While deciding cases, a judge ought to give due consideration to the prevailing customs and usages, use his power of reasoning and draw his conclusion logically after proper discussion or else he will be sinning. 'Rinadans' are the people belonging to three categories, borrowers, lenders and those who cannot borrow or be lent. Women, boys or servants should not be lent anything, but if any one still wants to lend something to any of them, he should do so only after having received something of value in pawn, or against a personal surety. But having lent anything to any one of them (boys, women, servants) the lender shall not put pressure on his/her children (for re-payment). The lender should lend after a loan deed has been written and signed by (both the parties and) the witnesses, or after having something of value in pawn, or after somebody else has stood surety (for the repayment). If the money is lent on mortgages the interest on every "Karshapan" for a month shall have to be paid 4 'gandas' by a Brahman, 6 'gandas' by a Kshatriya, 8 'gandas' by a 'Vaishya' and 10 'gandas' by a Sudra. The interest on a 'Karshapan' for a month be 4 & 1/4 gandas, 6 & 3/4 gandas, 9 gandas and 11 gandas if the borrower is a Brahman, a Kshatriya, a Vaishya or a Sudra respectively when the loan is issued against a personal surety. When the loan is without a personal surety or without anything being given in pawn, a Brahman shall pay 6 & 1/2 gandas, a Kshatriya 9 gandas, & a Vaishya 13 gandas and a Sudra 16 gandas and a borrower of the lowest caste 19 gandas as interest for every month on every
'Karshapan'. There are other credit systems and they are many. We shall describe one by one what "Kayeaka", "Kalika", "chakrabriddhi", "Karitabridhi", and "Shikhabriddhi" are. What is paid for the hire of cows, oxen and horses etc. is called 'Kayeaka'. The interest which is calculated at the end of every month is called Kalika. When the principal has already been returned, a loan deed may be prepared and signed after having calculated the interest accruing on the unpaid interest on the original principal and such interest (i.e. interest on interest) is called "Chakrabriddhi". When a pecuniary exigency compels one to borrow money at an exorbitantly high rate of interest, the interest is called 'karita'. This kind of loan has to be taken from a wealthy man. But if the borrower is forced by the wealthy lender to agree to pay 'karita', the borrower need not pay it, but shall pay interest at the rate laid down for his caste. The interest accruing at the end of each day is called shikhabriddhi. What is paid for the services rendered by borrowed (or hired) servants and for the fruit and crops grown on immovable property (land) is called "labh". The interest which can be charged and realised till the repayment of the principal shall not total up to an amount larger than the principal. An interest-free loan is called "Akritabridhi". It means that interest at the caste-based rate on the money or the value of a thing deposited or allowed, out of love, to lie with somebody (by somebody else) shall begin to accrue three months after a demand for the payment of interest is made. But no interest accrues if no demand is made. If the
depository runs away when he is asked to return the money or the good of value deposited, the aforesaid interest shall begin to accrue three months after. If the person with whom an amount of money or a thing of value has been allowed to be lying out of love, runs away when he is asked to return it, a monthly interest which shall began to accrue three months after, shall be 6 gandas, 8 & ½ gandas, 12 & ¼ gandas and 16 gandas, if the fleeing depository is a Bra'man, Kshatriya, Vaishya or a Sudra respectively. Interest on money or the value of a thing lent secretly, on already due unpaid interest, on unpaid price of the good purchased and the prices paid of the goods (not yet received) accrues at the rate of 6.8.12 or 16 & ¼ gandas, depending on the interest payer's caste. But this kind of interest begins to accrue three months after a demand is made for it. If a man buys something on credit at a market place and goes to some other place (before paying the price) without (the seller's) permission or if an amount of money or a thing of value is lent secretly, the interest (on the money or the value of the thing) begins to accrue six months after in the same way as said earlier.

The borrowed money or thing may be kept at the disposal of some other person(s) (a third party) if the lender does not accept the return of the loan, when offered. But no interest accrues on it. No more interest can be charged on the value of gems, pearls, and corals after the interest has totalled upto twice the value of the thing borrowed. (If interest is still demanded) it will be allowed to be charged but any amount of interest will be now for twice the period
(for which it would be before). Interest on the value of silver, woolen cloth, silken cloth and fruit is double the principal for every year. Besides, interest for one year on the value of (cotton) cloth and metals like copper etc. is thrice the value of the principal and the interest on the value of the agricultural produce (grains) other than (rice) paddy and sheared wool is 4 times the value of the principal, accruing after demand for payment of interest has been made. The interest on the value of the pot herbs is 5 times the principal, on the value of seed paddy and sugar-cane is 6 times the principal, and on the value of salt, oil and liquor 8 times the principal. (Whether there has been any decrease, increase or two fold increase in their prices since the time of borrowing has to be estimated after inquiring what their prices were at the time of borrowing and if there has been a sharp fall in their prices at or by the time of returning the loan, the interest will be twice, thrice, 4 times or 5 times the principal. Orders are issued on these questions (by proper authorities) after taking into consideration whether changes in prices are for short or for long periods, and this is done in accordance with established practice of the country. Interest, though not promised to be paid, begins to accrue automatically on what is lent friendly free of interest if it is not returned in six months after the return of the loan has been asked for. Interest will have accrued within one year in the same way on the loan which the borrower
does not return taking recourse to false pretentions. But it begins to accrue after the end of the year if it is not returned for a (genuine) cause, that also after it has been demanded. No interest can be charged on the value of the thing given to be sold, on unpaid wages for work done, on loans forced upon the borrower (by the lender), on what somebody has been misled into borrowing (by the lender) and on gambling debts. But interest begins to accrue in three months on them if the debtor, pressed (by the creditor's for clearing the debt) leaves the place without the creditor's permission or telling him when he would repay. On wealth belonging to a woman, spent on the authority of having intimate cordial relationship with her, on what is given for keeping secretly, on interest and on what is given to someone only to be given to someone else (suspected that he may once deny the fact) on the thing kept in pawn and on the debts inherited by the debtor's son, no interest shall be charged. Interest begins to accrue on a woman's wealth taken away from her by using false pretentions. Any thing belonging to and forcibly taken from a woman has to be returned with interest. Moreover king will punish (such offender). If anything belonging to a rich man is taken and eaten only that should be returned. If one brother mortgages something secretly and then dies or goes abroad another brother can get the mortgaged thing back by returning the loan without interest. No interest shall accrue on what is given for religious purposes. No interest shall be due on what is taken in excess (of what is said or agreed to be taken) deceivingly
after the interest has totalled up to the value of the excess amount. The creditor shall get no interest if he bullies the debtor. If the prices of borrowed paddy, oil, liquor, ghee, molasses and salt became much too less than they were at the time of borrowing, interest will be 5 times the value of rice, 8 times the value of other edibles. No interest accrues on leaves, wood, yarns, (threads) root, grass (straw) hides, cloth, flowers and fruit if the payment of interest was not agreed to at the time of borrowing.

2. One should know what are the things that can be put in pledge and also the manners in which they have to be pledged; loans against what pledges shall carry interest and those against what pledges shall not. If the same thing is put in pledge to two or three parties which of the creditors shall become the possessor of the pledge shall be decided in accordance with the orders passed on 1 Falgoon in the year 1738 of Saka Era by Sreejukta Hedambeswar Liar Nripendra Bahadur in the language of gods and in the languages of the humans and while issuing them he followed the principles laid down in the "Bibad Darpan".

If having received payment for it, somebody gives the use of his house, boat or cart to somebody else for a fixed period, the latter cannot keep it with him beyond the end of that fixed period. If the use of such a thing is given to the creditor instead of paying interest in cash, this thing can not be taken back without returning the principal. The
same rule applies to servants and lands put in pledge. But what should be paid for services received from them has to be determined in accordance with the established practice of the country. Whatever is taken in pledge should be taken with debtor's permission. If the pledge is harmed or damaged owing to the creditor's fault, he shall have no profit. The creditor shall be paid interest at half the normal rate on a loan he issued against pledged valuables like gold etc. If having taken a servant in pledge, the creditor makes the servant work for him, he has to pay a half of his (the servant's) wages. The creditor shall be paid no interest if he uses the gold etc. given to him in pledge (by the debtor) without the debtor's permission. Loans against the pledged things secretly used by the creditor carry no interest. No interest accrues on the loan issued against such useful pledge as cows. Loans against pledged servants, cows, boats, horses or carts which become useless owing to the creditors fault carry no interest. If what is pledged is lost for which neither divine forces nor the royal fury can be held responsible the loss shall affect (the return of) the principal. What is paid (in advance) for the services to be rendered by servants etc. shall not be charged interest on if and when services of equal value have already been rendered. If a very valuable article is kept in pledge and a small loan issued, and the valuable thing is destroyed or damaged owing to the lender's fault, the lender must pay the borrower what
its price minus the principal and interest is equal to. If it
is destroyed or damaged as a result of royal or divine fury,
something else should be put in pledge or the loan returned.

If a borrower secured a loan by promising to put a
thing of value in pledge on a promised future day but failed
to keep his word, he shall put another thing of value in its
place or return the loan with interest. If any one pledges a
piece of land (under his occupation) covering an area larger
than a cow-hide, thus depriving its owner of his due, king
will have him humiliated in public by getting his head shaven
clean and make him ride on a donkey. If the plot covers an
area smaller than a cow-hide, what punishment the offenders
deserves shall depend on the quality of paddy grows on it i.e.
whether the paddy growing, on it is inferior, medium and
superior quality. If the thing of value has been pledged to
two or three different parties, the person to whom it has been
pledged last, cannot acquire it, but he should get back the
loan with interest from the person who pledged it.

3. We should know which of the buyer or lenders shall
enjoy possession of a land or a thing of value which has been
sold or given in pledge to two or three parties and who
should get the article put in pledge by a person who dies
leaving behind no inheritors; for the settlement of these
questions, Sree sreejuktaKing Hedambeswar Nripendra Bahadur
issued instructions on 1 Falgoon, 1738 of Saka era, in
accordance with the principles laid down in the "Bibad
Darpan" in the languages of gods and the humans. Sale by
the owner is allowed. Sale by
any one other than the owner is not allowed. If the same piece of land was sold to two buyers, if the first buyer has enjoyed 1 years crop, the buyer who bought it after the first buyer shall not be the owner of the plot. He who enjoys the crops becomes the owner. If a man dies after having given a plot of land in pledge to two lenders, the lender who is proved to have (occupied, made use of and) enjoyed benefit from the plot of land, without using force, shall become the owner of the land. If the benefit has been enjoyed (by more than one parties) for equally long periods, the party which first occupied the property shall become its owner. If a person dies leaving no inheritors after pledging a piece of land or a thing of value; the creditor having informed the king of this, shall seek the royal courts consideration of and a decision on the matter turning down ________________ ________________ his opponents' claims, and enabling him to sell the pledged property; and having realised his dues (from his debtor) with interest from the price for which the pledged thing will be sold, he shall deposit the rest into the royal treasury. The borrower who pledges for a fixed period of time, cannot take back sell or make a gift of the pledged thing before the end of the fixed period. This will be discussed in the "Modes of distributions of Justice" (विधान प्रश्न ) chapter.

4. One ought to know that there are four kinds of guarantors. On 1 Falgoon, 1738 of the saka era, king
Hedambeswar Nripendra Bahadur, in accordance with the relevant principles contained in the "Bibad Darpan" specified in the divine and the human languages, what kind of for someone else's presence or appearance a guarantor makes himself responsible, \( \text{at a fixed time before the person the assurance given to) and what guarantor makes himself responsible for giving what someone else promises to give but fails to; they are described below.}

**Guarantors are of four kinds. A surety for appearance** is one who stands surety assuring "If this man absconds I shall find him out and make him appear (before the one the assurance is given). A guarantor of character is one who certifies. This man is honest and will not abscond. A guarantor assuming liability is one who assures. If he fails to give you (what he promises to give), I myself will. A guarantor guaranteeing return is one who assures, "give him (what he needs and wants) and I myself shall requite the debt if he fails to. We shall describe the four kinds of guarantors in details in the passages dealing with" (Different) kinds of judicial examinations" (विचार पकरण).

Cases should be tried impartially. A person who sitting in Judgement fails to try cases, doing justice even-handedly both to the enemies and to the friends, commits sins and harms his own reputation.

5. It should be known that the debtor shall requite the debt. If he is out of reach or not alive the question who should clear the debt shall be settled on the basis of
the decrees issued by King Hedambeswar Mripendra on 1 Falgoon, 1738 of the saka era, in accordance with the principles laid down in "Bibad Darpan", in the divine and the human languages. Debtors shall clear the debts. But if a debtor is absent, bed-ridden with some illness, and/or thus/otherwise unable to clear it, the son managing all the affairs (of the family) shall requite. He shall do it as the son entrusted with the job of managing all the affairs of the family. If the debtor has not left any son the debtor's grandson shall clear the debt incurred by the grand father. If the son or grandson knows nothing about the debt/(claimed to have been) incurred by the father, or grand father respectively, he shall requite the debt if there is a witness to the fact (that it was incurred) but may not repay it, if there is not any witness. A debtor's son living separated from his father's family shall remain responsible for clearing of the debt for twenty years (from the time of incurring the debt), and when this period of twenty years is over, he may not clear the debt, though if he still agrees to clear it out of his love and respect for his father, there is no objection to his making such repayment.

If a person incurs a debt for the maintenance of the wife and the children of his brother living separately from him, the latter shall requite the debt and if he is dead, his son shall clear it. If a debt has been incurred by a person who is now disable blind, deaf or mad, his son shall clear the debt though his father is alive. Again if the debtor is very poor, his debt shall be cleared by his son
even if the latter is living separately from his father. If the son is abroad or not alive, the grand son shall clear the debt. The debt incurred by a man, who is now dead, can be recovered from any one of his sons living in the same family, as his father's. If a debt was run into by a family which had a member who later separated and afterwards died, the man's son shall requite his father's share in the debt. A creditor cannot press the person for requital of a debt incurred by his uncle while living separately from him and his father.

6. One should know when a boy shall requite a debt incurred by his father and when he may not, and also which of the debts he shall not clear. For the settlement of these questions, king Hedambeswar Nripendra Bahadur, in accordance with the principles laid down in "Bibad Darpan" in the divine and the human languages, issued the rules which shall take effect from 1 Falgoon, 1738 of the saka e·a and they are described below. No debts can be recovered from a boy who has not crossed 15 years. Nor can the boy issue a loan. That boy cannot do business with. He cannot recover what his father has lent and requite what the latter borrowed. He is not eligible for entry into business deals. Nor can he manage his own affairs. But when he has crossed 15, he shall be considered able to look after everything concerning his interests.

A debtor's son shall not requite the debt incurred by his father who incurred it by buying liquor or credit by
staking, by promising to donate for a cause not religious by being driven by passion or/and anger into making a promise, by standing surety (or making somebody else stand ?) for appearance (হাজির জামিন ), by guaranteeing (or making somebody else guarantee ?) character (প্রতায় হাজির ) by being punished by the king, by throwing up a challenge (শন করি or declaring a reward?) such as "I will give you this amount of money if you can do it" or by doing something immoral or anti-social which society cannot approve of.

7. One should know who shall requite the debt if and when the debt dies. To settle this question, king Sree Jukta Hedambeswar Nripendra in accordance with the principles laid down in "Bibad Darpan " formed rules in the divine and the human languages and informed them from 1 Falgoon, 1738 of the Saka era. If the borrower dies, the person who takes possession of his property shall requite the debt. If there is no such person, the debtor's son who has attained ability and majority (রমণা ) shall clear the debt. In absence of a son having ability and majority the debtor's wife shall clear the debt. If this is not possible the debtor's son who is in difficulties shall repay the debt. If this is also not possible, the debtor's son who is yet to attain the ability (and experiences) to work hard shall clear the debt. If a debtor is survived by several sons one of whom has earned enough to come into possession of a lots of valuables like gold, and elephants and horses, this wealthy son of the
debtor's shall (alone) requite the debt incurred by his father inspite that there are several other sons. The son of a deceased debtor shall clear the debt which his father incurred even if the debtor's wife has been taken by somebody else (who has made her his wife or concubine). The debt incurred by a person's uncle, nephew, wife, servant, disciple or a man owing loyalty to him shall be requited by that person if the debts were run into for the maintenance of that persons' family or if the man who has borrowed belongs to his family. A father shall clear the debt incurred by his son with the former's permission. But he may not requite it if his son incurred it without his permission. If he still makes the repayment of the loan out of his love for his son, nothing bars him to do so. The debt incurred by a husband (who is still alive) may not be cleared by his wife and a mother may not repay what has been borrowed by her son (still alive). If a woman was accompanied by her husband or her son borrowed anything, what was borrowed shall be returned by her husband or her son respectively. If a dying husband, "you should clear the debt I have incurred," the wife shall requite the debt. If a woman has come into possession of her husband's property because she has no son and is still devoted to her deceased husband, she shall clear the debts incurred by her husband. The debts incurred by the wife intimes of difficulties shall be cleared by the husband. Debts incurred by the wives of washermen, milkmen, hunters and brewers shall he requited by their husbands. The debt
incurred by a poor childless man like a brewer (i.e. any man of the same social stratum) shall be cleared by the person who has re-married his wife, but he need not pay any interest what has been borrowed from a Brahman who is now dead shall be returned to his son and if this lender has died sonless, to his near kinsman; and if there is no kinsman of his, that should be given to his friends; and if there is not any friends, what was borrowed should be given to any other Brahman and, in absence of any Brahman, it should be thrown into water. The king will take possession of what was lent by a Kshatriya who has died leaving no inheritors. But he cannot take possession of what belongs and due, to a Brahman.

8. One should know the ways in which debts should be got cleared by the debtor and also how to deal with debtors not requiting debts. For the settlement of these questions, king Medambeswar Nripendra in accordance with the principles laid down in the "Bibad Darpan" framed rules, in the divine and the human languages, and ordered for their enforcement with effect from 1 Falgoon, 1738 of the saka era, and the rules are described below.

A creditor can press the debtor for repayment by telling him plain facts (অভাবক ব ) by taking hold of and detaining him (খুশুষ ) insisting on immediate clearance) by using false pretence and also by holding out threats. But in case they (detaining etc.) do not yield the desired results, and if the debtor is a brewer or a member of another community of the same stratum, the creditor should take the debtor home, and make the debtor work
for him. If, without taking recourse to detaining etc, the creditor takes the debtor home and makes him do such things as are not worth being done by a person of his calibre or status (caste) the king shall punish him by imposing a fine of fifteen and a half kahan and ten pans, and the debtor too shall become free from the debt-burden without making the requital. If the debtor flees when the principal and interest have together totalled up to an amount double the principal, all the articles found in his home should be brought to the royal court and kept there for ten days, and then the creditor having taken from them articles equal, in value, to his due from the absconding debtor. The creditor shall keep the rest with the debtor's close kinsman. A creditor cannot use force against a debtor failing to requite and if he does, the king shall punish him. But if the debtor willingly requite the debt (without the creditor going to court - this implies that he is no longer legally bound to clear the debt) there is neither any objection to the repayment nor any punishment for the use of force. Preseed by the credit for payment, if a debtor (falsely) claims to have requited the debt and lodges a false complaint with the king (against the creditor), the king shall first punish him and then have the debt cleared. Asked by the creditor to clear the debt, if a debtor says "I will give you what you should justly have from me", the creditor shall not treat him rudely. A creditor shall not behave rudely with a debtor
simply because of his doubt whether the latter has requited the debt or not, [N.B. the doubts arose perhaps because of the general absence of the practice of recording* (*inability to recollect) and also the general inability to calculate properly, leading the creditor to wonder whether a requital has been complete or not] but shall discuss and reach a settlement with the debtor, and get the debt (if yet to be cleared) requited. But if he treats the debtor harshly simply because of his doubt about that the king shall punish him. If the debtor conceals, the fact of his being in debt (concealing from the inheritor(s) of the creditor who is dead or abroad) and afterwards the truth is revealed, the king shall make him pay a fine equal to what the principal and the interest total upto. The king shall punish a creditor with a fine equal to what is falsely claimed by the latter to be his due in a false complaint which he has lodged with the king. If both the creditor and the debtor are proved to be lying, they both shall be punished. If a debtor (when pressed by the creditor) says he did not borrow at all, but later admits, the king shall punish him with a fine of 5 pans if the amount (principal and interest) due to the creditor is equal to six and a quarter kahans. The king shall impose fines at the same rate where smaller and larger amounts of money are concerned. The debtor who from the beginning to the end, keeps denying that he incurred the debts (but proved to have done) shall be punished with a fine of 10 pans if the debt amounts to six and a quarter kahans. The same shall be
the rate of fines in cases where larger or smaller debts are involved. If a debtor incurred a large debt but says that it was much smaller and if there is a witness whose evidence proves the truth, the debtor shall pay the king a fine equal to the creditor's due, and also shall clear the debt. Asked to clear the debt, if the debtor says 'I borrowed nothing from you', but a witness' evidence proves he did, the king or shall punish him with a fine equal to twice what the interest and the principal together amount to. If a very wealthy debtor refuses simply out of his arrogance, to clear the debt, the king shall punish him with a fine equal to twice the creditors' total due, and also get the debt requited.

If a debtor does not admit that he owes the amount to the creditor, the king shall get the truth of the creditor's contention proved by a witness' evidence, and then having himself taken tenth of the debt, shall get the debt requited. If a creditor gets a debt requited by lodging a complaint with the royal court, he shall pay a twentieth of the debt to the royal court, and himself take the rest. If from a creditor the same kinds of things or even different things are borrowed at different times, the lender shall demand the requitals of the debts in the same order of succession as he lent in; but he has to treat the debts incurred by a vedist Brahman and the king as exceptional ones (in this respect). After repaying the creditor a debtor should take back from the creditor the written agreement concerning the debt and tear it up. But if the agreement is
lost and if there is a witness to the borrowing, the debtor, after making this repayment, shall obtain a written receipt from the creditor. If he fails to do this he will have to make repayment again.

9. People should know what kind of depositories they should entrust their moneys and valuables with, for safe custody and what offences are committed when these deposits are mis-appropriated (by depositories), how one can get back or be compensated for the money or the thing left as a deposit in presence of a witness or not in presence of any witness, if it is lost, stolen or destroyed accidentally or as a result of the royal fury; and also how the depositor should make the depository return what was deposited with him if he does not agree to or falsely claims to have returned.

To decide this questions, king Hedambeswar Nripendra, on 1 Falgoon 1738 of the saka era in accordance with the principles laid down in "Bibad Darpan" issued, both in the divine and the human languages, the following guidelines.*

For safe custody one shall entrust only a pious, honest, truthful and high-born person having many sources of income and a large number of friends with their money or valuables. Money and valuables can be given to one for safe custody in two days - in presence or not in presence of a witness. If a depository with whom a deposit was left for safe custody in presence of a witness, denies that he was entrusted with the money or the thing in question, the king shall find the truth out from the evidence of the witness. If the depository
denies that he was entrusted with the money or the thing in question, and the depositor has not any witness to produce, the king shall find out how honest each of that two is, and make them swear oaths (have them sworn in). By misappropriating, destroying or damaging the thing or money one is entrusted with for safe custody, one commits the same sin as committed by a woman who kills her husband and a man who kills his son. It is generally not advisable to accept deposits for safe custody. If a thing deposited with one is damaged or destroyed it harms one's reputation badly. If one accepts such a deposit one should keep it with great care. He shall give the deposited thing or money back to the owner as soon as the latter asks him to. It means he should give it with him. If the depository dies, his son shall return it. The king shall punish the depository who does not return the deposit when asked to. If any one destroys what he has been left with for safe custody, he shall give its owner something else of equal value. If it is lost from his custody, he should give something else of equal value. If the deposited thing is destroyed accidentally (owing to divine fury) something else whose value is three fourths of the destroyed thing should be given to the depositor.