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The Stipulatio Poenae in the Law of Ceylon

THE problem stated.—When the parties to a contract agree that, in the event of a breach of contract, a sum of money is to be paid by the party in default to the injured party, to what extent is such an agreement (which in Roman law was termed a *stipulatio poenae*¹) enforceable in the law of Ceylon?

Are we in Ceylon governed on this subject by 'the Roman-Dutch Law pure and simple'², or has the English Law been introduced either expressly by legislation or tacitly by judicial decision. If the Roman-Dutch Law has been superseded by the English Law, has the supersession taken place on the basis that the Roman-Dutch Law and the English Law on the subject are similar; and has the English Law replaced the Roman-Dutch Law wholly or only in part? What, in short, is 'the living law of Ceylon'³ with regard to the *stipulatio poenae*?

It must be noticed that the case that is proposed for discussion in this article is that in which a party to a contract promises to pay the other a sum of money in the event of his breaking his obligations under the contract: the obligation to pay the money is a merely accessory or secondary obligation, which comes into existence only in the event of breach of the party's primary obligations under the contract. The position is quite different in the case (with which we are not concerned in this article) where the debtor's obligation

1. This may be translated 'stipulation for a penalty', provided we remember that in the Roman and Roman-Dutch law *poena* or 'penalty' did not have the technical meaning which it bears in English law; for the English law division of conventional sums into 'penalties' and 'liquidated damages' was not known in Roman and Roman-Dutch law. See *Namasivayam v. Suppramaniam* 1877 Ramanathan 362, 371; *Fernando v. Fernando* 4 N.L.R. 285, 288; *Webster v. Bosanquet* 13 N.L.R. 47, 55-6; *Pearl Assurance Co. Ltd. v. Union Government* 1933 A.D. 277, 300.

2. To use the phrase of Bertram, C.J. in *Samed v. Seguthamby* 25 N.L.R. 481, 487.

3. In *Rabot v. de Silva* 12 N.L.R. 81, 82 (P.C.), Lord Atkinson used this phrase to distinguish 'the Roman-Dutch Law pure and simple' from that law as developed in modern times by the legislature and by judges in Ceylon.



to pay the money is not merely accessory to some other obligation which is the primary obligation under the contract, but is in terms of the contract itself a primary but alternative obligation at the election of the debtor. The distinction between the two cases depends entirely on the intention of the parties to the particular contract⁴.

But even where it is quite clear that the parties to a contract intend that the obligation to pay the money was merely accessory to another primary obligation, the former obligation will not necessarily be enforceable. Thus, in the first place, since the obligation to pay the money is merely accessory to the principal obligation, it follows that if that principal obligation is for some reason null and void, the accessory obligation will also be void and unenforceable⁵.

Secondly, even where the principal obligation is quite valid, and the accessory agreement to pay a sum on its breach is therefore *prima facie* valid, the creditor cannot enforce payment of the sum unless there has clearly been a default by the debtor in terms of the agreement⁶. It is a question of construction of the particular agreement exactly when, and upon which default of the debtor, the sum agreed upon becomes payable by him⁷.

Thirdly, even where the principal obligation is quite valid and the default contemplated by the parties has clearly occurred, the creditor may be debarred from recovering the agreed sum because he has obtained other satisfaction from the debtor for the latter's default. Since the agreed sum is only accessory to the principal obligation of the debtor, and is intended to secure to the creditor performance of that obligation or compensation for its non-performance, the creditor is not obliged to claim the agreed sum. Instead of claiming that sum, the creditor may, if he prefers to do so, sue the debtor for performance of the primary obligation⁸, or for damages for non-performance

4. See, e.g., *Paiva v. Marikar* 39 N.L.R. 255, 257 and the cases therein cited.

5. Voet 45. 1. 12; Pothier, Obligations, sec. 338; French Civil Code (1804) Art. 1227; German Civil Code (1900) Art. 344; cf. *Huxham v. de Waas* 1820 Ram. 39, 41.

6. *Kailasam Chetty v. Fernando* 2 Browne 87; *Lenora v. Amarasekera* 5 N.L.R. 114; *Avehami v. Jayasekera* 2 S.C.C. 142.

7. See, e.g., *Mohamed v. Wijeyewardene* 48 N.L.R. 73, where, on the construction of a building contract, it was held that the payment of the sum promised by the contractor for delay in completing the building became payable only on completion of the building, and only from such date as the architect should determine (under power given to him by the contract of extending the date for completion originally agreed upon between the employer and the contractor).

8. Pothier sec. 341; French Civil Code Art. 1228; *Howard v. Hopkyns* (1742) 2 Atk. 371; *Logan v. Wienholt* (1833) 1 Cl. and Fin. 611.

of that obligation⁹. But the creditor cannot demand both the agreed sum and damages¹⁰ nor the agreed sum and performance.¹¹

The problem, then, with which this article is concerned may be more fully stated as follows:—Where the parties to a valid primary contractual obligation agree that, in the event of a breach thereof, the party in default shall become liable to pay the other, as a secondary obligation, an agreed sum, and the default has clearly taken place, to what extent does the law of Ceylon allow the injured party, who has not obtained any other satisfaction for the default, to recover the agreed sum? As stated earlier, we shall have to examine the English Law and the Roman-Dutch Law respectively before we can decide exactly what the position is in the modern law of Ceylon.

The English Law.—The English Common Law Courts admitted the exaction in full of a sum stipulated as due in the event of breach of contract, but in course of time the Court of Chancery gave relief in certain circumstances. The position in the modern law may be stated as follows:

Where the parties to a contract have themselves provided that in case of breach of the contract the party in default shall pay the other a stated sum, this sum may, in the eyes of the law, be one or two things: it may be either 'liquidated damages' or a 'penalty'. Whether the sum fixed is in any given case a penalty or liquidated damages is a question of construction for the Court, in deciding which the Court will take into consideration the intention of the parties as evidenced by their language and the circumstances of the case, taken as a whole and regarded as at the time of the making of the contract¹². If the sum fixed can be regarded as a genuine pre-estimate by the parties of the damage likely to follow from the breach¹³, the sum will be

9. Pothier sec. 342. But in English law the creditor has no option to sue the debtor for damages independently of suing for the agreed sum, if the agreed sum is held to be 'liquidated damages'—i.e. a genuine pre-estimate by the parties of the loss likely to result from the breach. If, however, the agreed sum is held to be, not 'liquidated damages', but a 'penalty' (for the distinction see the text at p. 11), the creditor has the option either of suing for the agreed sum or suing independently for damages for breach of contract; see pp. 13-14.

10. V. d. Keessel, *Dictata ad Grotium*, 3. 1. 43; cf. *Attorney-General v. Abram Saibo and Co.* 18 N.L.R. 417, 429.

11. except where the agreed sum is expressed to be payable for delay in performance as such, as distinct from non-performance. Pothier sec. 344 ad fin; French Civil Code Art. 1229.

12. *Commissioner of Public Works v. Hill* 1906 A.C. 368 (P.C.); *Webster v. Bosanquet* 1912 A.C. 394 (P.C.); *Dunlop Pneumatic Tyre Co., Ltd. v. New Garage and Motor Co. Ltd.* 1915 A.C. 79. In arriving at the intention of the parties, the Court is not restricted to the terms of the agreement but may, by taking extrinsic evidence, inform itself of all the circumstances attending the making of the contract. *Abrahamson (Pty.) Ltd. v. South African Electric Appliances (Pty.) Ltd.* 1940 C.P.D. 301 (a South African decision reviewing both South African and English cases).

13. or if the sum, though not a genuine pre-estimate of the probable loss, has been fixed by the parties because they agreed to limit the damages recoverable to less than those which a breach of the contract would probably cause. *Cellulose Acetate Silk Co. Ltd. v. Widnes Foundry* (1925) Ltd. 1933 A.C. 20, 25.

treated as liquidated damages¹⁴; but if the sum seems to have been fixed not with the idea of assessing the likely loss but *in terrorem*, that is, with the intention of securing performance of the contract by penalising a breach, the sum will be treated as a penalty¹⁵.

The terms used by the parties to describe the sum fixed are not conclusive, and do not absolve the Court from deciding from the terms of the contract and the surrounding circumstances whether the sum fixed is a penalty or liquidated damages. But since the parties may *prima facie* be presumed to mean what they say, the presumption, where the parties have used the term 'penalty', is that the sum is a penalty, so that the onus is on the party seeking to show that the amount is liquidated damages to prove this¹⁶; and, conversely, where the parties have used the term 'liquidated damages', the presumption is that the sum is liquidated damages, so that the onus is on the party alleging it to be a penalty to prove that fact¹⁷.

It has often been judicially stated that it is not possible to lay down exact rules for determining the question whether the sum fixed in a contract is a penalty or liquidated damages; but the decided cases have laid down certain tests which may be of help in ascertaining the intention of the parties. The application of these tests to the facts of particular cases has often led to differences of opinion; but it must be remembered these rules are no more than presumptions as to the parties' intention, so that they are rebuttable by evidence of a contrary intention appearing from a construction of the contract and the surrounding circumstances taken as a whole¹⁸.

The following are the chief tests that have been applied by the Courts to decide the question 'Penalty or Liquidated Damages?':—

- (1) If the sum agreed upon is extravagant and unconscionable in amount in comparison with the greatest loss that could possibly follow from the breach, the sum will be held to be a penalty¹⁹.

14. *Commissioner of Public Works v. Hill* 1906 A.C. 368 (P.C.), following *Clydebank Engineering and Shipbuilding Co. Ltd. v. Yzquierdo y Castenada* 1905 A.C. 6.

15. *Lowe v. Peers* (1768) 4 Burr. 2225, 2229; *Law v. Redditch Local Board* (1892) 1 Q.B. 127, 132.

16. *Wilson v. Love* (1896) 1 Q.B. 626; *Clydebank Engineering and Shipbuilding Co. Ltd. v. Yzquierdo y Castenada* 1905 A.C. 6.

17. *Pye v. British Automobile Commercial Syndicate Ltd.* (1906) 1 K.B. 425. Where the parties' intention is doubtful from the terms of the contract, *semble*, the sum is to be taken as a penalty. *Crisdee v. Bolton* (1827) 3 C. and P. 240, 243; cf. *Barton v. Glover* 1815 Holt (N.P.) 43.

18. *Pye v. British Automobile Commercial Syndicate Ltd.* (1906) 1 K.B. 425.

19. *Dunlop Pneumatic Tyre Co., Ltd. v. New Garage and Motor Co. Ltd.* 1915 A.C. 79, 87; *Clydebank Engineering and Shipbuilding Co. Ltd. v. Yzquierdo y Castenada* 1905 A.C. 6, 10.

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- (2) If a larger sum of money is made payable on breach of an obligation to pay a smaller sum of money, the larger sum will be held to be a penalty²⁰.
- (3) Where a contract contains only one stipulation on the breach of which an agreed sum is to be paid, the sum will be held to be liquidated damages, especially where there is no adequate means of ascertaining the exact damage which may arise from the breach²¹, except where the single stipulation is of trivial importance or can only give rise to nominal damages and the agreed sum payable is so large in comparison as to make it clear that the sum was fixed as a penalty²².
- (4) Where a contract contains a variety of stipulations, if a single lump sum is made payable on the occurrence of one or more or all of several events, some of which may occasion serious and others only trifling damage, the presumption is that the sum is a penalty²³, especially where some of the stipulations are of such a character that the damages which can possibly arise from a breach of any of them are insignificant when compared with the sum fixed by the parties²⁴. But this presumption is weakened where the amount of damages for the breach of each stipulation is unascertainable or not readily ascertainable, and in such circumstances the sum made payable on breach of any of the stipulations will be treated as liquidated damages²⁵.

Where the Court comes to the conclusion that the sum fixed is liquidated damages, the party complaining of the breach is entitled to recover the sum fixed without having to prove actual damage, and the Court will accept the sum without interfering with it²⁶. Where the Court comes to the conclusion that the sum fixed is a penalty, the party suing on the penalty can recover only the damages actually shown to have been suffered by him as a result of the breach, and in any event not beyond the amount of the penalty²⁷; but

20. *Kemble v. Farran* (1829) 6 Bing. 141, 148; *Thompson v. Hudson* 1869 L.R. 4 H.L. 1, 15; *Wallis v. Smith* (1882) 21 Ch. D. 243, 256; *Law v. Redditch Local Board* (1892) 1 Q.B. 127, 130.

21. *Lea v. Whitaker* 1872 L.R. 8 C.P. 70; *Dunlop Pneumatic Tyre Co. Ltd. v. New Garage and Motor Co. Ltd.* 1915 A.C. 79, 86; *Law v. Redditch Local Board* (1892) 1 Q.B. 127.

22. *Law v. Redditch Local Board* (1892) 1 Q.B. 127, 130; *Rayner v. Rederiaktiebolaget Condor* (1895) 2 Q.B. 289.

23. *Elphinstone v. Monkland Iron and Coal Co.* (1886) 11 App. Cas. 332, 342; *Dunlop Pneumatic Tyre Co. Ltd. v. New Garage and Motor Co. Ltd.* 1915 A.C. 79.

24. *Davies v. Penton* (1827) 6 B. and C. 216, 223; *Wallis v. Smith* (1882) 21 Ch. D. 243, 265 and 270.

25. *Atkins v. Kinnier* (1850) 4 Exch. 776, 783; *Galsworthy v. Strutt* (1848) 1 Exch. 659; *Wallis v. Smith* (1882) 21 Ch. D. 243, 258.

26. *Commissioner of Public Works v. Hill* 1906 A.C. 368, 375.

27. *Wilbeam v. Ashton* (1807) 1 Camp. 78; *Commissioner of Public Works v. Hill* 1906 A.C. 368, 375.

it is open to him to disregard the penalty and recover damages (even exceeding the amount of the sum fixed in the contract) in an action for breach of contract²⁸.

Before we turn from the English Law to consider the Roman-Dutch Law relating to the *stipulatio poenae*, it is not irrelevant to mention two authoritative attempts to restate concisely what was conceived to be the English Law but without express reference to the distinction between penalties and liquidated damages. The first is section 74 of the Indian Contract Act (Act No. 9 of 1872) which, as first enacted, did not contain the words italicized: 'When a contract has been broken, if a sum is named in the contract as the amount to be paid in case of such breach, (*or if the contract contains any other stipulation by way of penalty*), the party complaining of the breach is entitled, whether or not actual damage or loss is proved to have been caused thereby, to receive from the party who has broken the contract reasonable compensation not exceeding the amount so named (*or, as the case may be, the penalty stipulated for*)'²⁹. The second is section 339 (1) of the 'Restatement of the Law of Contracts' issued by the American Law Institute in 1932, which runs as follows:—'An agreement, made in advance of breach, fixing the damages therefor, is not enforceable as a contract and does not affect the damages recoverable for the breach, unless (a) the amount so fixed is a reasonable forecast of just compensation for the harm that is caused by the breach, and (b) the harm that is caused by the breach is one that is incapable or very difficult of accurate estimation'. It will be seen that the latter section, which, unlike the former, does not necessarily limit the damages recoverable to the sum agreed upon by the parties, is the more correct statement of the present law of England, according to which the creditor, where the conventional sum is a 'penalty' and not 'liquidated damages', can sue for breach of contract independently of the penalty, and thus recover even more than the agreed sum³⁰.

28. *Lowe v. Peers* (1768) 4 Burr. 2225, 2228; *Harrison v. Wright* (1811) 13 East. 343, 348; *Wall v. Rederiaktiebolaget Luggude* (1915) 3 K.B. 66, 72-3; *Watts, Watts and Co. Ltd. v. Mitsui and Co. Ltd.* 1917 A.C. 227, 244-5 and 246. *Secus*, where the contract clearly shows that the right to recover the agreed sum is to be the injured party's only right in the event of a breach of contract. *Cellulose Acetate Silk Co. v. Widnes Foundry* (1925) Ltd. 1933 A.C. 20, 25-6.

29. 'The sole object of the section appears to have been to provide for the class of cases . . . in which the distinction between "liquidated damages" and "penalty" has given rise to so much difference of opinion in the English Courts' (*Umarkhan v. Salekhan* (1892) 17 Bom. 106, 111). The words italicised in the text were added by section 4 of the Indian Contract Act Amendment Act No. 6 of 1899. Even the section as originally enacted was 'the result of a pronounced difference of opinion between the (Indian Law) Commissioners and the European business community in India as represented on the Select Committee of the Legislative Council' (Sir G. C. Rankin, *Background to Indian Law* (1946) p. 108; cf. pp. 81-2).

30. See pp. 13-14 at n. 28.

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The Roman and Roman-Dutch Law.—When we turn from the English Law to consider the rules of the Roman and Roman-Dutch Law on the subject of the *stipulatio poenae*³¹, we find little or no agreement among the old text-writers. As Bynkershoek says in his *Quaestiones Iuris Privati* (2. 14), 'There is utter confusion among the commentators both ancient and modern on the question of penal clauses inserted in wills and contracts for the purposes of more effectively enforcing their provisions, and I doubt whether there is one who has stated the law correctly'.

It seems clear that the practice of annexing a *stipulatio poenae* to a contract was well established even in Roman times, and was recognized to be an useful device as avoiding the necessity of proving the damage suffered by a breach of the contract. Contradictory views were held by the mediaeval commentators as to the extent to which such stipulations could be enforced.

According to one view which was based on texts of the Roman Law like *Institutes* 3. 19. 9 and *Digest* 45. 1. 38. 17, the creditor could compel the debtor to pay the whole amount agreed upon, on the principle that a promisor should be held to his promise³². So long, therefore, as the parties in agreeing for the sum were not acting *in fraudem legis* (for example, they were not trying to evade the usury laws), the law would not interfere with the full exaction of the agreed sum. The great Azo of Bologna was amongst those who held this view of the strict enforceability of *stipulationes poenae*³³.

In opposition to this highly legalistic view point was that which, based on other texts of the Roman Law like *Code* 7. 47³⁴, *Digest* 19. 1. 28 and 44. 4. 4. 3, and first authoritatively expressed by Dumoulin (Molinaeus) in his well-known treatise 'On Damages' (*De eo quod interest*),³⁵ came to be accepted by most of the Roman-Dutch text-writers as stating the position in their law. Voet expresses this view thus³⁶: 'The rule under our present law is that where a very large penalty (*ingens poena*) is attached to a contract, the full

31. Since *poena* is rendered as 'penalty' in many of the passages from the Roman and Roman-Dutch texts quoted below, attention is drawn to the fact that the word does not, in Roman and Roman-Dutch Law, possess the technical meaning it has in English law. See n. 1.

32. 'To the promisor of a penalty stipulated for, it is deservedly retorted that he ought to blame himself because he has of his own free will saddled himself with the bond of a penalty of such a character and amount' *Digest* 2. 8. 1, quoted by Voet 45. 1. 12 *ad fin.*

33. See Pothier sec. 345.

34. See p. 16.

35. Dumoulin's views are neatly summarised by Pothier sec. 345.

36. 45. 1. 13 *ad fin.* The authorities cited by Voet are Ant. Faber *ad Code* 7. 23. 2 *ad fin.*, Groenewegen *De Leg. Abrog. ad Code* 7. 47. 10, V. Leeuwen *Cens. For.* 1. 4. 15. 2, *Holl. Cons.* 4. 407 *ad fin.*

penalty is not adjudged, but that it ought rather to be mitigated in the discretion of the Judge, that it be reduced and limited so as to approximate to the amount which can probably represent the plaintiff's true damages'. The basis of this view is that 'when a debtor submits to an excessive penalty in case of the non-performance of his primary obligation, there is reason to presume that he was induced to do so under a false confidence that he should not fail in the performance of the primary obligation . . . and that he would not have submitted to it if he had supposed that the penalty could have been incurred . . . It would be contrary . . . to equity that the creditor should enrich himself at the expense of the debtor by requiring from him a penalty too excessive and manifestly beyond the damage which he has suffered from the non-performance of the primary obligation'³⁷.

Although Voet himself does not lay it down, some of the authorities he cites³⁸ prescribe that, in deciding whether or not the sum agreed upon by the parties is unconscionable, the Judge is to apply the rule laid down by Justinian in *Code* 7. 47 (*Lex unica de sententiis quae pro eo quod interest proferuntur*) which runs as follows:—'Since the uncertainties of ancient times in regard to the measure of damages have been drawn out *ad infinitum* . . . we . . . therefore decree that in all cases dealing with a defined quantity of anything, or anything definite in its nature, as in sales and leases, and all contracts, the damages shall on no account exceed double such defined amount. In other cases, where the amount appears to be undefinable, the judges who have undertaken to adjust the matter shall inquire into the case with as much exactness as they can, so that the amount of the loss actually sustained may be awarded as damages'. The exact scope of this *lex* unfortunately gave rise to many differences of opinion among the commentators³⁹. Some jurists seem to have thought that Justinian's enactment did not apply at all to conventional penalties⁴⁰, whilst even of those who thought it did⁴¹, some were not quite agreed as to how exactly it was applied⁴².

37. Pothier sec. 345; cf. Dumoulin *De eo quod interest* n. 159.

38. e.g., V.L. *Cens. For.* I. 4. 15. 2-6 and I. 4. 16. 12.

39. Groenewegen *De Leg. Abrog. ad Code* 7. 47 says that twenty-five different explanations of Justinian's enactment have been given by as many commentators. Bynkershoek (*Quaest. Iur. Priv.* 2. 14) says, 'Those who consider that this *lex* has been abrogated are mistaken, but those who think that Justinian failed to give certainty to an uncertain matter in this constitution are not mistaken. For it is most difficult to determine whether, in the case of claims of fixed amount, it is lawful to go up to a further similar amount, and whether in the case of claims not so fixed, the same or some other mode of assessing the actual loss is to be followed. Hence this *lex* has caused such confusion in the law-schools and the courts, that Carolus Molinaeus has laboriously compiled an entire book "On Damages" to explain it. But having read this book, you will be more confused than before you started . . .'

40. Groenewegen *De Leg. Abrog. ad Code* 7. 47. 1.

41. V. Leeuwen *Cens. For.* I. 4. 15. 2-6 and I. 4. 16. 12; V.d. Keessel *Dict. ad Gr.* 3. 1. 43 and *Theses* 481, Bynkershoek *Quaest. Iur. Priv.* 2. 14; *Aanmerkingen over het Redeneerend Verloog* (1778 Amsterdam edn.) Vol. 2, pp. 445-6.

42. Cf. Bynkershoek quoted in n. 39.

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But, whatever differences of view there may have been as to the basis on which the stipulated sum was to be modified, it is enough here to notice that the Roman-Dutch jurists for the most part did not adopt the strictly legalist view of Azo⁴³, and that they accepted the principle that a sum agreed upon as payable in the event of breach of contract could be modified by the judge if it was greatly in excess of the real loss suffered by the injured party. As we have seen⁴⁴, this was the view of Voet (following Faber, Groenewegen and Van Leeuwen), and writers after Voet also supported this view. Thus Bynkershoek, who is cited with approval by both Van der Keessel⁴⁵ and Van der Linden⁴⁶, says 'It is safer and better to follow the Roman Law, and to hold that penalties in contracts for doing or not doing something were invented for no other purpose than to provide that the measure of damages should not be uncertain, and that provided we observe the qualifications laid down in *lex unica Code de Sentent. quae pro eo quod interest profer.*, there is nothing to fear from such pacts . . . If however, a penalty clause in a contract is vastly in excess of (*longe et late excedat*), any real loss which the stipulator may suffer, then the *lex* referred to (C. 7. 47, *lex unica*) must be strictly observed' ⁴⁷. It is interesting to note that Pothier, who cannot strictly be called a 'Roman-Dutch text-writer', also prefers⁴⁸ the view of Dumoulin (which was in effect the same as that held by Bynkershoek) in preference to the view of Azo. The latter's view, which would make the conventional sum irreducible by the Court, has, however been adopted in the French Civil Code, which expressly says that the sum agreed upon between the parties cannot be modified by the Court⁴⁹.

To sum up the position in the Roman-Dutch Law, where the parties to a contract have agreed upon a sum to be paid in the event of non-performance, that sum was *prima facie* enforceable by the injured party against the defaulter, unless the latter could show that the sum agreed upon was much larger than the actual loss suffered by the former. On the other hand, it must be added that if the sum agreed upon proved insufficient to cover the actual loss, the

43. See p. 15 at n. 33.

44. See pp. 15-16 and n. 36.

45. *Dicta ta ad* Gr. 3. 1. 43 and *Theses* 481.

46. Note at vol. 1, p. 581 of his translation of Pothier, *Obligations*, sec. 345.

47. *Quaest. Iur. Priv.* 2. 14.

48. Pothier sec. 345.

49. Article 1152; except when the primary obligation has been performed only partially (Art. 1131). Article 343 of the German Civil Code gives the Court power to reduce the penalty where it is disproportionate in relation to the creditor's interest, but by Articles 348 and 351 of the Commercial Code a penalty promised by a 'mercantile trader' cannot be reduced.

Roman-Dutch Law allowed the injured party to recover compensation, even if that exceeded the sum agreed upon⁵⁰.

Having stated the English Law and the Roman-Dutch Law relating to the *stipulatio poenae*, we are now in a position to attempt a comparison and a contrast. Both systems of law agree in recognising the power of a person complaining of a breach of contract to sue the defaulting party for a sum of money promised in the event of default, that sum being *prima facie* due as promised; and both systems also recognise that the defendant had the power of releasing himself from his *prima facie* liability to pay the full amount agreed upon if he could discharge a certain burden of proof. But what the defendant had to prove to avoid liability to pay the full sum claimed of him was differently prescribed by the two systems.

In English Law the defendant who wishes to avoid liability to pay the full sum has to show, from the terms of the contract and the surrounding circumstances as at the date of the contract, that the sum, (whatever name the plaintiff has called it), is not 'liquidated damages', a genuine pre-estimate of the loss likely to arise from the breach of contract, but a 'penalty', a sum fixed *in terrorem* with a view to securing performance of the contract. If the defendant discharges this onus, the plaintiff can recover only such damages as he can prove that he has suffered, but not exceeding the sum fixed in the contract.⁵¹ In Roman-Dutch Law, on the other hand, the defendant who wishes to avoid liability for the full sum agreed upon, has to show that the plaintiff's claim is large in relation to the actual damage suffered by the plaintiff—an undeniably heavy burden since it involves the proof of facts not ordinarily within the knowledge of a defendant.

It will thus be seen that the Roman-Dutch differed from the English Law in that the former system did not adopt the English test of examining the contract in the light of the circumstances existing at the date of its making, with a view to deciding whether, according to the intention of the parties at *that* time, the sum fixed was in the nature of a 'penalty' or of 'liquidated damages'.

50. Voet 46. 2. 4; Pothier sec. 342, who, however, adds 'but the judge ought not too readily to listen to the creditor who pretends that the penalty he has received was not a sufficient indemnification for the non-performance of the agreement; for . . . the creditor, by demanding greater damages (than the sum agreed on) seems to act in opposition to an estimation which he himself has made, and this ought not to be allowed, at least unless he has proof at hand that the damage sustained by him exceeds the penalty agreed upon'.

51. As we have already seen (see p. 14 at n. 28) this limitation applies only where the plaintiff sues for the sum fixed by the contract. If the plaintiff wishes he may disregard the amount fixed in the contract and sue independently for damages for breach of contract, in which case he may recover more than the amount fixed.

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The latter distinction was unknown to the Roman-Dutch Law and, as a consequence, the burden of proof required of the defendant by the two systems of law materially differed⁵².

The Law of South Africa and Ceylon.—The last stage of our enquiry relates to finding out what is 'the living law of Ceylon'⁵³ and South Africa with regard to the *stipulatio poenae*. Does the Roman-Dutch Law apply or does the English Law or possibly a combination of both? We shall consider first the law of South Africa.

Starting in the early half of the 19th century with a complete allegiance to the Roman-Dutch principles as enunciated by Voet and Bynkershoek⁵⁴, the South African courts have gradually accepted the English distinction between penalties and liquidated damages, although there was an intermediate period when the full consequences of the adoption of these two categories of English law do not seem to have been appreciated. Thus, in *Peach and Co. v. Jewish Congregation of Johannesburg*⁵⁵ and *Chaffer and Tassie v. Richards*⁵⁶, conventional sums held to be 'liquidated damages' and not 'penalties' were thought to admit of being scaled down if *ingens* (large); and as late as 1933 three Judges of the Appellate Division, while recognising that the two categories of English Law had been adopted in South Africa, were of the view that the Roman-Dutch Law rules as to the burden of proof of damage were still in force in South Africa⁵⁷. But the Privy Council has now finally decided⁵⁸ that, with the adoption of the English distinction between penalties and liquidated damages, the English rules relating to the burden of proving damage, which were a necessary consequence of that distinction, had also been adopted in South Africa.

When we turn to consider the attitude of Ceylon judges to the *stipulatio poenae*, we find trends similar to those noticed in South Africa. In a few early cases the judges have expressed themselves so concisely that it is not quite clear whether they were applying the Roman-Dutch or the English Law⁵⁹. In some cases quite clearly the Roman-Dutch Law is applied, either

52. See generally *Pearl Assurance Co. Ltd. v. Union Government* 1933 A.D. 277, 300-2 and 305, per Stratford, J.A., and, on appeal to the Privy Council, 1934 A.D. 560, 565, per Lord Tomlin.

53. See n. 2 for this phrase.

54. See e.g. *Borradaile and Co. v. Muller* (1832) 1 Menzies 555.

55. (1894) 12 Cape L.J. 69, 73, per Gregorowski, C.J.

56. (1905) 26 Natal L.R. 207, 225-8, per Bale, C.J.

57. *Pearl Assurance Co. Ltd. v. Union Government* 1933 A.D. 277 (Wessels, C.J. de Villiers, J.A. and Curlewis, J.A., Stratford, J.A., dissenting).

58. *Pearl Assurance Co. Ltd. v. Union Government* 1934 A.D. 560.

59. See e.g. *Huxham v. de Waas* (1820) 1820-33 Ram. 39, 41; *Braybrooke v. Perera* (1838) Morgan's Digest 227; the anonymous case C.R. Batticaloa 8275, 1877 Ramanathan 70.

with no mention of the English distinction between liquidated damages and penalties⁶⁰ or after express mention of the difference between the Roman-Dutch and the English systems⁶¹. In other cases, with equal definiteness, the English Law is applied, either with no explanation for applying a foreign system in place of our common law, the Roman-Dutch system⁶², or with the explanation that the English Law is being applied because of its similarity to the Roman-Dutch Law⁶³ or because the English Law had been adopted in Ceylon⁶⁴. As in South Africa⁶⁵, in Ceylon also at one time the full consequences of the adoption of the English distinction between liquidated damages and penalties do not seem to have been appreciated⁶⁶, and it cannot be denied that some of the points of similarity which certain Ceylon judges thought existed between the English Law and the Roman-Dutch Law do not bear critical examination⁶⁷. But, although there is not for Ceylon any such

60. See e.g. *Fernando v. Fernando* (1899) 4 N.L.R. 285; *Kailasam Chetty v. Fernando* (1901) 2 Browne 87; *Jayasinghe v. Silva* (1911) 14 N.L.R. 170, 171-2, (per Lascelles, C.J., although the other judge, Middleton, J. (at p. 174), seems to have applied the English Law).

61. See e.g. *Parlett v. Pettachy Chetty* (1838) Morgan's Digest 218; *The A.G. v. Costa* (1922) 24 N.L.R. 281; cf. *Namasivayam v. Suppramaniam* 1877 Ram. 362, 371, per Berwick, D.J.

62. See e.g. *Kumaraaperuma Arachchigey Davith v. Gamage Dingiri Appuhamy* (1887) 8 S.C.C. 84 per Clarence, J. (though Burnside, C.J. in his very short judgement seems to have applied the Roman-Dutch Law); *Jayasinghe v. Silva* (1911) 14 N.L.R. 170, 174, per Middleton, J. (Lascelles, C.J. applying the Roman-Dutch Law); *Webster v. Bosanquet* (1912) 15 N.L.R. 125 (P.C.); *Subramaniam v. Abeywardena* (1918) 21 N.L.R. 161; *Wickremasuriya v. Kanira Appuhamy* (1919) 6 C.W.R. 57; *Abdul Majeed v. Silva* (1930) 32 N.L.R. 161, 163-5, per Maartensz, A.J., (but Jayawardene, A.J. at p. 166 applied the English Law on the ground that the English Law was 'very much the same' as the Roman-Dutch Law); *Associated Newspapers of Ceylon Ltd. v. Hendrick* (1935) 37 N.L.R. 104 (in this case Macdonell, C.J. applied the English Law though he used the terminology of Roman-Dutch Law when explaining the tests used in the English Law to distinguish liquidated damages from penalties).

63. *Pless Pol. v. de Soysa* (1909) 12 N.L.R. 45, 52, per Middleton, J.; *Webster v. Bosanquet* (1909) 13 N.L.R. 47, 49, per Middleton, A.C.J. (although Pereira, A.J. pointed out that the English Law differed from the Roman-Dutch Law); *Ramasamy v. Kanapathy* (1910) 2 Current L.R. 64; *Wijeyewardena v. Noorbhai* (1927) 28 N.L.R. 430; *Abdul Majeed v. Silva* (1930) 32 N.L.R. 161, 166, per Jayawardene, A.J.; *Negombo Co-operative Society v. Mello* 13 C.L. Rec. 141.

64. *Wijeyewardena v. Noorbhai* (1927) 28 N.L.R. 430, 432, per Dalton, J.; *Negombo Co-operative Society v. Mello* 13 C.L. Rec. 141.

65. See p. 19 at nn. 55, 56.

66. See e.g. *Namasivayam v. Suppramaniam* 1877 Ram. 362, 371, per Berwick, D.J., who seems to have thought that even a sum found to be liquidated damages and not a penalty could be modified.

67. *e.g., as we have seen, it is not correct to say, (as was said in *Pless Pol v. de Soysa* 12 N.L.R. 45, 52, per Middleton, J., cf. *ibid.* 48, per Hutchinson, C.J.; *Negombo Co-operative Society v. Mello* 13 C.L. Rec. 141, 142-3 per Macdonell, C.J.), that the Roman-Dutch Law, in deciding whether the sum claimed by the plaintiff was *ingens* (large), adopted the test of finding out whether or not the parties intended, at the time of their entering into the contract, that the sum fixed was, in relation to the loss likely to be caused by a breach, a genuine pre-estimate of damage. See above p. 19 at n. 52.

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unequivocal pronouncement as exists for South Africa in the Privy Council judgement in the *Pearl Assurance Company Case*, it is submitted, on the basis of recent judicial opinion in Ceylon, that the law of Ceylon has in effect adopted the English Law relating to the *stipulatio poenae*, both as regards the distinction between penalties and liquidated damages (as well as the tests applied to determine that distinction) and as regards the burden of proof required of the parties⁶⁸.

The following passage from the judgement of the Privy Council in *Pearl Assurance Company v. Union Government*⁶⁹ may, therefore, be taken as summing up the position for the law of Ceylon as well as for that of South Africa: 'Today the field covered by the old *poena* over which the Court could always have exercised a moderating jurisdiction on being satisfied that the *poena* was excessive, having regard to the actual damage suffered, is now occupied by the two categories' (of English Law—penalties and liquidated damages), 'ascertained by reference to the intention of the parties exhibited in the contract . . . If the sum claimed falls into the first category of genuine pre-estimate of damage, it can be recovered on proof of breach of contract without proof of damage and cannot be reduced, but . . . if it falls into the second category it is a penalty and actual proved damage (but not exceeding the amount of the "penalty") can alone be recovered in respect of it'.

In this South African case the Privy Council expressly left open the question whether, if damages exceeded the penalty, the full damages could be recovered in an action, not on the penalty, but for breach of contract; and in Ceylon it has been suggested, *obiter*, that the question must be answered in the negative⁷⁰. But 'this can hardly be said to be equitable'⁷¹ and there

68. As regards the latter, there is no suggestion in any Ceylon case, as there was in *Pearl Assurance Co. Ltd. v. Union Government* 1933 A.D. 277, (per Wessels, C.J., de Villiers, J.A. and Curlewis, J.A.), that, whilst the English distinction between liquidated damages and penalties had been accepted, the burden of proof required of the defendant was governed by the rules of the Roman-Dutch Law and not by those of the English Law. Our rules of evidence in Ceylon being based on the English Law, it may safely be presumed, in the absence of any judicial statement to the contrary, that the English Law relating to the burden of proof has been accepted in Ceylon, along with the English distinction between penalties and liquidated damages.

69. 1934 A.D. 560, 568.

70. *Lenora v. Amarasekera* 5 N.L.R. 114, 115, per Bonser, C.J.

71. *Pearl Assurance Co. Ltd. v. Union Government* 1933 A.D. 277, per Wessels, C.J.: 'The English system . . . makes the penal clause unenforceable . . . by the person in whose favour it has been inserted. As regards him it is held to be of no effect, but in respect of the promisor the clause has the effect of limiting the damage exigible by the plaintiff to the amount of the penalty, even though he proved that he has suffered greater damages than the stipulated penalty . . . It seems inequitable that, where there is a competition for a contract, and where the person who offers to pay a penalty upon non-performance gets the contract, when once he has obtained it he can ignore the penalty clause and treat it as if it were non-existent'.

seems no reason why an affirmative answer should not be given to this question in Ceylon and in South Africa, as in England⁷².

By its judgement in the *Pearl Assurance Company Case*⁷³, it seems clear that the Privy Council was not merely putting new English wine into old Roman-Dutch bottles, but was in effect giving its *imprimatur* to the complete supersession of the Roman-Dutch Law relating to the *stipulatio poenae* by the English Law. The Privy Council itself, in an appeal from Ceylon, once said⁷⁴ that 'the cases in which the (English) Courts have had to consider whether a stipulated payment in respect of the breach of a contract should be regarded as liquidated damage . . . or merely as a penalty . . . are innumerable and perhaps difficult to reconcile'; and it may consequently, perhaps, be permissible to express a regret that the English Law, with its distinction between penalties and liquidated damages (which has well been described as 'the most troublesome knot in the (English) doctrine of damages'⁷⁵), should have been adopted in South Africa and Ceylon in preference to the Roman-Dutch Law⁷⁶. Might it not have been better if, instead of judicial legislation introducing the English Law, some statutory restatement of the Roman-Dutch principles had been adopted in South Africa and Ceylon?⁷⁷

72. See p. 14 at n. 28.

73. 1934 A.D. 560.

74. *Webster v. Bosanquet* 15 N.L.R. 125, 127; cf. *Hills v. Colonial Government* (1904) 14 C.T.R. 39, 53. See also *Uttumchand and Co. Ltd. v. Times of Ceylon* 48 N.L.R. 179, 182 *ad fin.*, per Wijeyewardene, J. for the difficulty of reconciling some of the Ceylon cases which have followed the English distinction between penalties and liquidated damages.

75. Pollock and Mulla, *The Indian Contract Act* (4th edn.) p. 422.

76. Cf. *The Negombo Co-operative Society v. Mello* (1934) 13 C.L. Rec. 141, 142, per Macdonell, C.J.

77. Cf. section 110 of the draft South African General Law Amendment Bill of 1935, proposed soon after the Privy Council decision in the *Pearl Assurance Company Case* but never enacted:

(1) If a party (hereinafter referred to as the debtor) to a contract entered into after the commencement of this Act had thereby undertaken to pay or render to the other party thereto (hereinafter referred to as the creditor) any sum of money or other property in the event of any breach of the contract by the debtor, that undertaking shall, in the event of such breach, be enforceable, whether such money or property is described in the contract as a penalty, or as liquidated damages, or as a pre-estimate of damages or in any other manner, and whether the parties to the contract intended by the giving and acceptance of such undertaking to provide for the infliction upon the debtor of a punishment for such a breach or to provide for payment to the creditor of compensation for loss suffered by him as a result of such breach: Provided that—
(a) if the debtor proves that such sum of money or the value of such property is grossly excessive in comparison with the loss, inconvenience, disappointment or annoyance actually suffered by the creditor as a result

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In view of the incorporation of the English Law in South Africa and Ceylon this possibility is now of merely academic interest. But it is important to notice that, although there is no longer any room in South Africa and Ceylon for the application of the Roman-Dutch principles relating to the *stipulatio poenae* (which must now be taken to have been completely superseded by the English Law), yet there may be legal situations in which the English Law applies the test of asking whether a conventional sum claimed by one contracting party against the other is a penalty or liquidated damages, but in which the Roman-Dutch Law did not apply the principles of the *stipulatio poenae* (and recognise the Court's power of reducing the amount claimed if excessive in relation to the actual loss), and in which situations, therefore, even in the modern Roman-Dutch Law countries the English test of 'Penalty or Liquidated Damages?' would now be inapplicable. But it must be emphasised that, although in such a situation the English test of 'Penalty or Liquidated Damages?' does not apply, neither do the Roman-Dutch principles of the *stipulatio poenae* apply today to such a situation, any more than they did earlier before the English Law had superseded them.

Good illustrations of the similarities and differences that exist between the English Law and the law of the modern Roman-Dutch Law countries can be found if we consider in some detail applications of the second of the tests which, as noticed above, have been laid down by the English Courts to decide between penalties and liquidated damages: namely, that where a larger sum of money is made payable on breach of an obligation to pay a smaller sum, the presumption is that the larger sum is a penalty⁷⁸.

Thus, the principle that general damages cannot be recovered for non-payment of an ordinary money debt, the creditor being entitled only to the

of such breach, a competent court may, at the instance of the debtor, reduce the indebtedness of the debtor to a sum or value which the court considers sufficient to compensate the creditor fully for any such loss, inconvenience, disappointment or annoyance;

(b) if the creditor has, as a result of such breach, suffered any loss in excess of such sum of money or in excess of the value of such property, he may recover from the debtor an amount equal to such excess in addition to such sum or property, unless it is clear from the terms of the contract that the liability of the debtor is in any event not to exceed such sum or value;

(c) any such undertaking in connection with a contract for the payment of money shall be subject to the provisions of the law relating to usury.

(2) No payment or delivery made in connection with any contract (whether described as arra, earnest money, forfeiture, penalty, damages, purchase price, rent or in any other manner) shall be recoverable by the person who made the payment or delivery merely by reason of the fact that it was made as a penalty for non-fulfilment of the said contract'.

⁷⁸. See p. 12 at n. 20.

capital and reasonable interest, is accepted in English Law⁷⁹ as well as in South Africa⁸⁰; and stipulations for payment of interest at a higher rate on default, of payment of capital and interest at a lower rate are presumed to be penalties in English Law⁸¹ as well as in the law of Ceylon⁸².

In English Law, then, a promise to pay a larger sum of money on breach of an obligation to pay a smaller sum is presumed to be a provision by way of penalty. But in English Law, where for the benefit of the debtor it is expressly agreed that a debt may be paid by instalments subject to the condition that if default is made in payment of one instalment the whole debt becomes due, such an agreement is not considered to be a penalty⁸³. On the other hand, according to English Law, where there is an express stipulation that part of the consideration⁸⁴ already paid by a purchaser should be forfeited unless the balance is also paid when due, such a forfeiture clause is treated as a penalty, from which the purchaser may obtain relief on proper terms⁸⁵.

The view of the Roman-Dutch Law as to forfeiture of such instalments is different and is based on a passage in Voet's *Commentaries* which deals with the *lex commissoria*—that is, 'a pact annexed to a purchase at the time it is contracted to the effect that, unless the price be paid at a certain time, the thing shall be considered as unbought (*res inempta est*)'⁸⁶. Voet says that where the seller avails himself of his rights under a *lex commissoria* and rescinds the sale for non-payment of instalments, the seller must refund to the purchaser any part of the price received, 'unless it was a part of the agreement that it

79. *Kemble v. Farran* (1829) 6 Bing 141, 148.

80. *Becker v. Stusser* 1910 C.P.D. 289; *Koch v. Panovska* 1934 N.P.D. 776.

81. *Wallis v. Smith* (1882) 21 Ch. D. 243, 260-1.

82. *The Negombo Co-operative Society v. Mello* 13 C.L. Rec. 141. The Roman-Dutch Law arrived at more or less the same result: the higher interest, though not necessarily unenforceable, will be reduced if in all the circumstances of the case it is excessive. *V. Leeuwen Cens. For.* 1. 4. 16. 12; *V.d. Keessel Theses* 481 and *Dict. ad Gr.* 3. 1. 43; *Kailasam Chetty v. Fernando* 2 Browne 87.

83. *Thompson v. Hudson* 1869 L.R. 4 H.L. 1; *Wallingford v. Mutual Society* (1880) 5 A.C. 685; *Protector Endowment Loan and Annuity Co. v. Grice* (1880) 5 Q.B.D. 592; *Latter v. Colwill* (1937) 1 A.E.R. 442.

84. 'If (the payments) were *arrha* (i.e. a deposit by way of earnest-money to bind the bargain, as distinct from part-payment), it would be forfeited without any express stipulation, such being the English Law . . . and the Roman and Roman-Dutch Law' (*Cloete v. Union Corporation Ltd.* 1929 T.P.D. at 526. For the distinction between deposit and part-payment see, for Ceylon, *Peris v. Vieyra* 28 N.L.R. 278 and *Palaniappa Chetty v. Mortimer* 25 N.L.R. 209.

85. *In re Dagenham Dock Co., ex parte Hulse* L.R. 8 Ch. 1022; *Kilmer v. British Columbia Orchards* 1913 A.C. 319 (P.C.); *Steedman v. Drinkle* (1916) 1 A.C. 275 (P.C.); *Brickle v. Snell* (1916) 2 A.C. 599 at 605 (P.C.).

86. Voet 18. 3. 1.

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should be forfeited as a penalty for default, in which case the fruits during the intervening period remain with the purchaser'.⁸⁷

On the authority of this passage, it has been held in South Africa that 'the forfeiture provisions of a *lex commissoria* attached to a contract of sale⁸⁸ are, if they conform to the requirements of Voet 18. 3. 3, enforceable, and . . . in such a case no question as to penalties or pre-estimates of loss arises'⁸⁹. For Ceylon there is no direct authority, but in *Peris v. Vieyra*⁹⁰, where, in the absence of an express stipulation regarding forfeiture of the instalments of the purchase price paid, the purchaser was held entitled to recover the instalments, both judges used language which seems to have recognised the seller's right to retain the payments if there had been an express stipulation to that effect⁹¹.

But, while recognising the existence of this important difference between the English Law and the Roman-Dutch Law as administered in South Africa and Ceylon, the exact limits of this exception to the general principles within which penalties can be enforced must be noticed. The decided cases lay it down that, where the forfeiture clause falls strictly within the limits of the rule laid down by Voet in 18. 3. 3, it can be enforced, irrespective of the question whether it would otherwise have been considered a penalty and not liquidated damages, and even where the instalments paid by the defaulting purchaser and retained by the seller are more than the amount of the actual loss suffered by the seller as a result of the purchaser's default⁹². But where the forfeiture clause does not conform to the requirements in Voet 18. 3. 3, the clause will be governed by the general principles within which alone penalties can be

87. Voet 18. 3. 3.

88. 'prohibited in the case of pledge, but allowed in sale' Voet 18. 3. 1. For the prohibition of the *lex commissoria* in mortgage see Voet 20. 1. 25, *Mapenduka v. Ashington* 1919 A.D. 343; and *Saminathan Chetty v. Van der Poorten* 34 N.L.R. 287, 294-5 (P.C.).

89. *Arbor Properties (Pty.) Ltd. v. Bailey* 1937 W.L.D. 116, 121-2; see also *Rossler v. Voss* 1925 N.P.D. 266; *Mine Workers' Union v. Prinsloo* 1948 (3) S.A.L.R. 831. In *Ngomezulu v. Alexandra Townships Ltd.* 1927 T.P.D. 401 the principle laid down in Voet 18. 3. 3. was applied, and there was held to be no penalty in an express provision that on default in payment the seller could cancel the sale and resume possession without liability to pay compensation for improvements effected by the purchaser. In *Jonker v. Yzell* 1948 (2) S.A.L.R. 942 it was held that the principle in Voet 18. 3. 3. applied and there was no penalty in an express provision for forfeiture of instalments on default, even where the purchaser had not had the benefit of possession of the property.

90. 28 N.L.R. 278.

91. Lyall Grant, J. at p. 282 said, 'He cannot claim more except by proving an express agreement that moneys paid should be retained by him'. Dalton, J. at p. 282 said, 'No doubt on (the purchaser's) default the (vendor) had his remedy, but he is not necessarily entitled to retain the instalments of purchase money paid'.

92. See the cases cited in n. 89 and *Diamond v. Vosloo* 1936 E.D.L. 343, 355.

enforced⁹³. Again, it must be noticed that the seller cannot both approbate and reprobate at the same time: so that if the seller cancels the contract, claiming return of the article and retention of instalments paid by the purchaser⁹⁴, he cannot also claim the balance of the purchase price⁹⁵ with or without damages⁹⁶; and any express provision to that effect would amount to a penalty⁹⁷.

Summary

- (1) The English Law and the Roman-Dutch Law relating to the power of a contracting party to recover the full amount of a sum promised by the other party in the event of default are not, in spite of what some Ceylon judges have said, 'much the same'.
- (2) The English Law on the subject, both as regards the distinction between penalties and liquidated damages (which was unknown to the Roman-Dutch Law) and as regards the burden of proof of damage, has, quite unequivocally, been adopted in South Africa.
- (3) According to the trend of recent judicial opinion in Ceylon, the English Law may be said to have been adopted in Ceylon. An unequivocal judicial pronouncement to that effect is desirable in order to end all doubt.

93. See e.g. *Cloete v. Union Corporation Ltd.* 1924 T.P.D. 508 where, the seller having expressly stipulated that the purchaser was not to retain the fruits, the case was distinguished from that in Voet 18. 3. 3, and the clause providing for forfeiture of instalments of the purchase-price on default by the purchaser was held to be penal, with the consequence that the seller who had not proved any damage was held not entitled to retain the instalments.

94. including also, if expressly so provided, recovery of instalments due but unpaid at the date of cancellation. *Emmett v. Darter and Sons* 1920 E.D.L. 74, 78; *Bloch v. Michal* 1924 T.P.D. 54, 57-8.

95. *Webster v. Varley* 1915 W.L.D. 79; *Scharfenaker v. Duly and Co. Ltd.* 1940 S.R. 223.

96. *Moll v. Pretoria Tyre Depot and Vulcanizing Works* 1923 T.P.D. 465, 471-2.

97. *Moll v. Pretoria Tyre Depot and Vulcanizing Works* 1923 T.P.D. 465, 472 and 474. Cf. *Bawa Saibo v. Jacob Cooray* 1 S.C.R. 233 (a case of lease). In this case the lessor claimed (a) forfeiture of the lease (on the ground of breach of the condition to pay rent in advance), (b) rent in advance due at the date of cancellation, and (c) as damages, the sum agreed upon by the parties as payable in the event of the lessee's default. It was held that the lessor could not, whilst recovering the property, recover both unpaid rent (semble, that due for the period after the cancellation) and damages.

It is to be noticed that, where a lessor sues only for forfeiture of a lease for breach of conditions in it, the Courts in South Africa and Ceylon have no equitable jurisdiction (as English Courts have) to grant relief to the tenant, though the Courts may be guided by equitable consideration in deciding whether or not a breach of the condition in question has been committed. For the authorities, and a criticism of some of the Ceylon cases, see the present writer's article 'The Law of Nature and the Law of Ceylon' in 1946 *Ceylon Law Students' Magazine*, p. 27, n. 29.

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- (4) But although there is now (in view of the adoption of the English Law) no room in South Africa or Ceylon for the application of the Roman-Dutch principles of the *stipulatio poenae*, situations may arise in South Africa and Ceylon in which the English Law applies the test of 'Penalty or Liquidated Damages?' but in which the Roman-Dutch Law did not apply the principles of the *stipulatio poenae* and in which, therefore, the English test is inapplicable today in South Africa and Ceylon.

T. NADARAJA

The Territorial Divisions of Ceylon from Early Times to the 12th Century

(1) Introduction

THE three major Divisions or Principalities of ancient Ceylon are generally accepted to have been (1) RĀJARATṬHA, later called PATIṬṬHĀ-RATṬHA (PIHIṬI RAṬA), which comprised, approximately, the present Northern Province, the North-Central Province and the Trincomalee District to west of the Mahavāli Gaṅga, and the greater part of the North-Western and Western Provinces as far as the Kalu Gaṅga, (2) ROHAṆA (RUHUṆU DANA VIYA), which included the Southern Province, lower Ūva, and the North-Central and Eastern Provinces to the east of the Mahavāli Gaṅga, that river being the boundary between Rājaratṭha and Rohaṇa, and (3) MALAYA (MALA-MANḌULU), which extended over the mountainous areas of the Central, Sabaragamuva, Ūva, North-Western and Western Provinces.

Rohaṇa and Malaya are mentioned from the earliest times¹, but Rājaratṭha, the standpoint of the writers of the early Chronicles, is not specifically named till the 9th century². There is no evidence as to when the name Rājaratṭha first came into use nor is there any evidence that this division bore another name earlier.

A large portion of Rohaṇa (approximately, the area between the Kalu Gaṅga and the Nilvala Gaṅga, from the sea to the central hills) and considerable extents of Malaya (elevations above 2,000 feet) were uninhabited or very sparsely populated up to the 4th century or even later³.

(2) The Early Period, 5th B.C. to 7th A.C.

The principality of Kalyāṇī (Kalyāṇī-*desa* or -*janapada*), an area approximating to the present Colombo and Kāgalla Districts, had a semi-independent existence of short duration in the first half of the 2nd century B.C. and was thereafter re-absorbed into Rājaratṭha⁴.

The establishment of territorial divisions (*janapadas*) is mentioned in accounts of the earliest times⁵. *Janapada*, *desa* or *padesa*, and *passa* appear

1. D. (*Dīpavaṃsa*) 18. 23, 40; 19. 20; 22. 16; M. (*Mahāvamsa*) 7. 67, 68; 22. 6, 8; 24. 7, etc. Rohaṇa is sometimes styled Rohaṇa-*janapada*, but Malaya is not given any designation in the early period.

2. M. 52. 4; 55. 22.

3. U.C.R. (*University of Ceylon Review*), VII, 142.

4. M. 22. 12, 13. Inscriptions of a Raja and some Ayas of the Kalyāṇī kingdom occur in the Kāgalla District—see C.J.S. (*Ceylon Journal of Science*, Section G.) II, 202 to 204.

5. M. 7. 46.

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to have been used as synonymous terms in the early Pāli Chronicles, and they represented the largest divisions. The principality of Rohaṇa, like that of Kalyāṇī, was called a *janapada*, and the latter was also called a *desa*. The other *janapadas* mentioned are:—Uttika-*desa* or Uttiya-*janapada*⁶ (in the Kalyāṇī principality); Ambatṭhakola-*janapada*⁷, Hatthibhoga-*janapada*⁸, and Dakkhina-Malaya-*janapada*⁹ (in Malaya); and Giri-*janapada*¹⁰, Koṭṭhivāla-*janapada*¹¹, Aḷa-*janapada*¹² and Kallagāma-*janapada*¹³ (in Rohaṇa). It will be seen that Kalyāṇī-*janapada* and Rohaṇa-*janapada* contained divisions also termed *janapada*, so that *janapada* was a term of somewhat loose application for a territorial area of large size.

A region to east of Anurādhapura was called Girikaṇḍa-*desa*¹⁴. With Anurādhapura taken as the centre, the divisions within Rājaraṭṭha (which name may not have been in use in the early period) in the four cardinal directions were called Uttara-*passa*, Dakkhina-*desa*, Puratthima-*desa* and Pacchima-*(desa)*. Inscriptions of the 2nd century A.C. specify two of them, Paḍi-*passa* (Pacchima-*passa*) and Pajina-*passa* (Pācina-*passa* or Puratthima-*desa*)¹⁵. Whether these were, at this time, terms of general description in relation to Anurādhapura, or defined, territorial divisions is not quite clear. This nomenclature, which had an early origin and persisted into medieval times, recalls the limited extent of the original Anurādhapura kingdom.

Rohaṇa and Malaya were called *maṇḍalas* in the 9th and 10th centuries, but *maṇḍala* did not appear to have that significance in the early period. Dovārika-*maṇḍala* or Dvāra-*maṇḍala*¹⁶ was the name of a village: this is the only *maṇḍala* mentioned in the early Chronicles, but the Pāli Commentaries mention two others, Pañcanikāya-*maṇḍala* and Upari-*maṇḍala*¹⁷. The term is absent in the early inscriptions.

It is noteworthy that the *Dīpavaṃsa* and the *Mahāvaṃsa* (and even the later Extended *Mahāvaṃsa*) do not employ the term -*raṭṭha* in reference to a territorial division of Ceylon. (The Commentaries, however, name two *raṭṭhas*, Dīghavāpi-*raṭṭha* and Devaputta Mahā-*raṭṭha*¹⁸). Metrical con-

6. *M.* 22. 14; *E.M.* 22. 44.

7. *E.M.* 28. 48.

8. *M.* 35. 44.

9. *M.* 41. 10; *E.H.B.* (*Early History of Buddhism in Ceylon*, by E. W. Adikaram), Appendix IB.

10. *M.* 23. 68.

11. *M.* 23. 19; 30. 29.

12. *E.H.B.*, Appendix IB.

13. Commentary on the Aṅguttara Nikāya, 52.

14. *M.* 10. 82.

15. *E.Z.* IV, 222; *A.S.* 7th Report, 47.

16. *D.* 10. 9; *M.* 10. 1, 23. 23.

17. *E.H.B.*, Appendix IB.

18. *Ibid.*

siderations doubtless dictated the choice between *-desa*, *-padesa*, *-disā*, *-passa* and *-janapada*. But the complete absence of *-raṭṭha* cannot be accounted for by this explanation. The inscriptions of the *Mahāvamsa* period contain several references to District chieftains or administrators styled *Raṭikas* or *Raṭiyas*: the general rule in these inscriptions is to name the place at which the *Raṭiya* resided, but in two instances the area which he administered is specified but it is not designated *raṭa* or by any other term¹⁹.

The size or importance of a territorial division is deducible from the rank of the official who administered it. A prince who governed *Rohaṇa* bore the title *Rohiṇika*²⁰, while a minister who performed the same functions was called *Rohaṇa-bojika*²¹. The administrators of *Nakadiva*²² (*Nāgadīpa*, the Jaffna peninsula) and *Pajinakara*²³ (the Eastern coast) were ministers. But *Huvāca-kaṇṇikā* was administered by a *Raṭiya*. Four other *kaṇṇikās* are mentioned in the *Chronicles* and *Commentaries*²⁴. A *kaṇṇikā* was a sub-division of a *janapada* or *desa* or *passa*. Its Sinhalese equivalent in the early inscriptions is *kaṇiya*²⁵.

Rājī (*rajiya* in inscriptions) was another term for a sub-division. The *Mahāvamsa* mentions *Gaṅga-rājī*²⁶ and *Pācīnakhaṇḍa-rājī*²⁷. The inscriptions add a third, *Nila-rajiya*, and it is clear that this was a territorial sub-division because there were several villages and tanks in it²⁸.

Vihāra-bīja,²⁹ called *Vihira-bija* in inscriptions³⁰, was, likewise, a sub-division. Another sub-division with the same termination was *Upala-bijaka*, also called *Upala-avi-bijaka*, *Upalavi-bijaka* and *Upalavi*³¹. Yet another sub-division was named *Utarapura-atana*³²: it contained about a dozen tanks and villages.

19. *C.J.S.* II, 126, No. 528; *U.C.R.* VIII, No. 2, p. 127. Huvahaka of the latter inscription is identical with *Huvācakaṇṇikā* of the *Mahāvamsa*; presumably, then, the area administered by a *Raṭiya* is called a *Kaṇṇikā* in the *Chronicles*.

20. *C.J.S.* II, 18.

21. *Ibid.*

22. *E.Z.* IV, 237.

23. Inscription at *Kūmacōlai*, in Batticaloa District.

24. *Kuḷumbāri-Kaṇṇikā*, *M.* 23. 45; *Nakulanaga-Kaṇṇikā*, *M.* 23. 77; *Kālayana-Kaṇṇikā*, *M.* 34. 89; and *Ullabbhakola-Kaṇṇikā*, *E.H.B.*, Appendix IB.

25. 1st century inscription at *Kaduruvāva*; 2nd century inscriptions at *Dakkhiṇa Vihāra*.

26. *M.* 36. 15.

27. *M.* 23. 4.

28. *A.I.C.* 20; 2nd century inscription at *Ratanapāsāda*; 2nd century inscriptions at *Dakkhiṇa Vihāra*. The following phrases occur:—*NILARĀJIYA ARITAGĀMA VĀPI*; *NILARAJIYA KACAKA AVUḌAKA-GĀME CA GĀMA*; *NILARAJIYA JAḌAGAMAKA VAVI*; *NILARAJIYA CITAGAMAKA*; *NILARAJIYA CUḌA . . .*

29. *M.* 17. 59.

30. *A.I.C.* 20; *E.Z.* I, 255; 2nd century inscription at *Dakkhiṇa Vihāra*.

31. *E.Z.* I, 211; *A.S.* 7th Report, 47, Nos. I and II.

32. *A.S.* 7th Report, 47, 49; cf. *Badakara-atana* at *E.Z.* IV, 237.

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Although the names of some 40 divisions and sub-divisions emerge from the chronicles, commentaries and inscriptions of the early period, the information is insufficient to form even a tolerably accurate picture of the scheme of territorial division at that time. The terms used for various territorial areas have already been recounted: *janapada*, *desa* and *passa* were synonyms for the major divisions, but it is not possible to differentiate as to their relative size between the sub-divisions. By the 1st century territorial division and administration had developed upon an organised basis. Princes or ministers governed Rohaṇa and, probably, also Malaya. Ministers administered large or important divisions. The Raṭiya was one of the officials who stood between the ministers and the village headmen, but we have no definite information as to who the other regional administrators were and what the sub-divisional organisation was.

(3) The Medieval Period, 8th to 12th Centuries

The volume of information available for the medieval period is considerably larger and more precise. 'Provinces' were clearly distinguished from 'districts': in contemporary inscriptions the governors of 'provinces' are styled *Pas-ladu* and the governors of 'districts' *Raṭ-ladu*³³.

The terms used for territorial divisions in the *Mahāvamsa* are strikingly different from those used in the *Cūlavamsa*. Where the former mentions eight *janapadas*, the latter names only one³⁴; but the term did not become obsolete, as its rarity in the *Cūlavamsa* might lead one to believe: its Sinhalese equivalent, *danaviya*, occurs in several medieval inscriptions and was used to designate Rohaṇa and other large divisions. The *Cūlavamsa* names 31 *raṭṭhas* while the *Mahāvamsa* omits this term altogether. *Maṇḍala*, which occurs once in the *Mahāvamsa* and does not there appear to signify a division, is used in the *Cūlavamsa* as a synonym for *janapada*, *desa* and *raṭṭha*. *Kaṇṇikā* and *rājī* of the *Mahāvamsa* (*kaṇiya* and *rajiya* in the early inscriptions) disappear in the *Cūlavamsa* and the medieval inscriptions: the *Cūlavamsa* names no sub-divisions, but the medieval inscriptions call them *kūliya* and *biṃ*. Common to both the early and later Chronicles and with no change of meaning are *desa* and *passa*. The *Cūlavamsa* introduces a new term, *vagga*, (*vaga* or *vaka* in inscriptions), which was an alternative for *raṭṭha*.

In the medieval period, the three principalities were called (1) Rohaṇa-*desa* or -*maṇḍala* in the Chronicles, and *Ruhunu-danaviya* in inscriptions, (2) Malaya-*desa* or -*maṇḍala* in the Chronicles, and Mala-*maṇḍulu* in inscriptions, and (3) Rāja-*raṭṭha* in the Chronicles, and Raja-*raṭa* in inscriptions. Except in the case of Rāja-*raṭṭha*, *raṭṭha* signified a division of a *passa*, *desa* or *maṇḍala*: this obvious anomaly was apparently well understood. But it was not the

33. E.Z. III, 290; E.Z. IV, 41, 53, 179, 251.

34. Cuṇṇasālā-*janapada*, M. 57. 46, 57.

only anomaly. In Rohaṇa-*desa* or -*maṇḍala* or -*danaviya*, there were one other *desa*, five *maṇḍalas* and one *danaviya*; in Malaya-*desa* or -*maṇḍala*, there were one *janapada*, three *desas* and one *maṇḍala*; and in Rāja-*raṭṭha*, there were six *desas* or *passas*, one *danaviya* and several *raṭṭhas*³⁵.

Briefly, in the medieval period, the major divisions, except Rājaraṭṭha, were named *desa*, *passa* (S. *pasa*), *janapada* (S. *danaviya*) and *maṇḍala* (S. *Maḍulu*): each of these was divided into *raṭṭhas* (S. *raṭas*) or *vaggas* (S. *vagas* or *vakas*): these latter were further sub-divided into smaller divisions called *kuliya* and *biṃ*.

Though outside the period covered by this paper, it may be mentioned here for completeness that 18 major divisions or 'provinces' are mentioned in the 13th century³⁶ and '5 districts of the highland country' in the late 16th century³⁷: the Kaḍaimpot, the earliest of which may belong to the 16th century, divide Ruhuṇa, Māyā and Pihiṭi into 47, 28 or 29, and 41 *raṭas* respectively³⁸.

Rājaraṭṭha

As already stated, Rājaraṭṭha is not specifically mentioned by that name till the 9th century. It was the premier division since it contained the capital city, first Anurādhapura and afterwards Pulatthinagara. Sometime in the 12th century the name Rājaraṭṭha was changed to Patitṭhāraṭṭha: an inscription of the year 1,059 employs the old form, Rajaraṭa³⁹, but the inscriptions of Nissanka Malla (1187-1196) and Sāhasa Malla (1200-1202) have Pihiṭi-rajaya and Piṭi-rajaya⁴⁰ (Patitṭhāraṭṭha = Pihiṭiraṭa).

Rājaraṭṭha was divided, as in the early period, into four *desas* or *passas* named after the four cardinal directions. Pācīna-*desa* or Puratthima-*desa* (in medieval inscriptions, Pādum-*pasa*) was assigned by a 6th century king to his eldest son⁴¹ and by an 8th century king to his uparāja⁴².

The most important of the four divisions of Rājaraṭṭha was Dakkhina-*desa* or Dakkhina-*passa* (Dakuṇ-*pasa* in inscriptions)⁴³. It is first mentioned

35. These anomalies exist today. For instance, in the N.C.P. a Palāta is a D.R.O's division, but elsewhere it is a sub-division: a Kōralē is a sub-division in the N.C.P., C.P., Ūva and Kurunāgala District, but in the W.P., S.P., and Puttalam District it is a D.R.O's division; Pattuva is a D.R.O's division in the S.P. but it is a sub-division in the C.P. and Sabaragamuva.

36. M. 86. 10.

37. M. 94. 4.

38. J.R.A.S. (C.B.), XXX, No. 80, 314.

39. E.Z. II, 214.

40. E.Z. III, 234; 330, note 5.

41. M. 41. 33 to 35.

42. M. 48. 32, 33.

43. Codrington was the first to fix the position of Dakkhinadesa accurately—see his 'Notes on Ceylon Topography in the 12th Century', J.R.A.S. (C.B.), XXIX, No. 75, 62 ff.

in the early part of the 5th century⁴⁴. Silākāla (524-537) appointed his second son to administer Dakkhiṇadesa and Malaya, with the title of Malaya-rāja⁴⁵. Towards the end of the 6th century Dakkhiṇadesa was assigned to the yuvarājā or heir-apparent, and, thereafter, this became the established practice⁴⁶. Vijayabāhu I (1059-1114) appointed his uparāja to the charge of Dakkhiṇadesa 'in the customary way'. In all the inscriptions, except one, of the 9th and 10th centuries in Dakuṇ-pasa (Dakkhiṇadesa) the edict is described as an order of the Mahapā (Mahādīpāda, equivalent to Yuvarāja)⁴⁷. In the 12th century, Dakkhiṇadesa was also called Yuvarājaraṭṭha⁴⁸. Parakkamabāhu's aggressiveness in the reign of Gajabāhu I (1137-1153) added to Dakkhiṇadesa portions of Rājaraṭṭha and Malaya, and the three principal divisions at this time were Rājaraṭṭha, Dakkhiṇadesa and Rohaṇa⁴⁹. In the reign of Nissanka Malla (1187-1196) the name Dakkhiṇadesa ceased to be used and was replaced by Māyāraṭṭha (Māyā-rajaya)⁵⁰, so called because it was an appanage of the Mahayā or Māyā (synonymous with Mahapā). Māyāraṭṭha embraced both Dakkhiṇadesa and Malaya: together with Patiṭṭhāraṭṭha and Rohaṇa it formed Tisihala (Trisimhala-rajaya or Tun-rajaya) in the latter part of the 12th century⁵¹.

Rohaṇa

Rohaṇa was frequently ruled by independent or semi-independent Princes and was generally the resort of turbulent elements in the kingdom. Revolts and uprisings usually originated there. Vijitanagara first and Pulatthinagara later (both places were very close together if they are not identical) were key-points for the defence of Rājaraṭṭha against rebel forces from Rohaṇa advancing on Anurādhapura: they commanded the two important fords, Kacchakatittha and Sahassatittha, across the boundary, the Mahavāli Gaṅga. Mahinda II (772-792) decreed the Gaḥhā Gaṅga (present Gal Ōya in Batticaloa District) as the boundary between Rājaraṭṭha and Rohaṇa, depriving Rohaṇa of all the intervening territory between that river and the Mahavāli Gaṅga⁵², but it would appear that the *status quo* was restored not long afterwards.

44. M. 38. 24.

45. M. 41. 35.

46. M. 42. 8; 44. 84; 45. 23; 48. 32, 33, 42; 50. 44 to 49; 51. 7, 12, 19; 52. 1; 59. 11.

47. E.Z. IV, 182.

48. M. 67. 26; 79. 60.

49. M. 61. 1 to 3; 69. 6.

50. M. 81. 15; E.Z. III, 329, 330, note 4; E.Z. IV, 79.

51. M. 81. 46; E.Z. I, 180; E.Z. II, 79, 225; E.Z. III, 329.

52. M. 48. 132.

Rohaṇa is called *Ruḥuṇu-danaviya* in 10th century inscriptions⁵³ and *Ruṇu-rajaya* in an inscription of Nissaṅka Malla⁵⁴. Vijayabāhu I (1059-1114) assigned the governorship of Rohaṇa to his youngest brother⁵⁵. Parakkamabāhu I, while Prince of Dakkhinadesa, extended his principality to include Pañcayojana-raṭṭha (Pasdun Kōralēs), and the boundary of Rohaṇa would thereafter have receded from the Kalu Gaṅga to the Beṇtoṭa River⁵⁶.

Malaya

Malaya-*maṇḍala* was ruled from the early part of the 6th century by a junior Prince styled the Malayarāja⁵⁷. The title continued in use till the 12th century, but Parakkamabāhu's principality of Dakkhinadesa had already begun to absorb portions of Malaya and, in the reign of Jayabāhu I, a *Veḷaika-kāra* was Malaimaṇḍala Nāyakkan ('Chief of Malaya')⁵⁸. The Malayarāja or Malayarāyara of Parakkamabāhu was, likewise, not a royal personage but a high official under the Prince of Dakkhinadesa⁵⁹. That portion of Malaya which, at this time, had not been incorporated in Dakkhinadesa appears to have been distinguished by the name Mahāmalayadesa⁶⁰. The fusion of Malaya and Dakkhinadesa into Māyāraṭṭha occurred after the accession of Parakkamabāhu I.

As would be expected, the mountain fastnesses of Malaya often provided sanctuary for absconders from justice and vanquished pretenders and rebels.

(4) Tabular Statement and Map

The territorial divisions and sub-divisions mentioned in the Pāli Chronicles and Sinhalese inscriptions (all the published ones and several unpublished Brāhmī inscriptions) from the earliest times to the 12th century are set out in the tabular statement appended hereto. Identifications have been attempted in most cases.

The map which accompanies this paper is both topographical and epigraphical in its composition. It may be regarded as a continuation up to the 12th century of the epigraphical map of Ceylon, 3rd B.C. to 3rd A.C., already published in this *Review*⁶¹, and the following further facts and inferences may be added to those set out in the paper which accompanied the earlier map:—

- (i) The upper montane zone and the south-western area (Galle, Mātara and Ratnapura districts) were sparsely populated up to about

53. *E.Z.* I, 204; *E.Z.* II, 12, 67; *E.Z.* III, 221, 273; *E.Z.* IV, 184, 250.

54. *E.Z.* III, 329.

55. *M.* 59. 12.

56. *M.* 68. 51, 52.

57. *M.* 41. 33 to 35; 42. 6 to 8; 44. 43; 46. 29; 52. 68; 53. 36.

58. *C.J.S.* II, 122, No. 509.

59. *M.* 69. 6; 70. 62.

60. *M.* 69. 31; 70. 2.

61. *U.C.R.*, VII, No. 2, 142 ff.

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the 7th century ; by the 12th century there had been a considerable opening up of these areas except, perhaps, the highest elevations ;

- (ii) the absence of inscriptions of the first eight centuries A.C. in the Kāgalla District, an area in which pre-Christian inscriptions occur at several sites is striking ;
- (iii) the south-eastern area between Arugam Bay and Situlpavva appears to have become depopulated about the 9th century⁶² ;
- (iv) as in the early period, the bulk of the population resided in the Dry Zone where the irrigation system had developed upon a vast scale ; perennial rivers were dammed in the hills and their waters diverted to the Dry Zone canals and tanks to keep them supplied during the annual drought (e.g. the Hattoṭa Amuṇa on the Kalu Gaṅga, the headworks of the Minnēriya scheme ; the dam on the Demada Ōya above Nālanda, the headworks of the Kalāvāva scheme ; and the Miṇipē dam) ;
- (v) the devastation and partial abandonment of the Dry Zone had not yet begun at the end of the 12th century, but it was imminent.

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62. Parānavitana has pointed out the absence of inscriptions later than the 8th century in this area—*A.S.C.A.R.*, 1934, para 80. An early Portuguese map bears a note which states that the Kingdom of Yāla was devastated by sickness 300 years previously—Constantine de Sa's *Maps and Plans of Ceylon*, page (v).

TABULAR STATEMENT
RĀJARAT̥ṬHA OR PATIT̥ṬHARAT̥ṬHA

(M. 52. 4; 55. 22; 58. 3. II, 14; 61. 30, 47; 81. 15; 88. 87; E.Z., II, 214; E.Z., III, 234. 330).

Major Division	Mediate Division	Sub-Division	Period when First Mentioned and References	Identification
UTTARAPASSA or UTTARADESA or UTTARARAT̥ṬHA or UTURUPASA or UTURUKARĀ	—	—	1st A.C. M. 35. 59; 47. 3; 48. 83, 95, 112, 155; 50. 14; 70. 63; E.Z. I, 246; E.Z. III, 103, 274	The northern division of Rājarat̥Ṭha, corresponding to the present N.P. and the northern portion of the N.C.P. (Paranavitana)
"	NĀGADĪPA or NAKADIVA	—	5th B.C. M. 1. 47, 54; 20. 25; 35. 124; 36. 9, 36; 42. 62; 83. 17; E.Z. III, 237	The Jaffna peninsula (Parana- vitana)
"	KURUNDI- RAT̥ṬHA	—	6th A.C. M. 33. 32; 42. 15; 46. 21; 60. 60; 83. 16; 88. 64	An area corresponding to Karikattumūlai South Divi- sion of Vavuniya (Mullai- tivu) District
"	PADĪRAT̥ṬHA	—	12th A.C. M. 79. 34; 83. 16	The northern portions of Kuncuttu Kōralē, N.C.P. and Kaddukulam Pattu, Trinco- malee District
"	"	PADONNARU- KUḶIYA	10th A.C. E.Z. I, 206	The area round Padaviya tank, N.C.P. (Wickreme- singhe)
"	—	LOHOLUVILA- KUḶIYA	10th A.C. E.Z. II, 37	The area round Kābittigol- lāva in Kuncuttu Kōralē, N.C.P.

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<i>Major Division</i>	<i>Mediate Division</i>	<i>Sub-Division</i>	<i>Period when First Mentioned and References</i>	<i>Identification</i>
UTTARAPASSA or UTTARADESA or UTTARARATHA or UTURAKARĀ	—	AMGAMKULIYA	10th A.C. A.S.C. 7th Report, 53; E.Z. I, 249; E.Z. II, 5	An area approximately to Kandu and Pahala Kānda tulānas in N.C.P.
"	—	KALANUBIM	10th A.C. E.Z. II, 69	The area round Rambāva, 10 miles N.E. of Anurādhapura
"	—	NILARĀJIYA	1st B.C. A.I.C. 20; E.Z. I, 256; unpublished inscriptions at Rat- anapāsāda and Dak- khīṇa Vihāra	An area close to and north of Anurādhapura
"	—	KUḬAKADAVUKĀ	10th A.C. E.Z. III, 105	An area on the coast, near Māntai, Mannār District (Paranavitana)
PACCHIMA-PASSA or PACCHIMA-DESA or PAḬI-PASA or PĀLA- PASA	—	—	3rd A.C. M. 35. 124; 37. 42; 44, 88, 89; E.Z. II, 23; E.Z. IV, 222	The western part of Rāja- ratṭha (Geiger)
"	PĀSĀNASINNA- DESA	—	5th A.C. M. 38. 47	An area in the western part of Rājaraṭṭha
"	—	VALAPUBIM	10th A.C. E.Z. II, 23	An area in Vilacciya Kōralē, N.C.P.

<i>Major Division</i>	<i>Mediate Division</i>	<i>Sub-Division</i>	<i>Period when First Mentioned and References</i>	<i>Identification</i>
PACCHIMA-PASSA or PACCHIMA-DESA or PAḌI-PASA or PĀLA- PASA	MUTTĀKARA	—	M. 69. 31; 70. 63	The coastal area opposite the Pearl Banks (Geiger)
PURATTHIMA-DESA or PĀCĪNA-DESA or PUBBA-DESA or PAJĪNA-PASA or PĀDUM-PASA	—	—	2nd B.C. M. 21. 4, 6; 35. 58, 124; 41. 33; 45. 21, 77; 48. 33, 41, 111; E.Z. II, 54; E.Z. III, 139; E.Z. IV, 64	The eastern part of Rāja- raṭṭha (Geiger)
	DOVĀRIKA- MAṆḌALA or DVĀRA-MAN- ḌALA (probably later called SĀGI- RIYA-MANḌULU)	—	4th B.C. D. 10. 9; M. 10. 1; 17. 59; 23. 23; E.Z. I, 196	The area around Mihintalē
"	—	UPALA-BIJAKA or UPALAVI-BIJAKA or UPALAVI	1st B.C. Unpublished in s- cription at Mihin- talē; E.Z. I, 211; A.S.C. 7th Report, 47. 49	An area corresponding to the southern portion of Kānda Kōralē, the western portion of Kalpē Kōralē, and the nor- thern portion of Kaṇadara Kōralē, N.C.P.

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<i>Major Division</i>	<i>Mediate Division</i>	<i>Sub - Division</i>	<i>Period when First Mentioned and References</i>	<i>Identification</i>
PURATTHIMA-DESA or PĀCĪNA-DESA or PUBBA-DESA or RAJĪṆA-PASA or PADUM-PASA	—	UTARAPURA- ATANA	1st A.C. A.S.C. 7th Report, 47, 49	An area around Kahatag- digiya and Nāṭṭunkanda in Kanadara Kōralē, N.C.P.
"	—	GAṄGARĀJĪ	2nd A.C. M. 36. 15; C.J.S. II, 102	An area close to and north of Mihintalē
"	GAṄGĀTATA or GAṄGATALĀ or GANTALĀ or KANTALĀY	—	7th A.C. M. 42. 67; 71. I, 5; E.Z. II, 142, 290; E.Z. IV, 195	The area round Kantalāy tank in Tambalagam Pattu, Trincomalee District (Bell)
"	ASSAMAṆḌALA	—	12th A.C. M. 72. 27	An area close to the mouth of the Mahavāli Gaṅga
"	—	TISSAVADḌHA- MĀNAKA or RANTISĀ	1st A.C. M. 35. 84; 37. 48; E.Z. II, 32, 142; H.C. 34	The area round Kavudul- vāva and Mādirigiriya in Sinhala Pattuva, N.C.P. (Codrington)
"	—	BIDERVATU- KUḶIYA	10th A.C. E.Z. II, 31	An area which included the greater part of the northern half of Sinhala Pattuva, Tamankaduva, N.C.P.

<i>Major Division</i>	<i>Mediate Division</i>	<i>Sub-Division</i>	<i>Period when First Mentioned and References</i>	<i>Identification</i>
—	GIRIKAṆḌA-DESA	—	4th B.C. M. 10. 82	Probably an area around present Giritalē tank.
GIRIVADUNNĀ-DANAVIYA	—	—	10th A.C. E.Z. IV, 39, 41	An area extending from Kalāvāva south-eastward across the Mahavāli Gaṅga; its headquarters was probably at Polonnaruva
"	MAHĀRAṬṬHA or MAHARAṬ	—	10th A.C. M. 72. 141, 163, 190, 199; E.Z. IV, 39, 41	A division of Girivadunnādanaviya above. It was bounded on the west by Kalāvāva and extended south-eastward as far as the Mahavāli Gaṅga (Paranavitana)
(PĀCĪNA-DESA)	—	SIHIGIRI-BIM	9th A.C. E.Z. IV, 179	The area around Sīgiriya (Bell)
"	—	PARISĀKULIYA	9th A.C. E.Z. III, 139	The area around Giritalē, in Sinhala Pattuva, Tamankaduva, N.C.P.
"	—	PĀCĪNA-KHAṆ-ḌARĀJI	2nd B.C. M. 23. 4; 42. 48; E.H.B. 105, 111	An area along the west bank of the Mahavāli Gaṅga, north-east of Polonnaruva
"	—	PATTAPĀSĀṆA	7th A.C. M. 46. 28; 60. 50; 79. 34	An area in the southern part of Mātombuva Kōralē, N.C.P.

THE TERRITORIAL DIVISIONS OF CEYLON

Major Division	Mediate Division	Sub-Division	Period when First Mentioned and References	Identification
PĀCĪNA-DESA	UPARI-MANḌALA	—	1st B.C. E.H.B. 68	Probably an area around Dambulla
"	ĀḶSĀRA-RATṬHA	—	1st A.C. M. 35. 84; 60. 14; 70. 106, 172	The area around Ālahāra in Gangala Pallesiya Pattu, Mātalē District (Bell)
"	JANAPADA-RATṬHA	—	7th A.C. M. 44. 56; 66. 110; 67. 25, 53; 70. 87, 95, 97, 103	An area in Gangala Uḍasiya Pattu in Mātalē District
DAKKHIṆADESA or DAKKHIṆA- PASSA or DAKUṆ- PASA	—	—	M. 10. 20; 21. 4; 35. 124; 38. 24; 41. 35; 42. 8; 44. 84; 45. 23; 48. 33, 39; 50. 44, 49; 51. 7, 12, 19; 52. 1; 58. 40, 42; 59. 11, 18, 20; 61. 21, 26, 33; E.Z. II, 42; E.Z. IV, 182, 184	The southern division of Rāja-ratṭha, extending over the southern part of the N.C.P., the whole of the N.W.P., part of Mātalē District and the greater part of the W.P. (Codrington)
"	—	VIHĀRABĪJA or VIHIRABĪJA	3rd B.C. M. 17. 59; A.I.C. 20; E.Z. I, 255; Dakkhiṇa Vihāra inscriptions	An area south of and close to Anurādhapura

<i>Major Division</i>	<i>Mediate Division</i>	<i>Sub-Division</i>	<i>Period when First Mentioned and References</i>	<i>Identification</i>
DAKKHIṆADESA or DAKKHIṆA- PASSA or DAKUṆ- PASA	—	PIRIVATU-BIM	10th A.C. E.Z. II, 43	An area around Bilibāva (Ottappuva) in Eppāvala Kōralē, Nuvaragam Palāta, N.C.P.
"	—	MAHADEMETI-KUḶIYA	10th A.C. E.Z. II, 234	An area around Alutvāva (near Eppāvala) in Eppāvala Kōralē, Nuvaragam Palāta, N.C.P.
"	TABBA-RATṬHA	—	12th A.C. M. 69, 8	The area around Tabbovāvāva, comprising Rājavanni Pattuva and the adjacent territory as far as the sea, in Puttalam District (Coddington)
"	GIRIBĀ-RATṬHA	—	12th A.C. M. 69, 8	The area around Giribāva, consisting mainly of Mi-oyen Egoḍa Kōralē in Vanni H.P., Kurunāgala District (Coddington)
"	MORIYA-RATṬHA or MORAVĀPI- (RATṬHA)	—	5th A.C. M. 38, 13; 41, 69; 68, 44; 69, 8, 13; 70, 67, 200; 72, 201	Approximately, Hatalis- pahē Kōralē West of Vanni Hatpattu, Kurunāgala Dis- trict, and the southern por- tion of Nāgampaha Kōralē, N.C.P.

THE TERRITORIAL DIVISIONS OF CEYLON

<i>Major Division</i>	<i>Mediate Division</i>	<i>Sub-Division</i>	<i>Period when First Mentioned and References</i>	<i>Identification</i>
DAKKHIṆADESA or DAKKHIṆA PASSA or DAKKHIṆAPASA	KĀLAVĀPI- (RATṬHA)	—	5th A.C. M. 66. 35 ; 70. 68, 70, etc.	The area around Kalāvāva in Kalāgam Palāta, N.C.P. (Gei- ger)
"	"	TANABIM	8th A.C. E.Z. II, 17	The area around Nāgama, in Nāgampaha Kōralē, N.C.P.
"	MAHĪPĀLA- RATṬHA	—	12th A.C. M. 69. 8	The area on both sides of the upper reaches of the Mī Ōya, comprising Hatalispahē Kōra- lē East, Nikavagampaha Kōralē and Divigandahe Kōralē in Kurunāgala Dis- trict
"	PILAVITṬHIKA or PILLAVITṬHI- RATṬHA	—	12th A.C. M. 69. 8 ; 70. 71 ; 72. 163, 170	Approximately Kīralava Kōralē, N.C.P. and Kanda- pallē Kōralē, Mātālē Dis- trict (Codrington)
"	BUDDHAGĀMA- RATṬHA or BUDHGAM	—	12th A.C. M. 58. 43 ; 69. 9 ; 70. 311 ; 72. 178 ; A.S.C.A.R. 1908, 15	Approximately Vagapanaha Pallesiya Pattu of Mātālē District (Storey)
"	AMBAVANA- RATṬHA or -PADESA	—	12th A.C. M. 66. 85 ; 69. 9 ; 70. 191	The area between Nālanda and Ālahāra on both banks of the Amban Gaṅga (Cod- rington)

<i>Major Division</i>	<i>Mediate Division</i>	<i>Sub-Division</i>	<i>Period when First Mentioned and References</i>	<i>Identification</i>
DAKKHINADESA or DAKKHIṆA PASSA or DAKUṆAPASA	SŪRA-AMBA- VANA-RATṬHA	—	12th A.C. M. 70. 87	An area adjacent to and north of Ambavana-ratṭha above (Geiger)
"	BODHIGĀMA- VARA-RATṬHA	—	12th A.C. M. 66. 78; 69. 9	Approximately Mātalē Pal-lēsiya Pattu in Mātalē District (Codrington)
"	KANTAKAPE- TAKA-RATṬHA	—	12th A.C. M. 69. 9	An area including portions of Mātalē Udasiya Pattu and Laggala Udasiya Pattu in Mātalē District and Palis Pattu West in Uḍa Dumbara (Geiger)
"	—	YAGULĀ- KUḶIYA	10th A.C. C.J.S. II, 192, No. 555	The area around Halbē in Māgūl Mādagandahaye Kōralē West in Vanni H.P., Kurunāgala District
"	—	BADAGAṆA- KAṆIYA	1st A.C. Kaduravāva inscription	An area in Hatalispahē Kōralē East, in Vanni H.P., Kurunāgala District

THE TERRITORIAL DIVISIONS OF CEYLON

<i>Major Division</i>	<i>Mediate Division</i>	<i>Sub-Division</i>	<i>Period when First Mentioned and References</i>	<i>Identification</i>
DAKKHINADESA or DAKKHINAPASSA or DAKUṆAPASA	—	DEGALATURU- BIM	10th A.C. E.Z. IV, 205	Probably an area in Divi- gandahe Kōralē, Hiriyāla H.P., Kurunāgala District
"	—	PAṆAHA- PAHAṆAKA	1st A.C. C.J.S. II, 126, No. 528	An area around Vāriyapola and Ganēvatta in Kurunāgala District
"	—	KOṬṬHA- BADDHA	12th A.C. M. 68. 16, 31	An area in Dēvamādi H.P., Kurunāgala District
"	RATTAKARA- RATṬHA	—	12th A.C. M. 68. 23; 69. 6.	An area in Dēvamādi H.P., Kurunāgala District
"	BADALATTHALA- PADESA	—	12th A.C. M. 64. 9; 65. 4	Ihala Visideka Kōralē West and Hāṭahayē Kōralē in Hiri- yāla H.P., Kurunāgala Dis- trict (Codrington)
"	—	MAHAMINILĀ- BIM	10th A.C. E.Z. IV, 187, 189	The area around Gonnāva in Uḍukaha Kōralē, Damba- deni H.P., Kurunāgala Dis- trict (Paranavitana)

<i>Major Division</i>	<i>Mediate Division</i>	<i>Sub-Division</i>	<i>Period when First Mentioned and References</i>	<i>Identification</i>
DAKKHINADESA or DAKKHINAPASSA or DAKUṆAPASA	VILLIKĀBĀ- RATṬHA	—	11th A.C. M. 58. 29	Probably Vāḍavili H.P., Kurunāgala District
"	—	KALUNNARU- BIM	10th A.C. E.Z. II, 214	—
"	RATANĀKARĀ- RATṬHA	—	12th A.C. M. 69. 31	—
"	KALYĀNI-DESA or-JANAPADA or KALAṆIKA or KALIṆIYA	—	5th B.C. M. I. 74; 22. 13; E.M. I, 71; 15. 183; 22. 36, 63; Mandagala inscrip- tion; A.I.C. 85	The Colombo and Kāgalla Districts and the northern part of Kalutara District
"	"	UTTIKA-DESA or UTTIYA-JANA- PADA	2nd B.C. M. 22. 14; E.M. 22. 44	A sub-division of Kalyāṇi- desa above
"	PAHAṆBHUNU- DAṆAVIYA	—	10th A.C. E.Z. III, 298, 301	Approximately the Pāna- dura Totamunē and the adja- cent portion of Rayigam Kōralē (Paranavitana)

THE TERRITORIAL DIVISIONS OF CEYLON

<i>Major Division</i>	<i>Mediate Division</i>	<i>Sub-Division</i>	<i>Period when First Mentioned and References</i>	<i>Identification</i>
DAKKHIṆADESA or DAKKHIṆAPASSA or DAKUṆAPASA	PAÑCAYOJANA- RATṬHA or PASYODUN-VAGA	—	11th A.C. M. 57. 71; 61. 35; 68. 51; 72. 57; 75. 21; 85. 81; E.Z. IV, 201, 205	Pasdun Kōralēs East, and West: prior to Parakkama- bāhu's rulership of Dakkhi- ṇadesa, this area was in Rohaṇa (Geiger)
—	MADHYA-DESA	—	12th A.C. E.Z. IV, 81	A division of Māyā-rājya, extending over portions of Vāudavili and Hiriyaḷa Hat- pattus, Kurunāgala District
—	—	DEVAPĀLI	7th A.C. M. 48. 3	A sub-division of Rājaraṭṭha
—	MUGĀYATANA- RATṬHA	—	E.Z. III, 93	A division of Rājaraṭṭha

ROHANA-JANAPADA or ROHAṆA-DESA or ROHAṆA-MĀṆḌALA or ROHAṆA-RATṬHA or
RUḤUṆU-DANAṬṬIYA or RUṆU-RAJAYA

(M. 22.8; 33. 37; 35. 27, 28, 125; 45. 8; 48. 117; 49. 10; 51. 96, 100; 55. 25; 56. 12; 57. 2; 59. 12, 18; 70. 185; 71. 9;
E.Z. I, 204; E.Z. II, 12, 67; E.Z. III, 273, 329; E.Z. IV, 184, 250)

<i>Major Division</i>	<i>Mediate Division</i>	<i>Sub-Division</i>	<i>Period when First Mentioned and References</i>	<i>Identification</i>
—	ANTARAGAN- GĀYA or ATARA- GAGA	—	1st B.C. M. 34. 32, 33; 44. 100; E.Z. III, 154, 157	That portion of Ēgoḍa Pat- tuva, Tamankaḍuva, bet- ween the Mahavāli Gaṅga and the Māduru Ōya (Parana- vitana)
—	KOTṬHIVĀLA- JANAPADA or KOTṬHASĀRA or KOTṬHAVĀTA	—	2nd B.C. M. 23. 19; 30. 29; 48. 2; 61. 42; 70. 305; 71. 6; 74. 44; 83. 15	The north-western projec- tion of Bintāna Division of Batticaloa District and the adjacent area to north- east on both banks of the Māduru Ōya
—	—	SORABARA or SOBARA	10th A.C. E.Z. III, 74, 75; M. 70. 187	The area around Sorabara tank in Bintāna Kōralē, Ūva (Paranavitana)
—	—	MIYAṆGUṆU- BIM	12th A.C. E.Z. IV, 205, 208	The area around Mahiyaṇ- gaṇa in Bintāna Kōralē, Ūva (Paranavitana)
—	—	HOPITIGAMU- PADIYA	10th A.C. E.Z. III, 85	A sub-division of Sorabara above (Paranavitana)

THE TERRITORIAL DIVISIONS OF CEYLON

Major Division	Mediate Division	Sub-Division	Period when First Mentioned and References	Identification
—	ERĀHULU-DISĀBHĀGA	—	12th A.C. M. 74. 91	The area around Erāvur, in Erāvur Pattu, Batticaloa District (Codrington)
DĪGHAVĀPI-MANĎALA or RĀṬṬHA	—	—	5th B.C. M. 1. 78; 24. 2, 48; 33. 9; 74. 110, 180; 75. 1, 10; E.H.B. Appendix I ^B	Approximately, Vāvgam Pattu and the western portions of Sammanturai and Akkarai Pattus in Batticaloa District (Parker)
"	DIGĀPIDULLA	—	8th A.C. E.Z. IV, 174	That part of Dighavāpi-maṇḍala to south of the Gal Ōya
"	LAM-JANAVU	—	8th A.C. E.Z. IV, 170, 172	A division of Dighavāpi-maṇḍala, comprising the area around Divulāna tank (Paranavitana)
"	SARATVĀGA	—	8th A.C. E.Z. IV, 174	A division of Dighavāpi-maṇḍala
"	MĀLAVATTHU-MANĎALA	—	7th A.C. M. 45. 60; 75. 5	The area around Malvattai in Sammanturai Pattu, Batticaloa District (Codrington)

<i>Major Division</i>	<i>Mediate Division</i>	<i>Sub-Division</i>	<i>Period when First Mentioned and References</i>	<i>Identification</i>
HŪVA-RATṬHA	—	—	11th A.C. M. 60. 66	The Province of Ūva (Wickremesinghe)
"	—	HUVĀCA-KAṆṆIKĀ or HUVĀHAKA	1st A.C. M. 34. 90; M. T. 637, 21; Line-malai inscription, U.C.R. VIII, No. 2, 127	A sub-division of Ūva, extending over the northern part of Pānama Pattu in Batticaloa District and adjacent Lower Ūva
—	—	KĀLĀYANA-KAṆṆIKĀ	1st A.C. M. 34. 89; M. T. 637. 19	The area between Arugam Bay and Pānama in Pānama Pattu, Batticaloa District
—	—	VAJANA	6th A.C. Pānama inscription	The area around Pānama in Pānama Pattu, Batticaloa District
—	—	MAYUVELASA	4th A.C. Nā-maluva inscriptions	An area adjoining the Haḍa Ūva on the Ūva-Batticaloa District boundary
ATṬHASAHASSA-RATṬHA or -DESA	—	—	11th A.C. M. 61. 24; 75. 154	The area east of the Valavē Gaṅga as far as the Batticaloa District boundary (Codrington)
"	—	SUMANAGALLA-PADESA	12th A.C. M. 74. 123	An area in the northern part of Buttala-Vādiraṭa Kōralē, Ūva (Codrington)

THE TERRITORIAL DIVISIONS OF CEYLON

Major Division	Mediate Division	Sub-Division	Period when First Mentioned and References	Identification
ATTHASAHASSA RAṬṬHA or-DESA	—	KUDDĀLA- MAṆḌALA	12th A.C. M. 75. 16	A locality in the vicinity of Sumanagalla-padesa above
"	GUTTAHĀLA- MAṆḌALA	—	2nd B.C. M. 24. 17; 25. 6; 58. 34; 61. 12; 74. 154, 156; 75. 15	Approximately Buttala Division, Ūva Province (Gei- ger)
"	"	ĀDIPĀDAJAMBU- PADESA or ĀDIPĀDAPUN- NĀGA-KHAṆḌA	12th A.C. M. 61. 15; 75. 15	Dambagalla Kōralē in Velassa Division, Ūva Province (Codrington)
"	"	URUVELĀ- MAṆḌALA	12th A.C. M. 74. 88, 125; 79. 83	The area around Etimōle in Buttala-Vādiraṭa Kōralē, Ūva Province (Codrington)
"	"	NAKULANAGA- KAṆṆIKĀ	2nd B.C. M. 23. 77; E.M. 23. 126	The hilly area north of Vālla- vāya in Vāllavāya Division, Ūva Province
"	ĀLA-JANAPADA	—	1st B.C. E.H.B. 74	An area in the vicinity of Situlpavva in the Ruhuna National Park, Māgam Pattu, Hambantota District (Adi- karam)
"	—	VILADAKA	1st A. C. Situlpavva inscrip- tion	A locality in the same vicinity as Āla-janapada above

<i>Major Division</i>	<i>Mediate Division</i>	<i>Sub-Division</i>	<i>Period when First Mentioned and References</i>	<i>Identification</i>
ATTHASAHASSA RATTHA or -DESA	MAHĀGĀMA -MAṆḌALA	—	12th A.C. M. 74. 157	The area around Tissamahārāma in Māgam Pattu, Hambantōṭa District (Geiger)
"	—	SITTARA-BIM	12th A.C. Copper-plate of Vijayabāhu I	Sittarama Palāta in Vāllavāya Kōralē, Ūva Province
"	KHAṆḌA-VAGGA	—	12th A.C. M. 75. 119 to 124	The area around Koggalla and Ridiyagama in Māgam Pattu, Hambantōṭa District
DVĀDASA- SAHASSA- RATTHA	—	—	11th A.C. M. 61. 22 ; 75. 156, 160	Hambantōṭa District west of the Valavē Gaṅga, and Mātara District (Codrington)
"	GIRI-JANAPADA	—	2nd B.C. M. 23. 49, 68	Approximately, Giruva Pattus East and West, in Hambantōṭa District
"	GIRIMAṆḌALA or GIRIMAṆḌULA	—	10th A.C. M. 51. 111; J.R.A.S. (C.B.) XXXII, No. 85, 178	An area in the south-eastern portion of Sabaragamuva Province
—	NAVAYOJANA- RATTHA	—	12th A.C. M. 72. 60, 61	An area including Navadun, Kukul and Moravak Kōralēs and Hinidum Pattu (Codrington)

THE TERRITORIAL DIVISIONS OF CEYLON

Major Division	Mediate Division	Sub-Division	Period when First Mentioned and References	Identification
—	—	KALAGIRI-BHĀṆḌA	12th A.C. M. 72. 62	The mountainous area of Kukul, Atakalan, Kolonna and Moravak Kōralēs (Coddington)
—	—	KULUMBARI-KAṆṆIKĀ or KADALUMBARI-KAṆṆIKĀ	2nd B.C. M. 23. 45	A sub-division in Rohana

MALAYA-DESA or MALAYA-MANDALA or MALA-MANDULU

(M. 7. 68; 24. 7; 25. 5; 28. 21; 33. 62; 35. 26, 29; 36. 50, 51; 37. 18; 44. 28; 59. 18, 19; 70. 6, 30; E.Z. I, 204; E.Z. II, 12; E.Z. III, 222, 273; E.Z. IV, 184, 250)

Major Division	Mediate Division	Sub-Division	Period when First Mentioned and References	Identification
—	AMBATTHAKOLA-JANAPADA or -DESA	—	2nd B.C. M. 28. 20; 39. 21; E.M. 28. 48; M. T, 624. 20	The area around Ridigama in Vāudavili H.P., Kurunāgala District (Geiger)
—	MERELIYA-VAGGA or MERUKANDARA-RATTHA	—	5th A.C. M. 39. 45; 41. 19; 44. 28; 47. 58; 59. 27; 70. 282	The mountainous region of Vagapanaha Pallesiya Pattu, Gaṅgala Pallesiya Pattu and Gaṅgala Uḍasiya Pattu in Mātālē District
—	LANKĀPABBATA-DESA or LANKĀGIRI	—	12th A.C. M. 66. 80; 70. 88; E.Z. I, 136	Laggala Uḍasiya Pattu in Mātālē District (Geiger)
—	NĪLAGIRI or NĪLAGALLAKA-RATTHA	—	12th A.C. M. 70. 14, 16, 20	The hilly portion of Laggala Pallesiya Pattu, Mātālē District. Codrington identifies it as Uḍispattu in Uḍa Dumbura, Kandy District

THE TERRITORIAL DIVISIONS OF CEYLON

<i>Major Division</i>	<i>Mediate Division</i>	<i>Sub-Division</i>	<i>Period when First Mentioned and References</i>	<i>Identification</i>
—	MAHĀTHALA or MAHĀTILA- PADESA	—	7th A.C. M. 48. 3 ; 66. 71	The area around Mātālē (Geiger)
DUMBARA- RAT̥HA	—	—	12th A.C. M. 70. 8 ; E.Z. III, 232	Uḍa Dumbara in Kandy District : it was in Pihiti in the 12th century and later in Māyā (Geiger)
"	YAT̥THIKANḌA- RAT̥HA	—	12th A.C. M. 70. 5, 9, 12	An area in the vicinity of Mādugōḍa, in Uḍa Dumbara, Kandy District
"	MAJJHIMA- VAGGA or MĀNDIVĀK	—	12th A.C. M. 70. 21 ; E.Z. III, 235 ; E.Z. IV, 201	The area around Mādivaka in Gampaha Kōralē, Uḍa Dumbara : it was in Pihiti at the beginning of the 13th century (Codrington)
VĀPIVĀṬAKA- PADESA	—	—	12th A.C. M. 70. 21	A large area, probably between Nīlagiri and Majjhimavagga above
—	RERUPALLIKA- RAT̥HA	—	12th A.C. M. 70. 25	An area adjacent or close to Majjhimavagga
—	KOSA-VAGGA	—	12th A.C. M. 70. 26, 27	Do
—	MAṆIMEKHALA or MINIBE	—	9th A.C. M. 51. 72 ; 81. 7	Approximately, Kanda Pahala Kōralē in Uḍa Dumbara, Kandy District

<i>Major Division</i>	<i>Mediate Division</i>	<i>Sub-Division</i>	<i>Period when First Mentioned and References</i>	<i>Identification</i>
—	DHANU-MANĀDALA	—	12th A.C. M. 74. 166	Approximately Viyaluva Kōralē of Viyaluva Division, Ūva Province (Geiger)
—	NISSENIKKH-ETTAKA-RATTHA	—	12th A.C. M. 70. 18	An area adjacent to or embracing Dhanumandala above
—	LOKAGALLA	—	12th A.C. M. 74. 79, 81, 166	The valley of the Loggal Ōya in Yatikinda Division, Ūva Province (Codrington)
—	HATTHIBHOGA-JANAPADA	—	2nd A.C. M. 35. 44; E.H.B. Appendix I ^B	An area in southern Malaya
—	KOTTA-MALAYA	—	and B.C. M. 32. 29	A mountainous area in Malaya
SAPARA or SAPARAGAMU	—	—	12th A.C. M. 78. 8	Sabaragamuva (Geiger)
"	CUNNASĀLA-JANAPADA	—	11th A.C. M. 57. 46, 57	The area around Hunuvala, near Pālmādulla, in Ratnapura District (Geiger)
"	"	SARIVAGGA-PITTHI	11th A.C. M. 57. 53	A sub-division of Cunṇasālā-janapada above

THE TERRITORIAL DIVISIONS OF CEYLON

<i>Major Division</i>	<i>Mediate Division</i>	<i>Sub-Division</i>	<i>Period when First Mentioned and References</i>	<i>Identification</i>
SĀPARA or SĀPARAGAMU	DOṆIVAGGA	—	12th A.C. M. 75. 69, 72	The area around Denavaka in Navadun Kōralē, Ratnapura District (Codrington)
"	—	GURALATṬHA- KALAṆCHA	12th A.C. M. 75. 77	Atakalan Pannē, in Atakalan Kōralē, Ratnapura District (Codrington)
"	MAHĀNIYYĀMA- RATṬHA	—	12th A.C. M. 72. 57	An area around Māniyanga, near Avissāvālla, extending into both Ratnapura and Kāgalla Districts (Codrington)
—	—	VILBĀ	12th A.C. E.Z. II, 215	An area south and south-east of Ginigātāna in Ambēgamuva Kōralē, Kandy District
—	—	KALAṆGAVELA	12th A.C. E.Z. II, 215	The area around Ulaṇanē, Nāvalapitiya and Ambēgamuva in Kandy District
—	KALLAGĀMA- JANAPADA	—	5th A.C. Commentary on Aṅguttara Nikāya, 52	Probably an area near Damulla and Nālanda

UNIDENTIFIED

<i>Major Division</i>	<i>Mediate Division</i>	<i>Sub-Division</i>	<i>Period when First Mentioned and References</i>	<i>Remarks</i>
—	—	ULLABBHAKOLA-KAṆṆIKĀ	E.H.B. Appendix I ^B	—
—	PAÑCANIKĀYA-MANḌALA	—	Do	—
—	—	LANAVILAKA-KAṆIYA	2nd A.C. Dakkhina Vihāra Inscriptions	In Rājaratṭha
—	—	CITAGAMAKA-KAṆIYA	Do	Do
—	—	HALIGAMAKA-KAṆIYA	Do	Do

Rev. Fr. S. G. Perera, S.J.

His Contribution to Ceylon History

REV. Fr. Simon Gregory Perera, of the Society of Jesus, was born on the 5th of June, 1882, at Kalutara. He received his primary education at Holy Cross College in his home town, then studied at St. Joseph's College, Colombo, and finished off at Wesley College. At the age of eighteen he passed the Government Clerical Examination and was drafted to the Land Registry, Ratnapura. Here the call of God came to him. In 1905, therefore, he left Ceylon for the Jesuit Novitiate in India and from there went to the house of studies at Shembaganur, for a period of intense training under the strict mental and moral discipline, to which every member of the Society had to submit himself. In 1911, he returned to the Island as a Jesuit scholastic, to teach in St. Aloysius' College, Galle, until 1914, when he was called back to India for a further period of ecclesiastical studies. On the 21st of November, 1917, he was ordained Priest.

Fr. Perera's work for the history of his country began in 1915 and continued right up to his death, on the 19th of February, 1950. It was but natural that he should turn his attention, in the first place, to the historical records of his religious family for information about Ceylon. At that time, there were other Jesuits, like Frs. Hosten, Hull, Castets, Dahmen, Besse and Dahlman, who were engaged in the study of the history of the Jesuit missions of India. With their co-operation and the assistance and support of his Religious Superiors, he obtained, at much cost and trouble, photostat copies of over two hundred documents, all of them unpublished writings of the Jesuit missionaries in Ceylon in the 16th and 17th centuries, preserved in the Archives of the Society. (CALR. I, iv, p. 218). Besides these documents, he had the use of certain published records of the Jesuits, like *Monumenta Historica Societatis Jesu* (Madrid, 1894-1909), a truly monumental work, issued serially and running to thirty-six volumes, in which authentic documents were given with valuable historical criticism, and *Selectae Indiarum Epistolae* edited for the first time in 1887 in Florence, which gives the text of the letters in their original languages, Portuguese, Spanish, Italian and Latin (ib). From these, he picked out the documents which contained information about Ceylon, translated them into English and published them in the *Ceylon Antiquary and Literary Register*, from 1915 to 1920. Their value to Ceylon History is in that they were written by those who lived through the events which they narrated. In fact, the Jesuit Chaplain attached to the Captain-General's staff at Malvāna, was under instructions to make

researches into the history of Ceylon and keep a record of the notable events of the Portuguese *regime*. (*CALR*. II, i, p. 10; ii, p. 74). Thus we read in them about the rebellion of Nikapitiya, the pretender, in 1617 (ib. ii, pp. 130 ff; iv, pp. 224 ff), the aftermath of the capture of Galle by the Dutch in 1639 (ib. III, ii, pp. 216 ff), the terms of the treaty of peace between the Portuguese and the King of Kandy in 1617, given by one who discussed them as a member of the Portuguese Council (ib. III, i, pp. 49 ff), the rout of the Portuguese at Balane in 1638 (ib. V, iii, pp. 126 ff), the state of the Portuguese colony in Colombo in 1553 (ib. I, iv, pp. 222 ff) and the assault on the City by the Dutch in 1656 (ib. V, iii, pp. 128 ff). In these writings Fr. Perera emerged not as a tiro but as an adept in historical research and criticism. In 1941, he put together the information he had already published, brought in new material and composed a connected history of the Jesuits in Ceylon (cf. *Jesuits in Ceylon, Madura, 1941*). Although the credit of having placed before the student of Ceylon history these important documents belongs to Fr. Perera, it must, however, be pointed out that at least one of them, *The Description of Ceylon* by Fr. Manoel Barradas, S.J., who visited Ceylon in 1612, was already known to D. W. Ferguson; for, he translated and published it in 1896, in the *Ceylon Literary Register* (IV, pp. 130-135, 155-159).

His work on the historical records of the Jesuits led Fr. Perera to make a careful study of the *Conquista Temporal e Espiritual de Ceilao* by Fr. Fernao de Queyroz, S.J., a work which had been declared to be second only to the *Mahāvamsa* in its value to the history of Ceylon. Fr. de Queyroz came to India in 1635, was Provincial in Goa from 1677 to 1680 and died on the 12th of December 1688. He never set foot in Ceylon and, probably, never set eyes on a Sinhalese, but composed his monumental work on the Portuguese period in Ceylon, entirely from information derived from printed books, State papers, private memoirs compiled by Portuguese officers and Missionaries, who had penetrated into every nook and corner of the Island. He consulted first-hand witnesses, men who had lived in Ceylon, who spoke the language of this country, who had been present on the spot, and who were able to enlighten him on the history and geography of Ceylon as well as the language and literature and customs of the people, who knew of the domestic intrigues and geneologies of kings, and the prejudices and inclinations of the people, who were able to describe the personal appearances of important personages and give minute details of localities. (*Conquista of Queyroz* by Fr. Perera, S.J., *Hist. Association*, No. I, pp. 8-9). Unlike the other Portuguese historians of the Portuguese conquests in the East, who wrote to extol the exploits of their countrymen or with whom Ceylon was only a side issue, Fr. Queyroz was concerned with setting forth a true and complete history of his countrymen's dealings with Ceylon and its people, their successes and failures their virtues and vices, distributing with an even hand praise as

well as blame, to friend and foe alike. From 1671 to 1686, he toiled at it; on the 6th of January, 1688, his Religious Superiors granted formal permission for its publication. The manuscript must have been sent to Lisbon soon after his death, but it was not printed. It found its way into the Royal Library, which John VI of Portugal took with him to Brazil during the Napoleonic wars, and was presented by him to the National Library of Rio de Janeiro. A copy made for the *Instituto Historico e Geographico* of Brazil in 1840, was entered in its Catalogue and mentioned by Sommervogel in his *Bibliothèque de la Compagnie de Jésus* (VI, 1341-2). This led Mgr. Ladislaus Zaleski, Apostolic Delegate in Ceylon, to procure a copy, which he later gifted to the Papal Seminary, Kandy. Dr. Paul E. Pieris saw it, and, realizing its value, purchased the 1840 copy of Brazil, published translated extracts from it and even used it freely in writing his book, *Ceylon, the Portuguese Era*. From him the Ceylon Government bought it and, failing in an attempt to get the Hakluyt Society to publish the text and translation, had the Portuguese text alone printed under the superintendence of Dr. Pieris. When the book was issued, Fr. Perera reviewed it in the *Ceylon Antiquary and Literary Register* (II, iii, pp. 158 ff; iv, pp. 263 ff), where he took to task, the author of the *Portuguese Era* 'for emending and enlarging by turns and rejecting such as are opposed to his own view of things, without any reason given, or emphasising sometimes unduely what supports his opinion of men and events'. (*CALR*. II, iv, pp. 263-4). The Government, thereupon, invited Fr. Perera to translate the work, which he did.

It was by no means an easy task. For one thing, the text was terribly long, 1,054 pages folio in manuscript; for another, the language of the original text, though genuine Portuguese, was 'quaint and archaic, bearing to modern Portuguese prose very much the same relation as the language and spelling of Knox bear to modern English. But unlike Knox, Queyroz was heavy, pedantic and often obscure, with intricate and inextricable sentences of interminable length. Written as it was for Portuguese readers of the 17th century, by an author who lived most of his life at Goa, it had many Indo-Portuguese words and expressions the meaning of which must be sought in old reference books, dictionaries and glossaries'. (*Conquista*, English transl. Introd. p. 25). The difficulty increased considerably, since Fr. Perera's attempt was not to restate in English the substance of the original, but to produce an accurate translation of a source-book, in fact, the most important source-book of the history of the Portuguese in Ceylon. It cost him twelve solid years of intense labour, involving careful research, frequent consultations with other historians and Portuguese scholars, at home and abroad, and a great deal of travelling up and down the Island for information about places and persons. At last, in 1930, the Government Printer issued Fr. Perera's translation, entitled *The Temporal and Spiritual Conquest of Ceylon*,

in three volumes, each volume consisting of two books, making a total of 1,254 pages, with 77 pages of index. This was, indeed, his *magnum opus* and, by far and away, his greatest contribution to the study of the history of his country, and, at the same time, his chief claim to be considered our best informed and most reliable authority on the Portuguese period in Ceylon, without, however, detracting even a tittle from the merits of that most painstaking and critical scholar, D. W. Ferguson, who, in his day, was deservedly styled 'the profoundest student of the Portuguese period of Ceylon history'. (*Ceylon Literary Register*, 3rd Series, I, 3; *JCBRAS.* No. 64, pp. 131-2).

From the *Conquista*, Fr. Perera passed on to the study of unpublished documents, which have a bearing on it. He procured for the Government of Ceylon two manuscripts from the Ajuda Library of Lisbon, translated them from Portuguese into English and had them published in 1930. The first of these two works, is the *Jornada do Reino de Huua*, or the Expedition to Uva made by the Portuguese Captain-General Constantine de Sa de Noronha, in 1630. It gives an 'interesting account of the plot that led to the betrayal and the rout of the Portuguese army, the death of the Captain-General, the surrender of the garrison of Mānikkaḍavara, the fate of the prisoners, the negotiations for peace and its conclusion at Aṭṭāpiṭiya, in 1634'. (Introduction, p. iii). It was written about the year 1635 by one who had served in the expedition and been a prisoner in the Kandyan country. Although there are three other accounts of this expedition, one written by the General's son, Joao Rodriguez de Sa e Menezes, to vindicate the good name of his father, and published in 1681 (*JCBRAS.* No. 41), another by Joao Ribeiro, in Book II, chapters 1 and 2, of his *Fatalidade Historica* in 1695, and a third, *Narrative of the War of Uva*, by a Sinhalese Catholic Priest Phelipe Botelho, quoted by Abbé Le Grand, in his *Histoire de l'Isle de Ceylan*, which is a free translation of Ribeiro's work, done in 1701, the *Jornada* contains by far the earliest, the most detailed and the most reliable account of it we possess.

The second manuscript is a short one of four large sheets of paper giving a very brief account, first of the rout of Constantine de Sa as narrated in Colombo by some lascarins who had managed to escape with their lives, and secondly a short account of the siege which the Kandyan army laid to Colombo. The writer is Affonso Dias da Lomba, who is mentioned by Fr. Queyroz (*Conquista*, XVIII, 120, 490) as one of his principal informants. (Introd. p. ix).

The Portuguese Tombos or land registers and the Forals or the registers of quit-rents, contain authentic information about the economic conditions and the system of land tenure, in the Portuguese territories of Ceylon, in the 17th century. From 1610 to 1615 four volumes were compiled, covering a

good part of the western districts of the Island. Nothing is known of the first and the fourth volumes ; but there are copies of the second and the third volumes in the *Arquivo das Colonias*, Lisbon. They have been copied for the Government of Ceylon and these copies are now available in the Government Archives. A supplementary volume, containing details of the two Korles, *Māda* and *Kaḍavata*, was made in 1622, and the manuscript is now in the National Library of Lisbon. An English translation of this work, with excellent critical notes, was made by Fr. Perera and published as Bulletin No. 4 of the Historical Manuscripts Commission, in 1938.

In 1932, Fr. Perera edited with the help of the late Mr. M. E. Fernando, of the tutorial staff of St. Aloysius' College, Galle, the *Kustantīnu Haṭana*, composed about the year 1619 by Alagiyavanna, the greatest Sinhalese poet of the 16th century, after his conversion to Christianity. The poem celebrated the victory of Constantine de Sa over the rebel leader Antonio Barreto or Kuruviṭa Rāla at Lellōpiṭiya in 1618. There were two things the editors had to prove, the authorship of the poem and the conversion of Alagiyavanna to Christianity. By a very critical examination of the vocabulary and style of the *Kustantīnu Haṭana* in relation to all the other known works of the poet, it was clearly proved that this *Haṭana* or war poem, perhaps the first of its kind in Sinhalese literature, was the creation of Alagiyavanna's genius. His conversion to Christianity, though shown to be a historical fact, was hotly disputed by those who found it difficult to bring themselves to admit that the great author of the *Subhāṣita*, the *Dahamsoṇḍakava*, the *Sāvul Sandesa* and the *Kusajātakaya*, poems which have a strong Buddhistic flavour, could ever have embraced Christianity. This edition, however, proved to be a model of a critical edition of a Sinhalese poem. Five years previously, the same editors had brought out an edition of the *Subhāṣita*, but it fell short of the high standard of scholarship attained in the *Haṭana*. The experience gained in handling these two literary works, stood them in good stead when editing the *Āhālēpola Varṇanāva*, a laudatory poem written by Kavisundara Mudali of Vāligala about the year 1816. It must be remarked that in all these editions the plan of work, and the historical notes and comments were by Fr. Perera, while the literary introductions and textual criticisms were the fruits of his collaborator's deep knowledge of Sanskrit, Pali and Sinhalese literature. (rf. Introd. to *Kustantīnu Haṭana*, p. xxviii).

His researches in connection with the *Conquista*, led Fr. Perera to make a more detailed study of events, persons and places, mentioned in that work. These studies he published either as articles to newspapers and magazines or as lectures to learned societies. Of his serial articles the following are remarkable for wealth of detail and their wide historical range :—*The Rise and Fall of the Kandyan Kingdom*, in 27 articles, all contributed to the *Ceylon Daily News*, from the 15th of January to the 30th of March, 1927, *Colombo and*

the Beira (DN. 1929, 21, ix; 4, 7, 31, x), *Kalutara in Early History* (DN. 1930, 30, viii; 2, 4, 6, ix; *Ceyl. Lit. Register*, 3rd Series, I, p. 92), *The City of Colombo 1502-1656* (*Ceyl. Historical Association*, No. 8, Aug. 1926), *The Rout of Constantine de Sa* (id. No. 15, July, 1929; DN. 17; xii. 27, 29; xii. 30), *The Portuguese Tombos* (DN. 1937, viii. 22, 26, 28; v, 8, 17), *Alagiyavanna* (DN. 6. viii. 25; 28. x. 31; 4. xi. 31; 6. xi. 31; 16. xi. 31; *Ceyl. Catholic Messenger* 27. x. 31; *CALR.* ix. pp. 45 ff), *History of Ceylon*, in 13 articles contributed to *Young Ceylon*, from May, 1935 to June, 1936. Besides these, he wrote on such fascinating subjects as, *Nursery of Kings* (DN. 13; ii. 26), *Autograph Letter of the King of Kandy* (DN. 2. x. 26), *Signatures of the Kings of Ceylon* (*The Aloysian*, Vol. V, No. 3), *Earliest Portuguese Tombstone of Ceylon* (*Cey. Lit. Register*, 3rd Series, IV, p. 233) *Christian Princes of Ceylon* (*CALR.* IV, pp. 115 ff) and a host of others. In fact, when all the historical articles contributed by him are counted up, they easily exceed three hundred. Many of his articles to newspapers do not contain references to sources; but, had not physical disabilities prevented him, he would have reprinted them, with all necessary notes and references.

Although his research work on the Portuguese period was very thorough and comprehensive, it did not stop there, but extended over the whole range of our history and every aspect of it. What interested him in the Dutch period in a particular manner was the history of the Catholic Church in Ceylon, in the most eventful epoch of its existence, when the Faith of Catholics, after the crucial test of persecution, emerged triumphant and struck deep root into the hearts of its adherents. The information on the subject, contained in the works of such writers as Baldaeus, Valentyn, Knox and Saar, and in the Memoirs, Diaries and Instructions of Dutch Governors and officials, was very meagre and one-sided; it had to be sought elsewhere, in the writings of those who had lived through the struggle and established the Church on a firm footing.

When the Portuguese were finally expelled from Ceylon (1656-1658) they left behind them thousands of Catholics scattered over the Island, especially in the territories that fell under the sway of the Dutch. The new rulers, impelled by political and religious antipathy, banished all Catholic priests under pain of death, proscribed all acts of Catholic worship, compelled all Catholics to baptize, marry and bury according to the rites of the Dutch Reformed Church and confiscated all Catholic churches and schools; and, held out the most tempting inducements to apostacy. Thus the Catholics had to struggle on without priest or altar, without worship or instruction; and this state of affairs lasted for thirty years. Then a holy Indian Priest from Goa, named Fr. Joseph Vaz, smuggled himself into Jaffna in the guise of an Indian labourer and gradually made himself known to the Catholics. Other Indian Priests from Goa, followed him and their combined effort restored

the practice of the Catholic Faith in the Island. They lived and moved among the people, they studied the customs and the language of the people and made themselves one with their flock. They were not only permitted to exercise their ministry in the Sinhalese kingdom, but even protected by the Sinhalese kings from Vimala Dharma Sūriya II to Srī Vijaya Rāja Simha. Now, these heroic missionaries have left on record their experiences in the Island, with side-lights on the social and economic conditions of the country, on the state of affairs in the Kandyan court and on the measures taken by the Dutch to maintain their newly won power. As these documents had been sent to their religious superiors in Goa, they were originally preserved there; but later some of them found their way to the State archives in Lisbon. Making use of these documents and information recorded at inquiries made about the life and virtues of Fr. Joseph Vaz, in India and Ceylon, with a view to the introduction of the cause of Canonization of the heroic missionary, Fr. Sebastiao do Rego, at one time a member of the Religious Congregation of the Oratory to which Fr. Vaz and his companions belonged, composed in Portuguese a life of the saintly Priest. This work, printed at Lisbon in 1745 and its Italian version done at Venice in 1753, served for a long time as the only source of information about the history of the Catholic Church in Ceylon in the Dutch days. Then in 1867, a second edition of the original work, with notes and comments by Barreto Miranda, was printed at Margao, Goa. The notes were mostly from the *Chronologia da Congregação de Oratorio* (Chronicles of the Congregation of the Oratory), a manuscript work of Fr. Sebastiao do Rego, and from the *Life of Fr. Joseph Vaz* (abridged from do Rego) by Simon Casie Chitty of the Ceylon Civil Service, published in Colombo in 1848. Even these two works did not give sufficient information. It was Fr. Perera's enterprise during his sojourn in Europe, between 1932 and 1933, that brought to light a very large number of documents which give a connected account of the missionary activities of the Oratorian Priests in Ceylon during the Dutch period. These documents consist of letters and annual reports sent by the missionaries to their Superiors in Goa, and provide details, which are of very great value to the history of the Catholic Church during this most heroic period of its existence. (rf. *Sess. Paper XXI*—1935, Second Report of the Historical Mss. Commission, pp. 54, 55). They were translated into English and published by him under the title of the *Oratorian Mission in Ceylon* (The Caxton Printing Works, Colombo, 1936). With these documents and others he had discovered and printed works dealing with the Dutch period, he composed a *Life of the Venerable Father Joseph Vaz*, which is a masterpiece of historical biography and the best product of his ripe scholarship. (Catholic Press, Ranchi, 1943).

A full list of the manuscripts discovered by him in the *Bibliothèque Nationale*, Paris, the *Rijks-Archief*, Hague, the *Biblioteca National*, Lisbon,

the *Torre do Tombo*, the *Biblioteca da Ajuda*, the *Arquivo das Colonias* of Lisbon, the *Biblioteca Publica*, Evora, the British Museum, London, the Vatican Archives, Rome and the Archives of the Society of Jesus, are given in the Second Report of the Historical Mss. Commission (Government Press, Colombo, 1935). Copies of documents in the Lisbon depositories, in Hague and in Rome, were procured by him for the Library of St. Aloysius' College, Galle. They range from trifling private notes and letters to most important historical documents, such as, an account of the capture of Galle by the Hollanders written by the Superior of a religious Order who was present (38 folios), a supplementary *tombo* made in 1622 of the Two Korles and part of Atakalan Korle (135 folios), representations of the Camera of Colombo against the General D. Nuno Alvarez Pereira (34 folios), *Spiritual Conquest of the East* by Fr. Paulo de Trinitade, extracts from *Livros das Monções*, a large number of documents relating to the missionary work of the Oratorian Priests during the Dutch period in Ceylon, a complete set of documents referring to the first and only expedition of the Dutch to Kandy and a collection of papers (201 ff) about the Dutch rule in Ceylon (rf. *CLR*. 3rd Series, Vol. III, pp. 287-9, 380-576, 95-6).

He also edited the *Douglas Papers* for the *Ceylon Literary Register*, 3rd Series, and reprinted them in book form in 1933 (Ceylon Observer Press, Colombo), and the *Kandyan State Trial*, reprinted 'from a pamphlet of which the title page being missing, the date and publisher cannot be ascertained' (op. cit. Vol. II, pp. 443, 497, 551; Vol. III, pp. 28, 325, 520, 561, etc.). These articles related in detail a *cusus celebre*, in which Molligoda, the foremost Kandyan chief of the day was placed in the dock with five other principal chiefs and Priests on the charge of attempting to subvert the established government. He had prepared an edition of the report of William Granville on Matara, but it has not yet been published. Granville was appointed to the Ceylon Civil Service on the 14th of March, 1804 and was Collector of Customs of Galle, Matara and Kalutara. It was he, who was commissioned to conduct the deposed Sri Vikrama Rājasimha, on board the 'Cornwallis', from Colombo to Madras, in 1816. (*CLR*. Vol. III, pp. 487 ff). A report by such an officer cannot but be of much historical interest.

In 1931, the Donoughmore Constitution, with its provisions for universal franchise, was established in Ceylon. To educate the people for their new responsibilities, it was desirable, more than ever, to encourage the study of the country's history, at least from the time that modern institutions began to arise. The Government, therefore, very correctly insisted that Ceylon history should find a place in the curriculum of studies in all schools. The standard work on the subject, at the time, was the little *History of Ceylon* by Mr. L. E. Blazé, which had appeared in 1890, and, in spite of its limitations, satisfied a demand. In fact, it was so popular that it went into a tenth edition

in 1937, being brought up-to-date with each edition. H. W. Codrington's critical work, *A Short History of Ceylon* (Colombo, 1929), was found to be too concise and scholarly for use in schools; moreover, it ended the account of British administration at 1833. In 1932, Fr. Perera published his *History of Ceylon for Schools*, which dealt with the entire period from the arrival of the Portuguese upto the year 1911, and with each edition carried the narrative forward, the last edition being in 1949, a few months before his death. It was written in the manner of Pelham's *Outlines of Roman History*, with sub-titles, illustrations and maps to assist the student. The wealth of information it contains and the clarity and critical balance with which historical facts are set forth and interpreted, make it a suitable handbook for all who wish to acquaint themselves with the history of the Island. The work became so popular, that, in spite of other manuals on the subject, specially those by Dr. G. C. Mendis, Lecturer in history in the University of Ceylon, it went into five editions within seventeen years, and, its Sinhalese translation, into two editions in three years.

It was Fr. Perera's intention to compose a similar work on the history of the Catholic Church in Ceylon, and when sickness intervened, he had done the first five chapters, covering the first fifty years after the arrival of the Portuguese. He was, indeed, the most competent person to undertake such a work and its accomplishment would have been the crowning of his 'endeavours to promote the study of the chequered history of the Church in Ceylon, so often misunderstood and misrepresented, at home and abroad'. (Foreword to *Life of Fr. Gonçalves*, p. x). Before his time the works available on the subject were, 'A Sketch of the Rise and Progress of the Catholic Church in Ceylon' by Simon Casie Chitty, Colombo, 1848, the *Vinea Taprobanea* (in Tamil) by Philip Canjemanadan, Colombo, 1855 and *Le Christianisme a Ceylan* by Peter Courtenay (Mgr. L. M. Zaleski), in two volumes, published at Lille in 1900 and its abridged English translation by M. G. Francis, Mangalore, 1913. Of these, the first two books were brief accounts for popular consumption and the third, though full of interesting information, was not sufficiently critical. To Fr. Perera belongs the credit of having discovered and translated with critical notes and comments, documents of the highest value for a complete history of the Church in Ceylon, from its introduction to modern times. The *Conquista* and the Jesuit records provide the material for the Portuguese period, the Oratorian letters and reports (*Oratorian Mission*, Colombo, 1936, the *Life of Fr. Vaz*, Ranchi, 1943 and *Life of Fr. Jacome Goncalves*, Madura, 1942) for the Dutch period and the documents from the Propaganda Archives, Rome, for the early British period. His numerous lectures and articles on topics of special interest to Catholics, (*Historical Sketches*, Jaffna, 1938), bear witness to his scholarly research and his capacity for accuracy of detail. It may be truly said that he, of all writers,

made the Catholics in this country feel that they had a history worth telling and proclaiming from house-tops.

As a historian, Fr. Perera, was learned, laborious and critical. On the one hand, he avoided the dramatic school of literary historians, although when he gives the reins to his imagination he commands an impressive diction; on the other, he does not belong to the modern type of researchers in archives who are not ashamed of the dryasdust method. Although he had an admirable grasp of the whole range of Ceylon history and every aspect of it, he was strongest on the Portuguese period and the history of the Catholic Church in the Island, and weakest on the pre-Portuguese period, probably owing to the difficulty of studying the subject from documents written in the Oriental languages. Unlike many another historian, ancient and modern, he makes history tell its own tale, with great effect and without the wonted trimmings and exaggerations. This led him to deal out praise and blame with an even hand, to friend and foe alike, according to their deserts. His services to the study of the history of his own country are, indeed, so considerable that they are worthy of being recorded and gratefully remembered.

† EDMUND PEIRIS, O.M.I.,
Bishop of Chilaw.

The Sutta Nipāta: Pucchās of the Pārāyana Vagga

§ 1. AJITAMĀNAVAKA-PUCCHĀ

THE Vatthugāthā and Commentarial literature state that Ajita was a disciple of the brahmin Bāvarī, although according to AA. I, 184 he was Bāvarī's nephew. Theragāthā (Thī, 20) mentions an Elder Ajita who had, in a former birth, offered a *kapittha* fruit to the Buddha Vipassī. The Commentary on this stanza (Thī A. I, 78) refers to him as the son of the assessor (agghāpaniya) of the King of Kosala. Apadāna No. 509 (Ap. II, 449) also speaks of a Kapitthaphaladāyaka Thera (cp. Thī, 20), but there is another Apadāna of Ajita the pupil of Bāvarī (No. 397-Ap. I, 335). There is no attempt made in the Commentaries to identify Ajita, the Kapitthaphaladāyaka with Ajita of the Pārāyana. The subsequent growth of the Bāvarī-episode in connection with the Pārāyana (U.C.R. VI, 4), the antiquity of the Pārāyana itself (*ibid*), and the vagueness with which some Commentators refer to it¹, are additional testimony to the fact that the Ajita of the Pucchā and the Ajita of Thī, 20 (cp. Ap. II, 449) are two different persons. The Vatthu-gāthās refer to the sixteen questioners as, *sissā soḷasa brāhmaṇā*. The name Ajita need not necessarily be that of a brahmin (*a-ji-ta* = unconquered); and it suits a *kṣatriya* equally well. It is significant that these sixteen are spoken of as *āyasmā Ajito*, *āyasmā Puṇṇako* etc. in the *pucchās*. They address the Buddha on equal terms as *mārisa* as do all *kṣatriyas* and the warrior gods of the Hindus (Sakka, etc.). It is only in the titles of the *pucchās* that they are called *mānavā* (the text of the prologue and the epilogue is of no consequence for obvious reasons). The word *mānavā*, which often designates a young brahmin is no conclusive proof of these men being brahmins. Some of the names are decidedly *kṣatriya*; e.g. Ajita, Bhadrāvudha, the names Nanda and Hemaka are doubtful, and Piṅgiya and Mogharāja are most probably nicknames of *kṣatriya* origin. Neumann (Reden 546) sees in the name Bāvarī a representative of the famous Kātyāyana school of the White Yajurveda (Bādarī). He says that among the *mānavas* there are seven other Yajurveda priests of whom four belong to the White Yajurveda. He also mentions a still older Bādarī of the Black Yajurveda to whom reference is made in the Baudhāyana-gṛhyasūtra (I, 7). Even if his suggestion is accepted there are still nine others who have to be proven brahmins. Moreover, a name like Dhotaka, which

1. AA. IV, 35: *aḍḍhateyyagāthāsataparimāṇaṃ Pārāyanasuttaṃ* (P. Sutta which consists of 250 stanzas); but the entire vagga with its Prologue and Epilogue contains only 174 stanzas, *pucchās* alone being 92 stanzas. The Pārāyana is called a sutta here. Nd2 also refers to some *pucchās* as suttas and *pañhas*.

Neumann had in mind (his seven Yajurveda priests are not enumerated) is a fitting name for a disciple of the Buddha (\sqrt{dhu} , *dhunāti*, to shake off, to purge, etc. cp. the concept *dhona* which is often used as an epithet of the *murti* in Sn.). Likewise Mettagu, Upasīva, Ajita and Tissametteyya² are very suitable names for Buddha's disciples.

The first question asked by Ajita is very far-reaching³. On the one hand it could be interpreted empirically to mean only the external objects of the world, on the other it implies Ajita's premonition of world-sorrow. Buddha in his reply alludes to the First Truth: *dukkham assa mahabbhayaṃ*. In his next question Ajita goes a step beyond the answer and anticipates further. This clearly shows that Buddha's interlocutor was a person with a considerable previous metaphysical training. The second question is asked in a fashion that makes it possible to illustrate indirectly the Four Noble Truths. Because Ajita himself has some idea of the misery inherent in the world he is eager to know by what means it could be checked. Following the Buddha's reply (Sn. 1035) he shows his desire to know how *sati*, *paññā* and the individual *nāmarūpa* cease to exist. Here the question hints at *nirodha* (or perhaps *upekkhā* as well), and in the reply the very word *nirodha* is used. That Ajita thinks clearly ahead and anticipates the replies is evident from his question in Sn. 1036.

These questions are far too brilliant to be those of an insignificant disciple of a brahmin from the less-known and least-brahmanised zone of the Dakkhināpatha which even during the time of the compilation of the Baudhāyanagṛhyasūtra was considered unfit for brahmins (Baudh. V, 15). Further, the trend of thought in these questions compares rather closely with the monistic principles of the Upaniṣads. The macrocosmic Brahman, identified with Ātman, the world-soul, gives place to the microcosmic Ātman which again is identified with the macrocosm. Though no such philosophical subtleties are in evidence here the progress from world-sorrow to *nāmarūpa* is reminiscent of the Upaniṣads. The picture of Ajita in the *pucchā* is not that of a typical brahmin youth but that of a mendicant initiated into the Upaniṣadic way of thinking. One would not be far wrong to conjecture that since the *kṣatriya* seers were the custodians of Upaniṣadic lore and as Ajita's mode of thinking resembles their's that he was a *kṣatriya* belonging to an Upaniṣadic school. The very fact that his name sounds like that of a *kṣatriya* or of a sage, 'The Unconquered', is no conclusive proof of his *kṣatriya* origin. . .

2. There is another Tissametteyya in Aṭṭhakavagga 7.

3. Ajitapucchā is commented at Netti. pp. 70-72, under *Sodhanāhāra* Netti. III, 13. It states that Buddha's replies were in the form of *sodhanā* and not *ārambha* (on his own initiative) viz. . . . *ti pañhe . . . ti Bhagavā padam sodheti no ca ārambham*. Ajitapucchā is again commented at great length at Netti. 10-21.

§ 2. Linguistic and other Internal Evidence

The sutta generally bears the appearance of an old piece. There is a preponderance of the use of the particle *su* (or *ssu*) as an emphatic interrogative. This is a general characteristic of many old dialogue-ballads in which the interlocutor continually asks questions. Among forms which may be assigned to a dialectical stratum are: *jappā* (Sn. 1033c) which is not confined to *gāthā* and *mārisa* (1038d) found equally well in prose. A double Vedic form with the Māgadhī ending is to be seen at Sn. 1038a, *saṅkhatadhammāse*. The sandhi *ki'ssa* (1032c) is probably dialectical viz. *kiṃ assa* > *kī assa* (nasalised *ī*) > *kī'ssa* > *ki'ssa* cp. Pv. III, 5, 6. *ki'ssa vatam kiṃ pana brahmacariyam* where *ki* perhaps contains an original nasalised vowel. In both these instances *kī'ssa* cannot be identified with the interrogative pronoun *kissa* in the oft-repeated formula *taṃ kissa hetu*. Also cp. Pv. II, 6, 1, *Uttthehi Kaṇhe kī sesi*; the corresponding passage to it at J. IV, 79 reads as *kiṃ sesi*.

The other peculiarities are more of a purely grammatical nature, yet pointing to an old stratum of Pāli; e.g. short abl. singulars *vevicchā*, and *pamādā* (Sn. 1033b), *pithiyyare* (1034d, 1035d) of Vedic origin (cp. Geiger § 122) with consonantal hardening.

The term *sota* (1034, 1035) is used in the sense of defilements such as *taṇhā* (SnA. 586). Of similar application is *sota* at Sn. 355

Acchecchi taṇham idha nāmarūpe (ti Bhagavā)
Kaṇhassa sotam digharattānusayitam.

(He has completely cut off the desire for name-and-form—individual existence—here, the stream of *Kaṇha* which had remained for long). Existence is often spoken of as a stream; e.g. *bhavasota* at Sn. 736b, S. I, 15, IV, 128, etc. It is considered a positive attainment to rid one's self of this *sota*; e.g. *chinna-sota* Sn. 715b, and also *sotam chīdati* M. I, 226. The flux of mind is also a stream, *viññāṇasota* D. III, 105, etc.; and the Noble Eightfold Path is called a stream (*sota*) at S. V, 347. The terminology of Ajita is allied to Buddhist terminology though at first sight the term appears to be used in a connotation different from that in Buddhism.

Style calls for no attention. The *pucchā* is in Śloka metre. (Anuṣṭubh), and metrical irregularities are few viz. an *even* quarter at 1037a, a short *pāda* at 1036a, and extra-syllabic *pādas* at 1033ab.

§ 3. THE OTHER PUCCHĀS

Like Ajita, the other 15 *mānavās* too have questions to ask the Buddha. Tissametteyya wishes to know of the *mahāpurisa* who is unperturbed and perfectly contented. Puṇṇaka asks the Buddha about the efficacy of sacrifice and the reasons why men offer sacrifices. The Buddha replies that it is all futile and that it would not enable one to overcome birth and decay. Then

he expresses his desire to know of them who have transcended birth and decay. Mettagu asks the Buddha the reason for the existence of suffering in this world and the method by which the wise cross the stream of birth, decay, sorrow and lamentation. Dhotaka invites the Buddha to preach to him to enable him to train himself for his release and remove all his doubts. Upasīva requests the Buddha to give him an *ārammana* (means, object) by which he may cross the Flood (*ogha*). Nanda asks whether it is knowledge or the mode of living that characterises a *muni*. He also wishes to find out whether those who profess metaphysical theories have overcome birth and decay. Hemaka tells the Buddha that he took no delight in the theories of the Vitaṇḍavādins, and requests him to preach to him the *dhamma* by which he may transcend 'this sinful bent'. Todeyya asks the Buddha about the nature of the emancipation of him who has no craving, is free from lust, and has overcome doubt. Kappa asks him of the island-refuge from the formidable stream confronting the mortal subject to decay and death. Jatukaṇṇi requests the Buddha to tell him of the *santiṭṭhāna* and to preach to him the *dhamma* to help him to leave behind birth and decay. Bhadrāvudha praises the Buddha and requests him to preach the *dhamma* to all. Udaya wishes the Buddha to declare to him the deliverance by transcendental knowledge and the destruction of ignorance. Posāla asks the Buddha about the state of knowledge of the person whose consciousness of form is extinct, who has cast off corporeal form and perceives internal and external 'nothingness'. Mogharāja asks the Buddha how one should look upon the world so that Māra may not 'see' one. Piṅgiya like Jatukaṇṇi asks the Buddha to preach the *dhamma* in order to leave behind birth and decay.

§ 4. A striking feature of many of the *pucchās* is the eagerness of the questioners to listen to the Buddha. Some of them come with special problems that had confronted them. Their earnestness is seen in Sn. 1061, 1097, 1120. Nanda's question gives the Buddha the opportunity of stressing the superiority of a moral life (cp. 1070c). He declares that speculative knowledge leads one nowhere. This is in contrast to contemporary Brahmanism where Upaniṣadic seers begin to emphasise the importance of knowledge (*jñāna*) for the attainment of Brahman. *Vijjā* (knowledge) in Buddhism in some aspects is allied to *jñāna*, yet the Buddha is seen consistently to reject metaphysical speculation (cp. Aṭṭhaka Vagga, etc.).

In reply to Upasīva's request the Buddha gives a short survey of the essence of *vimokkha*. This *pucchā* appears the most abstruse in the whole *vagga*. The concentrated ideas in it are highly philosophical and bear the tone of the more systematised passages of the Aṅguttara of similar import. It perhaps represents in germinal form the doctrines further dealt with in Aṅguttara and Saṃyutta Nikāyas and carried to a degree of perfection in the later Abhidhamma Piṭaka.

The *ārammana* which Buddha gives Upasīva is based on *ākiñcañña* (cp. *na kiñcid anyat*). He has to cross the *ogha* by obtaining the release brought about by *saññāvimokkha* (cp. *saññāvedayitanirodha*). Then only does a *muni* 'go beyond reckoning' and obtain his release from *nāma* (*nāma-kāya*), for *rūpa* is eliminated at the stage of *ākiñcañña*. Here is a brief reference to the *kāya* theory of the Nikāyas. Poṭṭhapāda Sutta in the Dīgha mentions the various *kāyas* as conceived by the divergent schools of animistic beliefs of the existence of a soul. The term *rūpakāya* occurs at S. III, 59 and *nāma-kāya* is that which corresponds to the entities designated as *nāma* in the division of the fivefold aggregates. Here is also to be seen a distant echo of the *kośa* theory of the Upaniṣads. There is nothing quite close to this in the Nikāyas, but the significant metaphor *asim kosiya pabbāheyya* (as one would draw the sword from the scabbard D. I, 77) seems to suggest an early connection of the same ideas.

The central ideas of the pucchās are discussed in the general remarks on the Pārāyana Vagga (U.C.R. VI, 4). All the concepts in the vagga are doubtless very old. The passages of philosophical import do not show much growth. The occurrence of the terms *viññāṇa* (1055), 1073, 1110, 1111 and 1037, *nāmarūpa* (1036, 1100), *nāmakāya* (1074) and *nāma and rūpa* (1073), *ākiñcañña* (1070, 1071, 1072, 1115) has already been touched upon. The terms *kiñcana* (1098, 1099, 1104) and *akiñcana* (1059, 1091, 1094) are of no direct philosophical import. *Viññāta* (1086) in the phrase *ditṭha-suta-muta-viññātesu* is a term common to passages dealing with sense-perception, (U.C.R. VII, 3). The notion of going beyond *saṃkhama* (1074), *paṃānaṃ* (1076), *kaḥḥama* (1101) agrees with the central theme of 'going beyond'. Like the suttas of the Aṭṭhaka Vagga the pucchās denounce disputation (*takka* 1084, *kathamkathā* 1088, 1089) and philosophical (speculative) dogmas (1078-1083, 1098). Many of the *māṇavas* use epithets in praise of the Buddha (1043, 1049, 1063, 1069, 1073, 1090, 1101, 1105, 1112, etc.). He is called *samantacakkhu* at 1063c, 1069c, 1073b, 1090d. The other frequent epithets are *aneja* (1112, 1101, 1043), *vedagu* (1049, 1059), *bhāvitatta* (1049) and *oghātiga* (1096). None of these epithets appears extravagant and all could be ascribed to an early period. The *dhamma* is spoken of as *anītiha* (not based on hearsay—1053). *Santi* is to be experienced in this world itself (1066). The terms *itihītihaṃ* and *itthabhāva* also occur. No attempt is made here to discuss other data from the language of these pucchās, for both language and metre show signs of antiquity and agree in the main with the suttas of the Aṭṭhaka Vagga.

§ 5. It is to be observed that only one (Puṇṇaka) out of these sixteen men asks a question about sacrifice, a thing which played a very prominent part in the lives of all the brahmins of the age. This question is the only justification to infer that Puṇṇaka was a brahmin; though in itself it is no

conclusive proof. It has already been emphasised that some of the questions asked, definitely show that most of them have had a philosophical training in some system or other. It is quite probable that they may have belonged to some sects of *śramaṇas* or *ājīvakas* which cannot be easily identified on account of the scanty evidence at hand.

The only mention in the Apadāna, a considerably late work, of the celebrated Bāvarī of the Vatthugāthā, with special reference to these *māṇavas*, is made at Ap. II, 487 (Mogharāja), Ap. II, 342 (Mettagu) and Ap. II, 357 (Todeyya). It was stated earlier that the fact that some of the names are brahmin-names does not necessarily prove that the questioners were brahmins. Dhotaka in praising the Buddha calls him a brāhmaṇa and in the same stanza addresses him as Sakya (1063). At 1065 he calls him brahme (voc.). This presents no difficulty when the new significance attached to the word brāhmaṇa is taken into account (cp. Dh. Brāhmaṇa Vagga). The main purpose of these questions is to find out a solution to birth and decay and not the settlement of the differences between the theories of these interlocutors and Buddha's teaching, for none of them comes to the Buddha as a disputant. All this evidence points to the lateness of the Bāvarī episode as compared with the *pucchās* and shows the absence of any justification for the late tradition that these *māṇavas* were brahmin-pupils.

§ 6. The Apadāna and the Sixteen Māṇavas

The only other source in which these *māṇavas* are mentioned in a manner worth noting is the Apadāna. Only eleven out of the sixteen are specifically mentioned, viz. Ajita: Ap. No. 397 (I, 335), Tissametteyya: No. 398 (II, 339), Puṇṇaka: No. 399 (II, 341), Mettagu: No. 400 (II, 342), Dhotaka: No. 401 (II, 343), Upasīva: No. 402 (II, 345), Nanda: No. 403 (Ap. II, 350), Hemaka: No. 404 (II, 351), Todeyya: No. 405 (II, 354), Jatukaṇṇi (ka): No. 406 (II, 357), and Mogharāja: Nos. 35, 537 (I, 87; II, 486). There is no trace whatsoever, in the Apadāna, of Kappa who should have been mentioned after No. 405, of Posāla or of Piṅgiya. There is the story of one Udena occurring in the Apadāna immediately after Jatukaṇṇika (i.e. No. 407. Ap. II, 362). Following this comes the Apadāna of Bhaddālī (No. 408. Ap. II, 365). Although the names appear somewhat similar the stories yield no clue for the identification of Udena with Udaya and Bhaddālī with Bhadrāvudha. Moreover, the order in which these two stories occur is the inverse of that of the two corresponding *pucchās*. Even in the case of the eight Apadānas in which there is no mention of Bāvarī (i.e. except Todeyya, Mettagu and Mogharāja) the text affords no positive evidence of a connection.

Further, Udena's Apadāna is the last number of the 41st (Metteyya) Vagga and Bhaddālī's opens the next chapter which is known by that name. This may be overlooked if there was any positive evidence of a connection,

for Ajita's Apadāna ends the 40th (Pilinda) Vagga and therefore precedes the Tissametteyya Apadāna. The division of the Apadāna into vaggas being arbitrary and artificial, it is evident that Ap. Nos. 397-405 are meant to correspond to the nine *māṇavas* from Ajita to Todeyya. The tenth, Kappa is omitted, and the eleventh, Jatukaṇṇi occurs as No. 406. Then comes Mogharāja the fifteenth *māṇava* for whom there are two Apadānas. Sn. 1117 is quoted at Ap. No. 537, 25 ; and Sn. 1118-1119 at Ap. No. 537, 26-28. Though there are differences in details the two stories are practically the same. The fact that the Mogharāja Apadāna is so far away from the last story which has a bearing on the *māṇavas* (Jatukaṇṇi) hardly sheds any light on Sn. on account of the lateness of Ap.

§ 7. References in other works

From the nature of the questions and answers in the pucchās it is to be inferred that the *māṇavas* entered the Order. This is stated in the late Epilogue (Sn. 1128). Yet it is rather disappointing to see that Th1 is silent about most of them. It has already been shown that Ajita at Th1, 20 is not the same as Ajita of Sn. Similarly, Puṇṇa (Th1, 70), Nanda (Th1, 157-158), Posiya (Th1, 34) nor any one of the three Tissas in Th1. (39, 97, 153-154) shows any connection with the men bearing similar names in Sn. It is also highly improbable that Bhaddaji (Th1, 275-277) or Bhadda (Th1, 473-479) and Udāyī (Th1, 689-704) have any connection with Bhadrāvudha and Udaya. The degree of improbability is less in the case of Kappa of Th1, 567-576, though no direct evidence is forthcoming.

On the other hand, it is quite probable that Mogharāja of Th1, 207-208 is the same as Mogharāja in Sn. In fact he is the most frequently mentioned person out of all these sixteen *māṇavas*. It has already been stated that he is mentioned twice in the Apadāna (I, 87, II, 486) and once in the Theragāthā (Th1, 207-208). Saṃyutta, I, 23 contains two stanzas, one by Mogharāja and the other the Buddha's reply, which are not found either in Sn. or Th1. It may have been quite probable that the original Mogharāja-pucchā was longer than what is now handed down in Sn. It is also probable that the Saṃyutta quotes from another recension of the Mogharāja-pucchā which is now lost. The quotation found at Milp. 412 of a saying by Mogharāja cannot be traced either in Sn. or Th1. It is probable that the source from which it was taken was known to the author of Milp. and was subsequently lost. The nature of these passages does not permit the inference that they belonged to another Mogharāja. This corroborates what has already been noticed in the case of the two Apadāna stories.

It is not proposed to give an analysis of the linguistic data. The few remarks made earlier show to some extent the antiquity of these poems. All

the evidence from external sources points to the fact that Mogharāja was a prominent member of the community. The evidence from Saṃyutta and Milp. does not help to establish the anteriority of the poem in Sn. to those respective works. It is quite probable that Sn. preserves only a fragment of a longer dialogue; and that Saṃyutta and Sn. are complementary to each other in this respect.

N. A. JAYAWICKRAMA

Were there Two Elders by the Name of Chappada?

CHAPPADA was a Burmese Elder who wrote several works in Pali, the well-known among which are the *Saṅkhepavaṇṇanā* on the Abhidhammatthasaṅgaha and the *Suttaniddesa* on Kaccāyana's grammar. As he lived in Ceylon for some years he was known to both the communities of monks, in Ceylon and in Burma. Dr. Malalasekara, in his *Pali Literature of Ceylon*, has written about this Elder as follows¹: "It was about this time, somewhere about the beginning of Parākrama's regime in A.D. 1165, that the Elder Uttarājīva left Pagan to visit the celebrated Mahāvihāra, taking with him, as we saw, a copy of Aggavaṁsa's great work, the Pali Grammar, Saddanīti. Uttarājīva was accompanied by his pupil, the novice Chapaṭa², known in religion as Saddhammajotipala, whose fame surpassed, for a time, even that of Aggavaṁsa. He received the *upasampadā* from the Saṅgha in Ceylon, and lived with them several years, studiously learning the Dhamma as handed down in the Mahāvihāra, and perhaps mastering many texts which were as yet unknown in Burma. He was a man of great skill and ability, and his stay in the sacred island was of great importance to the literary history of Burma". He adds (page 197): "Chapaṭa was the author of several works, eight in all, according to the *Gandha-vaṁsa*, only one of which was written in Ceylon, the *Saṅkhepavaṇṇanā*, a commentary on the *Abhidhammatthasaṅgaha* . . .".

The original statement about Chappada is found in the Kalyāṇī Inscriptions³ of Dhammaceti, 1476 A.D., where it is stated as follows: "One hundred and seven years after this event, or in the year 526, Sakkarāj⁴, King Srisaṅghabodhi-Parakkamabāhu purified the religion of Laṅkāḍīpa. Six years after the latter event, or in the year 532, Sakkarāj, Uttarājīvamahāthera, the Preceptor of the King of Pugāma, with the object of worshipping at the shrines

1. P. 196. Ch. X.

2. This is not his personal name, but that of his birth-place. Most of the Burmese Elders are known by the name of their birth-place or of the monastery in which they live. For instance, the famous Elder Jāgara, who visited Ceylon at about A.D. 1878, was known to the Burmese as "Shwejin Shayādaw", i.e. "the Great Teacher of Shwejin": The Ven. Vajirārāma, who brought here a gem-studded golden casket for the Tooth Relic, in about 1896 A.D., was called so because of the monastery built for him by the chief queen, Vajirakkhandha-devī, of Mindun Min.

3. Edited and translated into English by Taw Sein-ko, (as the title page of my copy is torn I am not able to state the year in which it was printed).

4. A.D. 1164.

in Laṅkāḍīpa, set out for Kusimanagara⁵, saying to himself: "I shall embark in a ship with a great many priests". Who was this Uttarājīvamahāthera? He was a native of Rāmaññadesa⁶, and was a pupil of Ariyavaṁśa-thera . . . On arrival at Kusimanagara, Uttarājīvamahāthera embarked in a ship, accompanied by many other priests and by a *sāmaṇera*, whose age was fully 20 years. Who was this *sāmaṇera*? Why was he called Chappaṭasāmaṇera? His parents were natives of Kusimaratt̐ha, while he himself was a pupil of Uttarājīvamahāthera. He was called Chappaṭasāmaṇera, because his parents were natives of a village called Chappaṭa, in Kusimaratt̐ha".

"Uttarājīvamahāthera embarked in a ship and set out for Laṅkāḍīpa. On his arrival there, the mahātheras, residing in Laṅkāḍīpa, came together in a body and accorded him a meet reception. As they were well disposed towards him they said: "We are the spiritual successors of Mahāmahinda-thera, who established the Religion in Laṅkāḍīpa, while you and the other priests in your company are the spiritual successors of the two mahātheras, called Soṇa and Uttara who established the Religion in Suvannabhūmi. Let us all, therefore, perform together the ceremonies incumbent upon the Order'. Having spoken thus, they performed the *upāsampadā* ordination of Chappaṭa, the twenty-year old *sāmaṇera*".

"After this, Uttarājīvamahāthera, having accomplished the object of his visit, namely, the worshipping, etc., at the shrines in Laṅkāḍīpa, made preparations to return to Pugāma. Then the priest Chappaṭa thought thus: 'If I were to return home with Uttarājīvamahāthera, owing to the impediments caused by my relatives, I should not be able to enjoy that peace and quiet which are conclusive to the study of the Tipiṭaka together with its commentaries. It is, perhaps advisable, therefore, that I should, with the permission of the mahāthera, remain in Laṅkāḍīpa, and return home only after I have mastered the Tipiṭaka together with its commentaries'. Accordingly, Chappaṭa asked permission from Uttarājīvamahāthera and remained behind in Laṅkāḍīpa. Uttarājīvamahāthera, accompanied by his large company of priests, embarked in a ship, and returned to Kusimanagara. Thence he proceeded to Pugāma, and took up his residence there".

"Meanwhile, the priest Chappaṭa by dint of hard study, had acquired a knowledge of the Tipiṭaka together with its commentaries; and, as he has completed his tenth year in orders, he acquired the designation of therā. Being now desirous of returning to Pugāma he reflected thus: 'If I were to return home alone, and if, in the event of the death of Uttarājīvamahāthera, I did not wish to associate with the priests of Pugāma in the performance of ecclesiastical ceremonies, how could I, in the absence of a *pañcavaggagāṇa*,

5. Modern Bassein.

6. Lower Burma.

WERE THERE TWO ELDERS BY THE NAME OF CHAPPADA ?

perform such functions separately ? It is, perhaps, proper, therefore, that I should return home in the company of four other priests, who are well-versed in the Tipiṭaka '. After reflecting thus, he appointed Sīvalithera, a native of Tāmalitti, Tāmalindathera, the son of the Rāja of Kamboja, Ānandatthera, a native of Kañcipura, and Rāhulathera, a native of Laṅkāḍīpa, to accompany him, and embarking in a ship, returned to his native country. These five mahātheras were well-versed in the Tipiṭaka, and were learned and able, and among them, Rāhulathera was the ablest and the most learned ”.

“ On the arrival of these five mahātheras at Kusimanagara, the time for journeying on to Pugāma was unseasonable, because of the approaching *vassa*, and they, accordingly, observed their *vassa* at Kusimanagara. The site and walls of the monastery, where they spent the *vassa*, may be seen to this day, on the south side of Kusimanagara. At the conclusion of the *vassa*, Chappaṭamahāthera celebrated the *pavāraṇā*, and set out for Pugāma, accompanied by the four theras. Meanwhile, a few days before the arrival of Chappaṭamahāthera, Uttarājīvamahāthera had died ”.

This inscription, although it gives a lengthy description about Chappada's activities, does not mention any work written by him. The Elder, who was the author of several works, has clearly stated that he lived not during the reign of Parākramabāhu the Great, but during the reign of Parākramabāhu VI, whose capital was Kotte. Now let us quote his own statement from the colophon of the Saṅkhepavaṇṇanā :—

1. “ Puṇṇe dase navanavutiguṇe ca vasse
vasse saḥassagaṇane Jinanibbutimhā
iddhārimaddanapurā vara-Tambapaṇṇim
patvāna yo Siriparakkamabāhubhūpaṃ
2. Nissāya sāsanaṃ malaṃ suvisodhayitvā
bhikkhūhi ciṇṇavinayehi susaṇṇatehi
bandhāpayī puravare Jayavaḍḍhanavhe
sīmaṃ vipattirahitaṃ vinayanurūpaṃ,
3. Sikkhāpayī yatigaṇe vinayābhidhamme
paññāvadātahadayo sadayo janānaṃ
appicchatā-viriya-sīla-guṇappasattho
saddhādhano sakalasissa-jaṇānukampī,
4. Sabbatthayutta-piṭakattaya-pāradassī
so Chappadavhayasuto yati rājakanto
nānānayaṃ paramasaṅgahavaṇṇan 'emaṃ
saṅkhepato viracayī munisāsanatthaṃ ”.

“ The Elder who came from the prosperous city of Arimaddana to the noble island of Tambapaṇṇi, in the year 1990 after the demise of the Buddha, purified the sāsana with the help of the King Parakkamabāhu, and caused a sīma to be consecrated, according to the vinaya rules and avoiding all unlawful

acts, in the city of Jayavaḍḍhana, by the monks who had a thorough knowledge in vinaya-ceremonies and who had well subdued their senses,

That Elder, known by the name of Chappada, who was dear to the king, and well-versed in the three piṭakas which have many-sided meanings, having a heart cleansed by wisdom, kind to the people, of few desires, laudable for his virtue and perseverance, having devotion as his own wealth, with compassion on the pupils, taught Vinaya and Abhidhamma to many monks.

The same Elder compiled this concise but descriptive commentary on the Abhidhammatthasaṅgaha, for the welfare of the religion of the Buddha ”.

Here the author says that he taught *dhamma* and *vinaya* to the monks of Laṅkā, but does not state that he learnt anything from the Ceylonese monks.

There was no Jayavaḍḍhanapura other than that of Kotte in Ceylon. So it is very clear that this Chappada, the author of some works, visited Ceylon during the reign of Parākramabāhu VI of Kotte.

His personal name, Saddhammajotipāla, is found in two places at the end of the Saṅkhepavaṇṇanā :—“ Arimaddana-nagara-gocaragāmakena . . . Laṅkādiṭṭha-paradīpavāsīnaṃ sotujanānaṃ pariyattim pariyāpuṇantena, Chappado ti visutena . . . tipiṭakadhara-garūhi gahita-Saddhammajotipālo ti nāma vha-yena therena katā Abhidhammatthasaṅgaha-saṅkhepavaṇṇanā niṭṭhitā ”. “ The concise commentary on the *Abhidhammatthasaṅgaha*, compiled by the Elder, who was named ‘Saddhammajotipāla’ by the Great Elders who were erudite in the three Piṭakas, and who was well-known by the name of ‘Chappada’, whose subsisting sphere was the city of Arimaddana, and who has taught *dhamma* to many students of Ceylon and of other countries, has now come to an end ”.

The second place where his name appears is the last line of the colophon : “ *Iti Saddhammajotipālatherena racitā Saṅkhepavaṇṇanā niṭṭhitā* ”.

There is no evidence to prove that the former Chappada had this name of Saddhammajotipāla. The author of the *Sīmālaṅkārasaṅgaha* was Mahāsāmi Vācissara, who was a pupil of Sāriputta, Saṅgharāja, and was the librarian of Parākramabāhu I. He himself wrote a commentary on his own work. Afterwards, the Elder Chappada, the second, wrote a new commentary on the *Sīmālaṅkārasaṅgaha*, in which he states :

“ Sabbatthayutta-piṭakattaya-pāradassī
so Chappadavhayasuto yatirājaputto
Sīmāyalaṅkaraṇasaṅgahavaṇṇan’emaṃ
saṅkhepato viracayī munisāsanattham ”.

This Elder should have lived in a period considerably posterior to the time of Parākramabāhu I and Vācissara, to write a new *ṭīkā*, while there was a *ṭīkā* by the author of the text himself.

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The *Saṅkhepavaṇṇanā* was compiled at the request of a person called Mahāvijayabāhu. This person, the author says, was well-known in this island like the full-moon in the spring :

“ Āgatāgamasatthena cando va saradambare
pākaṭen’idha dīpamhi Mahāvijayabāhunā
Ukkuṭikaṃ nisīditvā sāsanaṭṭhābhikaṅkhinā
yācito’haṃ karissāmi Saṅkhepapada-vaṇṇanam”.

“ Being requested, seated in a respectful posture, by Mahāvijayabāhu, who is learned in religions and sciences, who is well-known in this island like the full-moon in the spring, who wishes the welfare of the Buddha’s religion, I will compile this Saṅkhepapadavaṇṇanā ”.

Who was this well-known person Vijayabāhu ? There was no such layman at the time of Parākrama VI. The only person whose learning could have gained such fame at that time was the Principal of Mahāvijayabāhu Pariveṇa, i.e. the Elder Rāhula, who afterwards became Saṅgharāja. It was then customary to call the principal of an institution by its very name.

I have already discussed Chappada’s date in my work entitled *Theravādī-Bauddhācāryayo* published in Sinhalese. Since then I have come across an article, written by Mr. S. Z. Aung, B.A., on the “ Abhidhamma Literature in Burma ”, published in the Journal of the Pali Text Society 1910-1912 in which the matter had been discussed. There he says : “ The Saṅkhepavaṇṇanā, by Chapada, is the third ṭīkā on the Compendium⁷. This author is believed to have visited Ceylon in *Anno Buddhi*, 1714 (sakkarāj 532 or A.D. 1170). In his introductory verse, he describes himself as one who had been to Ceylon three times⁸. He says he wrote it at the request of Mahāvijayabāhu, who was ‘ conspicuous in the Island, even as the moon in the sky of ‘ sarada ’ or autumnal season, by the royal arms which had been and would be attained ’⁹. He refers to the existence of the earlier ṭīkāś on the Compendium, and compares the Tikāgyaw¹⁰ to the ‘ moon which cannot shine within bamboos, etc. ’ and his own work to the ‘ fire-fly which can ’. This pretty simile will give the reader an idea of the scope of the work in question. In the conclusion of the

7. That is Compendium of Philosophy or *Abhidhammatthasaṅgaha*.

8. This is not so. Mr. Aung has misunderstood the first two lines of the introductory gāthās. *Tikkhattuṃ patta-Laṅko yo, patitṭhapesi sāsanaṃ* does not refer to the author but to the Buddha whose name is mentioned in the (3rd) next line : *vanditvā Lokanāthaṃ taṃ*.

9. Here again he has mistranslated some lines. I do not see any passage there giving such a meaning. Perhaps, he has taken *sāsana*, in *sāsasatthābhikāṅkhinā*, to mean ‘ governing ’.

10. The Burmese name for Abhidhammattha-vibhāvīnī ṭīkā of Sumaṅgala Mahā-sāmi.

work, the year A.B. 1990¹¹ is mentioned. The author of the *Sāsanālaṅkāra*¹² draws attention to the discrepancy between this date and that given in the *Kalyāṇī* Inscriptions”.

In his *Pali Literature and Language*¹³, Professor Geiger states: “*Saddhammajotipāla* or *Chappada* belongs to the circle of *Sāriputta*’s disciples. He was a native of Burma, but he received his education in Ceylon, where he stayed from 1170 to 1180 according to tradition. Of his works the following belong to the sphere of *Vinaya*: (a) *Vinayasamūṭṭhānadīpanī*, (b) *Pāṭimokkhaṇṇasodhanī*, (c) *Vinayagūḷhatthadīpanī*, in which the difficult passages of the *Vinaya* have been discussed, as well as (d) *Sīmālaṅkārasaṅgaha-Tīkā*. To the *Abhidhamma* belong: (e) *Mātikatthadīpanī*, (f) *Paṭṭhānagaṇanānaya*, (g) *Nāmacārādīpa*, as well as his best-known work (h) *Abhidhammatthasaṅgaha-saṅkhepaṭīkā*, a commentary on the work of *Anuruddha* mentioned in 26.7. Finally there is still to mention (i) *Gandhasāra*, apparently an anthology of sacred texts”.

Neither Professor Geiger nor Dr. Malalasekara seems to have read any works of this later *Chappada*. If they had done so, they would have been surprised to find the name of *Jayavaddhanapura* mentioned in his works. There was no ‘*Jayavaddhanapura*’ in Ceylon before the reign of *Parākrama VI*. This author never mentions the name of *Uttarājīva* as his preceptor, who was an eminent person and the tutor of the King of *Arimaddana*; and he does not say that he has learnt anything from the Elders of Ceylon. So this second *Chappada* must be a different person from the one mentioned in the *Kalyāṇī* Inscriptions. Perhaps, the statement in the inscription might have erred by taking *Parākrama VI* to be *Parākrama I*. It has appended the title ‘*Sirisāṅghabodhi*’ to this monarch, which, I believe, was never attached to the name of *Parākrama I*, but to that of *Parākrama VI*. Anyhow, Geiger’s statement that “*Saddhammajotipāla* or *Chappada* belongs to the *Sāriputta*’s disciples” becomes untenable.

There is no evidence to show that *Uttarājīva*’s pupil, *Chappada*, had the name of ‘*Saddhammajotipāla*’, or that he had written any work in Pali.

The *Kalyāṇī* Inscription has given the name of the Burmese king who was ruling when the former *Chappada*, with his companions, arrived at *Arimaddana*: “At that time¹⁴, a king, called *Narapati-jayasūra*, was ruling in *Pugāma*. He conceived a feeling of great esteem and reverence for the five

11. *Dase navaṇavutiguṇe* and *vasse sahaṣṣagaṇane* are the words of the author, which show the date. I tried to understand this number in every possible way, and found no other way than to multiply 99 by 10 and to add one thousand to it. I am very glad to see that Mr. Aung also has arrived at the same conclusion.

12. An historical sketch of Buddhism in Burma, written in 1831.

13. English translation by Dr. Batakriṣṇa Ghosh, published by the University of Calcutta, 1943.

14. “This yields the date 1181 A.D.” says the translator.

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mahātheras", are words that occur there. Again, it carefully records the date of the demise of Ānandathera, who had survived all other companions of Chappada: "Two of these mahātheras, namely, Sīvalimahāthera and Tāmalindamahāthera, passed away according to their deeds after maintaining the Religion in splendour to the end of their lives; and Ānandathera, after spending fifty-four rainy seasons in maintaining the Religion in splendour in Pugāma, also passed away according to his deeds in the year 607 Sakkaraj"¹⁵.

If these statements are taken as true, we cannot say that this Chappada who was Uttarājīva's pupil, and the Elder Chappada, who was known by the name "Saddhammajotipāla, are one and the same person.

Another noteworthy work by Saddhammajotipāla is the *Visuddhimaggaganṭhi*. Neither Professor Geiger nor Dr. Malalasekara has noticed the existence of this work. But the Piṭakat-samaing¹⁶ and S. Z. Aung have mentioned it. I myself was not aware of this work. When Professor Bapat of Poona recently visited Ceylon, he told me about this work and with my help he obtained a MS. of it written in Burmese characters. Even our museum library does not possess a copy. This MS. is now with me and I am copying it in Sinhalese characters. The opening verses or the colophon of this work do not mention the name of Chappada or anyone else. But it is evident that it was written by a Burmese Elder who had a good knowledge of the Sinhalese tradition. Many stories that were not explained in the Visuddhimagga are explained here. For instance at one place the Visuddhimagga merely says: "*Kuṭumbiyaputta-Tissattherassa sīlaṃ viya*"¹⁷. The Gaṇṭhi relates the story and explains why robbers were inclined to break his legs. Similarly Ambakhādaka-Mahātissa's story, whose name appears on p. 47, Visuddhimagga, is related in the Gaṇṭhi. These facts indicate the great value to be attached to this work.

The *Nāmacārādīpaka* is a poem of 299 verses, which is not yet printed in Ceylon. It was written when Chappada was residing in an ārāma, situated near the shrine named *Tilokanayana-sabbaññudhātu-uphīśacetiya*, to the east of Arimaddana or Pugāma. It contains a colophon similar, in many ways, to that of the *Saṅkhepavannanā*. It is surprising to note that this Elder has never mentioned any name of a contemporary Burmese Ruler in his works. If he has done so, we could easily solve the question of his date.

A. P. BUDDHADATTA

15. 1245 A.D.

16. A Burmese work on Pali Literature, printed at Pye-gyi Mandine Press, Rangoon, 1905.

17. Vol. I, p. 48. P.T.S. edition.

Reviews

The Co-operative Movement in India—Its Relation to a sound National Economy. By E. M. Hough. Oxford University Press. Rs. 15/-.

This book surveys the structure and working of the Co-operative Movement in India and seeks to assess its achievements and potentialities. It is one of the best contributions on the subject of co-operation in India, informative, objective and also constructively critical. Not the least important part of the book is the survey of the general economic background in which the movement works.

Co-operation was introduced into India 50 years ago. But in spite of the greatest measure of encouragement and assistance by the Government, it has not shown any convincing, far less spectacular, results. As the author herself says, 'progress has been incommensurate with the high hopes' originally entertained. Dr. Hough goes thoroughly into the reasons for this and prepares a long list of handicaps and weaknesses of the movement, the chief of which in her opinion are (a) lack of spontaneity and (b) inadequate education in co-operative principles. Sir Horace Plunkett who writes the Introduction to the book seems to put the blame mainly on the Government's excessive paternalism to the movement. The Government has assisted, supervised, directed and coerced the movement too much.

Apart from all these, an important reason apparently is, as we must now acknowledge that co-operation as a form of business organization has certain inherent limitations and can never be expected to revolutionise the economic order. Within limits it can be certainly very useful, but we cannot solve every economic problem co-operatively, as apostles of co-operation generally seem to think. Experience in Ceylon also confirms this. In spite of all the support given by the Government and the public, co-operation has only done well in certain limited fields. The main problem seems to be the problem of efficiency. A co-operative society is intended to be a members' society. The members very often cannot provide the time, the capital or the business skill necessary to run it efficiently. As one of the historians of co-operation, C. R. Fay, has remarked mournfully, 'the class which needs co-operation cannot afford it and the class which can afford it does not need it'.

Compared with the movement in Ceylon, the co-operative movement in India shows two special features. One is that it has developed almost one-sidedly on the credit side. In Ceylon on the other hand non-credit societies dominate. However, this development was forced by the war when almost overnight hundreds of Stores Societies had to be started in order to take over the work of private retail shops which had closed on account of panic. So far, private competition has not been allowed to threaten these Stores seriously. Whether they are natural to the soil and can stand competition on equal terms from private retail shops, still however remains to be seen.

The second feature is that Co-operative Land Mortgage Banks which are still non-existent in Ceylon, have done much to provide long-term credit facilities for agriculturists in India. The experience in India in this respect deserves to be carefully studied by us in Ceylon. The main reasons for the success of the banks in India seem to be (a) Government guarantee of the principal and the interest of debentures which are their chief source of funds and (b) the existence of good public records of titles to land. In Ceylon the Government unwillingness to guarantee its debentures has brought the Negombo Land Mortgage Bank, the only one of its kind in Ceylon to a complete stand-still. However

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even if this guarantee is given, the formidable difficulty about ascertaining if the borrower's title to the property is good, will still remain as long as we have no system of registration of titles to land. It will continue to hamper not only co-operative mortgage banking, but also mortgage banking in general.

B. B. DAS GUPTA

Vanished Trails. By R. L. Spittel. Oxford University Press, 1950. Rs. 8/8/0.

This is, in the author's own words, the record of a remnant of a once aboriginal people by 'the man they ever afterwards called Hura or Brother, who was to befriend them in future years, and bequeath their chronicle to generations to whom the word Vedda will be but a name'. Here is set down as disjointed narrative, personal observation, travel diary and anthropologizer's field book the rough story of two or three generations of two or three families of jungle dwellers. In the tangled mass of materials available here the first twenty-three chapters are the most interesting as well as the lightest going, for they are concerned with the life and exploits of a young man—Poromola—whom the narrator quite obviously looked up to as the finest specimen of the people he describes. So much so that this hunter and mighty Bowman is given a sense of moral rectitude 'rare in one so young'. In this section of the book there are both economy and a continuity which, as the book progresses, lose themselves in the heterogeneousness of the materials to be assimilated.

Here too, in these twenty-three chapters, will be found a much livelier consciousness of one of the novelist's duties: that of keeping all the odd threads of the narrative together, which, it seems to me, the author has necessarily abjured in the general design of work which he styles as an anthropological novel—'the device of presenting social anthropology in the form of a novel that stresses the human interest'. Such a form, which seems both doctrinaire and difficult to specify, would have set up a needless opposition between two elements which scarcely mix. Fortunately the anthropologizing, as anthropologizing, is so much the layman's careful observation that the novelist has the light task of providing the continuity of the events in the life of a single figure to his impressions of life in the backwoods of Ceylon. The author is to be congratulated on the selection of a 'form' which has happily remitted the rigours of both the anthropologist's and the novelist's profession.

He is at his happiest, however, in all those places where the possibility of a strong fictional interest gives both colour and plausibility to his years of familiarity with the jungle. Obviously the author was interested in the people he knew, not as a professional anthropologist, but as friends made in the holidays of a busy surgeon's life, so that if there is any thesis running through the last fourteen chapters of the book it is that of regret at the toll taken by privations, disease and accident of associates he had learned to appreciate.

If it is to the first twenty-three chapters that one returns it is because here the author is most at his ease with his material. In a level prose, adequate to the flat narrative and to the flat character ever so slightly fictionized, he tells the fortunes of Poromola and his friends. No graces of style are called for, there are no fits of passion or straining after effect. One has the effect of hearing a story told by someone whose purpose is to recall its events, not to suggest its background or to re-enact its 'drama'.

In Chapter 35 reference is made to an Appendix which has been omitted. Presumably this was a plan for settling in 'Veddas' in some colony. Of the reasonableness of

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such schemes the author's comments on the condition of those who had settled in a Sinhalese chena are sufficient testimony : ' I had never seen the Veddas so well fed and contented as now '. The differences between these people whom one could scarcely describe any longer as Veddas, and all those snatching a precarious living from nature in the jungle of the dry zone, are so small that the problem of both is one and the same problem.

E. F. C. L.

An Historical Atlas of the Indian Peninsula. By C. Collin Davies. Oxford University Press, 1949. Rs. 3/8.

' Twenty-five years of teaching and lecturing on Indian History ', says Mr. Davies in his Introduction to this admirable Historical Atlas, ' have impressed upon the author the importance of an adequate atlas for the understanding of Indian historical problems. Nothing tends to make a map more confusing than a multiplicity of names and the insertion of unnecessary detail. Care has therefore been taken to include only those names which are likely to be useful to the student of a particular period or problem '. These objectives have been steadily kept in view in the preparation of the forty-seven maps which make up the atlas, and together with the map of the Indian Union and Pakistan on page iii of the cover bring the story quite up-to-date, and provide the student with an excellent aid book. The letter-press accompanying the maps lays stress on the salient features of the history of the period covered by each map and provides a small bibliography. Stress is laid on the fact that a strongly centralized government was not achieved until the development of communications after 1857 (pages 3, and 34) and it is said : ' one of the most important lessons of Indian history is that a united India was impossible ' before the nineteenth century. True enough in the sphere of government, the statement is apt to mislead the reader into under-rating the numerous and persistent factors that made for the cultural unity of the whole peninsula from the earliest times. The maps follow generally the best authorities available for each period and they are calculated to give a fairly correct general idea of the changes in the political formations from time to time, though minute scrutiny by specialists may reveal minor features with which they do not find themselves in agreement. But that will be the case with any general historical atlas, and we should remember that Indian history is still a young subject of study in its formative stages. The last ten maps or so are devoted to the elucidation of seasonal, linguistic, economic and religious factors that have shaped the course of India's history. Junargadh (twice on p. 14) is a mistake for Junagadh and Jaipur on p. 66 for Jaitpur.

K. A. NILAKANTA SASTRI

Social Insurance for Industrial Workers in India. By S. D. Punecker. Oxford University Press. Rs. 10/-.

This book is divided into two parts. In the first part Dr. Punecker surveys the conventions and recommendations on social insurance adopted by the International Labour Conference, the International Labour Organization and other international bodies and also narrates how far these internationally accepted standards have been implemented in India. The second part is devoted to a special examination of the Employees' State Insurance Act passed in 1948. This Act may be regarded as the first step towards the adoption of a unified all-in social insurance scheme in India. In the past, whatever measures of social security were adopted, were adopted piece-meal, without aiming at a comprehensive unified system. Dr. Punecker emphasises rightly the need for unification.

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The modern trend in social insurance legislation all over the world is also towards such all-in schemes. The new Act in India provides, it is true, only for insurance against three risks, namely, sickness, child-birth, and employment injury. The two major risks of old age and unemployment are not included in it. It also deals with only a limited sector of the employed population of the country. But as a beginning for co-ordination and unification, it is full of promise. Dr. Punecker discusses how it can be expanded and developed into an all-embracing social security scheme.

The book is a very useful contribution to the literature on social insurance. It does not pretend to discuss all questions involved in social security planning. Some of these questions, such as, for instance, (a) what maximum level of security the country can provide without reducing its productive efficiency, (b) how schemes should be financed, whether by social insurance or by social assistance and (c) what premiums would actuarially cover risks in insurance schemes, are not at all easy to answer. However, within the scope set, Dr. Punecker has discharged his task well. He has given us a highly readable account of the progress and problems of social insurance in India.

B. B. DAS GUPTA

Literary Criticism in Sanskrit and English. By Prof. D. S. Sarma. The Kuppuswami Sastri Research Institute, Sanskrit College, Mylapore, Madras, 1950.

Few scholars have taken to the study of literary criticism in Sanskrit so earnestly as to raise it to the level of an important and essential branch of Indological research. This is due not to the dearth of valuable material in Sanskrit poetical theory, admitting of critical analysis, but is perhaps based on the misconception that Sanskrit literary critics have hardly anything worthwhile to offer in the field of criticism, unlike European critics. Professor Sarma is therefore to be commended for bringing out this pamphlet (based on a paper read at the Research Institute) which attempts to outline, briefly, the contrasting standards of criticism of the Classical and Romantic schools of English Literature with a view to discover a parallel trend of development in the *alaṅkāra* and *dhvani* schools of literary criticism in Sanskrit.

The parallelism is, no doubt, striking, but one wonders whether his method of quoting from English poets and critics of the relevant periods and following up with parallel quotations from Ānandavardhana and other Sanskrit critics is a satisfactory way of handling a problem of this nature. To take a case in point, the discussion on 'the supremacy of imagination and emotion in poetry' (pp. 12-14) does not go into the connotations of the terms, as used in the respective literatures, and elucidate the problems involved, but, instead, quotations from Daṇḍin and Ānandavardhana alluding to the necessity of these factors are merely listed after the statement that the Romantic school in English literature had a similar view on the matter. Towards the end of the pamphlet Professor Sarma takes us on to the more transcendental levels of the *rasa* theory making a metaphysic of *rasa* in the manner of the Upaniṣads and some of the mystic-minded theorists of Sanskrit poetics (who equate it to *Brahmāsvāda*, p. 22). The use of such arguments does not make for a clear and persuasive understanding of a poetical concept so intricate as 'the power of suggestion in poetry' (*dhvani*).

Lastly, a word on the interpretation of two terms in Sanskrit poetics. The writer correctly emphasises that the designation, *alaṅkāraśāstra*, commonly applied to Sanskrit poetics is too narrow to signify the many aspects of literary criticism dealt with in Sanskrit, and that 'rasa' should not be rendered as 'sentiment' in English, for besides having a 'debased sense, as we see from the adjective, "sentimental"' it cannot adequately convey the variety and richness of the emotional content of the Sanskrit term.

J.T.

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The Basis of Political Philosophy. By Krishna P. Mukerji. Theosophical Publishing House, Adyar. Re. 1/-.

While there is much common sense and sanity in the author's criticism of the various systems of political philosophy and many valuable and indeed admirable suggestions thrown out here and there, one regrets the lack of a clear and consistent synthesis of the author's views of a 'true' political philosophy.

One gets the impression that the author is out to construct a sound political philosophy on the basis of 'freedom' but the promise is never kept. This is not surprising as freedom is a *mode* of action not the end or purpose of action, and while freedom has to be safeguarded as the only mode of action worthy of a human being the *basis* of political philosophy has to be found in the ends or purposes of political association. Suggestions for this are certainly not lacking in the author's lectures but the nostalgia for 'freedom' has tended to confuse the issues, and render the search for a basis of political obligation rather abortive.

S. I. P.

OTHER BOOKS RECEIVED

Sinhala Vyavaharaya (Sinhalese in Practice). By D. F. E. Panagoda and K. G. Perera. The Associated Newspapers Ltd. Price -/60, -/80, Re. 1/-, Re. 1/25 and Re. 1/50.

This is a series of five books to be used in Standards I to V. Each book contains a series of graded exercises which would make the pupils think and help to train them to express themselves well in grammatical Sinhalese.