

વસિયતનામું

મેં માન પહેલાં જે કંઈ પણ વસિયતનામાં કર્યાં હોય તે રદ ગણી
માને મારું છેલ્લું વસિયતનામું સમજવું.

મારી કંઈ પણ મિલકત છે જેમ હું માનતો નથી. પણ વ્યવહારમાં
કે કાયદામાં મારું જે મણાવું હોય, સ્વાધર કે જંગમ તથા મેં લખેલાં
અને હવે પછી લખાશે તે પુસ્તકો, લેખો, વગેરે છપાવેલાં કે નહિ છપાવેલાં
અને તેના તમામ કોપીરાઉટના હકકો, જે બધાના વારસા હું નવજીવન
સંસ્થાને- જે સંસ્થાનું ડેકલેરેશનનો ક્ર. ૨૪ મેં તથા શ્રી. મોહનલાલ મગનલાલ
બટ્ટે તા. ૨૬-૧૧-૧૯૨૬ ના રોક કરીને રજિસ્ટર કરાવ્યું છે તથા જે
સંસ્થાના હાલ શ્રી. વલ્લભભાઈ પટેલ, શ્રી. મહાદેવ હરિભાઈ
દેસાઈ તથા શ્રી. નરહરિ વારકાદાસ પરીખ, જે ટ્રસ્ટીઓ છે, તે નવજીવન
સંસ્થાને કરાવું છું.

સદરહુ પુસ્તકોના લેણાણમાંથી તથા તેના કોપીરાઉટના હકકો
માંથી જે કંઈ ચોખ્ખો નહોતો હોય તેના પચીસ ટકા મારા મરણ પછી
હરિજન સેવક સંઘને હરિજન સેવાને અર્થે નવજીવન સંસ્થાને પ્રતિવર્ષ આપવા.

મા વસિયતનામા મુજબ વ્યવસ્થા કરવા સારું હું બાઈ મહાદેવ
હરિભાઈ દેસાઈ તથા નરહરિ વારકાદાસ પરીખને મારા એક્ઝીક્યુટર
નીમું છું. એકની ગેરહાજરી - મરણ કે બીજા કારણથી - માં બીજાને
વ્યવસ્થા કરવાનો અધિકાર છે.

મહીકાંડા

૨૦-૨-૪૦

સાખ

P. J. Patel

આરેલાલ નરહર

૨૦-૨-૪૦

કિશોર દામ

કિશોરલાલ ધ. મશરવાલા

૨૦-૨-૪૦

મી. ૩. ૫. ૪૦

(સહી) મોહનલાલ કરમચંદ
માંધી

The declaration of Trust dated 26-11-1929 does not assign the copy-right in Gandhiji's writings. It only declares the objects of the trust.

The will dated 8-6-1937 appoints Harijan Seva (Seva is, I think, a mistake for Sevak) Sangh, --- Gandhiji's heir. By the language used, the Sangh is constituted the sole heir of all Gandhiji's property, moveable or immoveable.

A copy of another will supposed to be dated 19-2-1940 has been shown to me. I have no definite information whether this will has been duly executed that is to say, signed and attested as required by law. If it is not duly executed, it is inoperative. If it is a duly executed will, it revokes the previous will. Under the second will, Navajivan Trust as defined in the declaration of Trust dated 26-11-1929 is appointed sole heir of all Gandhiji's property, moveable as well as immoveable including the copyright in his works, articles etc., published or unpublished.

The deed of Assignment dated 25-7-1944 validly assigns to the Trustees of the Navajivan Trust "all the copyrights and all other rights throughout the world (including rights of translation, abridgement etc) in all his writings, articles etc. in the journals, books pamphlets etc. printed or to be printed and published and/or to be published by or under the authority of or for and on behalf of the said Navajivan Trust".

The documents also provides that "the Assignor doth hereby agree and confirm that the Trustees are and shall be entitled to and have and shall have all copyrights and other rights in all his writings articles books and booklets to be written and/or to be published hereafter". This documents effectively assigns the copyright in all Gandhiji's writings till then printed published or ready for printing and publication. The second part creates an equitable assignment of future writings etc. Such an equitable assignment is valid and can be enforced.

In my opinion the Deed of Assignment dated 25-7-1944 would cover copyright in all Gandhiji's writings except private correspondence and other writings not intended for publication. The intention and meaning of the operative part of the Deed of Assignment is to assign the copyright in all writings intended for publication. In my opinion, the language ^{used} ~~will~~ will not cover private correspondence and other writings not intended for publication. The copy right in such private correspondence and other writings will belong to the Navajivan Trust if the second will is validly executed and failing that, it will belong to the Harijan Sevak Sangh under the will dated 8-6-1937.

Dated this *third* day of March 1948.

(Sd.) M.C. Setalvad

Opinion:

AS COLLECTION

Messrs. Manchershaw B. Chothia & Co.,
Attorneys-at-Law.

TO ALL TO WHOM THESE PRESENTS SHALL COME I, BAL
GANGADHAR KHER, NOTARY PUBLIC, duly authorised, admitted
and sworn residing and practising at Bombay in the Empire
of India Do HEREBY CERTIFY that I was present at Panchgani
on the 25th day of July 1944 and that MOHANDAS KARAMCHAND
GANDHI (generally known as Mahatma Gandhi) the person named
in the Assignment dated the 25th day of July 1944 from
Mohandas Karamchand Gandhi to Sardar Vallabhbhai Patel hereto
annexed and marked "A" and whom I personally know, did acknow-
wledge to me of his having duly signed, sealed and delivered
the said assignment and the same as his act and deed delivered
in the presence of Pyarelal, Private Secretary to Mahatma
Gandhi and that the said Pyarelal also did acknowledge to me
that the said Mahatma Gandhi did sign, seal and deliver as his
act and deed, the said Deed of Assignment. AND the said Mahatma
Gandhi did acknowledge to me his signature subscribed by him
as the executing party and the said Pyarelal acknowledged to
me his signature subscribed by him as the attesting witness
thereto and I FURTHER CERTIFY that I also know and am acquainted
with the handwriting of Mahatma Gandhi and the said Pyarelal
and that the name and signature "M.K.Gandhi" set and subscribed

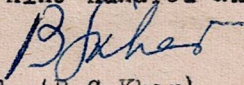
said Mohandas Karamchand Gandhi and that the name and signature

"PYARELAL" set and subscribed as the name of the witness

attesting the due execution thereof is of the proper hand-

writing of Pyarelal the subscribing witness thereto.

IN FAITH AND TESTIMONY WHEREOF I THE SAID
NOTARY, have hereunto set and subscribed
my name and affixed my seal of office at
Bombay aforesaid this 27 day of July one
thousand nine hundred and forty four.


Sd. (B.G. Kher)

Notary Public
BOMBAY.

AS COLLECTION

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GENERAL STAMP OFFICE:
Bombay, 22nd July 1944.

RECEIVED from Messrs. M.B.Chottia and Co. Solicitors, Bombay, stamp duty Rupees (0-12-0) nil and annas twelve only.

CERTIFIED under section 32 of Act No. II of 1899 that the full stamp duty Rupees (0-12-0) nil and annas twelve only, with which this instrument in chargeable has been paid.

Sd. 'A'
B.G.K. 27-7-44

Sd. Collector.

Adjudication fee Rupees 5/- paid.

THIS INDENTURE made at Panchgani this 25th day of July One thousand nine hundred and forty-four, Between MOHANDAS KARAMCHAND GANDHI Hindu Inhabitant of Sevagram, Wardha, aged about 75 at present residing at Panchgani hereinafter called "The Assignor" (which expression shall, unless it be repugnant to the meaning or context thereof, include his heirs, executors and administrators) of the one part and SARDAR VALLABHBHAI JHAVERBHAI PATEL and NARHARI DWARKADAS PARIKH, aged respectively about 69 and 53, both Hindu Inhabitants of Ahmedabad, the present Trustees under the Declaration of Trust dated 26th November 1929 hereafter referred to hereafter called the "Trustees" 'which expression shall, unless it is repugnant to the meaning or context thereof, include the survivor of them and their or his heirs, executors, administrators and assigns and other the Trustees or Trustee, for the time being as per the said instrument

other part.

WHEREAS, with a view to serve the public, the Assignor and others, forming a group of public workers started in Ahmedabad a Printing Press, known as the "Navajivan Mudranalaya" and acquired all rights from their former proprietors in the journals, "The Navajivan" and "Young India", and the said group of workers thus established the Printing Press and the journals as an Institution for public service, which started and conducted in course of time, further journals known as the "Hindi Navajivan", the "Harijan", the "Harijan Sevak", the "Harijan Bandhu", etc., and also a publishing house known as "Navajivan Prakashan Mandir", all of which (the Press, the journals and the Publishing House) were collectively called the Navajivan Institution (Sanstha) i.e. Trust.

AND WHEREAS, the said journals and other publications in the form of books, pamphlets etc. printed conducted and published by or under the authority of or in the name of the said Navajivan Trust (whether mentioned as the Navajivan Mudranalaya or the Navajivan Prakashan Mandir Navajivan Karyalaya or otherwise) and all the copy-rights (including rights of translation, abridgement, etc.) in all and every writing published therein were Ab Initio and have always continued to be of the proprietorship of the said Navajivan Trust:

AND WHEREAS, all the proprietors and rights as aforesaid, of the said Navajivan Trust were acquired and maintained in the name of some one of the Assignor's colleagues;

AND WHEREAS, the Assignor was only a Trustee in respect of all the property and rights (including the copy-right in all the writings whether written by the Assignor or others published in the journals and other publications, owned, conducted and/or published by the Navajivan Trust as aforesaid) vested Ab Initio and have continued to vest in the said Trust,

AND WHEREAS, the numerous writings articles, books, pamphlets etc., written by the Assignor from time to time and published by the said Navajivan Trust or Navajivan Prakashan Mandir or the Navajivan Mudranalaya (Press) or the Navajivan Karyalaya in the journals or in form of books, pamphlets or otherwise were so written for and on behalf of the said Navajivan Trust i.e. Navajivan Press or Navajivan Prakashan Mandir or Navajivan Karyalaya;

AND WHEREAS, the Assignor being only a Trustee in respect of all the properties and rights as aforesaid, made a declaration of Trust by a formal document dated 26th of November 1929 and registered with the Sub-Registrar of Ahmedabad under serial No.4904 of Book No. 1 on 27th November 1929;

AND WHEREAS, therefore, the copy-right throughout

the world, (including rights of translation, abridgement,

publication etc.) in all and every writing of the Assignor,

in the various journals as also in all books, pamphlets etc.,

printed conducted and published, from time to time by or under

the authority of the said Navaajivan Trust have vested ab initio

and continue to vest in the Navaajivan Trust;

AND WHEREAS, the Assignor has always believed that no

copy-rights in respect of any such writing of his as aforesaid

ever belonged to him, the same being vested and continuing to

vest in the said Navaajivan Trust for which the Assignor and his

co-workers were and have been working;

AND WHEREAS, notwithstanding the said Declaration of

Trust dated 26th November 1929 doubts have been cast on the

title of the Trustee to the copy-right in all such writings

of the Assignor;

AND WHEREAS, the Assignor is desirous of effecting

of setting such doubts at rest and of perfecting and confirming

at law if any such perfection and/or confirmation be deemed

necessary at law, the full and absolute title of the trustees of

the said Navaajivan Trust to the copy-rights and to all other

rights of the Assignor as author, in all his writings, articles

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AND WHEREAS, therefore the Assignor wishes to execute this deed ex majori cautela, without any consideration and for the sole purpose of perfecting and confirming the title of the Trustees, if there be any legal flaw or necessity of a legal deed of Assignment, for the legal title of the Trustees to the copy-rights as aforesaid,

AND WHEREAS, for the purposes of stamp duty the rights, if any of the assignor hereby intended to be assigned are valued at Re.1/-

NOW THIS INDENTURE WITNESSETH that in pursuance of the promises, the Assignor as trustee and legal owner hereby confirms having assigned and doth hereby assign unto the said Trustees, all the copy-rights and all other rights throughout the world (including rights of translation, abridgement etc.) in all his writings, articles, etc. in the journals, books, pamphlets etc. printed or to be printed and published and/or to be published by or under the authority of or for and on behalf of the said Navajivan Trust, And the Assignor doth hereby agree and confirm that the Trustees are and shall be entitled to and have and shall have all copy rights and other rights in all his writings, articles, books and booklets to be written and/or to be published hereafter, for the purpose mentioned in the said Declaration of Trust dated 26th November 1929 and

that the Trustees shall be entitled to take such steps as
they may consider necessary or proper in respect of any past,
present or future infringement of such copy-rights and other
rights.

IN WITNESS WHEREOF the Assignor hath hereunto set
his hands and seal the 25th day and year first herein above
written.

~~Sd. B.G.K.~~

SIGNED SEALED AND DELIVERED
by the withinnamed MOHANDAS
KARAMCHAND GANDHI in the
presence of

Pyarelal
Sd. Pyarelal

M.K. Gandhi

Sd. M.K. Gandhi

AS COLLECTION

DATED THIS 25TH DAY OF JULY 1944.

MOHANDAS KARAMCHAND GANDHI

to

SARDAR VALLABHBHAI JHAVERBHAI PATEL

AS COLLECTION

ASSIGNMENT