

(1924) 03 CAL CK 0084
In the Calcutta High Court

Sri Sri Gopal Jew Thakur through Narendra Nath Mondal	APPELLANT
Vs	
Radha Binode Mondal and Others	RESPONDENT

Date of Decision : 03-03-1924

Acts Referred:

Citation : AIR 1925 Cal 996

Judgement

1. This appeal arises out of a suit instituted by Sri Sri Iswar Gopal Jew Thakur and Sri Sri Iswar Sambhunath Sib Thakur represented by the Shebait Narendra Nath Mondal for the declaration that the properties in suit (consisting of 33 items) are Debuttar properties of the deities and for other reliefs.
2. The Shebait plaintiff, and the defendants to the suit are all members of the Mondal Family of Bawali. It appears that the ancestors of the Mondals viz., Peary Lall Mondal and Mohni Mohan Mondal established the two Deities mentioned above more than 70 years ago built temples and kept apart some properties for the maintenance of the worship and Seba of the Deities, which are being carried on from their time.
3. A suit was instituted in the year 1919 by two of the members of the Mondal family for framing a scheme of management of the Seba of the Thakurs in which Radha Binode Mondal (the defendant No. 1 in the present suit) denied that the properties were debuttar, and the Court held that the plaintiff in that suit had failed to prove that properties were absolute debuttar, and accordingly dismissed the suit).
4. The titles of the deities having been clouded by the decision of that suit and the defendant No. 1 (whose religious tendencies having taken a different form) having denied the debuttar, the present suit is instituted by Narendra Nath Mondal as representing the Thakurs.
5. The defendant No. 1 Radha Binode Mondal alone contested the suit. He pleaded that the properties were not debuttar and that the decision in the previous suit operated as res judicata. The Court below gave effect to the

defendant's contentions and dismissed the suit. The plaintiff has appealed in this Court.

6. Two questions arise for consideration in this appeal. The first is whether the properties are debuttar, and the second whether the decision in the previous suit operates as res-judicata. We will first deal with the question of debuttar.

7. There is no deed of dedication produced in this case.

[The judgment then dealt with the evidence and proceeded :]

8. Prima facie, therefore, the properties were treated as debuttar, but the Court below relies upon certain conduct of the Shebait as showing that the properties have not been so treated. Reliance is placed by the Court below (and by the respondent before us) mainly upon the fact that certain debuttar properties were partitioned among the shebait, and certain compensation money under the Land Acquisition Act (when some debuttar properties were acquired under the Act) was received by them according to their shares and that these facts together with some others would go to show that the properties have not been treated in such a manner as to give rise to the inference that the properties were absolute debuttar.

9. We will therefore deal with the evidence on the question whether the properties are debuttar.

10. The Thakurbari situated in 93, Tollygunge Road, is described as property No. 1 in the plaint. The first plot of land consisting of three bighas, as already stated, was acquired by a conveyance dated the 7th April, 1832. It was expressly taken for building "Devalaya." It is contended however by the respondent that the Kobala was not taken in the name of a deity, and the vendee under the terms of the Kobala was to have the right of gift and sale so that Peary Lall the vendee could have sold the property the next day. But the Thakur had not been established then, and as to the power of gift or sale, that was the statement of the vendor who was selling the property, and those expressions were used to show that an absolute right was being transferred to the vendee. We were referred to Hara Sundar v. Basunta (1904) 9 C.W.N. 154, where it was held with reference to the words "the right and power of gift are yours" that there was no absolute dedication. But those words occurred in a deed in favour of the shebait executed by the person who professed to make the endowment and such words in favour of the shebait would no doubt be inconsistent with an absolute dedication. Here the words occur in the conveyance by which the property was acquired from a stranger, and the Kobala shows that the person who purchased the land did so with the intention of erecting a Devalaya thereon. The next Kobala was dated the 29th September, 1850, in respect of 6-1/2 bighas. The deities had already been established on the first plot. This Kobala was also taken not in the name of the deities but in the name of Peary Lall and Moni Mohun. It was stated, however, in the deed that the property was being purchased for the sheba of Sri Sri Gopal Jew Thakur of Hari Har Dham established by you on the

bank of the Holy Ganges."

11. Reliance is placed by the respondent upon the passage in the Kobala, viz: ""Your sons and grandsons and other heirs in succession shall as Shebaites of the said Thakur continue to perform the Seba of Sri Sri Iswar Jew with the income of Kheeraj and Lakheraj land etc.," but the vendor was Mahomedan. The words "Your sons and grandsons and other heirs" are used in the conveyance to show that the vendee is to have an absolute right. The vendor had nothing to do with the debuttar, and the words "As Shebaites of the said Thakur continues to perform the Seba" (of the deities) must have been inserted in the conveyance at the instance of the vendees, and showing their intention to purchase the property for purposes of the Deb-Suba.

12. Reference was made to the case of Dakhni Din v. Rahimunissa (1894) 16 All. 412, to show that acquiring land for building a temple is no evidence of dedication and to the case of Ram Dhan and Others Vs. Prag Narain and Others, , that in order to complete the gift there must be transfer of ownership from the donor to the donee. In the first case a Mahomedan erected a temple and made a grave upon the land and that by itself was held insufficient without any further evidence to prove dedication and a cessation of private ownership in respect of such land. In the second case there was a mere execution of a deed of endowment and it was found that the income of the property was not devoted to the purposes of endowment, the donor never intended" that the deed should be carried into effect and his heirs treated it as their personal property, and in those circumstances it was held that the mere execution of a deed of endowment, is not sufficient to create a valid endowment. In the present case not only were temples erected, but the deities were consecrated in the temples. There can be no consecration unless the donor divests himself of the property. In the Tagore Lectures for 1892 it is stated at page 127:"The books of ritual contain a direction that before removing the image into the temple, the building itself should be formally given away to the gods for whom it is intended. The Sankalpa, or formula of resolve, makes the deity himself the recipient of the gift which, as in the case of other gifts, has to be made by the donor taking in his hands water, sesamum, the sacred kush grass, and the like. It is this ceremony which divests the proprietorship of the temple from the builder and vests it in the image which, by the process of vivification, has acquired: existence as a juridical personage."

[The judgment here further discussed the evidence and continued as follows:]

13. It is to be observed however that in the case of private debuttar properties it is not unusual to describe them as "ancestral or as our debuttar properties" and the heirs of the founder describe their interest as shebaites according to the share they have in secular properties.

[After fully discussing evidence judgment proceeded :]

14. We have discussed the evidence, and before dealing with the questions of law raised before us relating to debuttar, we will consider the question whether

the decision in Suit No 206 of 1915 operates as res judicata. There was an earlier suit (No. 212 of 1914 instituted on the 16th February, 1914 by some of the Mandals for framing a scheme of management, but it was withdrawn in August, 1915, with liberty to bring a fresh suit. Suit No. 206 of 1915 was instituted by Gopal and Ram Lal Mandal (Defendants Nos. 2 and 3 in the present suit) as shebais of Iswar Gopal Jew against the other Mandals as "Sri Sri Iswar Jew Thakur's Shebais," the present plaintiff being defendant No. 3 and Radha Binode being the defendant No. 10 in the said suit. The first prayer in the plaint ran as follows:" That all the properties of schedule being debuttar properties of Sri Sri Gopal Jew Thakur established by the said Peary Lal Mandal and Moni Mohan Mandal, a scheme may be framed for preservation, management and improvement of the said properties, and for efficient performance of the daily and periodical shebas of Sri Sri Gopal Jew Thakur and the festivals, etc., and the second prayer was that "proper rules may be framed for giving effect to the said scheme and that a manager or a trustee may be appointed according to necessity."

15. Radha Binode Mandal, the defendant No. 10, denied that the properties were debuttar and contended inter alia that the Thakur Gopal Jew was the family deity of the parties and that there were other deities also, the worship whereof was performed from the properties of the parties. The other defendants generally supported the plaintiff's case. The third issue in the suit was "Is the suit maintainable in the present form," and the fifth issue was "Are the properties described in the schedule of the plaint debuttar properties; was there any valid Arpannama or dedication of the same to the Thakur Sri Sri Gopal Jew," Upon the third issue the Court of first instance (the Subordinate Judge) was of opinion that the frame of the suit was defective as "the plaintiff should have sued for a declaration that the properties of the plaint are dedicated debuttar properties." He accordingly held that the suit as framed was not maintainable. On the fifth issue he held that properties were not debuttar and that there was no dedication of the same to Thakur. There was an appeal to the District Judge who also held that it was not an absolute endowment, and that the suit was "not maintainable in its present form", and accordingly confirmed the judgment of the Subordinate Judge.

16. A second appeal to the High Court was dismissed under Order 41, Rule 11, on the 21st November, 1918, An application for review was made, but it was rejected on the 2nd April, 1919.

17. It is contended on behalf of the appellant that the decision in the Suit No. 206 of 1915 does not operate as res judicata on several grounds. The first is that the suit was not on behalf of the deity. The deity was not the plaintiff; it was a suit by two persons describing themselves as shebais against some others, also described as shebais, for framing a scheme of management. Paragraphs 3, 4 and 5 of the plaint set out the reasons for bringing the suit, viz., that some of the shebais including Radha Binode were negligent about the Debsheba, had

attempted to collect rent separately from tenants, had refused to sign complaints in suits against tenants, and that unless a Manager was appointed it was impossible to conduct cases. These, no doubt, were the reasons why the suit was brought. But we do not think it can be said that the suit was not on behalf of the deity. It is true, it was a suit by some of the shebait against the other shebait for proper management of the debuttar property, but it cannot be said, as contended on behalf of the appellant that two sets of shebait were fighting with each other about the management of the properties as the debuttar character of the properties was not admitted, but was denied by the contesting defendant. The two shebait who instituted the suit represented the deities, as it was a suit for the benefit of the endowment. Reliance is placed on Underhill on Trusts, 7th Edition, 305 and 306 that where there are more trustees than one all must act together. But the position of a shebait is not the same as that of a trustee in English law in whom the property is vested. The Shebait is only a manager, the property being vested in the deity. [See *Vidya Varuthi Tirtha v. Balusami Ayyar* AIR 1922 P.C. 123, the possession and management remains with the Shebait, and the right of suit is vested in the shebait though the property is vested in the Thakur: See *Jogodindra Nath v. Hementa Kumari Debi* (1905) 32 Cal. 129.

18. The second ground is that the decision does not operate as *res judicata* as between co-defendants, as it was unnecessary to decide any question as between them to give relief to the plaintiff. Gopal and Ram Lal were the plaintiffs. They are the defendants Nos. 2 and 3 in the present suit. The defendant No. 3 in the previous suit claims to represent the deity in the present suit. The defendant No. 10 is the sole contesting defendant in the present suit and he sets up the decision in the previous suit as *res judicata*. It is contended on his behalf that the question whether the properties are debuttar was raised in that suit as between the plaintiffs (in that suit) and the defendant No. 10 as well as between the latter and the defendant No. 3, and that in order to give relief to the plaintiffs in that suit it was necessary to decide the question whether the properties were debuttar, between the defendants Nos. 3 and 10. But the question of debuttar was raised as between the plaintiff and the defendant No. 10, and it cannot be said that it was necessary to decide that question between the defendants Nos. 3 and 10 in order to give relief to the plaintiffs in that suit.

19. It is to be observed that the conduct of the previous suit was not in the hands of the defendant No. 3 and it is doubtful whether he could have appealed against the defendant No. 10 who was a co-defendant: See *Brojo Behari Mitter v. Kedar Nath Mozumdar* (1886) 12 Cal. 580 .

20. The fourth ground is that the Court having found that the suit as framed was not maintainable, it was unnecessary to decide the question of debuttar, and that in fact it was not competent to decide the point so long as the suit was not properly framed. It is contended on behalf of the respondent that although the Court might have decided the suit on the third issue only, and refrained from deciding the question of debuttar, it did decide that question, that it is open to

the Court to decide several issues although the decision on one of the issues would be sufficient for the dismissal of the suit, and that in such case, the decision on each issue is binding upon the parties. The oases of Peary Mohun Mukerjee v. Ambica Chum Bandopadhyaya (1897) 24 Cal. 900 and Ramabehari v. Surendra (1913) 19 C.L.J. 34 are relied upon. The contrary view taken by the Allahabad High Court in Shib Charan Lall v. Raghunath (1895) 17 All. 177 has not been followed in this Court. It is unnecessary to consider which view is correct, and it may be conceded that where a suit is properly framed, and the Court decided several issues the decision on each issue is binding upon the parties. But where, as here, the Court held that the suit as framed was not maintainable, the suit should have been dismissed on that ground alone, and the Court could not try the other issues so long as the suit was not properly framed. And lastly, we think that the question of res judicata must be decided in favour of the appellant from the fifth ground raised by him, viz., that the question of debuttar was incidentally decided in the previous suit. In the first place, the decision of the question of debuttar was only incidental after the decision of the third issue. In the next place, the plaint in that suit proceeded upon the assumption that the properties were debuttar. The first prayer stated that the properties being debuttar, a scheme might be framed. It is true that in order that a scheme might be framed it was necessary to decide whether the properties were debuttar when the defendant No. 10 Radha Benode denied their debuttar character, and a specific issue was framed on the point. But the issue could not directly arise upon the plaint as framed. It was necessary to decide that issue only in order to frame a scheme which was the relief claimed in that suit, but the decision of that issue was only incidental. We are unable, therefore, to hold that the decision in suit No. 206 of 1915 operates as res judicata. We will now deal with the question of law relating to debuttar. As already stated there is no arpannama or deed of dedication; but a deed of dedication is not essential for the purpose of valid dedication which may be inferred from application of proceeds and family conduct. See Muddun Lal v. Sreemutty Komul Bibee (1867) 8 W.R. 42; Manohar v. Lakhmiram (1888) 12 Bom. 247, Abhiram v. Shyama Charan (1909) 36 Cal. 1003 and Rambrama Chatterjee Vs. Kedar Nath Banerjee and Others, .

21. As pointed out in an old case, Ganga Narain v. Brindabun Chunder (1865) 3 W.R. 142, one "test of a bona fide or a nominal endowment is to see how did the founder treat this property, or how have his descendants treated it; has the income of the endowed lands been continually applied to the object of dedication." The principles have been followed in series of oases [see Bikani Mia v. Shuh Lal Poddar (1893) 20 Cal. 116 Madhab Chandra Bera v. Shrimati Rani Sarat Kumari (1910) 15 C.W.N. 126, Abhiram Goswami v. Shyama Charan Nandt (1909) 36 Cal. 1003. These principles cannot be disputed, and have not been disputed, on behalf of the respondents. They, however, rely upon some instances where certain properties have been dealt with as secular, to show that there was no absolute debuttar. But as observed by the Judicial Committee in the case of Juggut Mohini Dossee v. Sokheemoney Dossee (1871) 14 M.I.A. 289, a former

abuse of trust in another instance, cannot be pleaded against a trustee who seeks to prevent a repetition of abuse, even if he were formerly implicated to the same indefensible courses against which he is seeking to protect the property, though it would be a reason for excluding him from the administration of the property as shebait. The Court could not with any propriety say we will decline to protect the property and leave it further exposed to loss, and decline to make a declaration that it is trust property, merely, because they would not trust the plaintiff with its administration."

22. It is contended, however, on behalf of the respondents that the above principle applies only to cases where there is no dispute as to the dedication, i.e., where the dedication is clearly proved or admitted, and has no application to cases where the fact of the dedication has to be inferred from the treatment of the property by the family, and that in such cases specific instances of treatment of properties as secular by the members of the family cannot be explained away as abuses. The question whether instances of personal appropriation are merely evidence of breaches of trust or are evidence of there being no endowment is sometimes a difficult one, but it cannot be affirmed that an endowment cannot be proved from treatment of the properties merely because there was personal appropriations by the shebait in some instances. We agree with the observation of Banerji and Gordon, JJ. in *Girijanand Datta Jha v. Sailajanand Datta Jha* (1896) 23 Cal. 645, viz., that "when the question to be determined is whether certain property is trust property, or, whether it belongs to the alleged trustee in his own right, instances of appropriation of such property by the alleged trustee to his own use, if they are numerous and extend far back into the past in a continuous series, will be good evidence of his right; but if the instances are only recent, or are few and far between, they are not likely to be of much value, and may be treated merely as instances of abuse of trust." Each case must depend upon its own circumstances.

23. We have dealt with the instances relied upon by the Court below, or the respondents before us, to show that some of the properties have been treated as secular. They may be summed up as follows:

[The judgment gives the instances here.]

24. But we think that the treatment of some properties by the descendants as secular does not show that the other properties (if they have been applied all along to the service of the deities) are also secular.

25. Considerable reliance is placed on behalf of the respondents upon the case of *Konwar Doorganath Boy v. Ram Chunder Sen* (1876) 2 Cal. 341, in support of the proposition that the mere fact, that the rents of the particular property have been applied for a considerable time to the worship of an idol is not sufficient proof that the property is debuttar, or to establish the onus which lies upon a party who sets up the case that property has been inalienably conferred upon an idol to sustain its worship, and that very strong and clear evidence of such an

endowment ought to exist. But in that case the evidence that the rents of a mahal (Gopeejan) were applied to the worship of the idol was "extremely vague and extremely loose." The Judicial Committee observed (at page 349): "But supposing it to be taken that the rents of this mahal were applied, during the period that the witnesses speak of, to the worship of the idol Radha Mohun, that fact is by no means sufficient to establish the onus which lies upon a party who sets up the case that property has been inalienably conferred upon an idol to sustain its worship; very strong and clear evidence of such an endowment ought to exist. In the present case there is no proof that priests were appointed. If any had been appointed, they might have been called. There is no production of accounts showing that the rents were separately collected and applied for the worship of this idol. For anything that appears the rents may have gone into the general body of the accounts relating to the estates of this family, and there is really no document whatever upon which the finger can be placed to show that an endowment was made, other than that rubokari to which reference has already been made."

26. "Besides the weakness of the proof of endowment on the part of the plaintiff, strong presumptions that there was none arise from other facts and circumstances in the case."

27. The more fact that the rents of a particular property are applied for the worship of the deity for a long period may not be sufficient to establish that the property is debuttar, because the worship of family deities may be, and sometimes is, carried on with the income of a specified property belonging to the family. That by itself may not be sufficient to establish the absolute debuttar character of the property. But that such fact may in certain circumstances have an important bearing in determining whether the property is debuttar would appear from the passage itself quoted above, Their Lordships observed; "There is no production of accounts showing that the rents were separately collected and applied for the worship of this idol. For anything that appears the rents may have gone into the general body of the accounts relating to the estates of this family." In the case of *Abhiram Goswami v. Shyama Charan Nandi* (1909) 36 Cal. 1003, their Lordships, after referring to the finding that the proceeds of the property "have all along been spent for the maintenance of the sheba the said idol," observed that "the mere fact of the proceeds of any land being used for the support of an idol may not be proof that those lands formed an endowment for the purpose, [*Muddan Lal v. Komul Bibe* (1867) 8 W.R. 42 but it is a fact that may well be taken into consideration when, as in this case, the intention of the founder has to be gathered from an ancient document expressed, to say the least, in ambiguous language."

28. In the present case, as stated above the deities were established in temples about 70 years ago, and there are cooksheds, nahabut khana and out-offices for the debuttar staff (gomasta and priests, &c.) all enclosed within a big compound which is separate from the residences of the shebait. Admittedly the rents are

separately collected in the debuttar cutchery located in the temple compound by a separate staff, while the rents of the secular properties belonging to the family are collected by the agents of each co-sharer (or set of co-sharers) separately. The accounts and collection of the debuttar estate are entirely separate; the receipts for rents of the debuttar estate are granted, in the names of shebait, by the collecting agents of that estate, and litigation in connection with the debuttar properties is carried on by the shebait: as such. Admittedly the rents of the debuttar estate have all along been and are still being applied for the worship of the deities, and none of the co-sharers ever took any portion of the rents for his own use. We have discussed the evidence, and it would appear that some properties were acquired expressly for debseba. Amalnamas were taken in some cases by Peary Lal and Moni Mohan, the founders, as shebait of the deity, and there are admissions of their successors in some of the documents with respect to certain properties that they were dedicated to the deity. We have not come across any case in which properties treated in this way for such a long period have been held to be secular, merely because with respect to a few of the properties the documents of the founder have treated them to be secular.

29. Reference was made on behalf of the respondents to the cases of *Maharane Brojosoondery Debia v. Ranee Luchmee Koonwari* (1873) 15 B.L.R. 176 Note; and *Budh Singh Dudhuria v. Niradbaran Roy* (1905) 2 C.L.J. 431, in support of the contention that the taking of a property in the name of a deity does not make it debuttar, and that evidence of an endowment must be produced by those who allege that the property is inalienably tied up. In the first case the Maharajah no doubt took the conveyance in the name of the deity himself as shebait, but he dealt with the property as his own. There were no priests appointed, there was no turn of worship and there was "nothing stated in any way to show that the Maharajah intended that the idol should be kept up for the benefit of his heirs in perpetuity; and before it can be established that the lands have been endowed in perpetuity, so that they can never be sold and must be tied in perpetuity, some clear evidence of an endowment must be given. What are the objects of the endowment? None of the essentials of an endowment are stated. The Maharajah appears to have purchased the property in the name of the idol, and that is all. Then he deals with the funds of the idol as if it were his own property. There is no evidence at all of any of the essentials of an endowment in favour of the idol." It appears to have been a case of acquiring a property in the benami of the deity. The Maharajah acquired it ostensibly in the name of the deity, and then mortgaged it, his widow borrowed money by way of conditional sale to pay off the mortgage executed by him, the conditional vendees foreclosed the estate against the widow, and the suit to re-cover the property was brought 47 years afterwards.

30. The second case was that of an alleged charitable trust. It was held that the documents were ambiguous; there was nothing to show that the grantee of the property was to hold as trustee, while, on the other hand, there were words which might be taken to indicate that the grantor contemplated that the grantee

should, out of his abundance, be charitable to wayfarers and travellers:

The plaintiff has not shown that for a long series of years the property has been treated as trust property or that it has never been treated by the grantee as his own. It has not been shown, as it might have been, if it was a trust property, that separate accounts were kept of the debuttar mahals, and that the income of these mahals, was always expended for the purposes of the trust.

31. Reference was also made to a passage in the judgment of the Judicial Committee in Konwar Doorganath's case (1876) 2 Cal. 341, cited above, where at page 347 their Lordships observed: "Where the temple is a public temple, the dedication may be such that the family itself could not put an end to it, but in the case of a family idol, the consensus of the whole family might give the estate another direction. "In the case of Gobinda Kumar Roy v. Debendra Kumar Roy (1907) 12 C.W.N. 98, Rampini and Sharfuddin, JJ., following the above dictum held, that properties dedicated to a family idol may be converted into secular property by the consensus of the family. Where there is a consensus of all the members of the family there is no one to object to the diversion of the endowment to secular uses: but the question, whether, in a case of an absolute debuttar, where the property is absolutely vested in deity, the successors of the members of the family, who give the estate another direction, may not call in question the diversion of the estate, did not arise nor was considered by the Judicial Committee. In fact no question of "consensus of the whole family" arose in Konwar Doorganath's case (1876) 2 Cal. 341, as their Lordships observed in the very next sentence: "No question, however, of that kind arises in the present case." It is to be observed that there is no suggestion that in the present case, properties were acquired in the benami of the deities by the founders for the benefit of the family, or to defraud any creditors. It is also to be observed that the question in the case cited above arose with reference to the particular property which was dealt with by the founder or his heirs as personal property. In the present case the question arises with reference to properties which have not been dealt with as secular. The compensation money awarded in the Land Acquisition cases of 1886 was misappropriated by the shebaitis evidently by the consensus of all the members of the family, and the mokorari tenancy in two of the plots also appears to have been created by common consent. The said compensation money has not been claimed in the suit, and we do not think that all the properties claimed in the suit must be treated as secular merely because some other properties were treated in the past as secular by the shebaitis. We are of opinion that these instances should be treated as abuse of "trust on the part of the shebaitis, and do not affect the character of the remaining properties if they have all along been treated as debuttar.

32. It is contended on behalf of the respondents that some indications of debuttar are wanting in this case. It is urged that there are no turns of worship, and it does not appear that any pujari was originally appointed. There is no evidence that any pujari was originally appointed when the deities were

consecrated, about 70 years ago, but it must have been, because the parties being Sudras the puja could not have been performed without a pujari. Provision for turns of worship does not seem to be necessary in the present case because there are priests appointed, and there is separate establishment for the debuttar estate located in the Thakurbati for managing the debsheba. The shebaites acted jointly whenever occasion arose for any joint action being taken by themselves which could not be done by debuttar agents, such as bringing suits for rent, until recently, when Radha Binode refused to do so and denied the debuttar character of the properties.

33. The last question is whether all the properties in suit are debuttar. Properties Nos. 1, 13, 17, 18 and 26 are covered by the documents by which they were either expressly acquired for the deities or which affirmed their debuttar character.

34. [The judgment proceeded to discuss evidence, and concluded by declaring that all the properties mentioned in the schedule to the plaint, except items Nos. 14 and 15, were debuttar properties]