

REPORT

ON THE

TERRITORIES CONQUERED FROM THE PAISHWA

SUBMITTED TO THE SUPREME GOVERNMENT
OF BRITISH INDIA

BY THE

HONBLE MOUNTSTUART ELPHINSTONE,

COMMISSIONER.

SECOND EDITION.

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APPENDIX.

TRANSLATIONS of a deed of purchase executed in the year Shue 1726 Rucklakshee, on Pouch Vud Pritty Pudda, between Jannojee Bin Dutojee, Patail, Cuddum of the village of Gaivee, in the Purgunnah of Phultan; and Beemajee Bin Assajee, Patail Yadoay, the Muccadum (or Chief Patail) of the village of Jeeregaum, in the Patas Turuf of the Praunt of Poona, sui 1214 Hej.

The reason of this deed of purchase being executed is, that the Muccadum (or chiefship) of the above-mentioned village, Jeeregaumi, being exclusively mine, and that as there has been a severe famine in the land the whole of this year, and many have died for want of food, and as I also find myself reduced to the last extremity, from an absolute want of every kind of sustenance, or means of procuring it, excepting by disposing of my Wuttun (hereditary office and lands, perhaps) and Suice; if I were not to dispose of some of it, I should die, and the whole world would be lost to me, I have resolved to save my life by dividing my Wuttun Writtee, and admitting partner to its engagement.

With this fixed design I have come to you, and fallen on your neck, begging that you will preserve my life during the continuance of the famine, and that, in consideration of your doing so, you will accept a half of the rights of my Muccadumee, while I retain the other half.

Thus petitioning and speaking to you, in the strongest manner you have consented, and I now execute this agreement, to testify my voluntary relinquishment in your favor of half my rights or sole Muccadumee of the above-mentioned village, and that, in consideration thereof, I have before witnesses accepted and received seven hundred and one rupees. You have thus preserved the lives of my family, and we shall henceforward jointly enjoy all rights (Thug), dignity (Maunpaun), &c., according to the undermentioned detail.

First. HUGDAREE, or RIGHTS and PERQUISITES:

1st. GOOGREE. Two maunds, at the rate of 16 puheelas per maund on each cultivated Chahoor of land. Half this grain or half its value shall be yours, and half mine.

2nd. BHAI. Jumma on the annual present from the Sircar, on settling the Jumma, amounting to 25 Rupees, shall be one half yours and one half mine.

3rd. PALBARRA. For every Chahoor of cultivated land I am entitled (at the reaping season) to an hundred bundles of the grain produced ; half of this shall be yours, and half mine.

4th. HOORDA NIMBOOR. The half of what I receive from each field on these accounts shall be yours, and half mine.

Remark. Hoorda is unripe Joarry, which it is considered pleasant to eat roasted : the quantity received by the Patail from each field is from one to two puheelas. Nimboor is unripe Bajerry taken for the same purpose.

5th. MULEATEEN. For products of the earth from irrigation you shall receive half of these products, and of all new similar products which come to my share.

Remark. This Thug is very uncertain, it relates chiefly to vegetables and garden products.

6th. RALIDASEECHA WOTTOL. Half shall be yours, and half mine.

Remark. This is a small exaction, of from one to two annas, taken from travellers who stop at the village. It is distinct from Jaglee, or what is paid to the Ramoossees of the village for keeping watch at night over travellers' property.

7th. SHEVEDEER. Teliachee (rights from the oilman) ; half shall be yours, and half mine.

Remark. There is a considerable quantity of oil produced in the Deccan from plants sown annually, and cultivated in fields, either singly, or mixed with grain ; the most common plants of this kind are the Til, the Imvus, the Kareel, Amborey, Kusde, and Moore. The Patails, in some places, send round every evening for oil, when each oilman puts alike in the dish. Others receive their quota monthly, and others annually.

8th. KOOSHTEECHE MAZ (weavers' looms). We shall each have half.

Remark. Each loom pays, at the end of the year, one cloth of the description of cloths woven on it. A Kooshtee is a weaver of bands of a cloth, which answers the purpose of a Sarhee, of Puchoras, and sometimes of Sarhees. Besides Kooshtees, there are other kinds of village weavers, Jains, Salecs, Dhungurs, (who are also shepherds,) and Momins : the last are Mahomedans.

9th. DHUNGURCHE MAG (woollen weavers' looms). Half shall be yours, and half mine.

10th. MOH TURUPA. What is received on market-days, or fairs, from shopkeepers, Banians, &c.; such as tobacco, Sopary, Nagveella, Paun, Gor, &c.

11th. BAPROTTEE ZUMEEN (Miras land). 19 Rookas of this land, you shall have half; that is, eight Rookas in one place, and a Rooka and a half in another place which contains a Well, the whole of which I give up to you. I retain the other half of the land.

12th. I have a Well in one Rooka of ground appropriated for the growth of vegetables; half shall be yours, and half shall remain mine.

13th. You shall have half my tenement to reside in.

14. Attached to the Muccadumee, or Patailship, there are Enam lands to the extent of half a Chahoor, or six Rookas. You shall enjoy half of this, while I retain the other half.

15th. The village Mars who perform service for me, shall also do yours.

16. Close to the village I have three Rookas of land, one and a half Rooka shall be yours, and the rest continue to be mine. But besides this, there is a quantity of land without tenants or labourers, and which belongs to the village. You shall take half of this land, while I retain the other half.

Remark The meaning of the latter sentence is, perhaps, that they should enjoy an equal title to the disposal, or, if it may be termed, to the patronage of the land, because there is always a small fee received by the Patails who let out, or sell the occupied fields of the village. This passage, however, argues strongly the right of the Patails to the disposal of all lands not possessed by the Government, as "Sheyree and Keacum" lands.

Second. MAUNPAUN, DIGNITY and PRECEDENCE.

1st. TUSHREEFF. (The annual Government present on the full payment of the revenues.) We shall receive Tushreef year and year about.

2nd. On the festival of the Holi, it will be customary for both to bake bread. The musical instrument players shall come to my house first, and go playing before me till I arrive at your house, when we shall both set out; my bread being carried on the right of your bread, and on arriving at the place of worship (a tree) I shall tie up yours under it. We shall then together equally go through the worship and the rest of the ceremony conjointly and at the same time.

3rd. On the occasion of Shesalshet (a ceremony which occurs on the Shustee, or 6th, the day after Nagpunchumee,) we shall both

make an image of Shesalshet (a Raja who reigned 2 Ghurrees), and together carry the images, after our women have danced round each, to the well or tank, and throw them into it at the same time instant. Your Shesalshet shall go in procession on the left of mine.

4th On the Polse Amauass, the bullocks of both shall set out at the same time,—yours on the left, and mine on the right,—and in this way, the one equal with the other, they shall be walked in procession round Hanuman; but the music shall precede my bullocks home, while yours remain until it returns, when you shall bring your bullocks home with music also.

5th On marriages and Pats I shall first receive Beera, Til, (Paun Sopary, and a mark on the forehead,) and then you; on like occasion the Candwa (a large, round sweet cake) shall be equally shared by us.

6th. We shall worship, not all the old Gods, but all the new ones that may be set up together, and not before, or after each other.

7th. The heads of all goats sacrificed to any of the Gods, which before were wholly mine, shall now be half of each head yours.

Remark. Hanuman is never offered the sacrifice of an animal to Bhowanny, Cundoobha, and Bheeroobha, such sacrifices are acceptable; the carcass of the goat is eaten by the owner of the goat and his friends.

8th. On the full moon (of Magh) I shall receive a goat, and then you shall receive one.

9th. We shall be entitled to a pair of shoes from the Chummar once a year.

10th. The village Derhs, on festivals and great occasions, shall give us both a piece of firewood, but mine shall be given first.

11th. On Kewl Putturs my name shall be written uppermost, then yours, and below only one Plough (plough is the signature of a cultivator).

12th. We shall each have a goat on the Dussara, and their value will be put in the village expenses.

13th On the Dewally, &c, the pipers shall play at my door first, and then at yours.

14th. We shall make the Dussara Pooja together.

15th. Invitations to marriages, &c., shall be first given to me.

16th. The Shella given on Pats (marriages of widows, or rather contracts answering the chief end of marriages) is to be shared between us.

17th. The present of the Dhunzurs from their flocks shall be equally shared by us.

18th. Half the Gor and Til given on the Sunkerrant shall be yours, and half mine. In this manner you and I, &c. (confirming the rights transferred to all futurity).

Then the witnesses' names.

Remark. A confirmation of this deed was granted by former Governments, and the copy of the deed, above translated, was found among the records.

(Signed) H. D. ROBERTSON

Extract of a letter, dated the 9th March 1813, from Captain ROBERTSON, Provisional Collector at Poona, to the Honourable M. ELPHINSTONE.

On the nature of the tenures by which the land is held by the Deccan Coonbees, my enquiries have been more successful. The general divisions of husbandmen are two—Thulkurrees, or men who cultivate their own fields; and Coolwarrees or Oopurees, men who labour on lands not their own. The Thulkurree's tenure is uniform the occupancy of the Coolwarree is of different kinds.

The Thulkurree is also called a Mirasdar. Thul signifies a field, and perhaps the literal meaning of Thulkurree is a man belonging to, or who labours in, a field. The term Mirasdar is more expressive of the actual condition of the Thulkurree; Meeras signifying patrimony, heritage, succession. But whatever arguments could be adduced against the word Thulkurree or Mirasdar, as definitive of the condition of the person known by these appellations, there can be no doubt entertained of what that condition really is, for he is considered, and acknowledged by the Government, to have the property of the lands he cultivates. I am yet uninformed, and perhaps it may never be clearly established, at what period the Deccan landlords acquired their rights to the property of the soil, by purchasing it from the Government, or the village, or whether it has always been inherent to them, and that the Government has either usurped their rights in some instances, or broken through a custom of allowing lands laying waste from a deficiency of population afterwards to become the inheritance of the multiplying descendants of the original number of land proprietors.

The Deccan landlord is proud of his situation, and is envied among his brethren, who are the cultivators of lands not their own: their feeling of attachment to their fields is remarkably keen; and no consideration, but the utmost pecuniary distress, will induce them

to abandon their rights of proprietorship. These rights are either inherited or purchased; and it is a remarkable circumstance, that in the body of the deed of sale it is invariably usual to record that he who sells his lands has begged of him who buys them to become the purchaser. It would seem that this information is deemed requisite as a safe-guard to the buyer, in consequence of the known reluctance of all landlords to part with their lands, to show that no subterfuge was used to force or trick them from the original proprietor. I have the honor to enclose the translation of two deeds of sale of land. The first has been executed and acted on without any reference to the Government. The second has been secured to a confirmation, first on the part of the ruler during whose reign it was executed, and afterwards by his successor. When a Thulkurree dies without heirs, or leaves his native country to reside in another, his lands become the property of the village, unless the proprietor returns before thirty years

The lands of the Deccan villages are all measured, or supposed to be so. The village accounts are made up by accounting for the disposition of its lands. Every field has a name. The lands are appraised according to their quality of Ootum, first rate, Muddum, middling, and Kumist, or poor land. The Thulkurree pays land-rent to Government according to the extent and quality of his lands. This land-rent is supposed to admit of no increase.

The Coolwarree ought probably to be pronounced Cowlwarree, which would signify a person holding a Cowl or permission. The Coolwarree, whatever be the origin of his name, is in fact a farmer. He cultivated lands not his own, under different names, according to the nature of his agreement.

(A true Extract.)

*Translation of a Kureed Puttur, or Deed of Purchase, dated 1739
Shea Eshwar (Nam Sumwatsies Cheyteroud Treetea).*

To Pandooring Raw Ramchundur Bingej, of the village of Oonderee Turup Havelly Kiryat Mahawull, Pergunnah Poona, from Bheyjee, the Son of Mahadajee, and Madojee, the Son of Jugojee Cassid, of the same village. Sooma Sein Suba Asper, Meya Thein Un Alif, 1226 Fuzulee.

A deed of purchase is executed to this effect, for this reason, that, inasmuch as we formerly received from you 917 Rupees on account of six Rookas of the Thul field, called Gana, transferred to you along with the Well in mortgage for 27 years, and that at the end of the abovementioned period you, having received from the enjoyment of the land the value of your money, were to restore it to us; and that

as, at this time, $6\frac{1}{2}$ years of the period of the mortgage having expired $20\frac{1}{2}$ years still remain, and we are reduced to distress and to the chance of dying from want of food, we have now come to you, to fall on your neck, and to petition you, that as you have a right to our land for $20\frac{1}{2}$ years, and we are reduced to want, you will, in consequence of our joint desire, accept for ever of half,—namely, three Rookas of the land mortgaged to you, with half the Well,—on condition that you will immediately yield your title to the other half to us, making the price of the half we give you up, on a calculation of what we should have to pay, to redeem the whole six Rookas mortgaged for $20\frac{1}{2}$ years, Rupees 675

We therefore hereby give to you the land above-mentioned for 675 Rupees, the sum we may be said to owe you for the whole land mortgaged, and with its half the Well attached to it, and the western half of the tenement we possess, Tulkurees in the village, with whatever Walls there may be thereon, namely by—Huths in length from north to south, and 12 Huths in breadth from west to east. You are bound to preserve all the customs of the village, and to conform to particular customs heretofore established in respect to the land and rights now made yours; such as the payment of the Sircar's revenue, Puralapaun, &c., the rights of the Kulkurnee, and the Baloot of the Balooties; and you will enjoy, you and your sons, and your sons' sons, to future generations, the land above-mentioned; and on the ground, in the village given to you, you will build a place, what you please, and be undisturbed; and we engage to be answerable for any molestation given you by any of our friends or relations, so that you will sustain no injury. This deed of purchase, which we have written, is valid (Suhee,) dated the 16th of the month Jummadee-ool-akher.

Written out in the hand-writing of Gopaul Sidesheour of the abovementioned village.

WITNESSES.

The Muccadums of the said village Koosojee Bin Shokaje Patell Canwa, and Kundojee Bin Villojee Golay.

Bheyie Bin Kristdojee Panckur, of the same village, &c. &c. &c.

PLOUGHS.

(That is signature shaped so) Tumbuckjee Bin Essajee, the Carpenter. Janojee Bin Ramjuellorary, the Barber. Willojee Bin Bherjuthee, Goora Ramajee Bin Poonja, the Currier, &c. &c. &c.

(Signed) H. D. ROBERTSON,

Collector.

Translation of a Government Confirmation of the Deed of Purchase of Land.

To the Deshmookh and Despandy of the prount of Poona. Be it known that to you, Mahadajee Bin Nazojee and Namajee Bin Ansojee

Shejeoul, Ryots of the village of Wurkee Turuf Huvelly, there is an Enam-putter and Miras-putter given as follows. (Here is mentioned the year and date.)

You having come to Poona have represented that both your Grandfathers Rajjee, *alias* Ragoojee, and his younger brother Chahoojee, lived together in the year 1639, and that the Patells of the above-mentioned village having been reduced to distress, accepted from your said relations a sum of money, and voluntarily gave them a portion of their Enam land, measuring $1\frac{1}{2}$ Rookas and $7\frac{1}{2}$ Rookas of Miras land, and that having thus sold their lands a deed of purchase was executed in the name of Rajjee, *alias* Ragoojee, to the following purport.

(Here follows a deed of purchase similar to Enclosure No. 1.)

A deed of purchase of the above tenor having been executed was confirmed in the year Soorsun Meya Wa Alif by the deceased, Bajee Row Pundit Pradhan to your Grandfathers, at which time Suintajee's son Muckajee and Tuckagee Patell having been brought to the presence and asked what lands they had voluntarily transferred to your Grandfathers, stated as follows:—

1st.—Part of our Enam lands, to equal to $1\frac{1}{2}$ Rookas, viz. belonging to Muckajee Patail Rooka $\frac{1}{2}$
Ditto to Tuckajee do. Do. 1

Do. $1\frac{1}{2}$

2nd.—Part of Miras land—

1. Of the field called Soandur, containing 24 ... Rookas 6
2. Of the do. do. Coley Thul, containing 12 ... Do. $1\frac{1}{2}$

$7\frac{1}{2}$

And 3rd.—A part of our premises in the village, 45 Huths long and 40 broad.

Now you having brought a deed of purchase corresponding with the above statement, and having all produced a document executed by the deceased Bajee Row, confirming its validity, and as you are desirous that the present Government should also testify the same, it is hereby decreed that you and your sons and descendants shall enjoy in Enam and in Miras the lands, &c., according to the tenor of the confirmatory act of the late Bajee Row Pundit Pradhan, and that you shall continue to conform to the practices of the village, in regard to the lands you have acquired.

(Signed) H. D. ROBERTSON.

Extract of a letter dated the 22nd December 1813, from Captain BRIGGS, Political Agent in Candeeish, to the Honorable M. ELPHINSTONE.

The remainder of the province, and that part of Gungturry under my authority, appears to have undergone a similar survey in the time of Mullick Umber, the founder of Aurungabad, and the successor to the Government of the last of the Nizam Shahy Princes. As far as my enquiries have enabled me to learn, the assessment were pretty much the same as those of Acbar's, but the nature of the landed tenure was essentially different.

This Prince seems thoroughly to have comprehended the use of the soil to Government, by identifying the interest of the cultivator with its fertility. While Acbar considered the land the property of Government, Mullick Umber confirmed the right of cultivating certain fields to the Ryots; he made a considerable portion of the land private property; the lands of the village were considered the joint property of the township; the fallow land was the common for the pasture of the cattle; and the ploughed ground was either the property of individuals, or cultivated by tenants, who received a portion of the crops. It appears to have been a principle of his wise administration to encourage the possession of private landed property as a means of attaching their cultivators to their own soil, and making over in perpetuity to them what is only useful to Government, as long as they continued to remain on it. The farmer holding private land is called Wuttundar, or hereditary proprietor, and the mere cultivator is styled Oopry, and is a tenant at will. The whole of the village officers—such as the Patail, the Culcurnee, the barber, the washerman, the watchman, the carpenter, the smith, the goldsmith, the potter, the Jösee, astrologer, or schoolmaster, and the currier—had each his field assigned to him; his office and his land are both hereditary, and so far personal that both one and the other are saleable, or transferable by gift; these lands are free of taxes as a remuneration for the performance of their offices, and to ensure in each village, however small, one of these useful members of the community. The Mahars or Dehers, hereditary watchmen of each village, are those to whom boundary disputes are referred for settlement. These boundaries are marked by stones fixed in the ground, and beneath each stone is usually deposited an earthen pot full of charcoal. It is surprising how these landmarks are preserved long after villages are uninhabited, and so tenacious are landholders of their fields, that they will often cultivate them at the distance of three or four miles from the place they reside in, if their own village is deserted, rather than take up with new ground that may be near or more convenient, as mere

tenant. The Wuttundar, or Meerassy Ryot, holds his land of right; it is also hereditary, saleable, or transferable, and on the occasion of its alienation from the family, title deeds are made out, and witnessed not only by the village authorities, but the Dehsmook of the district, and several of the surrounding Patails are called on to be present at the transaction. The Wuttundars adhere to their lands and village in spite of oppression or cruelty, provided their landed tenure is not interfered with, and where we see half deserted villages we find on enquiry that the inhabitants who have deserted are for the most part what are termed Oopry Ryots, or tenants at will; this class differs only from Wuttundars by having no right to the soil they come and settle in the village, and are permitted by the Patail to cultivate a certain portion of land. If the soil has lain fallow, and requires to be broken up afresh, they only pay portions of the first assessment till the third or fourth year, when they ought to pay the full amount. The exactions on the agricultural classes under the late Government have been so heavy, that it was difficult to obtain tenants; but, in order to induce them to take farms, the assessments were made less than on the Wuttundars, or landed proprietors, although it is quite evident that the assessment from the latter is a land tax, while that from the former ought to be both a land tax and ground rent.

I shall do myself the honor at a future opportunity to transmit the assessment in detail as fixed by the Tunklea or by established custom on the different kinds of land.

The advantages of being an Oopry tenant are so great as to induce the Wuttundars frequently to allow their own fields to be fallow, and break up new ground, and rent it of the Sircar on the Oopry terms; but this is not allowed when the Mamlutdar, or the Government Officer, discovers it. If, on the contrary, the Oopry tenant paid more for the rent of his land, after a certain number of years' residence was allowed to become a Wuttutdar, on a reduced rate of taxation, it would then be an object for each Wuttundar to cultivate his own land, and for the Oopry tenant to cultivate the same field till by the extra rent he had in fact purchased his right to the soil. A third class of cultivators are those who have neither interest in the soil nor in the crops; those are labourers who receive, according to the price of provisions, four, five, or six rupees monthly. This number is very small, and is merely mentioned to include the whole of the classes composing the husbandmen.

Such are the various modes of cultivating and raising the ground rents, or taxes called Eyn Jumma; the assessment appears to have suffered no change within the last two centuries; and I am disposed to think that the system adopted by Mullic Umber, of making lands

over in perpetuity, is of great antiquity among the Hindoos, and was probably once uniformly adopted throughout India. Whenever the Eyn Jumma appears to have increased, it has been in consequence of additional cultivation, not of an increased rate of assessment, and nothing is more favorable to the extension and improvement of agriculture than a moderate but permanent tax, and an interest in the soil. The portion remaining to the cultivator should be such as to enable him to add indirectly to the wealth of the State. he should not only have the means of improving his field and taking in more ground, but he should have sufficient left to live in such a way as to encourage manufactures and trade, and thus become an indirect promoter of the revenue derived from the customs, as it must be evident, when there is no opulence in the people, there can be no source from whence revenue can be derived.

Extract of a letter dated the 15th January 1819, from Captain POTTINGER, Provisional Collector at Ahmednuggur, to the Honorable M. ELPHINSTONE

When a Patail wished to obtain Istawah for himself or any of the Ryots of his village he repaired to the Shaikdar, or (if near him) to the Kumavisdar, to whom he applied for the usual Kowl. An enquiry was then instituted into the nature of the soil, the number of years it had lain waste, the probable length of time it would require to bring it into complete cultivation, the number of bullocks that would be needed for each plough to till it, the facilities which the situation offered for irrigation, and the means which the cultivators had of availing themselves of this circumstance. As soon as all these points were ascertained, the soil was valued, with reference to any contiguous fields or village lands of a similar description, and the Kowls were then drawn out under the Kumavisdar's seal and given to the Patails, who handed them over to the Ryots, with an exhortation to avail themselves of the Sirkar's kindness, and to use their best exertions to profit by the terms he had obtained for them.

When the Kowl had thus been formally executed and delivered, the Ryot became virtually the owner of the field, or proportion of ground stated in it, because so long as he fulfilled the terms and paid his rents with regularity, he could not be deprived of the right of cultivation: but the moment he failed to do either of these, the Kumavisdar would dispossess him, and entrust his land to another on the same, or a different footing, as might seem necessary. This however, was a very harsh measure, and therefore scarcely ever resorted to. If it was found that a Ryot's ground had really been overvalued in the first instance, and that, with every wish to do so, he was

unable to pay his rent, the Kumavisdar might, on his own responsibility, where they had not been reported, relax in the terms; or if they had been brought to the notice of the Sir Soobah, it was usual to write to that officer, and get his leave to alter them.

When the period of an Istawah grant expired, the Ryot might, if he chose, cease to cultivate to the full extent of his ground, but by so doing he forfeited (as I have already stated) his claim to it in future, and the Patail, in concert with the Shaikdar's acting under permission from the Kumavisdar, was bound to find, if possible, another cultivator whose tenure was exactly that of his predecessor. On the other hand, if the Ryot was pleased with his lands, he had it in his power to secure them in his family as a *Merassee*, or hereditary possession, by simply agreeing to pay the rent of them, whether they were cultivated or not. The rent received by it to Government in this case is termed Sahra, and nothing short of utter poverty will prevent its being paid. A man will sell his house and bullocks, or clothes, and even bind himself to serve another, to ensure the payment of his Sahra, because it is honorable and respectable in the eyes of his neighbours to preserve his *Merassee* lands, and when he fails to pay his dues upon them, his ruin is considered as decided, and he becomes a bankrupt.

The preceding is a brief view of the practice observed in the just and flourishing periods of sovereignty of the Paishwas, but many of these regulations have been widely deviated from in latter times. *Merassee* lands have been seized from the lawful holders and transferred to relations and dependants of court favorites and partizans of great men. Kowls have been granted by Patails without the sanction of even a Shaikdar, and the consequences have been that their friends were favored whilst other Ryots were overburthened with demands to make up the deficiencies. Every succeeding year increased this evil, by reducing the number of ryots, some of whom fled, whilst others sold their cattle to pay their last year's rent and become servants of their more fortunate neighbour. The farmers and their agents, having no interest in the general prosperity of the country, did not take the trouble to investigate the motives and fairness of Kowls, and cared not whence the money came, provided they got as much as they expected from a village. The old revenue system ceased even to be thought of, and extortion took the place of a just realization of the revenue.

SIR,

(COPY.)

Dhoolia, 22nd June 1819.

In reply to your circular letter of the — instant regarding Meerassy lands, I have the honor to acquaint you that from all the

information I formerly obtained when making out my report on Candeish, and from more minute investigation lately acquired, it appears that Meerassy land is saleable only in the following Pergunnas, which are said to have formed part of Mullic Umber's dominions, viz. :—

Pergunna	Zeitapoor
„	Tilwan
„	Karolly
„	Kunnassy
„	Pintpla
„	Galna
„	Kutghur

In the remainder of the districts in Candeish, the Meerassy land is not saleable; it is not, however, considered Meeras, or inheritance, if a farmer has cultivated a field for many years, and it is considered as unjust to deprive him of it as long as he pays the Government tax, the only exception to this is in the instance of Enams, which are every where, I believe, saleable.

I have not been able to ascertain whether the land in Candeish was at any time Meerassy. It certainly has not been since the Mahomedan conquest in 1306, and there are no village records which come within three or four centuries of that period.

The prevalent opinion, which is supported by Hindoo laws and by history, is, that unclaimed land cleared by the subject is his inheritance, and that he should pay for the protection he received from the State one-sixth of the produce in ordinary times, and one-fourth in time of war.

The Mahomedans in their conquest considered themselves as masters of the persons and property of all infidels whom they subdued. The conquered possessed therefore nothing of right. It appears to me, they were employed to cultivate the land of the conquerors, and received half of the gross produce as wages, and to bear all the expenses of cultivation. As the Mahomedans became identified with the natives, some relaxations occasionally took place, but the hypothesis that the Government is the lord of the soil seems founded on the opinion that the conquered lose every thing but what is restored by the victor, and whenever the husbandman alone retains the half of the gross produce, it seems to me that he is rather the labourer than the tenant of Government, much less the proprietor of the soil.

The only Prince, which I know of, who promoted the sale of land, and the privileges of real proprietorship, was Mullic Umber.

and I imagine it will be found that these rights were under the last sovereigns of the Nizam Shahy Dynasty.

I have, &c.,

(Signed) JOHN BRIGGS,

Political Agent in Candeish

To the Honorable M. ELPHINSTONE, &c. &c. &c

Extract of a letter from Captain GRANT, Political Agent at Sattara, to the Honorable M. ELPHINSTONE, dated 17th August 1819.

The hereditary, or those termed such, are the Daishmook, Daishpandy, Nargounda, Desh Chougulla, Patail, Kulkurnee, and Chougulla.

It is not intended to enter on any definition of the duties of these in this report, where I shall merely confine myself by stating generally the claims which they have on the lands and revenues of the district.

Daishmook and Daishpandy are compound Shanscrit words, and the institution of the offices is accounted very ancient. They have been termed Zumindars by Mahomedans, a name which the modern Daishmooks and Daishpandies are ambitious of retaining, but I have seen nothing to prove their having ever been on the footing of Moghul Zumindars. The only officers, whose situation was nearly approaching the Zumindars of Bengal, were the Mokassdars of the Beejapoor State; but I have nothing very clear respecting them.

The claims of the hereditary officers, or Hugdars, in this district, partake of the intricacy and confusion in which the whole accounts are involved.

The Daishmook's Hug is very variable in Fultan Des; it is one-fourth of the whole revenue; in Kurar, it is a twentieth part of the arable land, and five per cent. on the land revenue. In Maunee perhaps nearly the same, but with a claim to one half of all fines levied within the district, which, however, has not been satisfactorily established. In Meerthuree it is the assigned Enam land, and a simple fixed money payment, which is paid wholly or in part. The Daishmook of Wae was the same as Kurar, but the Hug or Wutten, as the right is termed, was for a time attached by Shaow, the 4th Raja; the ready money Hug was then raised to 10 per cent., and when it was restored to the Pesal family, the extra 5 per cent. was not given to them, but it was continued on account of Government, under the head of Punchoutra, literally 5 per cent.

To this exaction, and an extra assessment of $2\frac{1}{2}$ per cent. on the Surdesmookee of Wae, may be ascribed the permanent extra assessment of $7\frac{1}{2}$ per cent. on Kurve, which has been already noticed.

The Daishpandy Hug is also not uniform ; it may be reckoned at one half of that of the Daishmook ; both commonly have claims upon the customs.

The Nargounda has also some claims on the customs , he has his Hug in Enam land, and 2 per cent. on the land revenue.

The Desh Chougla's pay is not general ; where it is acknowledged, he has Enam land, and a money payment from the Sadilwar.

Daishmooks and Daishpandies style themselves Zumindars, whilst Patails and Koolkurnees come under the general term of Wuttundars. The Patail has Enam land, Mushaira, a ready money payment on the Sadelwarred, an allowance for Serpow, and sometimes, though rarely, a share in the customs ; he also receives a contribution in kind from the ryots, termed Googree.

The Koolkurnee has also Enam lands, an assignment in money on the Sadelwar, besides Serpow allowance ; the grain payment made to the Koolkurnee is termed Mushaira.

The Chougulla has a smaller share in a similar manner.

The Balootay have land, and a Hug in kind, from the ryots.

In the Mahratta Country all inheritance goes by the name of Wuttun, and no one would willingly part with his Wuttun if much more than its intrinsic value were offered for it. The most serious distress is that of being compelled to sell one's Wuttun. The feeling is singularly strong, and is not easily understood or described ; the attachment to a house, a field, or garden, we can enter into, but Wuttun is sometimes merely the right to a few blades of Bajee from the vegetable sellers in the Bazar, which I have seen maintained with an eagerness, which did not proceed from its value, but from its being Wuttun. I have seen two women fight and tear each other in the streets of Sattara because the one had removed a loose stone from near the house of the other, which was part (said the enraged and aggrieved person) of my Wuttun. This feeling will be found universal, but here it is peculiarly observable.

All the hereditary officers can sell their Wuttun, but some require to have the sanction of Government. Consent, I am inclined to think, is always requisite, to be regular, but in some cases, such as Patails or other executive and important officers, it is indispensably necessary. In the sale of every species of inheritance, the next of kin has the first offer, and so down to the nearest neighbour. This is a rule of right, even in the disposal of a house, which may not have been acquired as patrimony. If the house and street are east and west, the neighbour on the east side has the preference. If north and south, the one to the south has the first offer.

The sale of any hereditary office is a very formal procedure, an attested acknowledgment of the act being voluntary; and proceeding from circumstances, which are to be generally stated, is the preliminary adjustment. I have examined papers of the sale of an hereditary office, and found the amount above 50 years' purchase of all known emolument; but beside the purchase money there are fees to Government, and regular dues to be paid to the other hereditary officers, upon admitting another person into the gate. The whole of the hereditary officers bear witness to the deed of sale, which list of signatures is taken in a public assembly, and is turned to the gate Muhzar. The share of Hug upon customs shall hereafter form a separate report.

The hereditary officers are amenable to a tax called the Dehug Puttee, which is the whole amount of their Hug, exclusive of their Enam lands, and may be levied every tenth year. This has never been regularly levied, and is a very unpopular tax; at first view it seems only reasonable that those officers, when not executive, should be required to contribute something to the exigencies of the State, yet many poor women and families, who have small shares of Hug, would be greatly distressed by it, unless it could be levied on individuals possessing above a certain income derivable from this source. but this would require a minuteness of information, which we cannot easily acquire.

As the extent and assignments of all rent-free lands will be shewn in the statements which I shall forward next month, I shall at present pass on to the various tenures of the farmers who pay a revenue to Government, leaving the others at rest for the present.

All persons who possess hereditary right to any fields come under the head of Wuttundars of such and such a village, though they may have actually resided all their lives at Gwalior; whereas all others who do not possess this right, though present in the village, and though they and their ancestors may have resided there for a century, are termed, in common with the passing Marratta traveller, who has slept a night in the Dhurmsala, Oopnee or stranger.

The common farmer holds his lands upon a contract, or lease, from the village authorities, which is called his Coul; it is generally renewed from year to year, and seldom exceeds three years: he is obliged to conform to the customs of the village, and commonly pays his Sirkar dues in money; he is said to hold his Kund Mukta, or Oakta.

A Warrenda Kuree is a person who holds lands in a similar manner, but beyond the limits of his own village boundary.

A Sheree-kuree is one who holds lands virtually the property of Government. Sheree is commonly a particular species of property, which may have reverted to Government, either by becoming forfeited, or by some former purchase, for the purpose of planting trees. It may also have been land which, from time immemorial, has not been within the bounds of any village. A Sheree-kuree may be a person holding a few mangoes for the season.

A person renting land under an agreement of paying half the produce in kind is said to hold it in Bhuttoyee.

The ryot, however, whose situation merits most particular attention, is the cultivator of lands in which he has an hereditary and proprietary right, and who holds his land in perpetuity on paying a fixed rent to Government. To this tenure you have particularly directed enquiries, and I shall endeavour to state all I have been able to collect respecting these Meeras lands.

The Meerasdar has, without doubt, a perfect property in his field, as long as he continues to pay the amount with which it may be burdened, together with the right of disposing of it, even without the sanction of Government. How he became originally possessed of this right, it is difficult to account for; there is no direct evidence of the whole land having been all Meerassee in ancient times, but there is a proof in the Thul Jhora, or record of the fields in villages: that a vast quantity of the land formerly registered Meeras is now Kund Mukta, or held in common lease.

An opinion prevails that all land was originally Meeras, and that in the ancient Hindoo Raj the soil became the acknowledged property of the person who first cleared it of stones and jungle.

The usual manner of obtaining this right from Government at a more recent period I have already had the honor of explaining in my letter of the 29th of January, on the subject of the Istawa lease, but since I wrote that letter I have had more opportunity of hearing opinions and judging of Maratta feeling regarding this tenure, and I now find it as generally considered an overstretch of power on the part of Government to resume any Meeras field, merely because the Meerasdar has failed in paying his rent, or because he has retired to some other part of the country to evade payment.

Simple insolvency on the part of the Meerasdar does not appear to have given Government the power of disposing of field in Meeras to another. When the Meerasdar cannot pay his rent, the amount of the dues falls on the other Meerasdars should the insolvent Meerasdar remain present in the village; but if he should quit the district, the other are not called upon to pay the rent: during his

absence the Government has a right to make the most of the field, and even to let it in lease, but for a period usually not exceeding three years, and till the expiration of which the Meerasdar cannot claim restitution.

The numerous examples of a less forbearing conduct on the part of the late Government can be adduced I am well aware, but there is no species of property in this country that it has so much respected as Meeras land, and though this may have proceeded, in a great degree, from the insignificance of its value, and the loss, rather than gain, which its seizure, or alienation, must have occasioned, and even in cases where immediate advantage would have resulted to the rapacity of Government agents, or revenue contractors, there has always been great consideration shewn to the Meerasdar. Instances of declared forfeiture are accordingly very rare; but great crimes, such as treason, robbery, theft, and murder, are always considered as destroying the right to all Meeras, and, indeed, to every species of property whatever; but Meeras land generally goes to the nearest of kin. In all cases it seems to have been considered right that a reasonable provision should be made to relations, even when the ostensible head of a family had committed an unpardonable offence. Had this not been customary, many persons, owing to the divisibility of property amongst heirs, would have been deprived of their only means of livelihood for the commission of crimes in which they had borne no participation. This accounts in some manner for the portions of Hug, &c., which are so frequently credited to Government in the annual village settlement.

Meerasdars, who are absentees, are termed by the Marratas Purgunda. It is so well understood that no Meerasdar wilfully quits his land; that it is considered the duty of a good Patail, and of all superior Government agents, to use every endeavour to discover and remove the cause of his leaving his home and the field of his forefathers. If poverty has been the cause, his rent is remitted, and an advance of money granted; and if it has been occasioned by any unsettled dispute, an investigation and adjustment are promised by Government. Should every inducement fail, and the Meerasdar pertinaciously and unreasonably persist in remaining abroad, he can be required to give in a written renunciation of his Meeras right, which, when obtained, allows the Government a full power of disposing of his lands: but without this document there is no authority that can dispose of such land in Meeras to another, until the death of the Meerasdar, and the death or renunciation of his heirs. In case of its being thought an object to ascertain this, the mode of doing so is from the village; should the villagers bear testimony to the certain or sup-

posed death of the Meerasdar and his heirs, Government can then dispose of the land to another person in Meeras; and should any heir afterwards appear, he has no claim whatever, unless he can clearly prove that the evidence of the villagers was given, knowing it to be false, or that he had been in such a situation as had put it entirely out of his power to keep the Patail and Wuttundar apprised of his being alive. When such can be proved, he has a right to the field upon the payment of all loss or other equitable charge, either by the Government or the occupant; but under the circumstances just described, and in all others when the field is merely held by an ordinary cultivator, in case of the return of the rightful heir, the Meeras must be restored at the expiration of the lease, which usually is done without requiring arrears of deficiency to be made up, although it is admitted that Government has a right to demand them. As to paying for improvements, the ordinary cultivator had no security until the issue of the late orders for any outlay, and consequently would not incur an expense which was not likely to be returned in crop during the existence of his lease.

Silladars about to take the field, or any person in immediate want of money, frequently mortgage their Meeras land, the value of which of course depends entirely on circumstances.

To form a precise estimate of the number of year's purchase of Meeras land is by no means easy, and will require more enquiry, and much longer experience, than can be obtained in one season. My present notion is, that when the established assessment only is levied, the ryot has, on a fair average, one-third of the gross produce; the Government has a third; and a third goes for seed, Hugdars, bullocks, implements, and subsistence to the cattle; the year's purchase would therefore be found by a series of the years of rent, and in an average, of thirty Deeds of Sale from 1780 till 1810, which have been examined, the general rate is 10 years' purchase.

Industry and natural advantages may improve a field so much as to yield the Meerasdar upwards of $\frac{2}{3}$ ths of the produce. The year's purchase in these cases can only be ascertained by fair statements from the occupant, which I cannot say I have been able to obtain satisfactorily, either from a want of intelligence, or, more probably, of candour, the people cannot yet be brought to understand the intention of such enquiries.

Land held at will, I suppose, may have one-fourth of the gross produce in the hands of the ryots, but for the reason just stated, I have no other means of ascertaining the fact than the following observation.

The Koonbees, not Meerasdar, prefer the tenure called Bhuttoye, that is, dividing the produce with Government to the ordinary farm. The mode of this division is first to set aside the dues of the Patails, Koolkurnee, and Balootay, the quantity required for next year's seed, after which the division is made, and the rest of the Hug dues fall on the Government share; but after the first deductions, the subsequent division, the wear and tear of implements, the purchase of cattle, and finding their subsistence, there will remain little more than a fourth of the gross produce.

Meeras hereafter appears to be a very desirable tenure, as long as the established fixed assessment, usual in the country, continue to be equitably levied; as the Meerasdar has not only much more personal consideration shewn to him by his townsmen, but he has all the advantages which industry can give him in the way of improvement. But when pretences were sought of extorting extra payments, it was worse than the ordinary lease, as it placed the proprietor more in the power of the revenue farmer. Thus Meeras land latterly became of no value, and had it been possible for such a system of undefined exaction to have gone on without control for any length of time, it is highly probable that the Meeras tenure would have disappeared.

In estimating what falls to the ryot, of the gross produce, a considerable portion is made up of the daily subsistence he is deriving from his field. If hired labourers are employed, I have, with some precision, ascertained from Bramins who farm in this way, that they derive a profit of one-eighth in an ordinary year; but this is calculated on what they save by the produce of the field for family consumption.

With regard to the tenures of land, there does not seem to be any doubt that the Meeras land was considered private property, in as far as it uniformly descended from father to son, or to the nearest heir, and only reverted to Government on the failure of kin of the former possessor, or its not being claimed by them for a long course of years. The Meerasdar could sell or give it away with the permission of Government, but not otherwise; and as long as he finds his rents, the Government had no right to interfere with his lands; but whether the ground was cultivated or not, he was obliged to make good the rent, according to the Kumal of the village. The word *Thulkurnee* is synonymous with Meerasdar, though it is sometimes confined to a person who himself cultivates his own Meeras land; for a Meerasdar may let his land to any other person, being himself answerable to Government for the rent.

The other lands of the village, which belonged to Government are called *Oopree* or *Gulkoollee*, and of them, a portion, called *Sheeresheet*, was usually reserved by Government and cultivated on its own account, and was exempted from Gaun Khurch, and some other *Puttees*. The *Oopree* land was entirely at the disposal of the *Patail* and *Koolkurnees*, and was cultivated by *Coolumbees*, called *Sook-wastoo* (tenants during pleasure); as these were guided entirely by their own inclinations, in cultivating the *Oopree* lands or not, the *Patails* exerted themselves, as much as possible, to induce them to do so, by advancing them seed and money, if requisite. The *Patails* and *Coolkurnees* had nothing to do with the *Meeras* lands, except to report the absence of any *Meerasdars* from their villages, to recall them, and make them answerable for the full rent; if they would not return, they seized the land for Government, and employed others to cultivate it, or if they resigned it altogether, they took a writing from them to that effect.

If by any misfortune the crops of the *Meeras* lands are much injured, it was usual to allow some remission, but not on account of any part remaining uncultivated: whilst the *Oopree* land paid only for what it produced. A very small proportion of the lands of this country are *Oopree*, nearly the whole being *Meeras*; and it is said by some that there was formerly no *Oopree* land at all, and that it has gradually fallen into the hands of Government, by the failure of heirs of the *Meerasdars*, or other accidental circumstances, such as quarrels amongst brothers, or relations, about the division of their lands, which they often desired to give up altogether rather than resign to each other any part of what they held to be their rights; or, perhaps, the poverty of the *Meerasdars*, and declining state of the country, may have induced many to give up their lands.

In support of the conjecture that the whole of the lands was formerly *Meeras*, it may be observed that in many villages the whole of the land is still *Meeras*, and cultivated by *Meerasdars*; in others, the whole is styled *Meeras*, and still stands under the name of the *Meerasdars*, although part of it has become waste, or has reverted to Government, and is cultivated by *Sockwoostoo*s in consequence of the absence of the *Meerasdars* and their heirs, or other causes; in many villages, which have long possessed *Oopree* lands, the fields are still known by the name of the *Meerasdar* to whom they formerly belonged.

The *Patails*, *Coolkurnees*, *Deshmook*, *Despandie*, &c., hold *Wuttun* lands in virtue of their office, but they differ from *Meeras* lands, in that they pay no rent, except in most cases an *Enam Tizace*; that they are attached to the office, and may be sequestered by Go-

vernment for any offence, which Meeras land cannot, unless for very great crimes, which involve the whole family of the Meerasdar. The Patails and Coolkurnees can, however, sell part or the whole of their Wuttuns and rights to any person, with the permission of the Deshmookh; and Despandies can do the same. The Patails and Coolkurnees and Zemindars are often also Meerasdars, as well as the inferior officers of the village. In some districts, the Meeras lands pay a triennial tax, called Meeras Puttee, but this is only in the Poona Sooba, and the districts of Jooneer and Soopa. It does not at once appear why the Meeras lands should be so much more valued than the Oopree, since, if equal in extent and quality, they are taxed alike, or rather the Meerasdar pays more than the other, besides the Meeras Puttee, as he must pay for the whole of his lands, whether cultivated or not; whereas it is only the Oopree land actually cultivated which is taxed. There is, however, little doubt that Meeras lands, though rated the same as Oopree, are actually more productive, owing either to their having been all, at some period, Meeras, and the Oopree lands being neglected, and having become inferior; or to the advantages enjoyed by the Meerasdars having been sufficient to induce them to bestow labour and expense in improving their lands above Oopree: for it appears that the Kumal of Meeras land, once fixed, was not subject to any casual increase, in consequence of improvement, as the Oopree was; and we may add, the natural attachment of man to a birth-right handed down to him from his ancestors, and of which he was sure of enjoying the undisturbed possession, as well as the satisfaction of being able to leave to his family an inheritance which seems to have been always respected in a country where every other species of property is so extremely uncertain. It is certain that, although the Native Government may have occasionally seized on Meeras lands for its own purposes, it was looked upon as a great act of oppression; that in the time of Nana Furnavees, when the country was comparatively prosperous, and well cultivated and governed, Meeras lands bore a much higher price than during the capricious and arbitrary Government of Bajee Row; that the Meeras lands are more improved than the rest; and that a very considerable value is set upon the possession of them by all classes of ryots. If any land, which was wanted for the purposes of Government, happened to be Meeras, some other Oopree lands were given in exchange, and, perhaps, in latter times nothing at all. But even Bajee Row always paid for any Meeras lands which he wanted for his own use, and purchased them from the Meerasdars, generally at their own price, like any private individual. There are instances of Meerasdars having refused him their lands on any conditions, and his being obliged to submit.

The Government was always willing to grant lands to the ryots on the Meeras tenure, on payment of a Nuzzur: this power was in many parts of the country delegated to the Deshmooks and Despandies, and even to the Patails and Koolkurnees. No Sunnud was required, the mere registering of the grant in the village papers being usually sufficient; any ryot, whose ancestors had cultivated a spot of Oopree land, for a certain period, in some places sixty, in others one hundred years, without interference from former Meerasdars, became, in fact, the Meerasdars of that land, without any further grant; should, however, the descendants of the former Meerasdar claim, and make good their right within sixty or a hundred years, a part of the land was restored to them, and the remainder confirmed to the Meerasdar; after that period all former claims were superseded.

The Government could grant Meeras lands in Enam to other people, that is, the revenues of the lands; but as it possessed no rights over the land itself, it could of course transfer none to the Enamdar. Instances of disputes on this point have occurred, but have always terminated in favour of the Meerasdar.

(Signed) J. MACLEOD,
General.

(A true Copy)

(Signed) J. MACLEOD.

General Abstract of Total.

	Poona.			Ahmednuggur			Satara			Kandesh			Carnatic			Punjabhans Jaguers			Kittoor Takook			TOTAL		
	Rs.	a.	p.	Rs.	a.	p.	Rs.	a.	p.	Rs.	a.	p.	Rs.	a.	p.	Rs.	a.	p.	Rs.	a.	p.	Rs.	a.	p.
Enams	89,828	1	0	6,54,491	5	3	1,53,295	5	0	40,543	11	3	2,43,522	15	9	50,070	14	0	8,060	0	0	12,39,812	4	3
Deuristhans	74,053	1	6	49,862	4	0	35,287	14	9	3,926	7	0	26,779	7	6	12,374	7	9	5,595	0	0	2,07,883	11	3
Surristhans	30,835	8	0	17,638	14	6	4,705	2	0	401	0	0	.....	.....	.....	.....	.....	.....	.....	.....	53,580	8	3	
Wurshasuns	2,432	4	0	20,517	0	0	9,724	4	6	2,897	6	0	28,400	7	6	13,269	4	6	2,244	0	0	79,484	10	3
Dewisthans and Wurshasuns (together) .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	15,474	0	0	.....	.....	.....	.....	.....	.....	15,474	0	0
Nemnooks	2,359	0	0	19,217	12	0	6,835	4	0	1,075	0	0	1,46,412	8	0	.....	.....	.....	.....	.....	.....	1,75,899	8	0
Dhurmadars	635	10	6	23,758	0	0	40,705	9	6	25	0	0	23,513	9	6	35,111	11	9	.....	.....	.....	1,23,749	9	3
Doubtful Enams or Dhurmadars .....	.....	.....	.....	11,594	2	0	20,162	2	0	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	31,756	4	9
Rozimadars	360	0	0	27,709	2	0	.....	.....	.....	6,626	5	9	3,364	0	0	.....	.....	.....	.....	.....	.....	38,059	7	9
Peers	2,018	8	0	2,123	8	6	1,968	7	9	193	8	9	80,543	4	6	.....	.....	.....	.....	.....	.....	86,847	5	6
Miscellaneous allowances (Ketta)	275	0	0	5,526	11	6	63,666	14	3	17,248	4	0	27,112	6	9	28,160	14	6	.....	.....	.....	1,41,990	3	0
Khyrats	15	0	0	4,528	11	0	3,394	1	9	13,500	9	6	1,866	11	6	.....	.....	.....	102	0	0	23,407	1	9
Allowances to Peers and Khyrat (together) .....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	4,619	6	3	.....	.....	.....	4,619	6	3
Balpururishree	15	0	0	565	0	0	759	0	0	.....	.....	.....	398	5	6	.....	.....	.....	.....	.....	.....	2,037	5	6
Buksheish	614	9	0	.....	.....	.....	290	0	0	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	904	9	0
Dehujee	3	10	0	.....	.....	.....	1,914	0	0	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1,917	10	0
Mezuane .....	.....	.....	.....	.....	.....	.....	100	0	0	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	100	0	0
Gardens	181	6	0	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	181	6	0
Exemption (Maaf) .....	.....	.....	.....	.....	.....	.....	69	0	0	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	69	0	0
Lands and Buildings to Zemindars, Bheels, &c.	9,518	6	0	5,475	13	0	28,456	0	3	4,376	9	6	1,66,929	4	3	8,679	2	6	.....	.....	.....	2,23,635	3	3
Doitto additional (doubtful) .....	.....	.....	.....	.....	.....	.....	552	8	6	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	552	8	0
Shet Sunnudee	190	8	0	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	190	8	0
Total.....	2,12,340	8	0	8,43,008	5	0	3,71,885	9	6	90,813	12	0	7,64,317	0	9	1,52,785	13	0	16,001	0	0	24,52,152	2	0

Poona, 31st August 1819.

(Signed) J MACLEOD

(True Copy)

(Signed) J. MACLEOD.

An Enam is a free grant in perpetuity, without any implied condition, except that in some instances $\frac{1}{3}$ rd of the rent called Enam Tizae is paid to Government, when it is not otherwise expressed in the Sunnud : an Enam is, in fact, private freehold, or not, according to the above condition, but by far most commonly, entirely freehold.

Assignments in Surrinjam are held on the conditions of military service, and are either as personal pay, Zat Surrinjam, or for the support of troops, and the maintenance of forts called Fouj Surrinjam.

Dewusthan are revenues dedicated to the support of Pagodas, they are granted on all kinds of property, in various ways, and are considered permanent.

Suwasthan is a place where a God is supposed to be actually present, or incarnate ; as, Gunpatty is supposed to animate the Living God at Chinchoor. Revenues dedicated to the support of such persons or temples are called Suwasthan, and are grants in perpetuity.

The word Suwasthan is believed to be different from Suresthan (own place), which is applied to the territories of petty Princes or Rajas, whose districts are considered entirely their own, and governed independently by themselves, without any interference on the part of the Government.

Wurshasuns are originally religious or charitable pensions, paid either from the Hoozoor treasury, in which case a Sunnud was not required, or by grants on the revenues of the Mahals, or any particular parts of them, which were generally confirmed by Sunnud, and were considered as descending from father to son, being usually continued by the Mamlutdars to the son, or immediate heir of the late incumbent, on application to that effect. It would appear, however, that on the death of the present incumbents, they may be resumed or disposed of at the pleasure of Government, and accordingly, on the Mamlutdar's reporting such circumstances, should there be no immediate heir, or should he be in any way considered unworthy, the Wurshasun is sometimes either reduced, or taken away altogether. In cases, however, where Sunnuds have been granted, such exercise of power does not seem to have been usual.

Rozeenadars are persons receiving a certain charitable donation, daily or yearly ; these, together with allowance to Peers and Khyrats, were for the most part originally granted by the Moguls, and continued by the Marrattas. They seem to be considered nearly on the same footing with Wurshasuns, and to be permitted to go on without much interference.

The same may also be said of Dhurmadaaws, which are charitable allowances to religious persons, or for religious purposes. And

Balpurwurishees, which are generally pensions to the families of persons killed in the service. Dhurmadaaws and Balpurwurishees are usually granted on Sunnud, as are sometimes also Dehngees.

Miscellaneous pensions or allowances, not coming exactly under any of the above heads, are called Killa; they are in some cases confirmed by Sunnud, and considered permanent.

A Nemnook is a fixed annual payment from any particular specified source, whether in money or kind.

An Itlakh is a payment either in money or kind from a public treasury or store. And a fixed annual payment (Memnook), from any public treasury, is peculiarly called an Itlakh Nemnook.

A Nemnook, therefore, is a grant conferred on any person as a fixed annuity, either from the Hoozoor treasury for which Sunnuds were not issued, or from those of the Mahals, or out of any specified source of revenue, for which regular Sunnuds were usually granted. Nemnooks were usually granted, either on account of past or present services, or were fixed in lieu, or in part, of some other allowances formerly enjoyed. Their terms and duration seems to have depended very much on circumstances: such as were confirmed by Sunnud were usually held to be permanent, though it would appear that during the late Paishwa's Government they were frequently reduced.

A detached village, which has by any circumstances been separated from the Mahal to which it originally belonged, is called Phoolgaum, and such villages in one district, or belonging to one person, are generally classed together as a Mahal, under the name of the Dhoo'-gaum of such a district, or person.

The allowances to Pagodas (Dewastan), or generally Itlakhs in money or kind, from the treasury of the districts, and the quantities of grain and other articles supplied, are expressed in the regular accounts; they are, however, not accurately fixed, but vary a little from year to year, as the expenses of the Pagoda may require, or other circumstances occasion; they seem, however, to be pretty constant, and very rarely to have been resumed, or even reduced. The articles supplied in kind are many and various: they are usually converted into money, at the average prices of the different years, from whence the particular accounts are taken; and the differences from year to year are so small as not to be worth any thing.

(True Extract)

(Signed) J. MACLEOD.

The Hoozoor Duftur is the records of Government, as registered by the Government officers. In it were kept all accounts of the receipt and expenditure of the revenues of the State, whether the realizations from the provinces, or from whatever source; the expenses of troops, establishments, Enams, and every species of grant, gift, and money transaction, whatever, excepting only the private affairs of the Prince, or such accounts as it suited not the interest of individuals in power, to leave on record.

The Duftur was kept very complete till the time of Bajee Row, whose arbitrary and capricious Government found little advantage in keeping a correct record of its proceedings; and besides, in the farming system, which he adopted, the advantage of registering the acts of the revenue servants of Government, was in a great measure lost, as it existed under former Paishwas; it was a very extensive establishment, consisting of about 200 Karkoons, and divided into several departments, for the various branches of business; the whole was under the Hoozoor Furnavees, and was generally distinguished into Chatle Duftur and Ek Berij Duftur, besides the Potnuvee's Duftur, treasury, and other departments, not immediately connected with revenue accounts.

The establishment of the Chatle Duftur was always the Furnavees, for the transaction of current business; that of the Ek Berij Duftur was always at Poona, it being more particularly for the arrangement, registry, and deposit of accounts.

The business of the Chatle Duftur was distributed amongst the different branches, as the Fur, Behera, Surinjam, &c.

The Fur was the immediate office of the Furnavees, from whence were issued all grants, Sunnuds, and orders; and to which were rendered all accounts required for the information of the Furnavees from the other departments. Here all accounts were examined and passed by the Furnavees; and day-books or journals (Rozkirds) were kept of all transactions that occurred; of all sums paid, or received; of all grants or appointments made, or resumed.

The Behera department received the accounts from the districts which were made up into official forms, for the inspections of the Furnavees, as Tullebunds, Azmaish, Behera, &c. The Tullebund was a complete abstract of the actual receipt and expenditure of the revenues for the past year, from it was framed the Azmaish, or estimate for the next, or current year. This was a rough estimate compared with the Behera, which was a corrected statement of all known receipts, and of all fixed authorized expenditure, and formed the basis of collection for the current year.

The Surinjam department was charged with the accounts of all Surinjams, Enams, &c. ; in short, all Doomalla whatever.

Besides these, were the department of accounts generally (Aisal) of military expenses and contributions (Waree), and such like. These arrangements, however, varied with the pleasure of the Furnavees, or the business that might occur.

In the Ek Berij Duftur at Poona were received, arranged, and deposited all accounts from the other departments, and from them were framed abstracts of the total receipts, expenditures, and balances of Government, on all accounts, for the year (called Turjuma) also Khutaunees, which are abstracts of all kinds of expenditure arranged alphabetically under their proper heads, in the manner of a ledger ; and, in short, the whole of the revenue and financial transactions of the State were registered and arranged, and their accounts deposited in this office.

The general contents of the Duftur under the Paishwas may be described as follows, viz, all accounts rendered to the Government, of the revenue and expenditure of the districts, with the settlements of them by Government ; the accounts of districts rendered by the hereditary district officers . and those of villages by village officers, of farms, of customs, &c. ; accounts of all alienations of the public revenue, whether Surinjam, Enam, or otherwise, of the pay, rights, and privileges of the Government and village officers ; accounts of the strength and pay of troops, and the expenses of all civil, military, and religious establishments. In the Rozkirds were registers of all revenue transactions generally, together with all grants and payments, and more particularly the accounts of all contributions and exactions levied on foreign states. The whole of which were considered and exhibited in one comprehensive view in the Turjamas. The records, however, were probably not complete to the extent described. It is said, that Nana Furnavees introduced the greatest improvements into the Duftur, as he did in the transactions of accounts in general ; and during his administration, viz., from about 1765, with the exception of a few years up to 1796, it was kept with much regularity. From the accession of Bajee Row the regular receipts and deposit of accounts in the Duftur was not only much neglected, but its establishment was almost entirely done away, and people were even permitted to carry away the records, or do with them what they pleased. The Duftur was in consequence much mutilated, and thrown into great confusion.

After the occupation of Poona, in November 1817, the records were found in different places, in a state of the utmost disorder ; but, considering all circumstances, tolerably complete for a period of 88.

years ; that is, from 1130 (ai) A.D. 1729 inclusive, up to the breaking out of the war, with the exception of a blank of about 7 years, viz., from 1157 (1757) A.D. to 1163 (1763) A.D. inclusive, of which most of the records were burnt when Poona was taken by the Moguls ; for the 27 years preceding this blank, the Duftur is moderately perfect, and for the 32 succeeding years, up to 1179 (1796) A.D. the accession of Bajee Row, the records are nearly complete, particularly from 1774, when Nana Furnavees came into full power, but during the reign of Bajee Row, the last 21 years, they are by no means full.

It is doubtful how far the accounts in the Duftur may be depended upon as true and candid statements ; it is probable that they were often manufactured to answer the purpose of individuals : a very remarkable degree, however, of consistency and relative accuracy is to be found in the accounts for many years, such as must have required no small industry to effect, and the more ability if the statements are actually false.

Since the foundation of the Duftur establishments, under the Commission, the Duftur has been completely examined and arranged into separate districts, and mostly also into Pergunnahs, and its arrangement by years also is in considerable progress. Full and complete statements of all allowances, as Surinjam (Fouz and Zat) Tynat and such like, have been made out, and also lists of all Enams Dewusthans, and Suwustan, Dhurmadaws, Kitta, Wurshasun, Nemnooks, Nozeenadars, Whyrats, allowances to Peers and Fuqueers, and Mosques, Balpunwunshce, Maaf, Bukshish, Delengee, Mezwanee, Garden, and Sunudee Lands, Wuttun Lands, of Zemindars, and for the Deccan, Carnatic, and Khandeish, and the Paishwa's Provinces in the Nizam's Country, which have also been translated, and forwarded in Mahratta and English to the Collectors. Similar lists of the Concan and Guzerat are in progress ; the Dufturs of the Concan for the last ten years have been sent to Bombay. Abstracts of the produce, reductions, and net revenue of the whole country during the last year of Bajee Row, have been framed by districts, Pergunnahs, and Mahals, and in more than half the country by separate villages. For the purpose of authenticating the above lists, each item has been compared with the accounts of the two different periods, viz., the latest in the Duftur, from whence it was taken, and another, of from 15 to 20 years preceding, and very often three or four different periods of accounts have been compared ; the accurate correspondence which has been observed among them is very remarkable. In many cases the particular dates and circumstances of the original grants have been examined, and with a view to the final and ready adjustment of any disputed title, and to ensure immediate reference, an extract has been

made from the Duftur, particularly the Nazkirds, of the date and authority of all grants whatever, and of all forfeitures or restorations of grants from the beginning of the Duftur to the year 1776, and is now in progress towards the present time. It is arranged alphabetically by the names of grantees, like native Khatawnee, containing under each the date, circumstances, and particulars of all Sunnuds, grants or allowances, that were made, resumed, or restored by Government. This has been a work of much labour, but when finished, will form a table of authentic reference, by which any question or doubt, which may at a future time arise, can at once be settled.

Besides the records immediately connected with revenue, from which much matter still remains to be extracted, the Duftur contains many materials of curious general information. Thus the series of accounts of the districts and villages afford a view of the comparative state of cultivation and improvement, and assessment of the country at different times. Those of the armies and establishment, and particularly the Rozkirds, shew the progress of the Marratta conquests and dominion, and the most important acts and events of their Government; and the Turjummas furnish complete statements of their general wealth and resources.

(Signed) J. MACLEOD.

(True Copy)

(Signed) J. MACLEOD.

Poona, 15th Sept. 1819.

Translation of a Yád of a Niwarputr (Award).

Draught of a Niwarputr to Moodogee Nayk Nimbulkur, Desmookh of Prant Phultan.

You came to the presence at Poonundhur, and stated as follows: "My great Grandfather, Beejajee Nayk, had four sons: the eldest "Mahadajee Nayk, the second Gookajee Nayk, the third Wungajee "Nayk, and the fourth Moodhajee Nayk; three of these died without "issue. Moodhajee Nayk had two wives, the elder Sewaw, the younger "Jewaw. First Jewaw had a child, Janojee Nayk, and afterwards Sewaw "had a son, named Beejajee Nayk. Madajee Nayk, the eldest son of the "first, Beejajee Nayk, possessed the Jageer of the Purgunna of Khuttaw, "and other Mahals, and resided at the Thana of Khuttaw which belong- "ed to him. Madajee Nayk took (the young) Beejajee Nayk for his "adopted son, and died at Gwaleree. The Wuttun and Jageer were "continued to Beejajee Nayk, and afterwards the deceased Jhahoo "Maharaj gave Rajees Bye in marriage to Moodhojee Nayk, son of "Janojee Nayk, and the Maharaj desired Janojee Nayk's father to give "him a village for his subsistence. His father, however, would not

“comply, but was offended, and went into the Mogul’s country after him; Janojee Nayk and his son Moodhojee Nayk enjoyed the Jageer. At that time the Wuttun was held by my Goomasta. I returned to my Wuttun about 20 or 22 years after the death of the father of Beejajee Nayk, in the Moguls’ country, and during the life time of Moodhojee Nayk, who then gave me in the Pagoda his sword and shield and place, as his elder, and was about to give up the Wuttun to me, when he died; on this the deceased Madhoo Row Pundit Prudhan confirmed to me, by Wuttun and Jageer, which I accordingly enjoyed for 6 or 7 years. But during the troubles which occurred on the death of Narrayan Row Pundit Prudhan, Suggoonabye, wife of Moodhojee Nayk, got the Wuttun and Jageer for herself, and now enjoys possession of them. But I am the elder in the Deshmookhee. I have never to this day shared my Wuttun with any of my younger relations; I make the main allowance for their support, but do not allow them to interfere. I now pray that orders may be given for my rights, which have existed for many years, being restored, and continued in the same way for the future.”

Moodojee Nayk bin Beejajee, with their seals, &c., addressed to Beejajee Nayk bin Maharajee Nayk. Upon this an order was given to Suggoonabye to send an agent on this affair to the presence, and Nursew Row Konher was sent by her for this purpose. Nursew Row Konher asserted that Madajee Nayk had never adopted Beejajee Nayk, that Moodajee Nayk is the son, Beejajee Nayk the younger brother of Janojee Nayk, who was the father-in-law of the Bye, and the eldest son of the first Moodojee Nayk, and Moodojee Nayk has therefore no claim to seniority. Having stated this, he produced a Muhuzur, with its seals, &c., naming Beejajee Nayk bin Moodhojee Nayk, upon which the papers of both parties were examined in the Hazoor. Meejales Moodhojee Nayk produced his papers, and in his Rajputr and Muhuzur appeared the name of Beejajee Nayk bin Madajee Nayk; and Nursew Row Konher produced his Muhuzur, in which was written Beejajee Nayk bin Moodojee Nayk. As no decision could be formed from the papers of the two parties, therefore you (Moodojee Nayk) were asked what is to be done now. On which you replied: Since no decision can be given on this Rajputr and Muhuzurs, let the Deshpandays, Patails, and Koolkurnees of the district be sent for and examined, and whatever decision is made on their evidence that I agree to obey. Nursew Row Konher, having consulted with the Bye, answered: Since Moodojee Nayk says that Madajee Nayk adopted Beejajee at Khuttaw, and that he will prove this by the evidence of the inhabitants of Khuttaw, this evidence I agree to, on which an order was sent from Government with some messengers to Khuttaw, who brought back some witnesses with them,

and some others who happened to be here on their own affairs, were pointed out by you ; at length 26 witnesses were examined, in the presence of both parties, in the temple of Sopandew. These witnesses deposed that Suggoona Bye had given a letter to Bhicajee Mankeshwur, and sent him to them (the witnesses) desiring them to make enquiry and inform her whether Mahadajee had adopted Beejajee Nayk or not ; and that Bhicajee Mankeshwur had told them many matters besides, from which they understood the business. In reply to this, they wrote that they would not interfere in the business ; that she would be informed of the whole by Bhicajee Mankeshwur himself. After this they (the deponents) came to Sassoor, when they took an Abbye Putr (writing of security or indemnity) from Rajshree Moodojee Nayk, who engaged, that as they had been brought to the presence to give evidence respecting his Wuttun, should any trouble ever arise, to them regarding the matter, he should be answerable for it ; that the deponents had made out a writing amongst themselves (Sunaputr) that whatever Sooltanjee bin Manajee and Sooltanjee bin Byherjee, Purturey Deshmooks, should say, they would all swear to ; to this they all agreed. These papers they brought and produced to the Sircar, upon which they were all closely cross-examined by the Sircar in the following manner : " What was the reason that you wrote " these letters to Suggoona Bye and the Nayk, and made such an " agreement amongst yourselves ? what reliance can we now place on " your testimony, without an oath ? You must discard this paper " of yours, and speak the truth." They were then taken to the Mundup of three Sopandew at Sassoor, and interrogated in the following order : Roule Kassee Deshpandy, Kussu Doorga Deshpandy, Jewajee Koombhar, Byherjee Koombhar, Gangajee Koombhar, Soobhanjee Lohar, Shaitu Mahar, Dawya Mahar, Satwa Mahar, Mulga Mahar, Sukhojee Sootar, Sedhojee Sootar, Bhicajee Gooreew, Tookojee Goonea, Chunda Nawree, Janojee Nawree, Anajee Chambar, Hirojee Chambar ; these above 18 persons gave a writing that they knew not whether Beejajee Nayk adopted a son or not. Sooltanjee bin Byherjee Deshmookh, Tookojee vullud Ranojee Pureet, Vyenkajee Ginnajee Pulhee, Hussen Shaik Huzrut Kazees, Dongrajee Naykwarry, Tazkhan Naykwarry, Bhik Joshi, in all 8 persons, gave a writing, that their ancestors had told them that Mahadajee Nayk had adopted Beejajee Nayk. They were then asked, what reason their ancestors had for telling them ? On which the Deshmookhs wrote in answer, that a quarrel about their Wuttun had formerly been referred to Phultun, and that they had gone with their fathers to Beejajee Nayk, when their fathers had told them. This evidence they subscribed ; they were not influenced by the Sunaputr which they had before signed. That the son had been adopted was true ; upon this

Nursew Row Konher named seven witnesses of Khuttaw, viz., Sura-roopjee bin Phukeerjee, Bhurturey Deshmookh, Khunds Juwajee Dēshpandy, Goopoor Sha wullud Maniksha Kazeo, Lingojee wullud Rowlojee Naykora, Baboo bin Bhicajee Pureet, Soolan wullud Manekhan Moolana, Bhoojunga bin Gangajee Sumpee, in all seven. These persons were examined in presence of the parties, in the Pagoda of Nanayndew, near Poonandhur, in the following manner:—

Srowroopjee bin Fukeerjee Bhurturoy Deshmookh deposed that a paper on this subject from Sagoona Bye had been received in his village. That he had enquired of the Bullootees, &c., who replied in writing, that they knew not whether Madajee Nayk had adopted Beejajee Nayk or not. This very paper the witness produced; on which the witnesses were cross-examined, and again desired to speak the truth. The witnesses again gave a written declaration that they knew not, nor had their fathers ever told them, whether a son had been adopted or not. The substance of this evidence and of the Sunaputr was mentioned to Nursew Row Konher, and it was remarked that 8 persons had given testimony against him, and not one for him; to which he replied: "Of the twenty-six persons who had agreed to swear any thing, 18 have deposed to nothing, and eight have given evidence for the opposite party; but I will not admit their testimony unless the witnesses are brought to Jejooree, and sworn on the tortoise of the God; if he shall confirm their truth, then will I admit it, and I shall not desire to call any other witnesses from Phultun." A Razeenama was required by Government to this effect. To this Konher also agreed, but said he was the elder party; that whatever the Sircar ordered, he would readily obey; but that the Bye had not given any Tukrar or Zamin, and therefore he could not now give a Razeenama. The Razeenama was not further insisted on, but as Nursew Row had desired that the witnesses should be sworn on the tortoise at Jejooree, and promise to admit their evidence; and had requested the Sircar's consent. Accordingly the 25 witnesses, out of the whole 33, who could depose to nothing, were, with the consent of both parties, dismissed. The remaining 8 were sent by Government, with Moro Hurree, and also the Wut-tundars of some other Mahals, and one Mahratta for each of the parties to Jejooree. On their arrival there, in the presence of Bapoojee Mahadew Namzada, and the Karkoons and Patail and Koolkurnee, and Poojarees, and Langees, &c., of Jejooree; and Magojee Taura on the part of the Bye, and on your's Ramsing, on the 15th Kartik, saw the witnesses bathed, and all the marks on their bodies were carefully noted, and the circumstances and marks, the occurrence or appearance of which on their bodies within ten nights was to prove the falsehood of their oath, according to custom, were also written down; holy water

was then placed on their heads, and sandal-wood on their forehead, and a necklace of flowers about their necks, and the witnesses were then separately cross-examined on the tortoise of the God, whether Mahadajee Nayk had adopted Beejajee Nayk or not, and abjured to speak the truth, on which they declared in writing on the tortoise, that Mahadajee Nayk had adopted Beejajee Nayk; that this their Forefathers had told them, and this was true. This writing was confirmed by the 8 witnesses, then laid before the shrine of God, and brought back and given to Moro Hurree. It was then brought down, along with the witnesses to the village, in presence of the Mahrattas, and placed in the Kutcheree, and watched day and night for ten days; once a day the witnesses were brought before the God, and then carried to the Kutcheree, and there in presence of the two Mahrattas examined, whether any of the marks should be found on their bodies, on being found pure, a certificate was written every day, and the witnesses were dismissed to their houses. In this manner the ten days passed. The witnesses underwent this trial, according to their oath, and were proved true; and Moro Hurree returned to the presence with the witnesses, and a certificate to the above effect, from Bapoojee Mahadew Namzada; and the Karkoons and Patails and Koolkurnees of Jejooree Nagojee; the Mahratta on the part of Suggoonabye had gone away privately on the seventh night of the trial.

The whole circumstances of the oath were investigated and duly considered in the Hoozoor Cutcherry in presence of Nursew Row Konher, and it appeared clear that the witnesses from Khuttaw had proved the truth of their oath on the tortoise of the God. The right of seniority of Moodhojee Nayk to the Deshmookhee was clearly proved, and the claims of the Bye, asserted by Nursew Row Konher, were proved to be false; on which this letter has been written to you, that you may obtain possession: you are the chief Deshmookh of Phultun, the whole of the Wuttun of the Deshmookhee, with its rights, benefits, and privileges and Enam lands, and usufruct, &c, as they belonged to your ancestors, and have descended to you, are hereby confirmed to you and your heirs and descendants for ever; may you enjoy them, and live in peace and comfort. Suggoonabye and your other cousins in the Deshmookhee must remain in subjection to your authority, according to custom; they have no claim to superiority.

For this purpose this letter is written to the Nayk.

In this manner also are written three other letters, containing a brief extract of the above, viz., one to the Deshadhikaree and Likbeck Wurtuman Bhawee, one to the Deshpandy, and one to the Mokuddums of the village; of these copies only to be left with the

above persons, the original to be delivered to Moodhojee Nayk for his security.

The above four letters to be written dated 24th Julkhad Margsursh Sood Sun 1178, A.D. 1777-8. Poona, 10th September 1819.

True translation, (Signed) J. MACLEOD.

(True Copy)

(Signed) J. MACLEOD.

TRANSLATION OF A SAROUNSH.

Jeewajee Bhandaree *versus* Tatojee and Salwajee and Appajee Bhundaree, in the matter of the right to the Chowgoolkee and certain lands of the villages of Wudhoo and Aptee, in the Sircar Joonur. This dispute having been referred to the presence, and the *Tukrar Zamin and Poorseesh* of both parties having been taken in writing, and each having produced his papers in support of his case, the following is the Sarounsh Soor Sun 1169, A.D. 1768-9.

Declaration, security, and examination.

The substance of the *Tukrar*, *Poorseesh*, of Tatojee, &c, Bhundaries.

Our original ancestor was Tanajee, whose son was Tatojee, whose son was Mowjee, whose son was Tookojee, who had seven sons, four of whom left no issue; of the three others, the eldest was Mowjee, the second Suntojee, and the third Mukhajee. The descendants of Mowjee are still in the country, and their history shall be enquired into and communicated. Of the second son, Sunlajee, are descended one son, Tatojee, whose son, Gomajee, had two sons, the elder of whom, Bhicajee, had three sons, Tatojee, Sumbajee, and Mahadajee; of these Sunlajee left no issue, the other two are still alive. Gomajee's second son, Mukajee, had two sons, Phūngojee and Gonjee, who are still alive. Of Mukajee, the third son of Tookojee, are descended a son, Dussojee, whose son, Rukojee, had two sons, the elder of whom, Mukojee, had two sons, Sulwajee and Soobhanjee, who are now alive.

This is our genealogy; we know of no common ancestor of Jewajee's and ours. Our ancestor is Tanajee, and he had enjoyed from early times the Chowgoolkur of Wudhoo. The mother of Tanajee left her village and went to Nergoorsur; at this time Tanajee and his brother Myajee were children; on their growing up, they began to enquire of their mother where their Wuttun was. She replied, our Wuttun is the Chowgulkee and 3 Suzgunnees of land of Wudhoo. On hearing this information, Tanajee went to Wudhoo; but the villagers would not admit him; and Tanajee began to vent his revenge in acts of injury towards them. At this time Musket Patail, of

Aptee, and Kaley and Sewley, Patails of Wudhoo, joined together and rescued and brought back from Tanajee a herd of cattle which he was driving away ; upon which Tanajee began to commit violence upon the people of Aptee. After this Muskey Patail, of Aptee, gave Tanajee 6 Suzgunnees of Thull land, and having taken him over, made him his brother ; and Kalley and Sewley, Patails of Wudhoo, gave Tanajee 4 Suzgunnees of their own Thull land and a house, and talked him over, and restored to him also 3 Suzgunnees of land, which had originally belonged to him. Tanajee and his brother Tatojee enjoyed the whole of these lands, until Tatojee was killed by Bhullajee Gomasta of Muskey, Patail of Aptee ; upon this Mewjee, the son of Tatojee, fled to the country and died there, leaving a son Tokajee, who returned to Aptee and obtained his Wuttun and land and house from Dhuggeg Patail. Kanojee Bhundaree then complained that he was the descendant of Tanajee, but the whole village and the Koolmbees of twelve other villages testified that Tokajee was the true descendant of Tanajee, and that Kanojee was not. A judgment was given, and a Muhuzar (testimonial of right) of the Chowgoolkee was given to Tokajee, and 1 Suzgunnee of land to Kanojee. From thenceforth, the Chowgoolkur of Aptee and 5 Suzgunnees of land and a house have been enjoyed by the family, before Tookoojee ; the Chowgoolkur of Aptee did not belong to us.

Jewoojee Bhundaree is no blood relation of ours. His ancestor, Rahoojee, and ours, Mahoojee, had a dispute ; since which time Rahoojee has possessed the Chowgoolkee of Wudhoo ; whether it belonged to them before Rahoojee, we do not know ; nor whether Mahoojee, son of Tokjee, enjoyed the Chowgoolkee of Wudhoo ; but he certainly possessed and lived in the house, between the houses of two Sewleys in Wudhoo, and had 4 Suzgunnees of land, but of which his ancestor had before given nine Rookhas to Vetal ; there remained 15 Rookhas of land, which Mahoojee enjoyed. Rahoojee then began to quarrel with Mahoojee about the land, saying, that he was his brother, and ought to have half the land ; both of them were much distressed by this quarrel ; at length, Herjee Patail, of Wudhoo, reconciled them to each other, and gave 8 Rookhas out of the 15 to Rahoojee, and the remaining, 7 Rookhas, were enjoyed by Mahoojee. The certificate of this partition was lost, and Rahoojee began to complain again, on which Mahoojee left the village, and is still in the country. One Suzgunnee of land of Aptee had been given to Kanojee, besides which he had enjoyed for many years, from our grandfather, another Suzgunnee of Thull land.

During the reign of the Padshas, the ancestor of Jewjee, his grandfather or great-grandfather, by name Kumlojee, was a man of

power, and had cultivated the whole of the lands of Wudhoo and Aptee. At that time Tushnef had been sent by the Padsha to him for the Chowgulee; of which half was given to Sewley Chowgulee, and half kept by Kumlojee, for this reason, that the daughter-in-law of Dhuggey, who had been seized and carried off to the Moghuls Tanna of Sikarpoor, had been recovered and brought back by Kumlojee, on which account he (Dhuggey) had bestowed his Chowgulker of Aptee by writing on Humlojee, who therefore kept half the Tushnef; besides this he had other claim of possession. A quarrel between his family and ours has existed in the village, but we have enjoyed possession. The village of Aptee was given by the Sircar to Gopul Row Bunvey; at that time Jewjee and Mukajee cultivated our lands, and from that time our quarrel has continued.

Being questioned on the Tukrar of Jewjee, Jatojee, &c., reply "that on the quarrel between Jewjee's ancestors, Rahoojee and Mahoojee, Rahoojee went through an ordeal, in support of his being the true heir of Tanajee, and not Mahoojee, the circumstances of "these are as follows":—

Rahoojee and Mahoojee, having quarrelled, went to Moheree; when the ordeal was undergone, by Rahoojee's having rubbed over his hand the leaves of a Wanusputtee (Plant); on this Mahoojee went to Jeejaw at Sattara, and brought an order from her to the village, that the ordeal should be performed again; but Sewley Mohuddum having taken them both over, divided the 15 Rookhas of land of Wudhoo equally between Rahoojee, and of the 3 Suzgunnees of land he gave $7\frac{1}{2}$ Rookhas, in 15 Rookhas, to Mahoojee, and also a house situated between the Sewleys. The sons of these two lived in amity. Rahoojee was told that the papers respecting the Thull of Moheree, and the other from Sattara, and the papers respecting the 15 Rookhas of land had been thrown into the Beema; but whether they had been got from Dajjee, or not, was unknown. We know not of any Mahuzur respecting a dispute between Jewjee Bhundarry and Goonajee Bhundarry; from the time of ordeal the property of Wudhoo only has been enjoyed by Jewjee, but none of Aptee; Jewjee has no claims on Aptee.

The substance of the Tukrar, and examination of Jewjee Bhundarry.

My ancestors were Soonajee, and Kumlajee, who were brothers. Soonajee had two sons, the elder Chahoojee, and the second Mahoojee; Chahoojee had a son, Wittojee, whose son was Kintojee, whose son was Sewjee, whose son was Somajee. Somajee had two sons, Rahoojee and Khewjee, who left no issue; but Rahoojee had five sons, Jewjee, Gogajee, Kumlojee, Somajee, and Jewajee; the eldest Jewjee had

four sons, the eldest Paddojee, the second Yeemajee, the third Kanojee, the fourth Bhanjee; of them, three had no issue; but Yeemajee had four sons, the eldest Oodajee, the second Ranojee, the third Jewjee, the fourth Mowjee, who had no issue. Gogajee, second son of Rahoojee, had four sons, Hawjee, Sutanajee, and Bawajee: Hawjee had two sons, Tanajee and Yessajee had two sons, Wallojee and Gonjee, who are both still alive; the third son Suntajee had also two sons, Mankajee and Raghojee, who are also living, the fourth son Bawjee is still living. Kumlojee, third son of Rahoojee, had four sons, one of whom died without issue; there remained three, Ramjee, Mahadjee, and Sumbhajee. Ramjee had a son, named Tawjee, now living. Mahadjee had three sons, one of whom is dead; the remaining two, Janowjee and Nowjee, are still living. Sumbhajee had one son, Khundajee, who is also alive. Somajee, fourth son of Rahoojee, had four sons, 1st, Sutwajee; 2nd, Soobhanjee; 3rd, Kossajee; 4th, Tanajee, all of whom are now alive. Jewajee, fifth son of Rahoojee, had also four sons, Maljee, Dhaujee, Shetyajee, and Kowjee, who are still living. Mahoojee, second son of the original Samajee, had a son named Tatojee, who had a son named Mahoojee, whose son was Kanajee, who died without issue.

The original Kumlojee, the second brother, had a son named Ramjee, who had a son, Myajee, who had two sons, Kumlojee and Bawajee, the former of whom died without issue; and Bawajee had two sons, Ramjee and Mahadjee, who both left the country. This is my genealogy.

My original ancestors, Samajee and Kumlojee, had obtained 2½ Rookhas of land—altogether, 9 Chawur of the village of Wudhoo. Ab-bajee Patell had given them this land, and the Chowgoolhee of the village. Bhullce Patell, of Apte, had given Suzgunnees of land in Wuttun to them, in which Tanajee obtained the Chowgulkee, allowed his lands to fall waste, and brought from the Kallewarry Tookojee Bhundarry (a brother by surname) to assist him in the cultivation of the land, and gave him 7 Rookhas of his land of Wudhoo; he also gave 7 Rookhas to Kanojee Bhundarry, and 6 Rookhas to Manajee Bundarry, and 9 Rookhas to Tanajee Vitab, and 4 Rookhas to Kanajee Khoostie. In this manner, Kumkojee and Jewjee gave their lands to these 5 persons, and made them their brothers, but they were not relations by blood; after this there remained to themselves 12½ Suzgunnees of land; of this some more was given to persons, of whom no heirs now remain. My great grand-father, Rahoojee Bhundarry, also shared 6 Suzgunnees of land of Apte, for the sake of maintaining its cultivation, in the following manner: To Jewjee, son of Kanojee, he gave 6 Rookhas; to Mawjee, son of Tokoojee,

9 Rookhas ; to Goondjee Bhundarry, his blood relation, 6 Rookhas ; after dividing the lands in this manner, Rahoojee kept the remaining 15 Rookhas for his own use. Since the administration of Dhabarey, Tatojee and Shahoojee made a complaint, and seized and confined my grand-father and uncle, and commanded them to have no intercourse with Mukajee and Bhicajee ; since then the family have enjoyed possession, but the Tushneef has remained with the Patell, which used formerly to be given to us. On a former occasion, when the Padsha's Tushneef was sent to Apte, my ancestor, Kumlajee, had a dispute with Sewley, saying that the half Chowgoolkee was his, and he would take half the Tushneef, on which the question was taken up by caste at Toolapoor, and the Patell of Apte brought Sewley and Cumloojee with him, as the Chowgoolees, into the Pagoda : on which the Tushneef was equally divided between them. Formerly my ancestors left the country, at which time Hiskumee Bhow (nominal or assumed brother) Kanoojee was at Apte ; and Tookojee coming from Wudhoo, began to quarrel with him, calling himself the true descendant of Tanajee. This quarrel was settled in an assembly of twelve villagers, which decided that Tookojee was the rightful heir of Tanajee, and not Kanoojee, and accordingly a Muhuzur was given to Tookojee, after which, for five or ten years, I know not whether he enjoyed possession or not. Hearing that the Muhuzur had been granted, my great grand-father Rahoojee came to the village, and began to quarrel with Mahoojee, the son of Tookojee ; the dispute lasted for five or ten years without any benefit ; at length he established his right by performing the ordeal at Moheree. The certificate of the ordeal, and of the whole affair, which were granted on the occasion, were partly spoiled in a box. Mahoojee was expelled from Wudhoo, and received 9 Rookhas of land in Apte. Since then another dispute has occurred—the Muhuzur of that occasion is in my possession, and from that time until the time of Knrisnajee Dhabarey, he had not possessed the Chowgoolkee of Apte, but now Dhabarey has unjustly given it to him.

The Sodahputs (document in evidence) of Tatojee Bhundarry :—

1st. A Muhuzur (award), dated Shuk 1558, Dhatree Suwat Sune 1st Ashwin Sood, assembled at the village of Apte 12 persons, named by the caste ; by whom this Muhuzur is written. That Tookojee and Kanajee Bhundarry have a dispute regarding the Chowgoolkee ; both their statements having been heard, the Mokuddum and all the Dyheyum (Wuttundars of the same caste) and Baboole, of Apte, deposed that Tookojee was the true and lineal descendant of Tanajee. Roopajee Bhundarry deposed that Kanoojee was not the true and lineal descendant of Tanajee, and Kanoojee himself confessed

that he was not the true and lineal descendant of Tanajee. Upon this the Chowgoolkee and land of Aptee was given to Tookjee, and to Kanojee 6 Rookhas of the land and a house.

Both parties are to abide by this decision, which was granted 132 years ago.

2nd. A letter dated Shuk 1641, Vicharee Suwatsurer, 17th Kartick Waddyee, from the Mukuddums and others of Aptee, to Bhiccàjee and Mukajee Bhundarry. You are our rightful brother Wuttundar; you have been obliged to leave the village by the persecutions that have been raised against you. We have now discovered that your persecution has been unjust. If any one shall again trouble you on this subject, we shall have him punished. Pursue the business of your calling in peace. Your welfare or misfortunes shall be held common with our own. Whoever shall prevent or falsify this, shall be accounted false to his caste, and an offender against the State. We shall secure you from any harm. Whoever shall act contrary to this, may the curse of God fall upon him.

3rd. Letter from Nagojee Deshmook, to Tezoojee Patail, of Wudhoo Budroodk. You have written to me about the lands of Mahoojee and Rahoojee; when both these persons were at Jooneer, Rahoojee gave a Kutba, according to which I gave a writing to Mahoojee, why is Rowjee disputing now? His complaint must be without cause; let Mahoojee sow the land which he has begun to cultivate, and then send them both to Jooneer. I will settle their business.

4th. Sumaputr (declaration of the proceedings of an assembly) Shuk 1605 Ruktakshee, Sawatscer 9 Jeist Wuddhyee, at Aptee, Sun 1093, in an assembly of eight persons (named) where is a quarrel about a house and land between Rahoojee and Jatoojee Bhundarry. Ten persons and others being assembled, declare "our ancestors have never mentioned to us anything about the family or ancestors of Rahoojee Bhundarry, nor have we ever in our lives known anything about them. We swear by our forefather and the God to prevent any injustice in this matter."

Copy of a Petition of Shereekar Gomajee Bhundarry.

"There is a quarrel between Jewjee Bhundarry and me, respecting our Wuttun of Wudhoo; on which we both went through ordeal at Moheree, but Matooshver Aw Sahib sent for us both, and having annulled the former ordeal, ordered us to perform another before the whole of our village; when we returned to our village, the villagers restored to me my lands and house. But now he has taken my house and land from me, and has driven me from the village. I therefore beg that the villagers would assemble, and *enquire into my case.*"

The Sadukputr of Jewjee Bhundara.

- 1st. Letter from the Mukuddums and Shaitey Mahajuns of Moheree village, Turuf Goonjun Mawal, to some Patails, Mukuddums, and Shaitey Mahajuns of the village of Kesnud, in the Poona District. " You have sent to our village Rowjee Bin Somajee Bhundara, complainant ; and Mahoojee Bin Tookojee Bhundara, defendant, both Wudrook Turuf Pabul, with a letter, requesting us to settle the quarrel which these two people have about some land. We have therefore assembled, ten persons of the caste, to enquire into the affair, to whom Rowjee has given him a Tukrar, saying that he had brought Mahoojee from Majree, given him 7 Rookhas of land, and made him his brother, and that Mahoojee is not the descendant of Tanajee."

" On the other side Mahoojee stated in writing, that he was the descendant of Tanajee, being the fourth generation from him."

On hearing these statements all of us endeavoured to persuade them both, to submit to the decision of the caste, to which Rahoojee agreed, but Mahoojee would not consent, but appealed to the ordeal, Mahoojee was then desired to perform the ordeal, that he was the descendant of Tanajee, but he replied that the complainant Rahoojee ought to do it, to which Rahoojee consented ; and on Friday, the 28th of the month Jumadool Uwol, his nails were pared close and his hands fastened up in bags. On Sunday he took out the Ruwa (a small piece of metal at the bottom of a vessel of hot oil) declaring that Mahoojee was not the true descendant of Tanajee. On Tuesday the 25th Margerserh Shoodh, his hands were examined, and Rahoojee proved to be true. The whole of the Wuttun land and possessions of Tanajee whatever must be given to Rahoojee, Mahoojee has no right to them. Dated 1607.

2nd. Muhuzur Shuk 1607, Kroodhun Suwutsur, assembled at that village of Wudhoo Boodrook T. Pabul, Sun 1095. Ryots of the caste (named) the Patail and other villagers, in all twenty-four persons. These persons being assembled to investigate the case, Gomajee bin Mahoojee Bhundarry brought a paper from the Deshmookh, desiring that the villagers of the caste should be assembled and do justice to both the persons concerned, and settle the dispute, and a Purwarree from Ali Shaw Fazil Khan Darogha to the same effect, Jewjee bin Rahoojee Dhundarry brought a Purwarree from Khojah Sunpuck, Ferojdar of Thana Kooraigna, directing the lands to be confirmed according to the ordeal which had been performed at Moheree and not to permit Tatoonjee to interfere, and that the Purwarree which Tatoonjee had got before was null. The assembly having examined the above papers, sent Vasajee Dadoo Koolkurnee to Yeswant Row Sawant, Sirojdar at Kooraigna, to tell him that the Deshmookh had called an

assembly of the caste to enquire respecting the Wuttun and lands of the Bhundarries, but that an order was necessary for them to proceed to a decision, on which he gave orders for the assembly to decide according to justice, and the whole of the villagers, Mukuddums, and Sater Prubhow Thulwyes and 12 Balootees of Apte, assembled together to investigate the case. Both persons produced their papers as follows.

Gomajee bin Mahoojee produced the Muhuzur which had been given at Apte. Jewjee bin Rahoojee produced the Muhuzur of the ordeal at Moherec, and also the decision of an assembly of three or four villagers at Apte. Having examined all the papers, and taken security from both parties, viz., for Jewjee Rowjee, Chougoola of Kooraignum; and for Gomajee Subajee Sewba, Chougoola of Apte, that each would submit to whatever the assembly directed, both gave in Raza Namas and Tukras in writing.—The witnesses were then examined before the whole of the assembly standing in the Murkkoond, (a circle described on the ground to represent hill) with a cow's skin on their heads, and gave testimony as follows.

1st. Sewley Mukuddum deposed that the origin of the family is not of this place, but of Apte—Rahoojee had Meeras land in Wudhoo. That on account of some injuries committed by Tanajec, he had talked them over, and gained his friendship, by giving him his daughter, and 9 Rookhas of land, in Meeras, out of his own; that besides this, he had given him nothing. That he knew not what relation this person was to Tanajec—that he knew of the Muhuzur which had been granted at Apte, and also of the ordeal.

2nd. Tej Patail Argury Mukuddum deposed that there was a quarrel amongst the Bhundarries at Apte, and that a Muhuzur had been given in his name regarding it; that then Kanojee used to call himself Goomashtee; but this was proved false. Kanojee took the hand of Tookajee in asseveration of Tookoojee's being the descendant of Tanajec; at this time Katroojee's family were dead and gone; afterwards an ordeal took place, in which Rahoojee was proved true, and Mahoojee false.

3rd. Suntajee bin Kundoojee Dhuggey, of Apte, deposed that Sewley had brought Tookoojee Bhundara from Kallewarey; that in their village (Apte) Tanajec had a son named Kunkoojee, who gave Tookoojee into his (the deponent's hand) saying, this is my brother. That Tookoojee and Kanojee afterwards quarrelled, and that an assembly of 12 villagers gave a Muhuzur; that all this he knew to be true. That Rahoojee was not there at that time; that the ancestors of Kanojee and Tookoojee were not connected, nor settled

Meerasdars ; that the Dhuggeys were masters of the Meeras land, but that Rahoojee enjoyed the benefit since the ordeal at Moheree.

4th. Apajee Patell Dhuggey, of Aptee, deposed that he had committed thefts in Wudhoo, which had been traced to his forefather, that people had been sent to seize the thief, and that he had delivered Tatoonjee to them. That a fine was exacted of Tatoonjee, which he demanded of his (the deponent's) ancestor, on which he murdered him. That Tatoonjee had a grand-son, named Tanajee, whom he had brought to a reconciliation, and given him 6 Suzgunnees Thull land out of his own, and made him next in rank to Sewley. That afterwards Kanojee Bundarra was going to leave the village ; but that he had given him 6 Rookhas of Thull, and kept him. When the whole of the land was in cultivation, he gave Kanojee 6 Suzgunnees of land—that then Kunkoojee, son of Tanajee, came from Wudhoo, and bringing the Patail and Balootes, brought Tookoojee from Kallowarry, and gave him into his (the deponent's) ancestors land. That Kanojee and Tookoojee began to quarrel about the garden lands of Kunkoojee, and that time Tookoojee was proved to be the true descendant of Tanajee, and Kanojee's pretensions to be false. That the brother of Rahoojee was one of the assembly who gave this decision—that seven generations have seen no ancestors of Rahoojee. He has only enjoyed possession since the ordeal.

5th. * The Thulwayks and Sathee Pruja of Wudhoo and the Dhuggeys and Chougoolces of Aptee deposed that they know not who was the descendant of Tanajee. They know of the Muhuzur which had been given at Aptee by the assembly of the Patails of 12 villagers, on the dispute between Kanojee and Tookoojee. At that time Rahoojee's ancestor was not in the village : but on Rahoojee's coming to the village, he fixed upon Resnund, for his PUNCHAYET, and then having taken security, they referred the case to Moheree, where Rahoojee performed the ordeal and was cleared, and Mahoojee proved false ; that all this they knew.

* The Wuttundars and all the villagers.

Having weighed this evidence, it did not appear to agree in any way with Mahoojee's Sukaar. Rahoojee's ancestor was not in the village when the Muhuzur was given at Aptee.—When he came to the village, and began his dispute, it was settled by ordeal, on which Rahoojee was proved true, and Mahoojee false.—Of this the evidence is clear. The Muhuzur of the assembly of Moheree, which Gomajee has, is annulled ; the villagers knew that Mahoojee was unjustly accused. Jewjee bin Rahoojee has enjoyed his Wuttun since the ordeal, and Mahoojee has no ground of complaint against him. The ancestors of Rahoojee did with their own hands, and out of their own pleasure, give 9 Rookhas of Aptee and 7 Rookhas of Wudhoo, which

they let Mahoojee enjoy in comfort ; besides this, he has no claim to the house and land and Chowgoolkee of the two villages. Tanajee is the original Wuttundar ; an ordeal has been undergone for the Chowgoolkee and house and lands of the villages. The whole Wuttun and lands and house abovementioned are Rahoojee's, and let Jewjee enjoy them.

3rd. Zaminkutba of Resnund Suntojee Jadow of Kesnund, security for Rahoojee ; Newjee Arguwra of Wudhoo Boodrook, security for Mahoojee.

* Awaru.

4th. * Newarputr Shuk 1623, Ursish Survutsuree, 17th October, Wudhya, dated Toolapoor. Assembled 7 persons of the caste (named) who having deliberated, have decided that Babjee Sewla and Mahadjee Sewla, Chougoolas of Aptee, and Kumlajee Bhundarry, of Aptee, have come to us and preferred for decision a dispute between them, respecting the Chougoolkee of Aptee—and have given a Razee Nama and Kutba, that they agree to the true evidence of the Mukuddums of Aptee, given in the Pagoda. Upon this Khetjee, Patail of Aptee, went into the holy Pagoda, and took them both by the hand, in asseveration that they were both his Chougoolas by right, an inheritance and decent : any future interference with this decision will be in vain.

Purwana under Seal of Joorjarool Moolk Myrool Mabhee, Nawaub Assutkhan, dated 7th of the Moon of the month Sufer el Moozuffer Sun 27, to the Goomastas, and Jageerdars, Deshmooks and Deshpandeyes, Mukuddums and Moozafers of Pabool, Sircar Joomer Be it known that Rowjee wullud Somajee Bhundarry, of Wudhoo, in the above mentioned district, has come and complained " that the Office of Chougoola has belonged to my family for many generations, but now Tatajee, the son of Tookojee Bhundarry, of Aptee, supplant-ed me by violence and injustice :—therefore it is written, that the said Tatoonjee has, by deceit and fraud, carried away the Sunnuds, and is not to be trusted, and according to the Hindoo Sunnud under the signature of the Mukuddums and Shuityes and Muhuzurs of Moheree, the right of Chowgoolker of the abovementioned village has been confirmed to the said Rahoojee ; that whatever rights or privileges belong to that situation are to be restored him—you are therefore desired to restore him to his rights forthwith, and to obey this order without reply or delay.

Having thus weighed and considered the Tukrar, and Poorseesh, and papers of both parties, it appears by the evidence of both that they are not of the same family, but only brothers by surname. The Wuttun land of Wudhoo has existed for many years. Tanajee obtained the land of Aptee and half the Chowgoolkee. This point is asserted

by Jewjee only—on examining the actual state of possession, it appears by the papers, that both have had possession at times in both villages, but the possession of Jewjee in the village of Wudhoo seems to have been more permanent, as it appears that Rowjee's descendants have enjoyed uninterrupted possession of the Wuttun and lands of Wudhoo, since the quarrel between Rahoojee and Mahoojee Bhundayry and the ordeal which was undergone. In the Shuk 1607, Gomajee made an attempt to dispute the point, but this being proved false, no dispute has occurred since. The descendants of Rahoojee, down to the present Jewjee, have held undisturbed possession of the Wuttun of Wudhoo, and this Tatoojee does not now dispute, but Jewjee disputes and claims the Chowgoolkee and land of Aptee, and therefore it is that Tatoojee asserts a right to the Wuttun of Wudhoo. Both Rowjee and Kumlajee formerly enjoyed the Wuttun of Aptee, and the dispute between these two persons has been handed down till now. This dispute happened during the administration of Dhabarrey. Tatoojee produced the papers, but Dhabarrey would not dispense justice, the prayers being only on one side of the question; from that period, Tatoojee's descendants have enjoyed uninterrupted possession. This appears to be the true state of the case, but Jewjee says that Dhabarrey unjustly confused the lands; it appears, however, that this enjoyment of Wuttun of Aptee is one confirmation of the rights of Tatoojee; another confirmation is the Muhuzur, which was given 132 years ago, by the assembled villagers of Aptee and twelve other villagers, in the dispute between Tookojee and Kanojee, deciding that Tookojee was the rightful heir of Tanajee: from this and other papers, it appears that this dispute is of many years standing. The village assembly decided that Kanojee was not the descendant of Tanajee; if Tookojee then had been under similar circumstances with Kanojee, how could they have decided that he was the rightful heir of Tanajee, but by examining and comparing the Muhuzur of the year (Shuk 1607). The evidence of the villagers at that period differ from that given in Shuk 1558. In the Shuk 1607, the villagers of the two villages gave their evidence according to the best of their recollection and belief, but the substance of it is contradictory and inconsistent. The witnesses do not seem to have agreed with each other. In the Muhuzur of Shuk 1558, the particulars of the evidence of each village are not given, but Kanojee Bhundara himself confessed the very point in dispute, viz., that Tookojee was the true heir of Tanajee. This being the case, what ground could he have for dispute at all? On minutely examining this Muhuzur, it appears that no cross-questioning or due examination of the witnesses took place. They all said the same at once, and the Muhuzur was made without further enquiry, or investigation. But Jewjee also allows that this

Muhuzur was given, but that his ancestor was in another country at the time. When Kanojee begun the dispute, Jewjee and Kumlojee, by the desire of the villagers, brought Tookoojee from Kallowary, and the villagers believing, from the circumstance, that he was their brother, declared that he was of the family of Tanajee. Looking, therefore, to the matter of ordeal, we have the certificate from Moheree, the place where the ordeal was undergone, by which it appears, that the nails of Rahoojee were pared off three days before, and bags put over his hands; that on Sunday he performed the ordeal, that on Tuesday his hands were examined, and his truth proved: but to this Tatoonjee objects, that he rubbed his hands with the juice of a Wunusputtee (plant), and was thus enabled to undergo the trial. On the other hand, many ordeals have been performed at Moheree, and have been conducted with fairness and justice, how should any trick have been allowed in this instance? Tatoonjee's assertion of Rahoojee's having rubbed the juice of the Wunusputtee over his hands, appears false. That the ordeal was undergone is manifestly established by the papers, as well as the admission of both parties. In short, the ordeal was performed, because no just decision had been given upon the evidence of the villagers; falsehood was proved, and the possession on both villages confirmed to Rahoojee. Since then Gomajee, the descendant of Mahojee, again made a complaint, which was proved false, and a Muhuzur given to this effect. Tanajee himself made the Wuttuns of both villages, but Tatoonjee says that he only reviewed that of Wudhoo, and obtained for the first time that of Aptee. Rahoojee, however, established by ordeal in the quarrel with Tatoonjee's ancestor Mahoojee, that he, and not Mahoojee, was the true descendant of Tanajee, and it was decided that Rahoojee should enjoy Tanajee's Wuttun of both villages. Mahojee is not the descendant of Tanajee, and therefore has no claim to the Wuttun of either village. This fact has long been decided.

Tatoonjee now wishes to have the village assembly again called, evidence examined, and a fresh decision passed: but as an ordeal has been undergone, it is not proper that any further investigation should now take place: since the Gods have signified their decision on the result of the ordeal, what would the words of men avail? We have just seen that the judgments of the village assemblies, at two different times, had been contrary to each other, and that an ordeal was then resorted to; after this, to send for witnesses, and enter into a fresh investigation, would be useless. By the Muhuzur of Shuk 1558, Jewjee's ancestor was not proved false in the dispute, nor were they proved false at any time, in any subsequent dispute between them and the ancestors of Tatoonjee, but the ancestors of Tatoonjee

were proved false. The Muhuzur which was granted in favor of Kanojee, during the absence of Jewjee's ancestor, was an irregular intemperate proceeding; however, had no ordeal taken place, this Muhuzur must have been an authority; but it was at once annulled by the result of the ordeal. That Tatoonjee should have unjustly, and by force, enjoyed the Wuttun of Aptee after the ordeal, is proved by its result to have been improper.

(True Translation)

(Signed) J. MACLEOD.

Poona, 18th September.

(True Copy)

(Signed) J. MACLEOD.

TRANSLATION OF A SAROUNSH, 1819.

Sukaram Ramchunder Putwurdhun *versus* Govind Viswanath Putwurdhun, in a dispute respecting property. These two persons having written and given in their declarations and securities, and produced their documents in evidence, and given in a list of the names of a Punchayet, by which they agreed to abide. This PUNCHAYET having investigated the affair, has drawn up the following abstract.

Sukaram Ramchunder complains: "Shreemunt Rajshree Babasaheb" (the Paishwa) "gave me, on the occasion of a Shradh, a Dukshana of 2,200 rupees, and desired me to go and build a house at Phoolgaum. This money my uncle Govind Putwurdhan lodged for me in the hands of Junoba Ranarey, at 10 annas interest. Of this I have received Rupees 427-3-0 and a balance of 1,772-13-0 is due, as follows; viz., by Junoba Ranarey, Rupees 1,192-14½-0, and Govind Punt Putwurdhan, 579-14½-0. This balance is due by them both; and I now desire an order that the part of it, which has been received by Govind Punt may be enquired into and settled. Dated Phalgon Wuddye 10 Shuk 1740. The Respondent Govind Viswanath Putwurdhun answers: "My nephew Sukaram Ramchunder received this money from the Sircar to build a house at Phoolgaum Aptee, and it was lodged in the shop of Janardhan Ranarey. In the month Margseersh, Rajshree Huree Bhow Bhut took me with him to the house of Ballajee Punt Kalley; a PUNCHAYET was there held, and receipt for the money was taken in name of Sukaram Ramchunder; the receipt, which was in my name, was given back to the person (Janardhan Ranarey); out of this money I had spent some, on account

“of which I gave back the receipt which I had received from Ramchunder Viswanath, deceased (father of the complainant), for one-half of my dwelling-house in Poona, valued at 700 rupees, which he had purchased. The Panchayet further decided that Sukaram Ramchunder should pay me 167-8-0 which I had advanced to him at Oorawree Ambegaum, and that I should pay 197-8-0. This was the decision of the Panchayet, and the papers to this effect are with Sukaram Ramchunder. I had given up half the house, which he still possesses.” Dated Phalgun Wudhye, 10th Shuk 1740.

The Panchayet deliberated on the declarations of the parties as follows.—Under the former Government Balajee Punt Kalley Nisbut Gokley having named and assembled a Panchayet, it had decided that Govind Punt should repay whatever money he had taken out of the sum belonging to Sukaram Ramchunder, which he had lodged in the hands of Junardhun Ranarcy; and further had, in presence of both parties, decided that Govind Punt should pay Rupees 946-1½-0; of which sum he paid to Ramchunder Rupees 698-7-0; the balance, 647-10½-0, remains to be paid to Sukaram Punt by Govind Punt.—A certificate of this settlement was made out, to which Govind Punt subscribed, and this ought to be complied with; but Govind Punt refuses, and says that he has a written claim of Rupees 167-8 against Sukaram Punt, from the year (Shuk) 1734; on enquiring into the truth of which it appears that Sukaram Punt had owed to Govind Punt Rupees 250, and that an obligation to that effect had been given by Sukaram Punt, dated 10th Shuk Marggeersh Shuk 1737; but that the debt had been settled by Sukaram Punt, and his note received back. The above claim of Govind Punt is antecedent to this settlement, any yet no mention of it appears, and the writing itself is incorrect, nor was there any mention of it in the obligation to Sukaram Punt. Four of the Panchayet accordingly recommended that Ballajee Punt Kalley should be asked about the business; and according to his answer, both parties should abide. Upon this, Ballajee Punt Kalley was sent for to the Adawlut, where, in presence of the parties and Panchayets, Ballajee Punt Kalley and Bajeebhut Khelkur declared, in the Hoozoor Kutcherry, that a Panchayet had been assembled by them, and that it had rejected the claim of Rupees 167-8-0. This claim then is false. This being the case, Govind Punt must therefore pay to Sukaram Punt Rupees 247-8-0, besides interest. The members of both parties in the Panchayet subscribed to the above decision, viz :—

Wamun Shastree Satty, Bapoo Chimangee Thuttey, Balkrishna Gungadhur Joshi, Denkur Annundrow Joshi, in the manner the

members of both parties decided that Govind Punt should pay the above balance to Sukaram Punt. Dated 5th of May 1819.

Confirmed. (Signed) W. J. LUMSDEN.

True translation,

(Signed) J. MACLEOD.

Poona, 19th September 1819.

(True Copy)

(Signed) J MACLEOD.
