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# **The Study of bondage *Thet-kayits* from the town of Salin during the Konbaung Period**

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## **Abstract**

As the economy of the town of Salin<sup>1</sup> during the Konbaung Period was based on agriculture, the majority of people were farmers. When the farmers encountered economic hardships due to a variety of reasons, they had to settle their difficulties by borrowing money through mortgaging their own lands or by borrowing paddy or by allowing the tenants to work their land for sharecropping. In Salin, there were some people who were in financial difficulty, but they did not possess any property to mortgage and so they had to enter into bondage to settle their difficulties for livelihood.

## **Aim**

The aim of this paper is to examine bondage *Thet-kayits* from the town of Salin during the Konbaung Period .

## **Introduction**

Peasants were the basic class of the society in Salin during the Konbaung Period. Majority of the peasants were relied upon the wealthy class for their living. Some peasants made land mortgage, money borrowings and settling of their socio-economic problems by bringing their families into servitude in the hands of the wealthy man as a mortgaged. In this paper, special references are made to 135 bondage loans collected from the town of Salin. As the evidences are the collections of researcher, it cannot be said that it is the all bondage *thet-kayits* existed in the town of Salin. In this paper, how the poor people entered into bondage for their livelihood will be described with reference to the available evidences.

## **Materials**

Many of the materials for this paper were collected from Daw Ohn Kyi (Member, Myanmar Historical Commission, Yangon). Some are from the author's collections.

## **Discussion**

Like the mortgage of land, contract was made between two persons in entering the bondage. The bondage loan is also called "*Ko Nay Thet-kayit*" which includes the date on which mortgage was made, name and address of mortgager, cause of mortgaging, name of guarantor, name of creditor, amount of money for mortgage, pledges, duration of time, witness and writer.

By the evidences, out of 135 bondage *thet-kayits*, 45 *thet-kayits* are concerned with King Badon's reign, 14 *thet-kayits* with Sagaing Min's reign, six *thet-kayits* with Tharawaddy

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<sup>1</sup> **Salin** is a town of Minbu District in Magway Region, Myanmar. Salin is on the western bank of the Irrawaddy River and is 50 miles (80 km) from the capital of Magway.

Min's reign, one *thet-kayit* with King Pagan's reign, 32 *thet-kayits* with King Mindon's reign and 27 *thet-kayits* with King Thibaw's reign respectively.

By these evidences, there were 103 male and 32 female who were put into bondage. The villages where the bondage people were living and male and female from these villages are Mangyi Village, Kanni Village, Thoe Village (one male), Ngat-gyi Village, Swel-ti Village, Thoe-pyin Village, Pon-tauk Village, Shwe-taw Village, New-ta-mel Village, Min-lyin Village, Dway Village, Htin-paing Village, Mae-za-li Village, Se-kan Village, Thae Village, Baung-lin Town jurisdiction, Pauk-khway-kone Village, Kon-kyin Village, Auk-hlaing Siyinzu, Ku-ni-taung, Wun-lo Village, Myauk-kyi-zu, Paung-bin-zi, Sin-kyone, Puh-toe phyu, Kya-pin, Htein-kon, Taw-seint Village, Paung-tu, Myin-tin, Shwe-kyar-ngon, San-pe-gyi Village, Linzin, Dant-kyin, Sihoketara, Ma-te Village, Naung-taw Village and In-gyin-bin-hla.<sup>2</sup> Some of the bondage *thet-kayit* have no address.

In regard with the reasons for entering bondage, like the land-mortgage deeds and money-lending contracts, it is generally mentioned that he was in need of money or to pay back the debt. Generally, no real reason was mentioned. There were only eight bondage contracts which mentioned the cause for entering bondage. The causes for entering bondage are "to pay over the case of cow"<sup>3</sup>, "pay over the case of house"<sup>4</sup>, "to compensate the price of cow"<sup>5</sup>, or "to pay for judicial fees"<sup>6</sup>. Besides the above-mentioned causes, there were also other causes which fell into the condition of entering bondage for not being able to pay back the debt or to pay back the borrowed paddy or share of paddy to the sharecroppers.

In the bondage contracts, it is mentioned in majority of contracts that the person was bought for good on condition of "*Shin-pwa Thay-sohn*" or "*Shin-ma-pwa Thay-ma-sohn*". "*Shinpwa Thay-sohn*" means that the female person who entered into bondage had already been pregnant before she entered into bondage and gave birth to a child in the course of her bondage at the house of creditor. In this case, the creditor had the right to use the labor of the child. It did not need to replace for labor if the bondage woman died while she was in bondage. "*Shin-ma-pwa Thay-ma-sohn*" means that the female person gave birth to a child in the course of her bondage at the house of creditor or if she got married in the course of her bondage and gave birth to a child. In this case, the creditor had no right to use the labor of the born child. But it needs to replace for labor if the bondage woman died in the course of bondage. During King Badon's reign, the sentence "Buy for good on condition of *Shinpwa Thay-sohn*" (Creditor's right to use the labor of child born from bondage woman during the course of her bondage) was mentioned in majority of the bondage contracts because it is supposed that the bondage women might have had very few relatives or she had no guarantor or she did not wish to make other persons trouble for her difficulty. It also might be due to the

<sup>2</sup> Salin Thugaung, *Parabaik* MS. No. 114, 122, 325

<sup>3</sup> *Thet-kayit* 1193, 2<sup>nd</sup> Waning day of Nayon (28 May 1831), Bondage *thet-kayit* of Nga Shwe, Salin Thugaung *Parabaik* MS. No. 10, Handwriting, Daw Ohn Kyi's Collections

<sup>4</sup> *Thet-kayit* 1191, 4<sup>th</sup> Waning day of Thidingyut (16 October 1829), Bondage *thet-kayit* of Nga Ni, *Parabaik* No. 10

<sup>5</sup> *Thet-kayit* 1209, 10<sup>th</sup> Waxing day of Pyatho (16 December 1847), Bondage *thet-kayit* of Nga Kan Pei, *Parabaik* No. 10

<sup>6</sup> *Thet-kayit* 1205, 3<sup>rd</sup> Waxing day of Wagaung (27 August 1843), Bondage *thet-kayit* of Nga Kut Tar, *Parabaik* No.10

fact that there was no time limitation. In the bondage contracts made during King Badon's reign, the sentence "The bondage person could be redeemed at any time" was put in some bondage contracts. During the reigns of King Mindon and Thibaw, it is found in majority of contracts that the sentence "Buy for good on condition of "*Shin-ma-pwa Thay-ma-sohn*" was mentioned. When the bondage contracts at the town of Salin are studied, it is found as follows:

	<i>Shin-ma-pwa Thay-ma-sohn</i>	<i>Shin-pwa Thay-sohn</i>
King Badon	8	36
King Sagaing	7	7
King Tharawaddy	12	2
King Bagan	-	1
King Mindon	29	1
King Thibaw	25	-
<b>Total</b>	<b>81</b>	<b>47</b>

When the above-mentioned table is studied, it is found that bondage loans on condition of *Shin-pwa Thay-sohn* was getting lesser from the latter part of King Badon's reign and it was no longer found in the reign of King Thibaw. Moreover, it is found that since the reign of King Tharawaddy, bondage loan on *Shinmapwa Thay-ma-sohn* was more common. By seeing this factor, it can be deduced that the pattern of bondage loan was changed, but it is not known exactly for what reason the pattern had changed. It seems to be based on the changes of social custom, but the exact answer must be investigated.

In making bondage contract, it is found that the mortgagor had to grant pledges and guarantors in order to make the creditor pleased. There are altogether eight bondage contracts which included exact promises. An instance will be quoted as follows:

*Thet-kayit* 1191, 4<sup>th</sup> Waning day of Thidingyut, Mi Pu and her brother Nga Hmwe who are from Se Kan village said: We are in dire need of money. Please buy our nephew Nga Ni to be a kyun at 25 *kyat* coins with the loan for the kyun's being alive or dead. *Myo Thugyi Minthar* Min Ze Ya Shwe Taung Kyaw and wife gave 25 *kyat* coins to Mi Pu and younger brother Nga Hmwe to buy Nga Ni for good, pledging if Nga Ni absconds or does not work the tasks in future, Kuni Taung Gaung Nga Poke held responsible for it; the witness is Mg Myat Bay, weigher Broker Mg Thaw Ka, draftsman Mg Myat Thu and writer Mg Toke Phyu.<sup>7</sup>

In the above-mentioned contract, it is found that the guarantor took responsibility to settle the case if the bondage person absconded from the house of creditor. It might be supposed that there were cases of bondage persons absconding from the house of creditor. An example will be cited as follows:

*Thet-kayit* 1220, 13<sup>th</sup> Waning day of Thidingyut, Nga Be and Mi Oo-ma put Nga Chit Yauk into bondage at 75 *kyat* coins to *Thugaung* Mg Toe and wife, Nga Chit Yauk absconded and both the guarantors had to pay the loan. As two guarantors were not found anywhere, mother of Mi U Ma had to enter into bondage for the bondage loan of 37kyats 5 mu: (half of bondage loan) which is to be paid by Mi Oo-ma; the witnesses are Mg Thar Khaing, Nga Kywe Wa, draftsman Mg Thar Oo and writer Mg Thar Oe.<sup>8</sup>

In the contract mentioned above, as the bondage person absconded from the house of

<sup>7</sup> *Thet-kayit* 1191, 4<sup>th</sup> Waning day of Thidingyut (16 October 1829), Bondage *thet-kayit* of Nga Ni, *Parabaik* No. 10

<sup>8</sup> *Thet-kayit* 1220, 13<sup>th</sup> Waning day of Thidingyut (4 November 1858), Bondage *thet-kayit* of Mi Oo Ma's mother, Salin Thugaung *Parabaik* MS. No. 114, Handwriting, Daw Ohn Kyi's Collections

creditor, the guarantor had to take responsibility for the bondage loan. But both two guarantors were not found anywhere, mother of Mi U Ma who was one of guarantors, at the rate of half of bondage loan, enter into bondage. Later, Nga Be who guaranteed the bondage loan, made his son enter into bondage.<sup>9</sup> Nevertheless, in accordance with the pledges of the guarantors, the persons concerned took responsibility for the loan. A similar bondage contract will be mentioned as follows:

*Thet-kayit* 1231, 3<sup>rd</sup> Waning day of Tazaungmone, Nga Shwe Hmyin who was the husband of Mi Nauk of Taung-zi-kone Village said: I and Nga Shwe Pu sell Nga Oe who was the son of Nga Shwe Pu as bondage person at 65 *kyat* coins to Ngazi Kyaungdaga; but Nga Oe absconded and they were asked to pay back the bondage loan. Nga Shwe Pu gave back 27 *Kyats* 5 mu: to the creditor. But the remaining 37 *kyats* 5 mu: which was taken by Nga Shwe Hmyin could not be paid back. Nga Shwe Hmyin sell himself at 37 *kyats* 5 mu: to Ngazi Kyaungdaga. Accordingly, Ngazi Kyaungdaga abolished the bondage loan of Nga Oe and bought Nga Shwe Hmyin at 24 *kyat* coins plus 13 *kyat* 5 mu: as extra-loan. The witness is Mg Nyunt of Paung Pinzi Ward. The writer is Mg Ant Kyal.<sup>10</sup>

In this bondage contract, father and his companion mortgaged the son at 65 *kyats*. As the son absconded, father and his companion had to pay back the bondage loan in accordance with their pledge. The father of bondage person was able to pay back the loan, but his companion entered into bondage as he could not pay back the loan borrowed. Three bondage contracts are found, in which mentioned abscond of bondage person.

There are also bondage contracts which mentioned that as the bondage person died in the course of bondage and so the guarantors made replacement to it. It is mentioned as follow:

*Thet-kayit* 1244, 3<sup>rd</sup> Waning day of Thidingyut, Mg Pyo of Paung-tu village and Nga Shwe Paw of Myauk Kyi-zu village said: Our brother-in-law, Mg Aung Tha, died in the course of his bondage at Kyaung Ama of Nga Zi; so let our nephew Nga Thet Oo put into bondage at 29 coins on condition of *Shinmapwa Thay-ma-sohn*. Bo Oo and Bo Htwe who are the sons of Nga Zi Kyaung Ama and younger brothers of Myothugyi Min bought Nga Thet Oo at 29 *kyat* of coins; bondage contract of Nga Aung Tha is annulled at the presence of all persons and new bondage contract is made; the draftsman and person who counted coins is Mg An Kyel and writer is Mg Thar Oe.<sup>11</sup>

When this contract is studied, it is found that as the former bondage person Nga Aung Thar died, another person is replaced for bondage loan. It shows that the previous bondage loan is made on condition of "*Shinmapwa Thay-ma-sohn*". Although the bondage person died in the course of his bondage, creditor did not lose his right as the debtors replaced another person for the bondage loan and a new bondage contract was made again. Therefore, in making bondage contracts, the person who made bondage loan had to give pledges to make the creditor pleased and if something happened, the debtor had to take responsibility in accordance with the pledges mentioned in the Bondage contract. There is only one bondage contract which is found to mention the death of bondage person.

In the bondage contracts made during the reign of King Mindon and King Thibaw, it

<sup>9</sup> *Parabaik* No. 114

<sup>10</sup> *Thet-kayit* 1231, 3<sup>rd</sup> Waning day of Tazaungmone (21 November 1869), Bondage *thet-kayit* of Nga Shwe Hmyin, Salin Thugaung *Parabaik* MS. No. 24, Handwriting, Daw Ohn Kyi's Collections

<sup>11</sup> *Thet-kayit* 1244, 3<sup>rd</sup> Waning day of Thidingyut (29 September 1882), Bondage *thet-kayit* of Nga Thet Oo, *Parabaik* No. 10

is found that duration of time was limited. The duration was at least from one year to three year at most. The majority of contracts limited the duration for three years. An instance will be cited as follows:

*Thet-kayit* 1247, 2<sup>nd</sup> Waxing day of Nayon, Mg Taw Ni of Oktada War in Myintinyat jurisdiction and Mg Kyaw Zaw of Dankyin Ward said to Nga Zi *Kyaung Ama* (Female donor of monastery) Mae Gyi Nyo: We are in need of money to pay back the debt incurred on our nephew Nga Char; We want to put Nga Char into bondage at 29 *kyat* coins; We will redeem him after three years; Mae Gyi Nyo bought for good Nga Char on condition of *Shinmapwa Thay-ma-sohn* at 29 *kyat* of coins; he shall be redeemed only after three years of work; the draftsman is Mg Thar Kywe and writer Mg Thar Oe.<sup>12</sup>

In the above-mentioned contract, it is designated that the creditor would allow the redemption of bondage person only after three years. The bondage person had to work all tasks assigned to him at the house of creditor for three years. It is found that at sometimes, the person whom the creditor trusted was appointed as *Kyi-soe* (The person in-charge of granary).<sup>13</sup> Similar *thet-kayits* with time limitation can be seen as follows:

*Thet-kayit* 1227, 7 Waxing day of Tawthalin, Nga Shwe Win who was the husband of Mi Pway of Pha-aing *Si-yin-zu* (Jurisdiction) said to Nga Zi *Kyaung Ama* Mae Gyi Nyo; We are in need of money and I want to put my daughter Mi Nge into bondage on condition of “*Shin-ma-pwa They-ma-sohn*”; Mae Gyi Nyo bought Mi Nge at 30 *kyat* coins with the pledge that she will be redeemed only after two years and if Mi Nge absconds, Mg Pya, *A-si-yin* of Pha-aing, will take responsibility for bondage loan and labor; the witnesses are Mg Thar Wa of Kyi-daw Win and Mg Shwe Kyauk of Paung-bin-zi. The draftsman and the person counted coins is Mg Thar Oo. The writer is Mg An Kywel.<sup>14</sup>

It is found that the duration of time is limited two years. Moreover, it is noted that an administrative officer served as guarantor in this contract.

In every bondage contract, extra loans without interest were taken as they were not sufficient with the bondage loan. An instance will be cited to a bondage contract.

*Thet-kayit* 1241, 1<sup>st</sup> Waning day of Natdaw, Nga Yar Hmaw who was the brother-in-law of Mg Thar Wa and his younger sister Mi Aye Nyein said: We are not sufficient with bondage loan; Please lend us 125 *kyat* coins without interest; We will pay it back at the time when the bondage loan of Mi Aye Nyein is paid; Ngazi *Kyaung Ama* Mae Gyi Nyo lent them extra loan of 125 *kyat* coins, assuring that it must be paid in full when the bondage loan of Mi Aye Nyein is paid back. The draftsman is Mg An Kyel. The writer is Mg Thar Oe.<sup>15</sup>

In accordance with the pledge made in the bondage contract of Mi Aye Nyein, it is known that 150 *kyat* coins for the total amount of bondage loan and extra loan was able to be given back. This contract can be seen in following passage:

*Thet-kayit* 1244, 5<sup>th</sup> Waning day of Tabaung, Nga Yar Hmaw and wife Mi Pein said to the mother of *Myo Thugyi Min*: 75 *kyat* coins is paid back to you on the bondage loan of Mi Aye

<sup>12</sup> *Thet-kayit* 1247, 2<sup>nd</sup> Waning day of Nayon(15 May 1885), Bondage *thet-kayit* of Nga Ni, *Parabaik* .No.10

<sup>13</sup> U Sandimar (Salin), *Anyar Myay Shwe Salin* (Salin the land of upcountry), Yangon, Lin Lun Khin Sarpay, 2015,p.179 (Henceforth: U Sandimar,2015)

<sup>14</sup> *Thet-kayit* 1227, 7<sup>th</sup> Waxing day of Tawthalin (27 August 1865), Bondage *thet-kayit* of Mi Nge, *Parabaik* No. 10

<sup>15</sup> *Thet-kayit* 1241, 1<sup>st</sup> Waning day of Nadaw(29 November 1879), extra loan taken over Bondage *thet-kayit* of Mi Aye Nyein, *Parabaik* No. 114

Nyein and it is put on record. The witnesses are Ko Toke and Ko Par. The writer is Mg An Kyel.<sup>16</sup>

As it was not sufficient with the bondage loan, there were some people who took extra loan. So also there were people who at times took extra loan of paddy. An example can be seen in the contract as follows:

*Thet-kayit* 1239, 11<sup>th</sup> Waning day of First Waso, Nga Khin said: I am in need of money to pay back the debt to other; Please lend me 10 *kyat* coins and 5 baskets of paddy as extra loan on the bondage loan of Mi Thet Son. This money and paddy will be paid back at the time when bondage loan is paid; in accordance with his request, Nga Zi Kyaung Ama who was the mother of *Myothugyi* Min, borrowed 10 *kyat* coins and 5 baskets of paddy without interest to Nga Khin. The draftsman is Mg An Kyel and the writer is Mg Thar Oe.<sup>17</sup>

It is found that in every bondage loan mentions the many times of extra loan as they were not in sufficient with the bondage loan. Among the bondage contracts found in the town of Salin include the frequent mentions of taking extra loans.<sup>18</sup> It is found that some people who were in economic difficulty had to settle for their livelihood by such an easy way.

There are some bondage loans in which the bondage person was moved to another creditor by relatives or guarantors as she was not happy in the house of creditor. An instance can be seen in the following passage.

*Thet-kayit* 1229, 13<sup>th</sup> Waxing day of Waso, Mg Mar and wife Shin Nyein Thar of Paungbinsi Ward said: We are in need of money to redeem our daughter Mi Sabe and husband Nga Shwe Aing who entered into bondage at the house of Ma Pu as they are not happy; Please buy Mi Sabe at 24 *kyat* coins of bondage loan and her husband Nga Shwe Aing at 29 *kyat* coins with extra loan of 67 *kyat* coins without interest; Kyaung Ama Mae Khaing, her daughter Ma Gyi Nyo and her younger brother *Myo Thugyi* bought Mi Sabe at 24 *kyat* coins and husband Nga Shwe Aing at 29 *kyat* coins, together with 67 *kyat* coins as extra loan. The pledge is made that the bondage loan will be paid in accordance with the local traditions in future. It is agreed that one of two person who entered into bondage will be employed for task. The witnesses are Mg Thar Wa of Kyidaw and Mg Kywe Wa of Paungbinzi Ward. The draftsman and person who counted coins is Mg Thar Oo. The writer is Mg An Kywe.<sup>19</sup>

As there was no time limitation in this contract, bondage person was allowed to move to other creditor. In such a moving, it is found that beside the bondage loan, extra money was to be paid in accord with the tradition of the locality or present was to be given. There is no evidence of how much money was given as extra charge. Moreover, couple of husband and wife were put into bondage in this contract. As two persons were put into bondage simultaneously, it is supposed that the creditor made only one person to work for the task. Besides, a bondage contract is found in which the remaining three members of family simultaneously entered into bondage to be able to redeem the daughter who had been bondage. In the contract, it is stated as follows:

*Thet-kayit* 1195, 13<sup>th</sup> Waning day of Tabaung, Nga Myat Lay and younger brother Nga Nay

<sup>16</sup> *Thet-kayit* 1244, 5<sup>th</sup> Waning day of Tabaung (25 February 1883), Extra loan taken over the Bondage *thet-kayit* of Mi Aye Nyein, *Parabaik* No. 114

<sup>17</sup> *Thet-kayit* 1239, 11<sup>th</sup> Waning day of First Waso(6 July 1877), Extra loan taken over the Bondage *thet-kayit* of Mi Thet Son, *Parabaik* No. 114

<sup>18</sup> Dr Toe Hla, "Wun-Byei thomahok taik-kyan sai-ywa Ei Sipwa-yay-songet" (Wun-Byei (or) Economic pivot of the ten excluded villages, Sha Sha Phwe Phwe Sadan-mya, published in honour of the 75th anniversary birthday of Dr. Than Tun, Yangon, Thein Htaik Yatana Press, 1999, 178

<sup>19</sup> *Thet-kayit* 1229, 13<sup>th</sup> Waxing day of Waso(13 July 1867) Bondage *thet-kayit* of Mi Sabe and husband Nga Shwe Aing, *Parabaik* No. 10

Tun said: We are in need of money to redeem Mi Pyaung who was the daughter of our elder brother Nga Wa. Please buy Nga Wa who is my elder brother at 30 *kyat* coins, Mi Wet who was my wife at 25 *kyat* coins and Nga Shwe Hmaw who was my younger son at 30 *kyat* coins, totaling 85 *kyat* coins, on condition of “Shinpwa Thay-sohn” for good. The request is made to Min Ze Ya Shwe Taung Kyaw and wife. Accordingly, Min Ze Ya Shwe Taung Kyaw and wife bought Nga Wa, Mi Wet and Nga Shwe Hmaw by giving 85 *kyat* coins; they agreed that if they are redeemed in future or when they were moved to another creditor, extra money or gifts must be given. The witness is Mg Toke Phyu, assayer Mg Myat Thu, the draftsman is Mg Myat Aung and writer is Mg Myat Thar Tun.<sup>20</sup>

It is supposed that the family members were put into bondage because of economic hardship. It is thinkable that bondage contract was made with the intention of not to be worried for the livelihood of three members of family.

There are also extraordinary events in the contract, in which the bondage person did not live in the house of creditor, but he lived in exclusive place. There are eight such kind of bondage contracts which was made on condition of “*Shinmapwa Thay-ma-sohn*”. It is known that the bondage person did not need to go and work at the house of creditor because he had paid paddy or other designated thing as interest on the bondage loan.

In the bondage contracts, if it was stated that the bondage person would come and work at the house of creditor, he must live in the Creditor’s house and had to work every household affairs or affairs of cultivation. But there are some contracts in which the bondage person did not live in the house of creditor, but he worked the tasks of creditor by living at his house or by giving paddy as long as the bondage loan could not be paid back. An instance will be cited as follows:

*Thet-kayit* 1161, 10 Waxing day of Tabaung, Nga Hton said; Please buy me at 20 *kyat* coins on condition of “*Thaymasohn Shinmapwa*”. But I don’t want to live and work the tasks at the house of creditor, for which I will pay 20 baskets of paddy per year so long as the bondage loan cannot be paid back. Accordingly, Thugaung Mg Taw and wife bought Nga Hton at 20 *kyat* coins; the witness is Lon Paw Thugyi Mg Kyaw, and the weigher is Mg Pu.<sup>21</sup>

In the stated contract, the bondage person did not live at the house of creditor, but he pledged to pay 20 baskets of paddy per year as long as the loan was paid back. The similar contract can be seen as follows:

*Thet-kayit* 1229, 4 Waning day of Pyatho, Shin Ba Khauk of Paungbinzi Ward said; Please buy my daughter Mi Pyaw at 30 *kyat* coins on condition of “*Shinmapwa Thaymasohn*”; Let me not to come and work at your house, for which 15 baskets of paddy will be pounded per month until the time the loan is paid back; the request is made to Kyaung Ama Ma Khaing; Accordingly, Ma Khaing bought Mi Pyaw at 30 *kyat* coins; the witness is Mg Kyar Moe of Paungbinsi and the draftsman is Mg Thar Oo.<sup>22</sup>

In the contract, it is found that the mortgagor made pledge to make pounding of 15 baskets of paddy per month. A contract is also found in which it is stated that four years after Mi Pyaw was put into bondage, half of bondage loan was paid back. The contract stated as follows:

*Thet-kayit* 1233, 4 Waxing day of Tagu, 15 *kyat* coins is paid back over the bondage loan of

<sup>20</sup> *Thet-kayit* 1195, 13<sup>th</sup> Waning day of Tabaungo(13 Feb 1834) Bondage *thet-kayit* of Nga Wa, Mi Wet and Nga Shwe Hmaw , *Parabaik* No. 10,

<sup>21</sup> *Thet-kayit* 1161, 10<sup>th</sup> Waxing day of Tabaung (4 March 1800) Bondage *thet-kayit* of Nga Hton, *Parabaik* No.114

<sup>22</sup> *Thet-kayit* 1229, 4<sup>th</sup> Waning day of Pyatho(12 January 1861),Bondage *thet-kayit* of Mi Pyaw,*Parabaik* No. 10

Mi Pyaw; the witness is Myo Sayay U Hmaw and writer is Mg An Kyel.<sup>23</sup>

During the reign of King Mindon, the price of gold was 18 *kyat* coins per tical and so 30 coins would be worth of one and half tical of gold. When it is calculated with the current price, it is worth over 13 lakhs. Therefore, the person in economic difficulty could not pay back the bondage loan once for all.

The bondage person did not live and work at the house of creditor as he made pledges to pay labor or paddy from outside. The request was made by the mortgagor, but it cannot be said exactly whether the labor or paddy which the mortgagor agreed to pay the creditor was designated by agreement between the mortgagor and the creditor or it was designated by mortgagor or by creditor. An instance will be cited with reference to the bondage contract mentioned below:

*Thet-kayit* 1154, 12 Waxing day of Waso, Nga Hton who is the father of Nga Khe said: Please buy me at 20 *kyat* coins, allowing not to come and work at the house; I will pay 25 baskets of paddy per year.<sup>24</sup>

*Thet-kayit* 1154, 3 Waxing day of Nayon, Nga Nyo, Nga Ya and Nga Htwa of Swel-ti village are in need of money and said: Please buy us at 29 *kyat* coins; Let us not come and work at the house, but we will pay 30 baskets of paddy per year.<sup>25</sup>

*Thet-kayit* 1172, 6<sup>th</sup> Waning day of Tabaung, Mg Thar Toke of Swel-ti Village said; Please buy me at 30 *kyat* coins; I will pay 30 baskets of paddy per year.<sup>26</sup>

When the above-mentioned *thet-kayits* are compared, it is found that the person who got 20 *kyat* coins for bondage had to pay 25 baskets of paddy per year and the persons who got 29 *kyats* and 30 *kyats* for bondage loan had to pay 30 baskets of paddy. So it is supposed that depending on the bondage loan, the amount of paddy that to be granted to the creditor could be varied.

A bondage *thet-kayit* is also found, in which the person hired the cow to plough the land and when the cow was stolen, he had to enter into bondage to compensate for the cow. In the *thet-kayit*, it is stated as follows:

*Thet-kayit* 1209, 10<sup>th</sup> Waxing day of *Pyatho*, Nga Kan Pei and his son Nga Tay of Ingyinbin Village said: We are in need of money to compensate the cow which is hired from Mi Phyu of Ngapyawaing Village and Nga Sote Chon who lives inside the town. The cow is stolen. Please buy me at 30 *kyat* coins on condition of "Shinmapwa Thaymasohn". If I cannot do like other persons, my son Nga Tar Tay and my younger brother Nga Kay will be replaced for my work. The request is made to Thugaung Ma Khaing. Accordingly, Ma Khaing bought him at 30 *kyat* coins; the witness is Mg Min, the draftsman is Pei Ta Lu and the writer is Nga Thar Oe.<sup>27</sup>

In the *thet-kayit*, it is found that the pledge was made to replace his son if the bondage person could not do the work. Such a kind of bondage loan can be seen only this contract in which the goodwill placed on the creditor by mortgagor can be seen vividly.

<sup>23</sup> *Thet-kayit* 1233, 4<sup>th</sup> Waxing day of Tagu(12 March 1872), *Thet-kayit* on paying back the half of the bondage loan of Mi Pyaw, *Parabaik* MS. No. 10

<sup>24</sup> *Thet-kayit* 1154, 12<sup>th</sup> Waxing day of Waso(30 July 1792), Bondage *thet-kayit* of Nga Hton, *Parabaik* No. 114

<sup>25</sup> *Thet-kayit* 1154, 3<sup>rd</sup> Waxing day of Nayon(23 May 1792), Bondage *thet-kayit* of Nga Nyo, *Parabaik* No. 114

<sup>26</sup> *Thet-kayit* 1172, 6<sup>th</sup> Waning day of Tabaung(14 March 1811), Bondage *thet-kayit* of Nga Thar Toke, *Parabaik* No. 114

<sup>27</sup> *Thet-kayit* 1209, 10<sup>th</sup> Waxing day of *Pyatho*(16 December 1847), Bondage *thet-kayit* of Nga Kan Pei, *Parabaik* No. 10

## Conclusion

When the bondage contracts of the town of Salin during the Konbaung Period are studied, it is found that males were put into bondage than the females. It is possible that the males are stronger than the females in physical building and males are suitable for any kind of works, for which the females were not suitable. Therefore, it can be deduced that the males were mostly put into bondage. In the majority of bondage contracts, the cause is not used to be mentioned. In every contract, the sentence “*Shinpwa Thay-sohn*” or *Shinmapwa Thay-ma- sohn*” is put into prescribe. In some bondage contracts, in order to make the creditor pleased, pledges are made. Time limitation is stated in the bondage contracts found during the reigns of King Mindon and King Thibaw. An extraordinary thing is that the bondage person did not live and work at the house of creditor and instead, he paid paddy or other things to the creditor as interest on the bondage loan.

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## References

### Primary Sources

#### *Parabaiks*

Salin Thugaung, *Parabaik* MS. No.10, 24,114,122, 325 ,Daw Ohn Kyi’s Collections

### Secondary Sources

#### Published Books in Myanmar

Sandimar (Salin), U, *Anyar Myay Shwe Salin* (Salin the land of upcountry), Yangon, Lin Lun Khin Sarpay, 2015

Toe Hla, Dr., “*Wun-Byei thomahok taik-kyan sai-ywa Ei Sipwa-yay-songet*” (Wun-Byei (or) Economic pivot of the ten excluded villages), *Sha Sha Phwe Phwe Sadan-mya*, published in honour of the 75th anniversary birthday of Dr. Than Tun, Yangon, , Thein Htaik Yatana Press, 1999



