

Although we have not heretofore adverted to the operations of the Commissioner in the ancient settlement of Malacca, we have nevertheless had our eyes turned upon his proceedings in that quarter; and, knowing the nature of the Government's proprietary in the soil, we were curious to see what he was going to do with the lands there, and in what manner Act X. of 1837 would be brought to bear upon the Malay ryots of our peninsular territory. We saw indeed from the first that some change was in contemplation—that it could not be for nothing that Mr. Assistant Commissioner WESTERHOUT was surveying here, and measuring there—coaxing in one quarter, threatening in another—now killing the fatted calf to reward the seeming compliance of some supple banghooloo—now denouncing the vengeance of government against some more sturdy recusant; and, attaching due weight to that love of uniform legislation prevalent among the governments of modern days, we shrewdly conjectured that it was intended to introduce at Malacca the self-same system of leases which is now in operation here. We were not mistaken—uniformity is the order of the day—the twenty-five years lease system is intended to take effect at Malacca, and an Indent has been sent in by the local authorities there, for no less than 20,000 printed forms of leases, which it appears the Malays are expected to sign; and thus to shew themselves simple enough to relinquish their indisputable right to the perpetual occupation of lands, which have been in many of their families for generations, by the payment of one-tenth of the produce; in exchange for a pittry lease, of twenty years duration, under an annually increasing rent, upon the expiry of which their title to further occupancy is at an end, and they are liable to be turned off the land, unless they submit to pay whatever rent may then be demanded of them! Men may sometimes be bullied, cajoled or deluded, into almost any act of folly, even when opposed to the strong principle of self-interest—but no one can believe that people in the fair and free use of their

senses would voluntarily consent to embrace such a proposal as that mentioned—to accept shadow for substance—for certain it is that the government possesses no lawful authority to establish this system at Malacca, and convert the Malay proprietors, for such they almost virtually are, into something but little better than mere tenants at will—and that the rejection or acceptance of such terms is solely and entirely at the option of the Malays themselves. This we proceed without further preface to shew.

When in pursuance of the Treaty of 1824, Malacca was transferred from the Dutch to the British government in April 1825, it was found that we possessed scarce an acre of land in our new territory, including an area of about 1,000 square miles, and that the whole of this extensive tract was vested in the descendants of the old Dutch and Portuguese colonists, and a few native families; having been regularly granted by deed, when Malacca was a possession of Holland. The lands were granted in fee-simple; but by a standing law of Holland, the landholders were precluded from levying more than a tenth part of the produce from the native occupants, whether such produce were the spontaneous growth of the soil, collected by them, or was raised by cultivation. The landholder had of course the right to cultivate the soil himself; and if a cultivator under him wished to sell his ground, the landholder had the right a pre-emption—but in no case was he authorised to demand or levy more than a tithe of the produce. It was only in 1828 that these lands passed into the possession of government; the landholders having then respectively agreed to transfer their rights, in consideration of a fixed annual income being paid to them, and their heirs &c. so long as the settlement continued under the British flag, subject to a proviso that, in the event of Malacca being afterwards transferred to any other Power, Government was to reinstate the landholders their heirs, &c. in possession as formerly. We have now

before us a copy of one of these deeds of transfer, by which government acquired its present rights; and nothing can be more clear from it than that they possess no rights or privileges beyond those of levying the tenth, and the other privileges above mentioned, and that such was well understood by them to be the only rights they come into possession of by their contract with the landholders. After setting out the proprietor's title to the lands transferred, the deed goes on to say; "Whereas the said Johannes stands possessed of the right of levying from the Tenants, on all the lands stated in the said documents one tenth of the produce of the said lands on the terms and conditions therein provided" &c. Again, the covenant for payment by the government of the stipulated income to the landholders is in these terms: "It is mutually covenanted and agreed that the payment of the instalment provided for, shall commence on the first of July next, from which day the right of levying the one tenth of the produce of the lands, as well as all other privileges benefits rights and emoluments shall be vested in the government" &c. These "other privileges benefits rights and emoluments," can include of course only rights which were possessed by those under whom the government was to hold—and among them there never was to be found the privilege of converting the tenant's interest in the soil, comprising a right of occupancy in perpetuity as long as he continued to pay the tenth, into the profits and advantages appertaining to the situation of a lessee for a term of twenty years!—The average rent during that period may be much less than the tenth for which it is proposed to be commuted—but what a barren and pitiful recompense is that for the interests required to be surrendered? The new leases, so many thousands of which have been indented for, contain provisos that in default of payment of rent, the government may levy the arrears by the seizure and sale of such goods and effects as may be found on the land; and that, if these are not sufficient, the land is liable to resumption without any process or form of law. Under the old fashioned system which this is proposed to substitute, the tenant is never disturbed by fears of rent day—he has not to pay a stipulated rent whether his crop be good or bad, but only a tenth of what he raises—nor, should he suspend his cultivation for a season, does rent become due—Should he abandon one kind of cultivation on his lands to try another, of which the fruits may be deferred for years, he has still no rent to pay,—the landlord must wait until he begin to gather in the fruits before any tithe is to be forthcoming. This is a system well adapted to the temper and habits of Malays—the other, not at all—even if the limited term of the lease be put altogether out of the question, and which most assuredly is the greatest disadvantage of all.—This is the point on which the Malays are standing out—they ask very naturally—"Whom does the land go to after the twenty years are over?—there are some of us, old men, who were born on the lands which we now occupy, this was the custom of our *neneh mayehg* (ancestors) and we don't like to give it over to the Company, so that our children can't live there after us."—This indeed is much more than they require to say—they have no need to answer further to any proposal made to them to comply with the new system, than "we don't like it and prefer things to remain as they are." The Government has no authority to compel them to embrace it; and they will only be sacrificing their own interests if they permit themselves to be influenced either by menace or persuasion. One would imagine from the local government at Malacca indenting for such a multitude of printed leases, either that no opposition had been made by the Malays to the new system, or that it had entirely

ceased—and that every man of them was ready to subscribe his sign manual to a document, which was to take away from him so much, and to give him so little in return. We have assurances however to the contrary. Notwithstanding all the means taken to entice them into compliance—despite of sweet words and fair promises when these were thought sufficient, and something more than expostulation when strong words were deemed necessary—and albeit that the savour of the flesh of buffalo calves is grateful to the palate of a Malay—there does exist, and reason is there should, a very decided and very general spirit of opposition to the measure among the Malays—so much so that we rather imagine a very small percentage of the twenty thousand leases will by fair means ever be subscribed. We feel confident that not one of them would receive signature, were all the Malays as intelligent, and (from a knowledge of their rights) as independent in their resistance, as some of those who have refused to accede to the required abandonment of their just and (whatever they may have lately been sometimes told to the contrary) their well-secured privileges, if they only remain true to themselves. It was usual enough among the original proprietors who ceded their rights to government, instead of taking upon themselves the active personal management of their large estates, to farm out the right of levying the tenth &c. to third parties. When the landholder's right had thus temporarily passed into other hands, did they therefore receive an extension which would enable their possessor to impose upon the Malay occupants such terms as those now proposed by the government? Had such a thing been attempted, it would have been met with the most general and marked resistance, and openly avowed opposition. The same resistance which they would in such an event have made to the attempt of a private individual, the Malay cultivators may now make to the innovation which government is endeavouring to introduce in their ancient and well established rights. What a private farmer of the privilege of levying the tenth could not do, the government who are precisely in the situation of farmers of that privilege, has no right to do. The Malays will come to feel all this before the new leases are printed off, we dare to say—and that may suffice to prevent their doing so much prejudice to their own interests as to sign them—whatever may have been the pledges or promises which any of them may have been induced to give. As for ourselves, we must needs say that we think it anything but commendable for fairness or honesty on the part of the government (for we suppose, as he has not yet originated any thing that we have heard tell of, that it is not the Commissioner's own act) to endeavour to impose upon the Malacca cultivators a system so confessedly injudicious and impolitic.—They have not for any such proceeding the same excuse as they have here—that the Court of Directors would not extend the leases beyond a given period—for in Malacca the rights of the Malay cultivators do not depend upon the Court of Directors, and these rights the government is now endeavouring to overturn, in order to make way for a system, for the introduction of which here they excused themselves on the ground that it was the best which the instructions of the Court of Directors would admit of!

There is one other point of view in which the measure in question may be considered. The government tenure of the Malacca lands is only conditional—they are to be restored to the former proprietors, should the settlement be transferred to any other power and this contingency is not impossible.—Are the government then justified, or have they a lawful right, to introduce a system relative to the lands thus held by them, which is a departure from that so long established in the settlement, and which by its injurious operation upon the native cultivators, may be prejudicial to the interests of the future landholders.