special aid to those by whom, for the cultivation of agricultural produce on defined portions of land, advances had been made ; but the principle which it was the main purpose of the Bill to affirm was that the remedy for a breach of contract should be sought, not in a specific performance of the contract, but by a claim for pecuniary compensation ; and that principle he hoped he should be able to induce the Council to accept. We were told the other day and well told by the Honorable Member of Government nearest to him (Mr. Laing), that the character of a law should have a material effect in promoting the morality of the people. In that opinion, and as to the effect of laws in securing that end, he (Mr. Sconce) thoroughly agreed. But perhaps he might carry the proposition farther. He believed that, with the view to so great an end, the powers of any legislature, but more especially the powers of a legislature established and working in India, were of the highest possible value. He was speaking of a legislature composed of Englishmen sitting here to construct laws for India. Looking to the position and character of Englishmen on the one hand, and the position and character of the Natives of India on the other, he might say that a legislature such as this should, in framing its laws, bring the immense advantage of a purified humanity and advanced civilization to operate for the benefit of India. Whatever tributary benefits England derived from India—and he for one could not ignore the fact—such benefits he believed to be insignificant when compared with those which the matured civilization of England, the concentrated work and experience of centuries, enabled it to contribute for the material and moral elevation of the people of India. It had been said that songs were the best means of educating the character of a people.

So it might be in the nonage of the world. For himself he would look for the greatest efficacy in the laws of a nation; and at this period of time, and in this country, he held that humane and enlightened laws should exercise the largest influence in reforming and moulding the national character. In that sense, therefore, he thoroughly accepted the statement that our laws should improve the morality of the people. But such laws must be good laws; laws which in their very nature were not unequal and unjust, which were not to be administered regardless of the safeguards ordinarily held essential to afford security against abuse, and which, as guarantees for their observance, should not be obviously enforced by partial and inapplicable punishments. He did freely adhere to the opinion that it might be the ulterior object of this legislature, by wise and beneficent laws, to elevate the moral character of the people subject to their influence; and as one illustration of the sense in which he applied this statement, he would say that our laws should promote self-reliance and fore-thought, and should abstain from fostering improvidence, which, certainly, they would foster by substituting legal penalties for the securities that men with care and prudence should find for themselves. He had said that one main object of this Bill was to indicate that the breach of contracts should be redressed by a suit for damages. He did not mean directly to revive the question as to the purpose and effect of the Bill which they had been the other day considering, for punishing criminally breaches of agricultural contracts. He would confine himself to the principles which he desired to maintain in offering his own Bill for the acceptance of the Council. Now, he apprehended, speaking broadly, that breaches of contract could not be dealt with as criminal offences. Without going into details, but looking merely to the case of a contract by which two parties were mutually bound, he must say that the simple non-fulfilment of a promise made could not be punished in the same way as you would punish

an offender against the criminal law. If it were to be so, a man who would contract to sell a house or a horse, and failed to fulfil his contract, must be looked upon as a criminal, and punished criminally. This was held to be impossible in all countries, and if this were so as regards the more simple classes of contracts, the same principle should more justly govern the more complicated cases of agricultural contracts. As regarded ryots, however, there was a material difference. Various opinions were held by Honorable Members of this Council as to what ryots were. Some Honorable Members, he thought, unduly demeaned the position of ryots by describing them as laborers, whilst others unnecessarily exalted them to the station of gentlemen possessing landed estates. He avoided those extremes. He took the ryots as they were, and looked upon them neither as landlords nor as coolies. One man held 10 beegahs of land, another 50 beegahs, another 100 beegahs, or it might be more. In some instances with his own labor, in very many instances with hired labor, in all cases with ploughs and with bullocks, the ryot tilled his land, and upon the produce and profits of his land he lived. That was shortly what he considered the position of a ryot was, and he thought he was fairly entitled to apply to the ryot the principle to which he had referred, namely, that, if the ryot had engaged to cultivate or deliver the produce of his land, the breach of his engagement should not be punished criminally, but by Civil damages. Now, in advocating this principle, he thought he was not without some authority. It was only four years ago that this Council was asked to reconsider and amend the law applicable to the manufacture of opium. We all knew that cultivators of Indigo were reckoned by tons of thousands: but so also was it with cultivators of Opium. For instance, in the Sub-Deputy Agency of Gya, the ryots who received advances for the cultivation of opium in 1858-59 amounted to 65,912, and in the Sub-Deputy Agency of Patna to

32,354. The cultivation of Opium was last dealt with by Act XIII of 1857, Section X of which provided as follows :—

“ If it shall be found that any cultivator who has received advances from Government, has not cultivated the full quantity of land for which he received such advances, he shall be liable to a penalty of three times the amount of the advances received for the land which he has failed to cultivate ; and the said penalty may be adjudged by the Deputy Agent or Collector, on the complaint of the Sub-Deputy Agent or other Officer as aforesaid. Any person dissatisfied with the judgment of the Deputy Agent or Collector may appeal to the Agent, and the decision of the Agent shall be final.”

There were three things here which he wished the Council specially to notice. The first was that when a ryot, who received an advance to cultivate Opium failed to fulfil his contract, the only remedy afforded by the law was to hold him liable to pay damages not exceeding three times the amount of the advance received. The next point was that this amount of damages was awardable on the ascertained failure of the ryot to perform his contract, without any attempt, by aid of the law, to enforce a specific performance. The third and, under present circumstances, most remarkable point was that, when the damages were awarded, there was an appeal. So far therefore he thought he might ask the Council to admit that, in dealing with Opium cultivation, the Council affirmed the principle that breach of contracts should be met by the award of Civil damages. But there was something more than even that. Looking to the amount advanced in 1858-59, in the Sub-Deputy Agency of Gya, for example, where the ryots numbered more than 65,000, the advances paid previous to the delivery of the crop amounted to 3,78,761 Rupees, which was, on an average, considerably above 5 Rupees a head. Then again, in the Sub-Deputy Agency of Patna, where the ryots were about 32,000 in number, the advances exceeded two lakhs and a half, that is about 8 Rupees a head ; and to secure the fulfilment of the contracts for which these large amounts were paid, the only

remedy which the Government found necessary was that any ryot failing to cultivate should be liable to be sued for money damages, and that those money damages should not exceed three times the amount of advance.

Another point arising upon this Bill, to which he wished to invite the attention of the Council, was that he avoided offering the remedy of a specific performance. He was by no means prepared to say that Civil Courts, far less Criminal Courts, could enforce a specific performance. He did advert to it this day fortnight, and the Honorable and learned Judge to his right (Sir Charles Jackson) also contended with a force still in the recollection of the Council that, in dealing with Indigo contracts, you could not, with any degree of justice, attempt to require ryots under the order of Magistrates to specifically execute the various and successive operations necessary to the cultivation of Indigo or any other crop. He would ask the Council what they had learnt from the Report of the Indigo Commission. He believed all Honorable Members must be aware that whatever grievances the ryots professed to labour under, none were more loudly complained of than the continual interference with them in the various stages of cultivation. Without straining facts in favor either of one side or the other, he believed he might state that the unwillingness on the part of the ryots to cultivate indigo greatly arose from the incessant demands made upon them to carry on the cultivation at a time and in a manner which they felt to be unseasonable and unendurable. Well then it seemed to him on that ground, if not on higher ground, that the intervention of the Courts to direct the specific performance of an agricultural contract was extremely inadvisable. He would not repeat in detail the ground which he mentioned last Saturday week. He would simply say that a Judge of any Court was not sufficiently expert in agricultural matters to direct specific performance. It was not for a Judge to determine, when a question was brought before him for breach of contract, as to

the time when the ryot should plough his land, or sow his seed, or gather the grown crop; and looking not only to Indigo but to Cotton and other cultivation, no Magistrate or Judge could be looked upon in any one of those respects as competent to deal with such questions. He had used what might have appeared to the Council a strong word, perhaps too strong a word, in saying that the specific enforcement of these contracts was *impossible*; but it might be permitted to him to say that, it appeared to him, the Honorable and learned Vice President, with reference to what he had said as to the possibility of a Magistrate taking cognizance of such contracts, had not adverted to the sense of the word "possible" as used in the Bill of the Honorable gentleman (Mr. Beadon), and had misapprehended, as he (Mr. Sconce) thought, the argument he had used. In Section II of the Bill which we were considering this day fortnight, it was provided that the Magistrate might order the ryot "if it be possible" to perform the contract. Now he understood that in the sense of a physical performance; that is, it might be still possible to sow land that had not been sowed, or cut a crop that was still on the ground; and it would be for a Magistrate to consider whether he should make an order to sow the land or, as might be, to cut a growing crop. So far certainly one operation or the other was possible. But the impossibility he (Mr. Sconce) spoke of was not the impossibility of doing a particular thing, but had reference to the Magistrate taking cognizance at all of such matters. In illustration of the argument which he ventured then, as now, to address to the Council, there was one of peculiar significance which he wished to urge. He still lingered on the impossibility of specifically enforcing contracts such as these. You must look to the ryot as he stood before you, as a man, it might be, bound by special responsibilities but vested also with various interests the value and object of which you could not overlook. Deal with a ryot as you would deal with another man in the

same circumstances. Then what he (Mr. Sconce) wished to notice was, as stated in the course of the enquiry by the Indigo Commissioners, that upon an average, at least in the Bengal Indigo Company's factories, ryots had been in the habit of cultivating with Indigo one out of every fifteen beegahs of the land in their occupation. One fifteenth of the whole therefore was understood to be appropriated to the cultivation of Indigo, whilst the remaining fourteen-fifteenths were devoted, it might be, to the cultivation of rice. The ryot had an interest in growing rice of which you could not divest him: it was 14 to 1 as against Indigo. And admitting fully the force of the contract into which he might have entered to cultivate one beegah of land with Indigo, it was utterly impossible, it seemed to him (Mr. Sconce), that any Court should feel itself competent, when the season for cultivation came round, to supersede a ryot in the management of his own land and to direct the abandonment of 14 beegahs that one beegah might be cultivated. Least of all, out of such circumstances could you construct an offence and for breach of contract throw the offender into jail.

There was yet another matter to which he should wish to allude. The very great number of complaints of breach of contract that might have to be preferred had been urged as one objection against his Bill. It had been said it might be 10,000 or 20,000. The Council would see at once, supposing the necessity to arise for the institution of 10,000 cases, that there would be 10,000 complaints, whether you had one Court or another; a Civil Court or a Criminal Court. He did not know whether the Honorable Member of Government (Mr. Laing) had ever been practically engaged in the administration of justice. However that might be, it was obvious that, whether you dealt with a complaint in a Civil or a Criminal Court, the procedure in either case to be imperatively followed was not materially dissimilar. Complaints must be followed by summonses or warrants. You must have the parties before you. You must be prepared to

receive evidence and hear witnesses ; and when both parties were fully heard, the adjudication would follow. So far then you advanced nothing by going to a Criminal rather than a Civil tribunal. You gained absolutely nothing ; while by the flagrant dereliction of principle involved in carrying such cases before an incompetent Court and forcing a hearing there, you would inflict a material loss on the cause of public justice. Observe that, in the last Section of the Breach of Contracts Bill, it was provided that the powers of a Magistrate might be exercised by any Judge of a Small Cause Court. Well, he (Mr. Sconce) supposed that a Judge appointed to preside in a Court of Small Causes might efficiently try, as the very Act under which he was appointed required him to try, claims relating to breach of contract. But unhappily the peculiar qualifications which this Officer as a Civil Judge would be competent and would be bound to exercise were to be thrown away, and it was proposed that he should act, not as a Civil Judge, but as a Magistrate. He thought he might appeal to the Council if, in the sketch which in support of his motion for the second reading of this Bill he had made, he had overstated matters. He had already trespassed long upon the time of the Council and was very unwilling to detain them with any further observations ; but he would wish to notice one other matter which seemed to furnish a striking corroboration of the justice of the course that he advocated in promoting this Bill. The Honorable and learned Vice-President observed the other day that he saw no difference between the case where an advance was made, and a case where an advance was not made. Now, looking to the use of the word "advance" in the Bill brought in by his Honorable friend (Mr. Beadon), he quite agreed with the Honorable and learned gentleman. He believed that he had stated in the debate upon that Bill that, as to the advance, it might be two Rupees or two pice ; and in such a case therefore it was clear that there might as well be

Mr. Sconce

no advance at all. He thought that that was the only logical conclusion at which it was possible to arrive. But this conclusion exhibited stronger than ever the impossibility of dealing criminally with such breaches of contract. The cases were reduced to those in which there had been a simple agreement to cultivate without consideration : and the Legislature was asked to promulgate a law which should declare the failure to perform a mere gratuitous promise as a public crime.

He thanked the Council for the attention with which they had heard him, and begged to move that the Bill be read a second time.

MR. BEADON said that, if he had not had the Orders of the Day for Saturday the 30th March 1861 before him, he could really have supposed, from the tenor of the remarks which had just fallen from his Honorable friend the Member for Bengal, that they were still engaged in the debate upon the Bill of which he (Mr. Beadon) had the honor to move the second reading last Saturday week. The Bill of which the Honorable Member had just moved the second reading was a Bill for improving the law relating to the enforcement of a certain description of contracts by civil process. It might or might not be necessary to improve the law in that respect. But the question, as he understood, now before the Council, was not whether the breach of contracts of this description should be punished criminally or not. That question was decided by a formal vote of this Council a fortnight ago. But the question was whether the law for the enforcement of contracts by Civil process should be improved or not, and to that question, he (Mr. Beadon) apprehended, the Honorable gentleman's remarks were scarcely applicable. It was not his (Mr. Beadon's) intention to oppose the second reading of this Bill, because, though it had been brought forward and strongly urged as a substitute for the Bill which he (Mr. Beadon) had charge of, it was not in the least degree inconsistent with it ; and so far as it provided for the registration of

contracts, he should be glad if it were found possible to incorporate some better provisions of that kind with his Bill. He presumed, if the second reading of this Bill were carried, it would be referred to a Select Committee, and no doubt it would be convenient if it were referred to the same Select Committee which was charged with the consideration of the former Bill, and under like instructions as to a preliminary report. Though, therefore, he did not intend to vote against the second reading, he wished it to be understood that he by no means approved of the Bill or held himself pledged to support it. A general registration of contracts was in itself a desirable measure, and if the law of Civil Procedure needed amendment, it was right to amend it. But though, as he had already observed, this Bill was not inconsistent with the one which he had brought in, and, as regards registration, aimed at the same object, he thought that the provisions framed for that purpose would be found ineffectual, and that the other Clauses of the Bill were unnecessary.

THE VICE-PRESIDENT said, he expected to have heard from the Honorable Member for Bengal some observations in support of the present Bill. He must say that there did not appear to him to be any necessity for passing a law for the registration of contracts relating to agricultural produce in particular. He did not know why there should be a special law for the registration of agricultural contracts any more than for other contracts; and it certainly appeared to him that the registry provided by this Bill would be quite ineffectual. Section I of the Bill provided that the local Government might appoint Registrars in any district; and Section II provided that, upon the appointment of any such Registrar, the appointment should be notified in the Gazette. Section III then provided as follows:—

“On the presentation of any such engagement for registry, the Registrar shall not register the same unless it appear to him that the cultivator, by whom the engagement bears

to have been executed personally executed the same.”

That was a matter for enquiry before the Registrar. The Section went on to provide:—

“In every case such cultivator and the person in whose favor the engagement is executed, or their respective Agents, shall appear before the Registrar and be examined by that Officer.”

The cultivator and the person who claimed the advance were both to appear before the Registrar or send an agent. The Section continued:—

“Also the identity of the cultivator, if present, or the execution by him of the engagement, if absent, and the authority of his Agent to appear for him,”

that was a third point to be proved—

“shall be attested by not less than two credible witnesses, being residents of the village in which the land engaged for is situated, or in which the cultivator resides.”

So that to register these petty contracts, four persons at least would be required to go before the Registrar. He did not believe that it was intended to make such a law compulsory. If that, however, was the intention of this Bill, he certainly objected to it. Section IV went on to provide that “the substance of the statements made before the Registrar, under the next preceding Section,” should “be given in the Register, and be certified by the Registrar.” To whom or for what purpose the Registrar was to certify, did not appear. But so it was according to the Bill; and on the appearance of these four persons before the Registrar, he was required not only to record the substance of the evidence given before him, but he was also to certify it. It was then provided that “such statements, so certified, shall be taken to be the evidence given by such persons in the matters aforesaid.” But when it was taken to be the evidence given by such persons, for what purpose was it to be taken to be their evidence? Was such evidence to be taken either as *prima facie* or as conclusive evidence

in the Civil Court? The Bill was silent upon that subject. It appeared to him that such a registration would be utterly fruitless. We had a law for the punishment of forgery and of personation, both of which offences were fully provided for in the Penal Code. Were we then to pass a special law for the registration of particular contracts, when we had before us a Bill, which had been referred to a Select Committee, for the registration of contracts in general? So far, therefore, as this portion of the Bill was concerned, he decidedly objected to it. Section V then provided as follows:—

“No engagement, as aforesaid, shall be registered, unless a fee of he first paid: and all fees so paid shall be accounted for by the Registrar in such manner as the local Government may direct.”

He did not know how it was proposed to fill up the blank. He believed that the Honorable Member for Bengal himself had not made up his mind as to the amount of the fee to be paid. But whether it was to be large or small, he did not believe that any one would voluntarily pay it. Section VI related to the salary of the Registrar. Then the Bill proceeded with a new subject. Section VII provided that a person who advanced money for cultivation on specified land should be deemed to have a lien on the crop. Other Sections provided for matters which were already included in the Code of Civil Procedure. Did the Honorable Member for Bengal propose to supersede by this Bill the one which had already been read a second time? Or did he propose to have two laws on the same subject? If he (the Vice-President) mistook not, the Honorable Member for Bengal was a Member of the Select Committee which had been appointed to consider and report upon the other Bill before it was published. If this Bill was to be referred to the same Committee, the Committee would still have two Bills to report upon, and would have no power to consolidate them. As a Member of that Committee, however, the Honorable Member, without reading this Bill a second time, could

The Vice-President

propose the introduction of any of the Clauses of this Bill which he considered material. In order, therefore, to prevent the necessity of publishing two Bills relating to the same matter, he (the Vice-President) should vote against the second reading of this Bill, leaving it to the Honorable Member to propose any modification he considered necessary in the Bill already referred to a Select Committee. He (the Vice-President) would not give his sanction to any mode of registration like that provided for in the Bill; and if he voted in support of the second reading, he was afraid he should be bound to the principle of two different Bills. The Honorable Member had said that morality was inculcated by good laws. He (the Vice-President) did not know whether the Honorable Member looked upon this Bill as one of that class. The Honorable Member had also drawn a distinction between good laws and bad laws. He (the Vice-President) considered that this would be a bad law, and he should therefore vote against the second reading of it.

SIR BARTLE FRERE said, he would only offer a very few remarks to clear himself from any charge of inconsistency in voting for the Bill now before the Council after having voted for that of his Honorable friend opposite (Mr. Beadon) on a previous occasion. He believed that both Bills were wanted, and that the law relating to contracts for agricultural produce was at present defective both as regarded criminal prosecution for frauds and civil remedy for recovering damages. He must again protest against these Bills being regarded as Indigo Bills. It seemed to him that the great lesson taught by the Report of the Indigo Commissioners was that more Courts and better Courts were needed in Bengal, and that speedier, cheaper, and more certain and effectual modes of obtaining redress through the Courts was called for both in criminal prosecutions and in civil actions regarding contracts relating to agricultural produce.

He would not pledge himself to support all the details of the Bill

of the Honorable Member for Bengal. But he fully approved of the principle; and as regarded those details which had been commented on by the Honorable and learned Vice-President, he (Sir Bartle Frere) must say they did not strike him as open to objection—the Registration Clauses for instance. He could not speak from experience of Bengal, but as regarded Bombay, he believed that the Clauses were not only very much wanted, but that their provisions would be very easily carried out, especially if the village accountants were made to register contracts in the same manner as they registered other papers. He then described how, by means of stamped books of printed forms furnished to him, the village accountant could carry registration of many scores of contracts for the delivery of agricultural produce in a single day. Even under the provisions of the present Bill, which, however, he thought might admit of simplification, he could safely say that as regarded Western India, some such Bill as that before them had been long desired and asked for by merchants and others interested in the collection of agricultural produce, and no difficulty would be found in working out the details. He did not think that the Bill of his Honorable friend opposite (Mr. Beadon), for the summary punishment of frauds as a criminal offence, was sufficient by itself. Many of the contracts in the Cotton districts were for large amounts, and it was desirable to have the means of enforcing them by civil process with less delay and expense than might be inevitable in the case of other contracts. On the other hand he could not agree with the Honorable Member for Bengal that there was any hardship to the poor man in allowing the other party the option of proceeding either by civil action or criminal prosecution.

To revert to the illustration he had used on a former occasion of a hackney coachman who wilfully or fraudulently broke his contract, it was surely better even for the cabman's interest to have the matter summarily settled before a Magistrate rather than drag the cab-

man into a lawsuit. As regarded any apprehension of oppression being exercised by planters habitually resorting to the law, he thought that the Honorable Member for Bengal had over-estimated the possible evil, and that the planters' self-interest might be more relied on. It did not follow that, because a remedy was provided, the planters should be always resorting to it. It would generally be sufficient for their purpose that the remedy was known to exist. He instanced the case of the law against frauds in the packing of Cotton, which had been very urgently called for, but which, when enacted, was very seldom put in force. The mere knowledge that the law to furnish fraud existed was of itself a check upon fraud, and except in extreme cases, parties injured rarely resorted to the law.

He should vote for the second reading, and hoped that both Bills would, with some modifications, be passed into law.

Mr. HARRINGTON said, in the few remarks which he was about to make on the Bill, to which the Motion now before the Council applied, he did not intend to enter again into the provisions of the Bill which they had read a second time that day fortnight, on the motion of the Honorable Member of Council opposite (Mr. Beadon). It seemed to him that in the observations which the Honorable Member for Bengal had made to-day on that Bill, he was a little out of order. He (Mr. Harrington) regarded that Bill as having passed for a time out of that chamber into another room, though after an interval it would no doubt come before them again. He had voted for the second reading of the Bill brought in by the Honorable Member of Council opposite (Mr. Beadon), without binding himself in any way to the principle of the Bill, on the understanding that it was not to be published at once but was to be referred to a Select Committee for report. He was quite willing to vote for the second reading of the Bill brought in by the Honorable Member for Bengal on the same understanding, and he trusted that the Honorable

Member would adopt the suggestion which had been made, and allow his Bill to be referred to the same Committee to which the other Bill had been sent. In speaking on the Bill introduced by the Honorable Member of Council (Mr. Beadon), he said he very much questioned whether the country really required either of the two Bills now before the Council, and, after carefully considering the subject during the interval that had since elapsed, he continued of opinion that neither Bill was wanted. He thought they had quite law enough for the enforcement of contracts. He would refer particularly to the new Code of Civil Procedure, one of the Sections of which authorized the immediate imprisonment of a party who failed to fulfil a contract into which he had entered, and his detention in jail until he agreed to perform his contract, or so long as the Court pleased to keep him there. What more was required than this? and would the Bill of the Honorable Member of Council opposite (Mr. Beadon) do more? But it was objected that some procedure more summary and expeditious than that of a Civil Court was required. He thought that those who made this objection could not properly have studied the provisions of the new Procedure Code. He believed it to be impossible for the procedure of any Court to be more speedy or summary. The Honorable Member for Bengal had shown them that whatever was the character of the Court which tried these contract cases, there must be a plaint or petition of complaint; he had shown them that some process must be issued for getting the accused person before the Court; he had shown them that witnesses must be summoned and their evidence taken, and he had shown them that there must be deliberation upon the evidence to be followed by a judgment. Now he (Mr. Harington) contended that all this might be done, all these stages of the case might be gone through, as rapidly in any Civil Court under the new Code of Civil Procedure, as in any Criminal Court under any Code of Criminal Procedure.

Mr. Harington

He believed that the Honorable Member of Council on his left (Sir Bartle Frere) was in error in what he had stated as to the conclusion to be arrived at from the Report of the Indigo Commission. He said if that report proved any one thing more than another it was that reforms were required in the Police, in Criminal Justice, and in the Civil law. Now he (Mr. Harington) found no complaint of the Civil law in the Report of the Indigo Commission, nor any proposition to alter it. To the excellence of the new Code of Civil Procedure the Commissioners bore important testimony. They compared it to the Procedure of the Small Cause Courts, than which nothing could be more summary or simple. What was really required were competent Courts—Courts presided over by competent Judges, in whose decisions the public would have confidence. If such Courts were established, they might get rid of the repeated appeals of the present system, of which such loud complaints were made. Some time ago he remarked to the Council that what the country wanted was rest. He would make the same remark now, with this addition, that rest from this over-legislation was what the country required. He repeated they had law enough, they wanted competent Courts to administer the law they had. So convinced was he of this, that in September or October last, when he saw what was going on in the Indigo Districts, he again brought before the Council the Bill introduced by him for establishing Courts of Small Causes in the Mofussil, which circumstances had almost led him to abandon altogether; but although that Bill had passed into law, it was with great regret he observed that little if any thing had as yet been done to give effect to it. He was informed that financial considerations had interfered to prevent the Bill from being carried out in the manner contemplated by him. No doubt an economical administration of the public revenues was highly necessary at the present time, but he was quite satisfied that Courts such as he wished to see

established, whatever might be their cost, would prove true economy in the end. He thought he saw a disposition to dwarf down the Act introduced by him, but he hoped this would not be permitted by the Council. He feared that if they did not take care, all that they would get would be the existing Courts under a different name and exercising larger powers. This was not what he contemplated when he brought in his Bill. He desired to see Courts of Small Causes presided over by English, Irish, and Scotch Barristers, care of course being taken that the gentlemen selected had a competent knowledge of the Native Languages. Courts so constituted would, he believed, give satisfaction alike to the Indigo Planter and to the Indigo Ryot. All classes would have confidence in them. He believed that had such Courts been established long ago, they would not have been called upon to consider either the Bill of the Honorable Member of Council opposite (Mr. Beadon) or the Bill now before them.

MR. LAING said, he considered it necessary to say a few words in consequence of the speech of the Honorable Member for the North-Western Provinces. It must not be supposed that the views of the Government were as vague upon this important question as those of his Honorable friend, which apparently led him to speak against and vote for any measure that was proposed. His Honorable friend's argument was that no new law was needed, as all that was requisite in the shape of legislation had already been done, and from these premises his Honorable friend's conclusion was to vote for both Bills and refer them to the same Committee. Had the Bill of the Honorable Member for Bengal embodied the same principles as his speech, nothing on earth would have induced him (Mr. Laing) to abstain from voting against it. The Government would not consent to treat as an open question the great principle which was asserted on Saturday week in this Council by a large majority. That principle was that breaches of contracts, where there had been an intentional

and wilful default, were to be considered as fraudulent, and punished criminally. The great difference which the Honorable Member for Bengal had entirely overlooked was that between the voluntary or involuntary failure to carry out a contract. If the failure was involuntary, no one disputed that it was a case for pecuniary adjustment by a Civil action.

In the famous case of specific performance of a contract in the Merchant of Venice, why did our sympathies go so strongly with Antonio? Because the failure was involuntary—his Argosy had been lost at sea. But suppose that, instead of being lost at sea, the failure had arisen because Antonio, after contracting with Shylock, had sold the cargo to some one else who had tempted him by a higher offer to break with the Jew, it was by no means clear that Portia's judgment would have given us equal satisfaction. The fact was that, where the moral sense said there was fraud, the law ought to punish criminally.

He quite agreed with the Honorable gentleman that we could not exaggerate the importance of making our laws express the moral sense of the community. The political action of a Government ought to reflect the enlightened public opinion of the nation, so ought its laws and the administration of justice to give expression to its moral sense. Now the moral sense clearly drew a line of distinction between a man whose failure to perform his contract arose from an intentional act and a man whose failure was quite involuntary. If any person were to sell him (Mr. Laing) a cargo of iron, and the ship were lost, that would clearly be a case for pecuniary adjustment, and would be fully met by paying the full market price of the iron. But if the iron were not delivered, because the person chose to sell it to another party at a higher price, leaving him (Mr. Laing) in the lurch, there would be fraud in the transaction which deserved punishment. Whether that punishment should be by fine or by imprisonment, was a question of practical discretion, turning on the nature

and magnitude of the contract, the facilities for enforcing it, and other circumstances, the essential thing being that the fraud should not go unpunished. If fraud escaped punishment owing either to the mistaken lenity of the law, or to its cumbrous and imperfect application, a premium was held out to dishonesty and a grievous wrong done to the honest portion of the community. He would ask for no better illustration than the case put by his Honorable friend as to the ryot who had 15 beegahs of land and cultivated only one beegah with Indigo, while the other 14 beegahs were devoted to the cultivation of rice. The Honorable Member said how hard it would be to compel the man to sow his one beegah with Indigo, whilst by doing so the other 14 might be neglected. He (Mr. Laing) would join issue on that point with his Honorable friend, and say without hesitation that it was, what he had called the other day, a spurious sentimentality which would protect that man in doing what was dishonest. If the man wanted to grow his rice, let him keep clear of Indigo cultivation. But if he voluntarily entered into a contract for Indigo cultivation with his eyes open, and afterwards broke it because he found that rice paid better, he (Mr. Laing) must say that that man had committed a fraud, and that punishment ought to be brought home to him in a summary manner, so as to teach him for the future that honesty was the best policy, and to deter others from following his example.

The Honorable Member then said that we gained nothing by the Bill of his Honorable friend (Mr. Beadon), as, whether the proceeding were Civil or Criminal, in each case the party must be summoned and witnesses heard; and he added that, if he (Mr. Laing) had had any practical experience of the administration of justice, he would know that there was little difference between a Civil and a Criminal suit. His experience had been sufficient to teach him this: that if a cabman—to use the illustration of his Honorable friend opposite (Sir Bartle Frere)—

Mr. Laing

broke his contract, you could take him to the nearest Police Magistrate and have him smartly punished in perhaps half an hour; while if your remedy had been, as the Honorable Member for Bengal proposed, by suit for specific performance and Civil action for damages, in the good old days of Lord Eldon you would have been half a century, instead of half an hour, in getting a judgment; and even now with the improvements in the law, you would probably get your injunction, ordering the cabman to drive you to Euston Station, somewhere about 12 months after the train had started, which it had been important for you to catch.

The common case of small contracts for agricultural produce bore the closest analogy to that of the cabman. Failure to perform the contract arose generally from wilful default; it was attended with loss and inconvenience not easily measured by any sum of money which the party making the contract was at all likely to be able to pay; the remedy by a Civil action was, from its expense and delay and the position of the party sued, quite illusory. Therefore, the law most properly provided a summary remedy in a Criminal Court.

This principle the Government would not depart from, or in any way compromise; but if the Bill of the Honorable Member for Bengal could be so amended in Committee as to provide, in addition to this Criminal remedy, a better Civil remedy in cases which did not come within the definition of Criminal cases, he had no objection to it. On the contrary, he should like to see the Civil remedy much more simple and stringent in the class of cases which, from the magnitude of the amount or the length or date of the contract, were not included in the Bill of his Honorable friend (Mr. Beadon). For this reason he should not oppose the second reading of the Bill, though he dissented from almost every word of the speech by which it had been introduced.

Mr. SCONCE said, he had no objection to adopt the suggestion which had been made, to refer this Bill to the

same Select Committee which had been appointed to consider and report upon the other Bill. He was sensible that the Council might justly object to entertain and sanction both Bills as if they were independent of each other. He believed that his own object in bringing in this Bill had been sufficiently stated. He wished to adhere to what he conceived the better principle of legislation. He would not now again enter into that matter. He only wished to refer briefly to the remarks of the Honorable and learned Vice-President on that portion of the present Bill which provided for the registration of contracts. First, he would repeat what he had already intimated, that he was not prepared himself to advocate compulsory registration. He did not think that it would tend to the general advantage. But it seemed to be universally felt, especially at this time, that some steps should be taken and some scheme devised to attach validity to agricultural contracts, and furnish some assurance that instruments executed in some parts of the country, in such great numbers, represented true and genuine transactions. The object of this Bill therefore was to empower the Government to appoint Registrars in Agricultural Districts, according to the wants of the public. It was left open to the Government to appoint a Registrar in any part of a district where the registry of contracts might be felt to be advantageous and was desired by the parties to such transactions; and, further, he felt that, if we provided a special facility for registering those contracts, we should, at the same time, secure some reasonable proof that the recited advances had been received and that the contracts had been executed.

As to the details of the several Sections, he would not now further allude to them. He would only repeat that, if the Council should think fit to pass the Bill for a second reading, he was willing to adopt the suggestion of the Honorable Member of Government (Mr. Beadon), of referring it to the same Committee and upon the same footing as his own Bill had been referred.

The question being put, the Council divided—

Ayes 8.
 Sir Charles Jackson.
 Mr. Erskine.
 Mr. Sconce.
 Mr. Forbes.
 Mr. Harington.
 Mr. Laing.
 Mr. Beadon.
 Sir Bartle Frere.

Noes 2.
 Sir Robert Napier.
 The Vice-President.

So the Motion was carried and the Bill read a second time.

Mr. SCONCE then moved that the Bill be referred to the Select Committee on the Bill "to provide for the punishment of breach of contract for the cultivation, production, gathering, provision, manufacture, carriage, and delivery of agricultural produce," with an instruction to submit a preliminary Report.

Agreed to.

SUGAR DUTY (NORTH-WESTERN PROVINCES.)

Mr. HARRINGTON moved the second reading of the Bill "to amend Act XIV of 1843 (for regulating the Customs Duties in the North-Western Provinces.)"

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

CRIMINAL PROCEDURE.

Mr. HARRINGTON moved that the Bill "for simplifying the Procedure of the Courts of Criminal Judicature not established by Royal Charter" be re-committed to a Committee of the whole Council with a view to consider the amendments which had been proposed by the Select Committee.

Agreed to.

Chapter I consisted of definitions.

The two following Clauses, taken from the Penal Code, were introduced after the definition of British India, on the Motion of Mr. HARRINGTON:—

"The words 'Special Law' shall denote a law applicable to a particular subject.

The words 'Local Law' shall denote a law applicable only to a particular part of British India."

The Clerk of the Council was instructed to number the several Clauses in this Chapter as separate Sections.

The Clause defining "Courts of Session" gave rise to some conversation.

The further consideration of the Bill was ultimately postponed, so as to allow the Members for Bombay and Madras to enquire of their respective Governments by telegram as to the expediency of dispensing with the Assistant Sessions Judges in the former Presidency, and with the Subordinate Criminal Courts and the Courts of the Principal Sudder Ameen in the latter.

SUGAR DUTY (NORTH-WESTERN PROVINCES.)

MR. HARRINGTON moved that the Bill "to amend Act XIV of 1843 (for regulating the Customs Duties in the North-Western Provinces)" be referred to a Select Committee consisting of Mr. Laing, Mr. Erskine, and the Mover.

Agreed to.

MR. HARRINGTON said that as it was important that this Bill should be passed into law as soon as possible, he begged to move for the suspension of the Standing Orders with a view to his moving an instruction to the Select Committee which had just been appointed, to submit their report within four weeks.

MR. LAING seconded the motion, which was put and carried.

MR. HARRINGTON then moved an instruction to the above effect.

Agreed to.

RECOVERY OF RENTS (BENGAL.)

MR. SCONCE moved that the Bill "to amend Act X of 1859 (to amend the law relating to the recovery of rent in the Presidency of Fort William in Bengal)" be referred to a Select Committee consisting of Mr. Beadon, Mr. Harrington, and the Mover.

Agreed to.

The Council adjourned.

Saturday, April 6, 1861.

PRESENT :

The Hon'ble the Chief Justice, *Vice-President*,
in the Chair.

Hon'ble Sir H. B. E. Frere,	A. Sconce, Esq.,
Hon'ble C. Beadon,	C. J. Erskine, Esq.,
Hon'ble S. Laing,	and
H. B. Harrington, Esq.,	Hon'ble Sir C. R. M. Jackson.
H. Forbes, Esq.,	

PUBLIC CONVEYANCES.

THE CLERK presented to the Council a Petition signed by 801 Inhabitants of Calcutta and its Suburbs, regarding the Bill "for regulating Public Conveyances in the Towns of Calcutta, Madras, and Bombay, and the several stations of the Settlement of Prince of Wales' Island, Singapore, and Malacca."

MR. SCONCE moved that the Petition be printed and referred to the Select Committee on the Bill.

Agreed to.

BREACH OF CONTRACT.

THE CLERK presented a Petition signed by 207 Ryots, Inhabitants of Nuddea, Jessore, Pubna, and Moorshedabad, against the Bill "to provide for the punishment of Breach of Contract for the cultivation, production, gathering, provision, manufacture, carriage, and delivery of agricultural produce."

MR. BEADON moved that the Petition be printed and referred to the Select Committee on the Bill.

Agreed to.

THE CLERK presented a similar Petition signed by 28 Ryots, Inhabitants of Nuddea, Jessore, Pubna, and Moorshedabad against the same Bill.

MR. BEADON moved that the Petition be printed and referred to the Select Committee on the Bill.

Agreed to.

THE CLERK reported to the Council that he had under the 27th Standing Order certified on the back of a Petition signed by 624 Ryots and Mahajuns of Kishennuggur, Pubna, Moorshedabad, and Jessore, in the Province of Bengal, relative to the same Bill,