A

Collection of Treaties, Engagements and Sands Relating

to

India and Neighboring Countries

Vol . V

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A COLLECTION

OF

TREATIES, ENGAGEMENTS, & SUNNUDS,

RELATING TO

INDIA AND NEIGHBOURING COUNTRIES.

COMPILED BY

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VOL. V.,

CONTAINING

THE TREATIES, &c., RELATING TO HYDERABAD, MYSORE, COORG, THE MADRAS PRESIDENCY, AND CEYLON.

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پاران ايم ايڇ پنهور انسٽيٽيوٽ آف سنڌ اسٽڊيز، ڄامشورو.

PREFACE.

THE publication of the Fourth Volume of this Collection, containing the Treaties, &c., relating to Rajpootana and Central India, is unavoidably delayed. But the larger half of it is already in type, and the book will appear shortly.

In the meantime, as the volumes of the Collection have no necessary connection with each other, and are to a certain extent complete within themselves, it has not been thought necessary to postpone the publication of Volume V.

CALCUTTA,
15*th March* 1864.

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PART I.

TREATIES, ENGAGEMENTS, AND SUNNUDS

RELATING TO

HYDERABAD, MYSORE, AND COORG.

HYDERABAD.

From Malcolm's History of India and Reports by successive Residents.

THE fortunes of this family were founded by Kumr-ood-deen Assuf Jah, a distinguished soldier of the Emperor Aurungzeb, who in 1713 was appointed Nizam-ool-Moolk and Soubadar of the Deccan, but eventually threw off the control of the Delhi Court. Assuf Jah died in 1748, and was succeeded by his second son Naseer Jung, the eldest son Ghazee-ood-deen Khan holding high office at the Court of Delhi. The claims of Naseer Jung were disputed by Mozuffer Jung, his nephew, with the support of Dupleix, the Governor of the French settlements, who saw in the establishment through his influence of Mozuffer Jung as Soubadar of the Deccan, and of Chunda Sahib a claimant for the Nawabship of the Carnatic, a sure means of securing the ascendancy of the French in India. The support which Mozuffer Jung received from the French was, in those times, of itself sufficient reason to induce the English to lend their aid and influence to Naseer Jung. Mozuffer Jung fell into the hands of his uncle, by whom he was imprisoned, but in the following year, after the murder of Naseer Jung by Pathan rebels, he was released, and with the support of the French assumed the authority of Soubadar. After his accession Mozuffer Jung received into his service a body of French troops under command of Bussy,

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and assigned to the French large territories near Pondicherry, the province of Karikal, and the town and district of Masulipatam. He was soon after killed in a mutiny of his troops. His only son being a minor, Salabut Jung, the third son of Assuf Jah, was placed in power by the influence of the French, in gratitude for which Salabut Jung confirmed many of the privileges enjoyed by them, and assigned several districts in the Northern Circars for the pay and equipment of the French auxiliaries in his service.

On the outbreak of the war between France and England in 1756, the French were driven out of the Northern Circars by an English force. Salabut Jung, who had advanced to oppose the English, did not feel himself strong enough, without the aid of his French auxiliaries who had been recalled by Count Lally, to risk a battle, and was glad to conclude a Treaty (No. I.) granting Masulipatam and other districts to the English in enam, and binding himself to exclude the French from his dominions. The acquisitions of the British in the Northern Circars were confirmed by a Firman of the Emperor of Delhi in 1765, at the same time that the Dewanee of Bengal, Behar, and Orissa was obtained.

Salabut Jung was deposed in 1761 by his younger brother Nizam Ali, and died two years afterwards in prison. In 1765 Nizam Ali devastated the Carnatic but was driven back. At the same time an English force took possession of the Carnatic* in virtue of a Firman from the Emperor of Delhi. The Nizam was making active preparations for the continuance of hostilities, but the Madras Government, then labouring under pecuniary difficulties and alarmed at the prospect of a war, deputed General Calliaud to Hyderabad to negociate peace. The negociations resulted in a Treaty (No. II.) by which for the Circars of Ellore, Siccacole, Rajamundry, Moostafurnugger and Moortizanugger or Guntoor, the British Government agreed to furnish the Nizam with a subsidiary force when required, and to pay nine lakhs a year when the assistance of their troops was not required. The Nizam on his part engaged to assist the British with his troops. The Circar of Guntoor, which the Nizam had given in jaghire to his brother Bazalut Jung, was not to be taken possession of till the latter's death, except in the event of his creating disturbances in the Carnatic.

* See below; Carnatic.

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Under this Treaty a corps of two battalions joined the Nizam for the reduction of the fort of Bangalore in the possession of Hyder Ali, with whom the British Government was then on hostile terms; but it was soon withdrawn in consequence of the Nizam having treacherously deserted the British alliance and invaded the Carnatic in conjunction with Hyder Ali. The Nizam, however, was soon compelled to separate from Hyder, and in 1768 another Treaty (No. III.) was concluded between the British Government and the Nawab of the Carnatic on the one part and the Nizam on the other, by which the Nizam revoked all Sunnuds granted to Hyder Ali by the Soubadars of the Deccan, agreed to cede to the English the Dewanee of the Carnatic above the ghats which had been seized by Hyder Ali, on condition of their paying him seven lakhs of Rupees a year; not to interfere with the possessions of the Nawab of the Carnatic; and to accept a reduced payment for the Northern Circars. The engagement between the English and the Nizam mutually to assist each other with troops was altered into an agreement to furnish the Nizam on requisition with two battalions of sepoys with guns, on condition of the Nizam defraying their expenses, it being understood that the force was not to be employed against any person in alliance with the English.

In consequence of Bazalut Jung collecting French troops in Guntoor, it became necessary in 1774 to call on the Nizam to order their removal. No results followed the Nizam's orders. But in 1779 Bazalut Jung, threatened by Hyder Ali, craved the protection of the English and agreed with the Madras Government (No. IV.) to rent to them the Guntoor district, to dismiss the French troops, and to receive English troops adequate for the defence of the district. This engagement, which was concluded without reference to the Nizam, was considered by him to be a breach of the Treaty of 1768, and was disallowed by the Supreme Government. The district of Guntoor, which in the meantime had been transferred to the Nawab of the Carnatic on a ten years' lease, was restored to the Nizam's officers. The same unseemly acrimony which had characterized the discussions regarding the Treaty concluded by the Bombay Government with Ragoba in 1775 disgraced the discussion of this Treaty between the Supreme Government and the Government of Madras.

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In 1782 Bazalut Jung died, and the Guntoor Circar, which ought to have lapsed to the English, was retained by the Nizam's officers. In 1788 a Resident was sent to Hyderabad to demand restitution of the district and to adjust the tribute due to the Nizam, the payment of which had been allowed to fall into arrears. The demand for the restoration of Guntoor was complied with (No. V.); but the dispute regarding the arrears of tribute could not be adjusted at Hyderabad. It was by mutual consent referred to the decision of the Governor General, and Meer Abdool Cassim was deputed by the Nizam to Calcutta to represent his interests. After allowing for the revenues collected from Guntoor by the Nizam, the arrears due by the British Government were reduced to the sum of Rupees 9,16,665. The mission of Meer Abdool Cassim was productive of a new engagement (No. VI.) explanatory of the Treaty of 1768. By this engagement, which was in the form of a letter from Lord Cornwallis, but was declared to be as binding on the British Government as a regular Treaty, it was explained that the words in the 6th Article of the Treaty of 1768 "whenever the situation of affairs will allow of such a body of troops to march into the Deccan" should be understood to mean that the force engaged for by that Article should be granted whenever the Nizam should apply for it, provided that it should not be employed against any power in alliance with the British Government.

On the breaking out of the first war with Tippoo Sultan, Lord Cornwallis made every effort to secure the co-operation of the Nizam, by promising him full participation in the advantages which might result from the war. A Treaty of offensive and defensive alliance (No. VII.) was concluded with him on 4th July 1790. By this Treaty, to which the Peishwa was made a party, it was stipulated that the Nizam and the Peishwa should invade Tippoo's territories, and should furnish a contingent of 10,000 horse to be paid for by the British Government, that an equal division should be made of the territories conquered, that certain polygars and zemindars who had formerly been dependent on the Nizam and Peishwa should be placed on their former footing, and that if, after the conclusion of peace, Tippoo should attack any of the contracting parties, the others should join and punish him. On the termination of the war territories yielding an annual revenue of 13,16,000 Pagodas were made over to the Nizam as his share of the conquests.

HYDERABAD.

After the conclusion of peace Lord Cornwallis transmitted to Hyderabad and Poona proposals to reduce to a definite Treaty the mutual guarantee against Tippoo which had been stipulated for in the Treaty of 1791. But owing to the delay and evasions of the Peishwa, whose designs against Tippoo and the Nizam would have been frustrated by the engagements proposed, the conclusion of the Treaty was abandoned, although the Nizam had given his verbal consent to it.

At this time the Mahrattas revived a claim against the Nizam for arrears of chout and threatened hostilities if it was not satisfied. The Nizam applied to the British Government for aid, but Sir John Shore was precluded by the Treaties with the Mahrattas from interfering further than as a mediator. The war which broke out in 1795 terminated in the convention of Kurdla, by which the Nizam was compelled to cede to the Mahrattas territories yielding a revenue of thirty-five lakhs of Rupees, to pay three crores of Rupees, and to give his Minister Azim-ool-Omrah as a hostage for the fulfilment of these terms. Three-fourths of the territory ceded by the Nizam was afterwards recovered during the dissensions which followed the death of Madho Rao Peishwa.

The resentment created in the mind of the Nizam by the refusal of the British Government to aid him in his extremities, or to permit the subsidiary force to accompany him in the war, led him to entertain in his service a body of troops commanded by French officers, and to dismiss the British subsidiary force. Friendly relations with him were therefore threatened with rupture; but before matters came to a crisis the rebellion of his son, Ali Jah, compelled him to beg the return of the subsidiary force. The return of the Minister Azim-ool-Omrah from Poona was also favorable to British influence, and as the threatening attitude of Tippoo made a closer connection with Hyderabad desirable, a Treaty (No. VIII.) was concluded on 1st September 1798, by which the subsidiary force was made permanent and raised to six battalions costing Rupees 24,17,100 a year; the Nizam's French corps was to be disbanded; the British Government was to arbitrate between the Nizam and the Peishwa, or, in the event of the Peishwa not consenting to that arrangement, to protect the Nizam from any unjust and unreasonable demands of the Mahrattas.

On the outbreak of the second war with Tippoo in 1799, the subsidiary force and the Nizam's army co-operated with the British

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troops, and after the fall of Seringapatam the Nizam received by the partition Treaty of Mysore (No. IX.) districts yielding 6,07,332 Pagodas. To this were subsequently added two-thirds of the territories which were offered to, but rejected by, the Peishwa. The jealousy with which the Mahrattas viewed the operations against Tippoo, and the threatening attitude which they assumed, led the British Government to strengthen their connection with the Nizam, and a new Treaty (No. X.) was concluded with him on 12th October 1800, by which two battalions of infantry and one regiment of cavalry were added to the subsidiary force, and for the payment of the force the Nizam ceded all the territories he had acquired by the Mysore Treaties of 1792 and 1799, yielding about 17,58,000 Pagodas, subject to some exchanges to secure a well-defined boundary. The Treaty regulated the duties on which the subsidiary force was to be employed, secured the Nizam in the sovereignty of his dominions, prohibited his entering into political negociations with other States, and made the British Government the arbiter in his disputes with other powers. In consequence of the equivocal conduct of the Nizam in the first Mahratta war and the refusal of his officers to receive the wounded in the battle of Assaye into the forts of Dowlutabad and Daroor, an additional Article was added to the Treaty of 1800, requiring the contracting parties to admit the troops of either party into their forts when called upon.

In 1802 a Treaty (No. XI.) was concluded to improve the commercial relations between the British Government and Hyderabad, by limiting the duty on imports to 5 per cent. and regulating the manner in which it should be levied. With exception of the duties levied under this Treaty all transit duties have recently been abolished in the Nizam's dominions. Duties of every kind on grain have likewise been abolished and the prohibition which had formerly been put on the export of grain has been removed.

Nizam Ali died in 1803 and was succeeded by his son Sekunder Jah, who went through the farce of obtaining the confirmation of the Emperor of Delhi. On his accession all existing Treaties were confirmed (No. XII.). At the close of the Mahratta war the Nizam received by the partition Treaty of Hyderabad (No. XIII.), dated 28th April 1804, the cession of the Deccan territories conquered from Sindia and Nagpore. In 1808 died Meer Alim, the Nizam's able Minister and a sincere friend of

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the British Government. As it was essential to the maintenance of the alliance that the Nizam's Minister should be well disposed to the British, long and stormy discussions took place with the Nizam regarding the appointment of a successor. At last Moneer-ool-Moolk was appointed, but under an engagement to refrain from taking any active part in the affairs of the State, leaving the management to Chundoo Lall, who was entirely dependent on British influence for his elevation to power. The Nizam himself, whose sanity was doubted, lived a secluded life, and took no interest in the administration. Under Chundoo Lall the reform of the military establishments was commenced and a regular army disciplined by British officers was organized.

The Nizam's army proved of much service in the Pindaree and Mahratta wars in 1817, and after the overthrow of the Peishwa these services were recognized by the Treaty of 12th December 1822 (No. XIV.), whereby the Nizam received a considerable accession of territory, was released from all arrears of tribute which he owed to the Peishwa, and from all future demands of it, and some exchanges of territory were effected to secure a well-defined frontier. The Nizam was bound to protect the rights of the landholders in the districts made over to him; a stipulation which has led to constant and unpleasant discussions with his government. In 1847 a commission was appointed to enquire into all claims under this guarantee. The claims finally allowed amounted to Rupees 1,00,147.

Sekunder Jah died in 1829 and was succeeded by Naseer-ood-dowlah, with whom a Treaty (No. XV.) was concluded confirming all existing Treaties. During the latter years of Sekunder Jah's rule, the country had suffered much from the almost irresponsible administration of Chundoo Lall. The revenues of the State were farmed to contractors who were supreme in their several districts. As a consequence, the grossest oppression prevailed, and the disciplined force under British officers, which Chundoo Lall had organized, was repeatedly called out to repress local rebellion. The country was in the possession of robber bands and the roads were unsafe except for persons travelling with large armed escorts. For the restoration of order it became necessary to employ British officers in the different districts who settled the amount of revenue to be levied, and under their administration the

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country soon improved. The State moreover was deeply involved in debt both to merchants and to the British Government. The annual payments to the Nizam for the Northern Circars was bought up for a sum of Rupees 1,66,66,666, by which the Nizam's government was extricated from its difficulties.

When Naseer-ood-dowlah succeeded, he requested that the direct interference of the British officers in the administration might be discontinued. The Nizam's request was complied with. He was assured that, provided he maintained inviolate the settlements made by the British officers until the period for which they were made should expire, the British Government would withdraw from all interference, and the Nizam would be absolute both in the selection and removal of his Minister, and in all other matters of internal administration. The withdrawal of interference was immediately followed by the return of disorder and misrule. Every department of the government became disorganized, and the credit of the State was so bad that bankers refused to grant loans. Chundoo Lall therefore resigned the office of Minister on 6th September 1813.

For some months the Nizam endeavoured to transact business himself, but he at length, with the approval of the British Government, appointed as his Minister Suraj-ool-Moolk, son of the former Minister Moneer-ool-Moolk. In the meantime the pay of the contingent had fallen greatly into arrears, and advances had to be made from the British treasury. The Nizam however was distinctly informed in 1843, that in the event of further advances becoming necessary, a territorial security for the payment of the debt would be demanded. The contingent force owes its origin to the 12th Article of the Treaty of 1800, by which the Nizam agreed in time of war to furnish 6,000 infantry and 9,000 cavalry to co-operate with the British army. Although the Treaty gave the right only to an occasional use of the Nizam's troops, the practice was to require a certain portion to be maintained ready for service at all times whether in peace or war. Part of the Nizam's army was commanded by European officers. It had been in various ways reformed at the request of successive Residents, and particularly by Mr. Henry Russell in the years 1814 and 1816, and it was made subject to the Articles of War. Still the contingent was essentially a part of the Nizam's army. No

efforts were made to pay off the debt on account of the contingent either by Suraj-ool-Moolk or by his successors in office, Amjad-ool-Moolk and Shums-ool-Omrah, who were appointed in 1848 and 1849 with the approval of the British Government. In 1849 a demand was made for the payment of the debt by 31st December 1850. No steps were taken for payment, and in 1851 a territorial cession was demanded to liquidate the debt, which now amounted to upwards of Rupees 78,00,000. A payment of Rupees 40,00,000 was at once made, and the appropriation of the revenues of certain districts was promised to meet the remainder. The demand for a territorial cession was therefore withdrawn. But no real improvement followed. The Resident was again obliged to make advances for the payment of the contingent, and in 1853 the debt had again risen to upwards of Rupees 45,00,000.

Some new arrangement was absolutely necessary. Therefore in 1853 a new Treaty (No. XVI.) was concluded with the Nizam, by which the British Government agreed to maintain an auxiliary force of not less than 5,000 infantry, 2,000 cavalry, and four field batteries of artillery; and, to provide for its payment and for certain pensions and the interest on the debt, the Nizam ceded in trust districts yielding a gross revenue of fifty lakhs of Rupees, it being agreed that accounts should be annually rendered to the Nizam, and that any surplus revenue which might accrue should be paid to him. By this Treaty the Nizam, while retaining the full use of the subsidiary force and contingent, was released from the obligation of furnishing a large force in time of war, and the contingent ceased to be part of the Nizam's army and became an auxiliary force kept up by the British Government for the Nizam's use.

Naseer-ood-dowlah died in 1857 and was succeeded by his eldest son Afzul-ood-Dowlah, the present Nizam. During the mutinies of 1857 the maintenance of order at Hyderabad was important for the success of the military operations in the Deccan and Central India. The hopes of the disaffected were excited by the succession of a new Chief, and on 17th July an attack was made on the Residency. It was repulsed. The efforts of the Resident to preserve order were ably seconded by the Nizam's intelligent Minister Salar Jung, nephew of Suraj-ool-Moolk, who was appointed with the approbation of the British Government on his uncle's death in 1853. Salar Jung, by his enlightened policy and the

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abolition of the system of farming the revenues, has done much for the improvement of the country and the suppression of the plundering Rohillas who have so long disturbed the peace.

The provisions of the Treaty of 1853, which required the submission of annual accounts of the Assigned Districts to the Nizam, were productive of much inconvenience and embarrassing discussions. Difficulties had also arisen regarding the levy of the 5 per cent. duty on goods under the commercial Treaty of 1802. To remove these difficulties and at the same to reward the Nizam for his services in 1857, a new Treaty (No. XVII.) was concluded in December 1860, by which the debt of fifty lakhs due by the Nizam was cancelled; the territory of Shorapore which had been confiscated for the rebellion of the Rajah was ceded to the Nizam; and the districts of Dharaseo and the Raichore Doab were restored to him. On the other hand the Nizam ceded certain districts on the left bank of the Godavery, traffic on which river was to be free from all duties; and agreed that the remaining Assigned Districts in Berar, together with other districts making up a gross revenue of Rupees 32,00,000, should be held in trust by the British Government for the purposes specified in the Treaty of 1853; but that no demand for accounts of the receipts or expenditure of the Assigned Districts should be made. It was the object of the British Government to obtain the sovereignty of the Assigned Districts, so as to administer them through any agency it pleased; but to this the Nizam could not be prevailed on to consent. The Treaty of 1860 does not affect the duties levied on goods imported into or exported from the Nizam's territories. These remain as before at 5 per cent., except on salt, on which the Nizam is allowed to take a higher duty as an offset to the duty levied by the British Government on opium grown in Hyderabad. Two estates held by relatives of the late Rajah of Shorapore, and life pensions to the widows amounting to Rupees 26,800 a year, are guaranteed by the British Government.

Owing to a misunderstanding between the Nizam and his Minister, the Nizam resolved in 1861 to remove Salar Jung from office, notwithstanding the remonstrances of the Resident. But the British Government refused to give countenance to the dismissal of a Minister who had so admirably discharged the duties of his office, and reminded the Nizam that no ruler, whatever his power or capacity for governing, can afford to

dispense with an able and faithful Minister, and that the Nizam's proceedings would be viewed as anything rather than as a proof of wisdom and justice. Salar Jung was maintained in office.

The Nizam has been created a Knight of the Most Exalted Order of the Star of India. In 1861 he conferred (No. XVIII.) on the Resident authority to inquire into and punish offences committed by Europeans and others in the Hyderabad territory. The chief if not the only practical value of this Sunnud consists in the proof it affords that the Nizam distinctly consents to the trial of such offences by the British Government and waives all claim to have them tried in his own Courts. But the Sunnud of itself does not vest the Resident with power to try and sentence British subjects for offences committed in the Nizam's territories. The British Government alone can confer such power. The practice of the Resident therefore is to act on the Sunnud only to the limited extent of transmitting such offenders to a Court in British territory for trial.

The Nizam has received a guarantee (No. XIX.) that any succession to his State, which may be in accordance with Mahomedan law and the customs of his family, will be recognized.

The area of the Hyderabad territory is 95,337 square miles and the population 10,666,080. The only feudatory of the Nizam is the Rajah of Gudwal, who is independent in his internal administration so long as he pays an annual tribute of Rupees 1,15,000.

No. I.

Treaty with the Nizam, 1759.

A copy of Requests made by Colonel Forde to Nawab Salabut Jung, and his compliance thereto, in his own hand.

The whole of the Circar of Masulipatam, with eight districts, as well as the Circar of Nizampatam, and the districts of Condavir and Wacalmanuer, shall be given to the English Company as an enam (or free gift), and the Sunnuds granted to them in the same manner as was done to the French.

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The Nawab Salabut Jung will oblige the French troops which are in his country to pass the river Ganges within fifteen days; or send them to Pondicherry, or to any other place out of the Deccan country, on the other side of the river Kistna; in future he will not suffer them to have a settlement in this country, on any account whatsoever, nor keep them in his service, nor assist them, nor call them to his assistance.

The Nawab will not demand or call Gauzepetty Rauze to an account for what he has collected out of the Circars belonging to the French, nor for the computation of the revenues of his own country, in the present year; but let him remain peaceable in it in future, and according to the computation of the revenues of his country before the time of the French, agreeable to the custom of his grandfather and father, and as was then paid to the Circar, so he will now act and pay accordingly to the Circar, and if he (the Rajah) does not agree to it, then the Nawab may do what he pleases. In all cases the Nawab will not assist the enemies of the English nor give them protection.

The English Company, on their part, will not assist the Nawab's enemies nor give them protection.

Dated Moon Ramadan, the 16*th Hegira,* 1172, *which is the* 14*th of May* 1759.

I swear by God and his Prophet, and upon the holy Alcoran, that I with pleasure agree to the requests specified in this paper, and shall not deviate from it even an hair's breadth.

Firmaun from the Mogul for the Northern Circars, 1765.

In these happy times, our Firmaun, full of splendor and worthy of obedience, is descended, purporting, that whereas Salabut Jung Bahadoor, Soubadar of the Deccan, conferred the Circar of Siccacole, &c., on the French Company, and that in consequence of its not being confirmed by us, either by Firmaun or otherwise, the high, mighty, glorious Chiefs of the Khans, chosen of the Omrahs, Sepoy Sirdars, truly faithful, worthy of receiving favors and obligations, our invariable and never-failing friends and well-wishers, the English Company (having

sent a large force for that purpose) did expel the French therefrom; we, therefore, in consideration of the fidelity and good wishes of the above high, mighty, &c., &c., English Company, have, from our throne, the basis of the world, given them the aforementioned Circars, by way of enam or free gift (without the least participation of any person whatever in the same), from the beginning of the Fussul of Tuccancooul, in the year of Phasely 1172, equal to the month of April, 1762; it is incumbent, therefore, on you, our sons, Omrahs, Viziers, Governors, Mootsuddees, for the affairs of our Dewanship, Mootecophils, for those of our kingdom, jaghiredars, and karorees, both now and hereafter, for ever and ever, to use your endeavours in the strengthening and carrying into execution this our most high command, and to cede and give up to the abovementioned English Company, their heirs and descendants, for ever and ever, the aforesaid Circars, and esteeming them likewise free, exempt, and safe from all displacing or removal, by no means whatever either molest or trouble them on account of the Dewan's office or those of our Imperial Court.

Looking upon this high Firmaun as an absolute and positive order, obey it implicitly.

Dated the 24th of the moon Sophar, in the sixth year of our reign, equal to the 12th of August, 1765.

Forms made use of on the back of the Firmaun.

From the Secretary setting forth that His Majesty had been pleased to sign a petition (supposed to be from the Company) of the same date as the Firmaun, directing that whereas Salabut Jung Bahadoor, Soubadar of the Deccan, conferred the Circar of Siccacole, &c., on the French Company, and that in consequence of its not being confirmed by His Majesty, either by Firmaun or otherwise, the high, mighty, &c., &c., English (having sent a large force for that purpose) did expel the said French therefrom; His Majesty, therefore, in consideration of the fidelity of the aforesaid English Company, has given them (without the participation of any person whatever in the same) the above-mentioned Circars by way of enam or free gift,

Then follow two orders from the Mogul; the first supposed to be in his own hand, addressed to his son, Mirza Mahomed Akbur Shah Bahadoor, telling him

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to comply with the contents of this Firmaun; the other directing that the English Company be under his son's command or in his Ressaula.

Nos. I. & II.

The whole attested, under Kazzi Inauyet Khan's seal, to be a true copy from the original.

No. II.

Treaty with the Nizam, 1766.

A Treaty of perpetual honour, favor, alliance, and attachment, between the great Nawab, high in station, famous as the sun, Nawab Ausuph Jah Nizam-ool-Moolk Nizam-ud-Dowlah Meer Nizam Ally Khan Bahadoor Phutta Jung Sepoy Sirdar, and the Honourable English East India Company: signed, sealed, and ratified, on the one part, by His Highness the said Nawab; and on the other by John Calliaud, Esq., Brigadier General, invested with full powers, on behalf of the said Company. Done at Hyderabad, the 9th of the Moon Gemace-dussuny, in the year of Hegira 1180, equal to the 12th of November, 1766.

Article 1.

The two contracting parties do, by virtue of this Treaty of honour, favor, alliance and friendship, solemnly engage a mutual assistance to esteem the enemies of one the enemies of both, and contrariwise, the friends of one the friends of the other.

Article 2.

The Honourable English East India Company, in return for the gracious favors received from His Highness, consisting of Sunnuds for the five Circars of Ellour, Siccacole, Rajahmundry, Moostafurnugger and Moortizanugger, expressing the free gift thereof on them and their heirs, for ever and ever, do hereby promise and engage to have a body of their troops ready to settle the affairs of His Highness's government in everything that is right and proper, whenever required; provided that they be at liberty to withdraw the whole, or such part thereof as they shall judge proper, whenever either the safety of their own settlements and possessions, or the peace and tranquillity of the Carnatic, be the least endangered: in case of falling out of which circumstances (which God forbid) they do promise and engage to give the most timely notice thereof to His Highness in their power.

ARTICLE 3.

The Honourable English East India Company do further engage and promise, that in whatever year the assistance of their troops shall not be required, they will pay to His Highness, as a consideration for the free gift of the above-mentioned five Circars, for ever and ever, the following sums, by kists, as specified in the 8th Article of this Treaty, *viz.*, for the three Circars of Rajahmundry, Ellour and Moostafurnugger, five lakhs of Rupees; and for those of Siccacole and Moortizanugger, as soon as they are in their hands, and the settling the same is well effected, two lakhs each; in all nine lakhs of Rupees per annum.

ARTICLE 4.

The reduction of the Siccacole Circar, by the blessing of God, the Company will effect as soon as possible; but that of Moortizanugger, in consideration of His Highness having, by former agreements, given it to his brother Bazalut Jung as a jaghire, the Honourable English East India Company do promise and engage not to take possession of until it be His Highness's pleasure, or until the demise of his said brother; but to prevent all future disputes and difficulties that may hereafter arise concerning the same, the aforesaid Company do further explain their intentions in the following Article :—

ARTICLE 5.

As the Circar of Moortizanugger borders on that of Nizampatam and the country of the Carnatic, which by virtue of the former and present Treaties and alliances, the aforesaid Company are bound to maintain and protect in all its extent, therefore in case the said Bazalut Jung, his Agents or dependants, should cause any disturbances to the prejudice thereof, it is hereby agreed on by both parties that the aforesaid Company shall then have it in their power to take immediate possession of that Circar.

ARTICLE 6.

As, by the tenor of the second Article of this Treaty, the aforesaid Company have engaged to furnish a body of troops to be ready to march to the assistance of His Highness, it is agreed on by both parties that

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the expenses thereof shall be paid in the following manner, to wit, if the expense of the number of troops His Highness may require should fall short of the sum of the five lakhs of Rupees mentioned to be paid for the three Circars of Rajahmundry, Ellour, and Moostafurnugger, the Company will account to His Highness for what balance may remain due; and in case of its exceeding the above-mentioned sum, the aforesaid Company do hereby engage themselves to be answerable for the payment of the remainder. The same agreement, in like manner, to hold good for the sums stipulated to be paid for the two Circars of Siccacole and Moortizanugger, when settled.

ARTICLE 7.

In consideration of the fidelity, attachment, and services of the aforesaid Company, and the dependence His Highness has upon them, his said Highness, out of his great favor, does hereby entirely acquit the above-mentioned Circars of all arrears and demands, down to the present date of these writings.

ARTICLE 8.

In case the assistance of the Honourable Company's troops is not required, the annual stipulated sum, expressed in the third Article of this Treaty, the aforesaid Company do engage to pay, in three kists, after the following manner, and to give Soucar security for the same, *viz.*, the first payment the 31st of March; the second the 30th of June; and the third the 31st of October.

ARTICLE 9.

Whenever His Highness goes into winter quarters, and the troops of the other Sirdars have leave for that purpose, those of the aforesaid Company shall have leave also to depart to their own country.

ARTICLE 10.

His Highness engages to give as early notice as possible, not less than three months, of the service in which he will require the assistance of the troops of the aforesaid Company, that they may have

timely notice to make the necessary preparations, and that the number of troops sent may be sufficient for the service required of them, of which the aforesaid Company are to be left the entire and sole judges; and as the success of all expeditions depends much upon secrecy in council, both parties do hereby engage themselves not to reveal any such designs as they may communicate to each other until everything on both sides is ready for execution.

ARTICLE 11.

The Honourable English East India Company, in consideration of the diamond mines, with the villages appertaining thereto, having been always dependent upon His Highness's government, do hereby agree that the same shall remain in his possession now also.

ARTICLE 12.

His Highness, in order to convince the whole world of the great confidence and trust he reposes in the English nation, agrees and consents that the fort of Condapillee shall be entirely garrisoned by the troops of the aforesaid Company; in consideration of which the aforesaid Company do hereby agree and consent likewise that there be a killadar therein on the part of His Highness, and that the usual jaghire annexed to the killadarry shall be ceded to him.

ARTICLE 13.

In virtue of this Treaty of mutual favor, alliance, and friendship, between the two contracting parties, His Highness promises and engages to assist the aforesaid Company with his troops when required; reserving to himself the same liberty of withdrawing the whole, or any part thereof, in the same manner as is expressed, for the aforesaid Company, in the second Article of this Treaty, whenever the same shall become necessary.

ARTICLE 14.

In virtue of the above Treaty of favor, alliance, and friendship, both parties do mutually and solemnly engage to the punctual and strict observance of all and every one of the above-mentioned Articles, that from this time all doubts and suspicions shall cease between them, and in

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their room a perpetual, just, and sincere confidence be established, so that the great affairs of the Deccan government, and the business of the Company may increase every day in honour, riches, and happiness, from generation to generation.

In confirmation of which, His Highness, on the one part, and John Calliaud, Esquire, Brigadier General, invested with full powers from the English Company, on the other, have hereunto affixed their hands and seals.

Dated in Hyderabad the 9th of the moon Gemace-dussuny, in the year of the Hegira 1180, *equal to the* 12*th of November* 1766.

TRANSLATION of a SUNNUD, under the seal of NIZAM ALLY KHAN for the five Circars.

Be it known to the deesmookees, deespondees, mucuddems, husbandmen, and inhabitants of the Circars of Rajahmundry, Ellour, Moostafurnugger, Siccacole and Moortizanugger, belonging to the Soubaship of Hyderabad, that out of our great favor and goodess, from the 9th of the moon Gemace-dussuny, in the year of Phasely 1176, equal to the 12th of November 1766, the whole of the said Circars (the jaghire of the Moostafurnugger, *alias* Condapillee fort, and the usual villages appertaining to the diamond mines excepted) are now given to and conferred upon the European English Company, by way of enam, or free gift, for ever and ever, agreeable to their petition signed by us; in return for which, they the English Company are to pay the annual sum of nine lakhs of Rupees, and to stand to all sebbendy charges, and whatever earthly or heavenly mischances may happen: you, therefore, our abovementioned deesmookees, &c., are hereby required, with contented minds, to live in obedience to the above Company's deputies, and to pay the proper revenues at the fixed and stated times.

Looking upon this as a positive order, obey it accordingly.

Dated the 9th of the moon Gemace-dussuny, in the year of the Hegira 1180, *equal to the* 12*th of November* 1766.

TRANSLATION of a DISCHARGE, under the seal of NIZAM ALLY KHAN, to OMDET-OOL-MOOLK SERAJAH DOWLAH ANNEVERDEEN KHAN BAHADOOR MOONSOOR JUNG, Foujdar of the Carnatic Payen Gaut, from the Borders of the Palnaud country to the further extremity of those of the Malavar country, and to the sons and heirs of the said Omdet-ool-Moolk Bahadoor.

In consideration of the fidelity and attachment the said Omdet-ool-Moolk Bahadoor has promised and engaged to my Court by the means of General Calliaud, and in return for the sum of five lakhs of Rupees (agreeable to the petition hereunto mentioned, countersigned by us) this discharge is now given to him, the said Omdet-ool-Moolk, his sons and heirs, for the whole of the above-mentioned countries, as well the past, present, as the future also.

TRANSLATION of the PETITION supposed to be presented by OMDET-OOL-MOOLK BAHADOOR'S Vakeel.

In consequence of the fidelity and attachment Omdet-ool-Moolk Bahadoor has promised and engaged to your Highness's Court by the means of General Calliaud, I beg leave to hope that, in return for the sum of five lakhs of Rupees, a discharge for the past, present, and future may be given to him (the said Omdet-ool-Moolk Bahadoor), his sons and heirs, for the Carnatic, from the borders of the Palnaud country to the further extremity of those of the Malavar country.

Dated the 9th of the moon Gemace-dussuny, in the year of the Hegira 1180, *equal to the 12th of November* 1766.

TRANSLATION of an OBLIGATION given to HIS HIGHNESS NIZAM ALLY, by GENERAL CALLIAUD on the part of the NAWAB SERAJAH DOWLAH.

Whereas evil-minded people have taken great pains, by false representations and otherwise, to instil doubts and suspicions into His Highness's mind regarding Omdet-ool-Moolk Serajah Dowlah Anneverdeen Khan Bahadoor; in order, therefore, to prevent all causes for the same in future, and strengthen and establish, in the strongest manner,

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the alliance, attachment, and fidelity, between His Highness the said Omdet-ool-Moolk Bahadoor and the English Company, I, John Calliaud, Esq., Brigadier General, do hereby promise and engage, on the part of the said Omdet-ool-Moolk Bahadoor, that he will do nothing prejudicial to the interests of His Highness, or contrary to the friendship and alliance by the means of the said Company now happily established between them, for the true and just performance of which the aforesaid Company do hereby become securities.

Given at Hyderabad, the 11*th of the moon Gemace-dussuny, in the year of the Hegira* 1180, *equal to the* 14*th of November* 1766.

TRANSLATION of an OBLIGATION given to HIS HIGHNESS NIZAM ALLY, by GENERAL CALLIAUD, on the part of the NAWAB SERAJAH DOWLAH.

I, John Calliaud, Esq., Brigadier General, do hereby promise and engage, on the part of Omdet-ool-Moolk Serajah Dowlah Bahadoor, that agreeable to the terms which His Highness has done for him, he, the said Omdet-ool-Moolk Bahadoor, one month after my arrival at Madras, shall pay into the hands of Soucars, for the use of his said Highness, the sum of five lakhs of Rupees, for the performance of which the Company are hereby made securities.

Dated at Hyderabad, the 11*th of the moon Gemace-dussuny, in the year of the Hegira* 1180, *equal to the* 14*th of November*. 1766.

No. III.

TREATY of perpetual friendship and alliance, with the Nawab of the Carnatic and the Soubah of the Deccan, 1768.

A TREATY of perpetual friendship and alliance made and concluded at Fort St. George, between the Honourable United Company of Merchants of England trading to the East Indies, in conjunction with the NAWAB WOLAU JAH OMDET-OOL-MOOLK UMMEER-OOL-HIND SERAJAH DOWLAH ANNEVERDEEN KHAN BAHADOOR MOONSOOR JUNG, Sippa Sirdar of the Carnatic Payen Gaut, on the one part, and the great Nawab high in station, AUSUPH JAH NIZAM-OOL-MOOLK MEER NIZAM ALLY KHAN BAHADOOR PHUTTAH JUNG SIPPA SIRDAR, Soubah of the Deccan, on the other part; by the HONOURABLE CHARLES BOURCHIER, Esq., President and Governor of Fort St. George, and the Council thereof, on behalf of the said English East India Company; the Nawab Wolau Jah Omdet-ool-Moolk, on behalf of himself, as Nawab of the Carnatic; and the Nawab Reeun-ood-Dowlah Dewan, invested with full powers, on behalf of the said Nawab Ausuph Jah Nizam-ool-Moolk, his heirs and successors, as Soubah of the Deccan. Done on the 23rd day of February in the year 1768 of the Christian era, and on the 4th of the moon Shevaul, in the year of the Hegira 1181.

Whereas, on the 12th of November, in the year of the Christian era 1766, or on the 9th of the moon Gemace-dussuny in the year of the Hegira 1180, a Treaty was concluded at Hyderabad by and between General John Calliaud, invested with full powers, on behalf of the English East India Company, and the Nawab Ausuph Jah Nizam-ool-Moolk, &c., on behalf of himself, as Soubah of the Deccan, with a design to establish an honourable and lasting friendship and alliance between the two contracting powers; and whereas, some misunderstandings have since arisen, which have perverted the intent of the said Treaty, and kindled up the flames of war; now be it known to the whole world, that the before-mentioned Nawab Ausuph Jah and the English Company, with the Nawab Wolau Jah, have entered into another Treaty of the strictest friendship and alliance, on the following conditions :—

ARTICLE 1.

The exalted and illustrious Emperor of Hindostan, Shah Allum Padtcha, having, out of his gracious favor and in consideration of the attachment and services of the English East India Company, given and

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granted to them for ever by way of enam, or free gift, the five Circars of Moostafurnugger, Rajahmundry, Siccacole, Moortizanugger, or Condavir, by his royal Firmaun, dated the 12th of August, 1765, or on the 24th of the moon Suphier, in the 6th year of his reign; and the Nawab Ausuph Jah Nizam-ool-Moolk, as Soubah of the Deccan, having by the second and third Articles of the aforementioned Treaty, ceded and surrendered by Sunnuds, under his hand and seal, to the English East India Company for ever the aforementioned five Circars, it is now further acknowledged and agreed by the said Ausuph Jah Nizam-ool-Moolk, Soubah of the Deccan, that the said Company shall enjoy and hold for ever, as their right and property, the said five Circars, on the terms hereafter mentioned.

ARTICLE 2.

By the aforementioned Treaty of Hyderabad it was stipulated, that the Nawab Ausuph Jah having given the Circar of Moortizanugger, as a jaghire, to his brother the Nawab Ummeer-ool-Omrah, Soujah-ool-Moolk, Bahadoor Bazalut Jung, the Company should not take possession of the said Circar till after the death of Bazalut Jung, or till he broke the friendship with the said Company by raising disturbances in the country of Nizampatam or the Carnatic; and though the Company might justly claim a right to take possession of the said Circar, from the late conduct of Bazalut Jung, yet in consideration of their friendship for Ausuph Jah and his family, and that they may not distress his affairs by obliging him to provide his brother Bazalut Jung with another jaghire, the Company do agree and consent that Bazalut Jung still hold the Circar of Moortizanugger, on the aforesaid conditions, or till it be the pleasure of Ausuph Jah that the Company should take possession thereof; provided that the said Bazalut Jung returns immediately to his own country of Adony, and neither keeps with nor receives from Hyder Naique any vakeel or correspondence, but lives in peace and harmony with the English Company and the Nawab Wolau Jah, and gives no protection or assistance whatever to the said naique, or any of his people, nor any other enemies of the Company, or the Nawab Wolau Jah: but if this Article shall at any time be infringed, the Company shall be at liberty by virtue of this Treaty to take possession of and keep the Circar of Moortizanugger in

the same manner as the other four, and the Nawab Ausuph Jah engages to assist them therein with his troops, if necessary.

ARTICLE 3.

The fort of Condapillee with its jaghire shall for ever hereafter remain in possession of the English Company, and be garrisoned with their troops, under their own officers only, notwithstanding anything to the contrary stipulated in the twelfth Article of the Treaty of Hyderabad.

ARTICLE 4.

Narraindoo, one of the zemindars of the Circar of Siccacole, having lately raised disturbances in the Itchapore country, and refused (as he alleges, in conformity to the Nawab Ausuph Jah's orders) to pay his rents, or obedience to the Company, the Nawab Ausuph Jah agrees, on the signing and exchange of the present Treaty, to write letters not only to Narraindoo but to all the zemindars in the Circars of Ellour, Moostafurnugger, Rajahmundry, and Siccacole, acquainting them that they are in future to regard the English Company as their sovereign, and to pay their rents and obedience to the said Company, or their deputies, without raising any troubles or disturbances. The Nawab Ausuph Jah further agrees that he will not in future encourage or protect, in raising troubles or disobedience, any zemindars, renters, or servants of the English Company, or the Nawab Wolau Jah, who on their parts engage the same to His Highness Ausuph Jah.

ARTICLE 5.

It has been the constant desire and endeavour of the English Company and the Nawab Wolau Jah to preserve their possessions in peace, and to live on terms of friendship with the Soubah of the Deccan: they still desire to do the same; and though the operations of war have lately obliged the Company to send their troops towards Hyderabad, and to take possession of the Circars of Commamet and Worangole, yet, as a proof of their friendship for the Nawab Ausuph Jah, &c., Soubah of the Deccan, on the signing and exchange of this Treaty,

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the Company's troops shall be recalled to the fort of Commamet, from whence they shall also retire into their own Circars, so soon as the Soubah with his army has crossed the Kistna, leaving the fort of Commamet to the Soubah's deputy. And, as a further proof of the Company's sincere desire to preserve a friendship with the Soubah of the Deccan, they agree to bury in oblivion what is past, and to pay him annually for the space of six years, to be computed from the 1st of January 1768, or the 10th of the moon Shibaun, in the year of the Hegira 1181, the sum of two lakhs of Arcot Rupees, at Madras or Masulipatam, that is to say, one lakh on the 31st of March, and also one lakh on the 31st of October, or two lakhs every year, and one lakh more at each of these periods, whenever the Circar of Condavir is put into the Company's possession. The Company moreover promise, that if they peaceably possess the Circars during the aforesaid term of six years and the Soubah gives them no trouble, they will pay annually, from the 1st of January 1774, the sum of five lakhs, in two equal payments, as before expressed, or of seven lakhs, if Condavir be then in their possession; but in case the Soubah, or the Mahrattas by his instigation, should invade the Circars or Carnatic, or they, or any other power should conquer the Circars from the English Company, the payment of the said sums shall be suspended till peace and the Circars are restored to the Company.

ARTICLE 6.

It was stipulated in the former Treaty made at Hyderâbad that the Company and the Soubah should mutually assist each other with their troops when required, and their own affairs would permit; but it being apprehended at present that such an agreement may subject both parties to difficulties, and that misunderstandings may arise on that account, it is now agreed only that a mutual peace, confidence, and friendship, shall subsist for ever between the English Company, His Highness Ausuph Jah, and the Nawab Wolau Jah; the enemies of either shall be regarded as the enemies of the other two powers, and the friends of either be treated as the friends of all; and in case any troubles should arise, or any enemies invade the countries under the government of either of the contracting parties, the other two shall give no countenance or assistance to such enemies or invaders. The Company and the

Nawab Wolau Jah, willing, however, to show their voluntary attachment to the Soubah, will always be ready to send two battalions of sepoys and six pieces of artillery, manned by Europeans, whenever the Soubah shall require them and the situation of their affairs will allow of such a body of troops to march into the Deccan, provided the Soubah pays the expense during the time that the said troops are employed in his service.

ARTICLE 7.

The exalted and illustrious Emperor, Shah Allum, having been pleased, out of his great favour and high esteem for the Nawab Wolau Jah, to give and grant to him and his eldest son, Meyen-ool-Moolk Omdet-ool-Omrah, and their heirs, for ever, the government of the Carnatic Payen Gaut and the countries dependent thereon, by his royal Firmaun, bearing date the 26th of August 1765, or the 27th of the moon Zuphur, in the sixth year of the said Emperor's reign; and the Nawab Ausuph Jah Nizam-ool-Moolk, &c., having also, out of his affection and regard for the said Nawab Wolau Jah, released him, his son Meyen-ool-Moolk, &c., and their heirs, in succession, for ever, from all dependence on the Deccan, and given him a full discharge of all demands, past, present, and to come, on the said Carnatic Payen Gaut, by a Sunnud, under his hand and seal, dated the 12th of November, 1766; in consideration of the said Nawab Wolau Jah having paid the Soubah five lakhs of Rupees, it is now agreed and acknowledged by the said Ausuph Jah Nizam-ool-Moolk that the said Nawab Wolau Jah, and after him his son Meyen-ool-Moolk and their heirs in succession, shall enjoy for ever as an ultumgah, or free gift, the government of the Carnatic Payen Gaut, in the fullest and amplest manner, the said Nawab Ausuph Jah promising and engaging not to hold or keep up any kind of correspondence with any person or persons in the said Carnatic Payen Gaut or in the Circars before and now ceded to the English Company, except the said Nawab Wolau Jah or the said English Company, by the means of their President and Council of Madras, who, on their part, in conjunction with the said Nawab Wolau Jah, engage likewise not to hold or maintain any correspondence with any person or persons in the Deccan, except the Nawab Ausuph Jah, his Dewan, and the securities whose names are hereunto subscribed.

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ARTICLE 8.

The Nawab Ausuph Jah, out of his great regard and affection, and from other considerations, having been pleased to grant and confer on the Nawab Wolau Jah, and his eldest son Meyen-ool-Moolk Omdet-ool-Omrah, several Sunnuds, *viz.*—

An ultumgah Sunnud for the whole of the Carnatic.

An ultumgah Sunnud for the whole of the pergunnah of Imungundela, with the Gudda of Ghunpoora.

An ultumgah Sunnud for the whole of the villages of Cathasera, &c.

An ultumgal. Sunnud for the killedarry of the fort of Colaur.

An ultumgah Sunnud for the whole of the district of Sonedaupe; and a full and ample Sunnud, containing a discharge for all demands, past, present, and future, on account of the Carnatic, &c.

It is hereby agreed that all and every one of these Sunnuds shall be regarded equally binding with any other Article of the Treaty, and be as duly observed by the Nawab Ausuph Jah as if entered here at full length.

ARTICLE 9.

Hyder Naique having for some years past usurped the government of the Monsore country, and given great disturbances to his neighbours by attacking and taking from many of them their possessions, and having so lately invaded and laid waste with fire and sword the possessions of the English Company and the Nawab Wolau Jah in the Carnatic, it is certainly necessary for their peace and for the general benefit of all the neighbouring powers, that the said Naique should be punished and reduced, so that he may not hereafter have the power to give any person further trouble: to this end, the Nawab Ausuph Jah hereby declares and makes known to all the world, that he regards the said Naique as a rebel and usurper, and as such divests him of, and revokes from him, all Sunnuds, honours, and distinctions, conferred by himself or any other Soubah of the Deccan, because the said Naique has deceived the Nawab Ausuph Jah, broken his agreement, and rendered himself unworthy of all further countenance and favours.

ARTICLE 10.

That the English Company may hereafter carry on their trade peaceably on this coast of Coromandel, and also on the coast of Malabar,

and that they, with the Nawab Wolau Jah, may hold the Carnatic and their other possessions in peace, it appears necessary that the countries of Carnatic Balagaute, belonging to the soubadarry of Viziapore, now or lately possessed by Hyder Naique, should be under the management and protection of those who will do justice and pay obedience to the high commands from Court: it is therefore agreed by the Nawab Ausuph Jah, that he shall relinquish to the English Company all his right to the Dewanny of the said Carnatic Balagaute, belonging to the soubadarry of Viziapore, and that the Company shall present an urzee, or petition, to the royal presence, to obtain from the Emperor Shah Allum a Firmaun, confirming and approving their right thereto. But that the Nawab Ausuph Jah, as Soubah of the Deccan, may not lose his dignity or the revenue arising from the said countries, the English Company agree to pay him annually, out of the Dewanny collection, from the time they are in possession thereof, the sum of seven lakhs of Arcot Rupees, including Durbar charges, being the sum annually paid heretofore, in two equal payments, at the space of six months from each other, provided the said Ausuph Jah, Soubah of Deccan, assists the said Company and the Nawab Wolau Jah in punishing Hyder Naique, and neither receives from or sends either vakeels or letters to him.

Article 11.

As the English Company do not intend to deprive the Mahrattas of their chout, any more than the Soubah of his peshcush, which used to be paid from the Carnatic Balagaute, belonging to the soubadarry of Viziapore, now or lately possessed by Hyder Naique, it is hereby agreed, and the Company willingly promise to pay the Mahrattas regularly and annually without trouble for the whole chout, as settled in former times, from the time the said countries shall be under the Company's protection as Dewan; provided, however, that the Mahrattas guarantee to the Company the peaceable possession of the said Dewanny: to this end, the Nawab Ausuph Jah promises to use his best endeavours, jointly with the English and the Nawab Wolau Jah, to settle with the Mahrattas concerning the chout of the said countries, how and where it is to be paid, so that there may be no disturbances hereafter on that account between any of the contracting parties or the Mahrattas.

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ARTICLE 12.

All the foregoing Articles are sincerely agreed to by the subscribing parties, who resolve faithfully to execute and abide by the same, so that a firm and lasting friendship may mutually subsist between them: and while such an alliance subsists, what power will dare to disturb the possessions of either party? The English Company and the Nawab Wolau Jah will endeavour on all occasions to show their friendship and attachment to the Nawab Ausuph Jah Nizam-ool-Moolk as Soubah of the Deccar, and look on the support of that government as the support of their own; in short, there will be no manner of difference in interest between them.

In witness and confirmation of all the above Articles, and every part of the aforegoing Treaty, we whose names are under written have interchangeably subscribed to and sealed three instruments, of the same tenor and date, *viz.*, the President and Council of Fort St. George, on the behalf of the English East India Company, at that place, this 26th day of February, in the year of the Christian era 1768; the Nawab Ausuph Jah, Soubah of the Deccan, at his Camp, near Pillere, on the 22nd day of the moon Shevaul in the year of the Hegira 1181; and the Nawab Wolau Jah, for himself, at Fort St. George, the 7th day of the moon Shevaul, in the 1181st year of the Hegira.

The Company's Seal.

(Signed) CHARLES BOURCHIER
" SAMUEL ARDLEY.
" JOHN CALL.
" GEORGE STRATTON.
" GEORGE DAWSON.
" JAMES BOURCHIER.
" GEORGE MACKEY.

N. B.—The names of the contracting parties were transposed in the parts kept by each of them, and each took the precedence by turn.

The above contracting parties, to wit, the President and Council of Fort St. George, on behalf of the English East India Company; the great Nawab, high in station, Ausuph Jah, Soubah of the Deccan; and

the Nawab Wolau Jah, Soubah of Mahomedpoor; having duly considered, and voluntarily entered into the above Articles, which they have respectively signed and sealed in our presence, we, whose names are hereunto subscribed, do solemnly promise and engage, under our hands and seal, that we will guarantee to the said English Company and the Nawab Wolau Jah, the due and just observance of the above Treaty on the part of the Nawab Ausuph Jah.

I take God to witness, that of my own free will I am security.

The Seal of Ruccun-ud-Dowlah.

I swear by Vencatash and Bail Bahadoor that of my own free will and consent I am security.

The Seal of Ram Chunder Rauze.

I swear by Sactasha and Bail Bahadoor that I am truly and sincerely security.

The Seal of Beer Bahadoor.

I swear by Vencatash and Bail Bahadoor that of my own free will and consent, I, Dundaveram, Vakeel to Mahaudavarow, Pundit Predane, am security on the part of the said Mahaudavarow.

The Seal of Dundaveram.

N. B.—The foregoing guarantee agreement was signed and executed, by the guarantees subscribing the same, and annexed to the parts of the Treaty delivered to the Company and the Nawab; and to the part delivered to Nizam Ally Khan, the following guarantee or agreement was fixed, viz.—

The above contracting parties, to wit, the great Nawab, high in station, Ausuph Jah, Soubah of the Deccan; the Nawab Wolau Jah, of Mahomedpoor; and the President and Council of Fort St. George, on

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behalf of the English East India Company; having duly considered, and voluntarily entered into the above Articles, which the said President and Council, on behalf of the said English East India Company, have signed and sealed in my presence, I, the said Nawab Wolau Jah, whose name is hereunto subscribed, do solemnly promise and engage, under my hand and seal, that I will guarantee to the said Nawab Ausuph Jah the due and just observance of the above Treaty on the part of the said English East India Company.

The
Nawab's Seal.

And we, the said President and Council of Fort St. George, on behalf of the said English East India Company, do solemnly promise and engage, under our hands, that we will guarantee to the said Nawab Ausuph Jah the due and just observance of the above Treaty on the part of the said Nawab Wolau Jah.

(Signed) CHARLES BOURCHIER.
" SAMUEL ARDLEY.
" JOHN CALL.
" GEORGE STRATTON.
" GEORGE DAWSON.
" JAMES BOURCHIER.
" GEORGE MACKEY.

TRANSLATION of a SUNNUD, under the SOUBAH'S seal, dated the 22nd of the Moon Shevaul, Hegira 1181, equal to the 12th of March, 1768.

Be it known to the deesmookees, deespondees, muccuddems, husbandmen, &c., inhabitants of the Rajahmundry, Ellour, Moostafurnugger, Moortizanugger and Siccacole Circars, belonging to the Soubahship of Foakund, Booncaud, Hyderabad, that, agreeable to the Firmaun of Shah

Allum, Padshaw Gauze, to the English East India Company, and my regard and friendship to them (the said English East India Company), I have again conferred upon them, by way of enam, for ever and ever, all and several of the above Circars, whole and entire, together with the fort and jaghire of Condapillee, in consequence of a Treaty of friendship and alliance which has lately been concluded between me, the said Company, and Ummeer-ool-Hinde Wolau Jah Bahadoor, and which was executed, on the part of the said Company, by the Governor and Council of Madras, and on the part of Ummeer-ool-Hinde Wolau Jah Bahadoor, by himself, in the aforesaid place of Madras, the 7th of the moon Moorah, Hegira 1181, equal to the 26th of February 1768; and by me, now in the encampment of my victorious army, near Pillere, this 22nd day of the moon Shevaul, Hegira 1181: you, therefore, the whole of the said deesmookees, deespondees, mucuddems, &c., look upon the said English East India Company as your masters, and be in every respect obedient to them, exerting yourselves in the payment to them of the proper revenues of the said Circars at the fixed and stated times.

Look upon this as a positive and absolute order, and obey it accordingly.

Dated as above.

On the back of the Sunnud are the attestations of the Muttasuddees of the offices of Huzoor Mustouphy, and Dewan, and copies thereof have been registered in their books.

TRANSLATION of a SUNNUD, under the SOUBAH'S seal, dated the 22nd of the moon Shevaul, Hegira 1181, equal to the 12th of March 1768.

In these times the Dewanny of the Carnatic Balagaute country, belonging to the Soubahship of Daurel Zuphur Viziapore, before or now possessed by Hyder Naique, with the whole of my right and title thereto, has been conferred upon the English East India Company, they, the said English East India Company, engaging, after being in possession thereof, to pay annually into my treasury (Durbar charges included) the sum of seven lakhs of Rupees, nuzzur or peshcush; you, therefore, the zemindars, both high and low, of the said Carnatic Balagaute country, belonging to the said Soubahship, live in due obedience to the

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said Company, paying them the proper revenues thereof at the fixed and stated times. And whereas Hyder Naique is a rebel and usurper, I have therefore deprived him of all his honors and dignities; you are by no means, therefore, to pay any attention to his deputies or vakeels, but are to stop all correspondence either with him or them.

Look upon this as a positive and strict order.

Dated as above.

On the back of the Sunnud the petition from the Muttasuddees, supposed to be presented, is inserted; and the Muttasuddees of the several offices of Huzoor, Dewan, and Mustouphy, have attested that copies thereof have been registered in their books.

TRANSLATION of a SUNNUD, under the SOUBAH'S seal, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th of March 1768.

In these times, agreeable to the high Firmaun of Shah Allum, Padsha Gauze, the Dewanny Rockshigurry and Meer Autushy of the Carnatic Payen Gaut and Balagaute countries, from the banks of the river Kistna towards Pulnaur to the boundaries of Bombay (including the Malavar country), together with the whole of the forts, jaghiredars, zemindars, pollygars, killadars, enamdars, rozeenedars, &c., belonging thereunto, have been conferred, by way of enam ultumgan, whole and entire, without the participation of any one, upon Omdet-ool-Omrah Meyen-ool-Moolk Assed-ool-Dowlah Hussein Ally Khan Bahadoor Zoolphcaur Jung: you, therefore, our sons, brothers, officers, and Muttasuddees, of the Nizamship of the Deccan, and Mootecophils of our affairs, both new and old, at present and to come, agreeable to the above Firmaun and this Sunnud, exert yourselves in the strengthening of this business for ever and ever, delivering up the said countries from generation to generation, and esteeming him as exempt and free from all displacing and removal, also acquitted and discharged from the whole of the demands of the Dewanny, &c., give him no trouble or molestation whatever, either for the soubadarry or foujdarry peshcush, or any other charges or expenses.

Look upon this as an order, and by no means act in anything contrary to what is herein expressed, nor require a new Sunnud every year.

TRANSLATION of a SUNNUD under the SOUBAH's seal, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th March 1768.

Be it known to the deesmokees, deespondees, husbandmen, and inhabitants of the district of Sundacope, belonging to the soubahship of Viziapore, that the said district, agreeable to what is desired in the zimir, or back of the Sunnud, has been assigned over as an ultumgah to Siphi-ool-Moolk Unwar-ood-Dowlah Mahomed Unwar Khan Bahadoor Hossein Jung; you will therefore live in true and just obedience to the Amuldar of the said Siphi-ool-Moolk, and pay the proper revenues at the fixed and stated times.

Look upon this as an order, and act agreeable thereto.

TRANSLATION of the ZIMIR, containing a Petition which is supposed to be presented by the Muttasuddees, and to have been signed by the Soubah signifying his consent thereto.

The form of the petition runs thus: the vakeel of Wolau Jah Ummeer-ool-Hinde begs that the district of Sundacope, whole and entire, may be conferred upon Siphi-ool-Moolk Unwar-ood-Dowlah Mahomed Unwar Khan Bahadoor Hossein Jung by way of ultumgah, and that a Sunnud for the same may be made out and signed by your Highness; respecting this, we wait your orders.

The Sunnud for the pergunnah of Imungundala (belonging to the Circar of Chumpoora) to Hossein-ool-Moolk Hemaud-ood-Dowlah Mahomed Abdulla Khan Bahadoor Heyabber Jung runs the same as the former Sunnud, excepting the term *whole* being inserted therein; the date thereof is likewise the same as the other.

TRANSLATION of a SUNNUD, under the seal of the SOUBAH, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th of March 1768.

Be it known to the deesmookees, deespondees, husbandmen, and inhabitants of the pergunnah of Hewalee, Hyderabad, &c., Circar of Mahomednuggur, of the soubahship of Hyderabad, that the village of Cutkasera, belonging to the above pergunnah, in the manner as is expressed on the back of this Sunnud, has been assigned over by way of ultumgah to Ummeer-ool-Hinde Wolau Jah in order to defray the expenses of his

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father's tomb; you will therefore live in perfect and true obedience to the Amuldar of the said Wolau Jah, paying them the proper revenues at the fixed and stated times.

Look upon this as an order, and obey it accordingly.

In the zimir at the back of the Sunnud, containing the supposed petition, the village of Cutkasera, &c., is mentioned.

TRANSLATION of a DISCHARGE, under the SOUBAH'S seal, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th of March 1768.

To the high in rank and station, our dear brother Wolau Jah Ummeer-ool-Hinde. From the time that your father Anneverdeen Khan Bahadoor, the martyr, held from the family of Auseephea the soubahship of the Carnatic, and the Sieeacole, Rajahmundry, &c., Circars (belonging to the soubahship of Ferkunde, Booneaud, Hyderabad) to the time of his martyrdom, and from thence, during your time, till the present instant and the date of this discharge, all accounts and demands of the Circar have been settled and forgiven, every pice and every cash; and there remains now, under no pretence whatever, either to myself, my children, or brothers, as well for past, present, or future, any demands, either upon you, your children, or heirs, on account of the soubadarry or foujdarry peshcush, or the Dewanny Rockshigurry, Meer Autushy, &c. charges; in proof of which I have written this paper, by way of discharge, that it may hereafter appear.

TRANSLATION of a SUNNUD, under the SOUBAH'S seal, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th of March 1768.

In these times, the killadarship of the fort of Chunpoora (belonging to the Circar of that name, and dependent upon the soubahship of Hyderabad), together with the jaghire annexed thereto, and the troops belonging thereto exempt from all chout, agreeable to what is mentioned in the zimir or back of this Sunnud, has been given and conferred by way of ultumgah to Nusseer-ool-Moolk Intzain-ood-Dowlah Mahomed Sullaubut Khan Bahadoor Nusseer Jung, that he, the said Nusseer-ool-Moolk may not deviate in the least in the proper care and attention thereto, either in the furnishing or charging of provisions, or regulating

the troops, according to the established custom; you, therefore, the zemindars and deesmookees, esteeming the said Nusseer-ool-Moolk as invested with absolute powers in the killadarship, pay him the proper revenues at the fixed and stated times, and look upon him as entitled to the usual perquisites and advantages of the said fort.

Esteem this as an order, and obey it accordingly.

On the back of the Sunnud is the petition, reciting the contents of the Sunnud.

The Sunnud of the killadarship of the fort of Colaur (belonging to the soubahship of Viziapore) to Muddam-ool-Moolk Roshun-ood-Dowlah Hauphiz Mahomed Munnowur Khan Bahadoor Bahadoor Jung, runs the same as that for the fort of Chunpoora (excepting that the whole of the jaghire is mentioned in this); the date is also the same as the other.

The whole of the Sunnuds are endorsed by the Muttasuddees of the Dewanny Mustouphy and Huzoor offices, and copies of all have been registered in their books.

No. IV.

Treaty of Alliance with Bazalut Jung, 1779.

Heads of a Treaty of friendship and alliance between the Nawab Ameer-ool-Omrah Shujah-ool-Moolk Bahadoor, and the Governor and Select Committee of Fort St. George, in behalf of the English East India Company, 1779.

Article 1.

The English Company agree to rent from the Nawab Shujah-ool-Moolk Bahadoor.the Circar of Moortizanugger, commonly called Guntoor, clear of sebundy, for whatever he now annually receives from it, as will appear by the accounts of collections of the Aumil now residing there.

Article 2.

We, the English Company, shall always have at heart the good and prosperity of the Nawab Shujah-ool-Moolk. He shall dismiss from his service the French soldiers now with him. We will send him what troops he may want (the quota to be settled hereafter), who will remain with him constantly and obey his instructions. They are, however, only to be employed within the districts belonging to him, or for the defence of his country in case of an attack from a foreign enemy; but these troops

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are on no account to be carried out of his country, or those of the zemindars dependent upon him. If his affairs should at any time require his going to visit his brother, the Nawab Nizam-ood-Dowlah Bahadoor, their troops shall attend him and be always with him.

ARTICLE 3.

The expenses of their troops shall be regulated by the Company's custom, and the accounts having been signed by the Nawab, shall be paid monthly from the rent of the Guntoor Circar. The remainder of the rent shall be regularly remitted in soucar bills to the Nawab. In case of any improper behaviour or disrespect shown by the commanding officer or any other European officer of our troops, upon representation being made to us by the Nawab, we shall remove such officer and appoint another in his room.

ARTICLE 4.

If the Nawab Shujah-ool-Moolk's territories be invaded by an enemy, we shall, besides the troops that are stationed with him, send such a sufficient force as we can spare to his assistance. The ordinary and extraordinary expenses of such troops, whatever they may amount to, shall be paid agreeable to the Company's established customs by the Nawab, who will sign the accounts. If any disputes arise between our soldiers and sepoys and the ryots and the servants of the Nawab, punishment shall be inflicted by our officers on our men, agreeable to the English laws and customs. The English officers and their people shall not interfere with the servants and ryots of the Nawab, and shall not protect or countenance them in any shape. In case of any dispute, where the Nawab's people appear to be in the wrong, they shall be delivered up to him for punishment.

ARTICLE 5.

The customary allowances of the zemindars of the Guntoor Circar, amounting annually to five thousand Pagodas, shall continue as before. The fort and jaghire villages of Condavir shall remain under the management of the servants of the Nawab; but a garrison of English troops, as may be deemed necessary for the defence of the fort, shall be stationed with the killadar.

ARTICLE 6.

If the Company shall demand a body of horse from the Nawab, he shall let them have a number according to his abilities; and the said cavalry shall be returned to him, and their expenses paid, as soon as the service for which they shall be required is finished.

These Articles we promise, in general, to fulfil on our part, until a more full and explicit Treaty can be drawn out, which shall be drawn out as soon as possible.

Witness our hands and the seal of the Company, in Fort St. George, the 27th day of April 1779.

SUNNUD FROM BAZALUT JUNG.

Ameer-ool-Omrah,
Shujah-ool-Moolk,
Amud-ood-Dowlah,
Meer Mahomed Serif Khan,
Bahadoor,
Bazalut Jung,
the devoted servant of his
glorious majesty,
Shah Allum
Bahadoor.

To all deesmookees, zemindars, deespondees, an... ...r of Moortizanugger, commonly called Guntoor, be it written:

The aforesaid Circar has at this time been given to the glory of merchants, the English Company, at a certain rent, commencing from the beginning of the year of Phaseley 1188.

You are therefore to give your attendance on the Naibs of the aforesaid Company, and punctually pay to them the just revenue due to the Circar (Government). After this a fresh Sunnud, setting forth the rent which is fixed upon, shall be granted, and you are to act agreeable thereto. Let this be punctually observed.

Dated 12*th Mohrem, in the* 1193*rd year of the Hegira.*

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No. V.

TRANSLATION of the NIZAM'S order to SEYF JUNG for the surrender of the Guntoor Circar to the Company, delivered to CAPTAIN KENNAWAY, the Resident, at the Nizam's Durbar, the 18th September 1788.

At this time Captain Kennaway, being come to the presence on the part of Lord Cornwallis, and having made a demand of the Guntoor, is charged with the settlement of affairs between His Highness and the English Company; you are therefore, immediately on receipt of this order, to deliver up the Circar in question to the servants of the Company without opposition, and with your jumma wausil baukee account, your own effects, and whatever is with you belonging to government, repair to the presence.

A true translation of what was delivered to Captain Kennaway as a copy of the sealed order sent to him for Seyf Jung.

(Signed) N. B. EDMONSTONE,
Assistant to the Department.

No. VI.

COPY of a LETTER from EARL CORNWALLIS to the NIZAM, deemed equal to a Treaty, written 7th July 1789.

Your Highness's letter, containing strong expressions of friendship, was presented to me by Meer Abdool Cassim, and has afforded me the most inexpressible satisfaction. I have perfectly understood all the matters entrusted to the verbal communication of Meer Abdool Cassim, and the sincere and friendly sentiments which I have discovered Your Highness to be impressed with towards me, have induced me to show the confidence I place in Your Highness's declaration, by candid and explicit conversations with Meer Abdool Cassim on subjects of the highest importance; and as they all of them have tendency to strengthen and increase our friendship, I shall communicate without reserve to Your Highness what has occurred to me relative to them.

It was with no small concern I found on my arrival, in charge of the control of all the Company's affairs, that one of the eventual

and most essential points of the Treaty of friendship and alliance made in 1768 between Your Highness and the Company, remained unexecuted on both sides, *viz.*, the surrender of the Guntoor Circar to the Company, and the regular discharge of Your Highness's demand for the peshcush from the Company. Anxious, notwithstanding, that by urging the due performance of this Article, I should not intrude on Your Highness while engaged in pursuits of importance, I postponed all negociations on the subject until I was convinced that Your Highness, uninterrupted by war, had full leisure to consider the propriety of the performance of this Article of the Treaty; and until you might have had sufficient opportunity to put implicit confidence in my assurances for the punctual discharge of the peshcush for the Northern Circars. I then deputed Captain Kennaway to Your Highness's Court, with instructions to make the demand of the Guntoor Circar by virtue of the Treaty of 1768; to assure Your Highness of my firm intention to discharge the balances, upon fair statement, due to Your Highness on account of the peshcush; and to impress you with the sincerity of my intentions for its regular payment hereafter.

I have already expressed my satisfaction at Your Highness's immediate compliance to deliver up the Guntoor Circar to the Company, and have assured Your Highness of my firm intention to persevere in a strict system of faith to engagements; and now, with such a proof of the sincerity of Your Highness's friendship and good faith, I have, from a desire to testify to Your Highness that I am impressed with similar sentiments, entered into a full discussion of every Article with Meer Abdool Cassim, in order that such parts of it as are undefined and bear an obscure and doubtful meaning may be so explained, as shall preclude every necessity of future discussion, remove all grounds of misunderstanding, and give stability and permanency to that friendship which now subsists between us.

In adopting this rule of conduct, I do no more than fulfil the intention of the King of England and the British nation, who, by the system lately established for the government of this country, had in view the important end of giving efficacy to the existing Treaties between the English and the powers of Hindostan, and of securing a due performance thereof in future. This communication, I am persuaded, will fully satisfy

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Your Highness of the propriety of my declining the proposal of Meer Abdool Cassim for entering into a new security for the discharge of the peshcush, by mortgaging a portion of the Circars, considering, as I do, the faith of the English nation pledged for the due payment of it.

In proof of the sincerity of my intentions that the Treaty should be carried into full effect, I agree that, in the sixth Article of the Treaty, the words "whenever the situation of affairs will allow such a body of troops to march into the Deccan," shall be understood to mean, that the force engaged for by this Article, *viz.*, two battalions of sepoys and six pieces of cannon, manned by Europeans, shall be granted whenever Your Highness shall apply for it, making only one exception, that it is not to be employed against any power in alliance with the Company, *viz.*, Pundit Pirdhun Peishwa, Ragojee Bhoosla, Madajee Sindia, and the other Mahratta Chiefs, the Nawab of Arcot and Nawab Vizier, Rajahs of Tanjore and Travancore. That the battalions at present not defined in number shall not consist of less than eight hundred men each. That the six field pieces shall be manned with the number of Europeans which is usual in time of war. That the expense to be charged to Your Highness shall be no more than the exact sum which it costs the Company to maintain a body of that force, when employed on service in the field, and that this expense be as per separate account. That this detachment shall march within two months, or sooner if possible, after it is demanded, and Your Highness shall be charged with the expense of it from the day it enters Your Highness's territories until it quits them on its return to the Company's; with the addition of one month, at the average calculation of the whole amount, in order to defray the charges the Company must necessarily incur to put such a force in state fit for service.

I have so fully discussed the Articles of the Treaty that relate to the Nawab of Arcot and the Carnatic, on the representation of Meer Abdool Cassim, that a mere reference to the Articles themselves will inform Your Highness of the full force of my arguments: and although the long existing friendship between the Nawab and the Company might be urged as further ground for declining the proposal of Meer Abdool Cassim, his right to the possession of the Carnatic Payen Gaut is fully established and admitted by the seventh and eighth Articles and papers

appertaining to them; there can therefore be no necessity for troubling Your Highness with other reasons.

In regard to the Articles relative to the Dewanny of the Carnatic Ballagaute, Your Highness must be well convinced that circumstances have totally prevented the execution of these Articles, and the Company are in the full enjoyment of peace with all the world; but should it hereafter happen that the Company should obtain possession of the country mentioned in these Articles, with Your Highness's assistance, they will strictly perform the stipulations in favor of Your Highness and the Mahrattas. Your Highness must be well assured that while Treaties of peace and friendship exist with any Chief, negociations that tend to deprive that Chief of any part of his possessions, unprovoked on his part, must naturally create suspicions in his mind unfavorable to the reputation of Your Highness and to the character of the Company, since the only grounds on which such negociations could be carried on rest on a Treaty existing upwards of twenty years, the execution of which is yet unclaimed, and since no provocation has hitherto been made to justify a breach in the present peaceable and amicable understanding between each other.

As I am at all times desirous that such circumstances as carry with them impediment and hindrance to good order and government, without bearing the smallest advantage to either side, should be so changed, as to produce the good effects expected from Treaties; and as the affairs of both parties might suffer great injury from being excluded from corresponding with the other powers of the Deccan, I agree that in future either party, without a breach of Treaty, shall be at liberty to receive or send vakeels to correspond with any powers in the Deccan, in such manner as may be expedient for the benefit of their own affairs, under the condition that the object of such intercourse or correspondence be not hostile to either of the governments.

I have in many instances, as well through Captain Kennaway as to Meer Abdool Cassim, and in the first part of this letter, declared my firm intention to execute the Treaty of 1768, and to live in perpetual amity and friendship with Your Highness, and Your Highness will be convinced, from the explanations I have given to those Articles in the Treaty of ambiguous and obscure meaning, that I am earnestly desirous of the adjustment of every matter on grounds fair and liberal. But it is

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necessary, in consideration of the subjects of conversation with Meer Abdool Cassim, that I should point out to Your Highness that unless just cause should be given for entering into new Treaties, the laws of my country, the injunctions of the King and Company of England, as well as the faith and honour of the English, prohibit me from entering into any negociations to make new Treaties; and I have confined my conferences with Meer Abdool Cassim to the explanation of that made in 1768, with a view to a more perfect execution of it. On this account I have not judged proper to comply with such requests as have been made by Meer Abdool Cassim that in any shape tend to alter the spirit of that Treaty. A further argument to impress Your Highness with the propriety of this determination, is the sanction and support of His Majesty and the Company of England to those measures that coincide with their instructions. I have mentioned this circumstance merely to assure Your Highness of the strength of my assertions and the value of my engagements in regard to the Guntoor Circar and the other Articles of the Treaty; and I trust that this clear explanation of the ambiguous Articles of the Treaty will render it effectual, and will afford Your Highness a convincing proof of the Company's determination to adhere to the faith of it.

Although I have not agreed to enter into a new Treaty with Your Highness through Meer Abdool Cassim, for the reasons above assigned, yet Your Highness, in consideration of the authority vested in me by the King and Parliament of England, will consider my letter, though merely purporting a clear explanation of the several Articles in the Treaty of 1768, strong and efficient upon the English Government in India, equally so as a Treaty in due form could be, since the Members of the Council have given their cheerful acquiescence to its contents.

For further particulars of my sentiments I beg leave to refer Your Highness to Meer Abdool Cassim, whom I have considered during this negociation as faithfully attached to your Highness, fully acquainted with Your Highness's interests, and your most confidential servant, empowered to settle any agreement for the mutual benefit of the two governments. I have accordingly communicated to him without reserve all that has occurred to me on the subject of the elucidation of the Treaty of 1768, in the same manner as if Your Highness were present; nevertheless, as Your Highness's concurrence and approbation are necessary to

give a final sanction to the Articles discussed, I have thought proper to mention them in this letter. For the rest, Your Highness may have the most assured confidence, that I will most faithfully abide by all the engagements I have entered into on the part of the Company.

Extract from the Journals of the House of Commons, 15th Martii, 1792.

RESOLVED, that it appears that Earl Cornwallis's letter, dated the 7th July 1789, to the Nizam, was meant to have, and has had, the full force of a Treaty executed in due form.

No. VII.

TREATY with the NIZAM, 1790.

TREATY of offensive and defensive alliance between the HONOURABLE UNITED ENGLISH EAST INDIA COMPANY, the NAWAB AUSUPH JAH BAHADOOR, Soubadar of the Deccan, and the Peishwa, SEWOY MADHO RAO NARAIN PUNDIT PRUDHAN BAHADOOR against FULTI ALI KHAN, known by the denomination of TIPPOO SULTAN, settled by CAPTAIN JOHN KENNAWAY on the part of the said Honourable Company, with the said Nawab Ausuph Jah, by virtue of the powers delegated to him by the RIGHT HONOURABLE CHARLES EARL CORNWALLIS, K. G., Governor General in Council, appointed by the Honourable the Court of Directors of the said Honourable Company to direct and control all their affairs in the East Indies.

ARTICLE 1.

The friendship subsisting between the three States agreeable to former Treaties shall be increased by this, and between the Honourable Company and His Highness the Nizam, the three former Treaties concluded with the late Salabut Jung, through Colonel Ford, in the year 1759, with the Nizam through General Calliaud in the year 1766, and the Treaty of 1768 with the Madras Government, together with Lord Cornwallis's letter of the 7th July 1789, which is equivalent to a fourth Treaty, remain in full force, except such Articles of them as may by the present Treaty be otherwise agreed to, and perpetual friendship shall subsist between both parties and their heirs and successors agreeably thereto.

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ARTICLE 2.

Tippoo Sultan having engagements with the three contracting powers, has notwithstanding acted with infidelity to them all, for which reason they have united in a league, that to the utmost of their power they may punish him and deprive him of the means of disturbing the general tranquillity in future.

ARTICLE 3.

This undertaking being resolved on, it is agreed that on Captain Kennaway's annunciation to the Nawab Ausuph Jah of the actual commencement of hostilities between the Honourable Company's force and the said Tippoo, and on Mr. Malet's announcing the same to Pundit Prudhan, the forces of the said Nawab Ausuph Jah and Pundit Prudhan, in number not less than 25,000, but as many more and as much greater an equipment as may be, shall immediately invade the territories of the said Tippoo, and reduce as much of his dominions as possible before and during the rains, and after that season the said Nawab and Pundit Prudhan will seriously and rigorously prosecutethe war with a potent army, well appointed and equipped with the requisite warlike apparatus.

ARTICLE 4.

If the Right Honourable the Governor General should require a body of cavalry to join the English forces, the Nawab Ausuph Jah and Pundit Prudhan shall furnish to the number of 10,000 to march in one month from the time of their being demanded by the shortest and safest route with all expedition to the place of their destination, to act with the Company's forces; but should any service occur practicable only by cavalry they shall execute it, nor cavil on the clause of "To act with the Company's forces." The pay of the said cavalry to be defrayed monthly by the Honourable Company at the rate and on the conditions hereafter to be settled.

ARTICLE 5.

If in the prosecution of the war by the three allies, the enemy should gain a superiority over either, the others shall to the utmost of their power exert themselves to relieve the said party and distress the enemy.

ARTICLE 6.

The three contracting powers having agreed to enter into the present war, should their arms be crowned with success in the joint prosecution of it, an equal division shall be made of the acquisition of territory, forts, and whatever Circar or government may become possessed of from the time of each party commencing hostilities; but should the Honourable Company's forces make any acquisitions of territory from the enemy previous to the commencement of hostilities by the other parties, those parties shall not be entitled to any share thereof. In the general partition of territory, forts, &c., due attention shall be paid to the wishes and convenience of the parties relatively to their respective frontiers.

ARTICLE 7.

The under-written polygars and zemindars, being dependent on the Nawab Ausuph Jah and Pundit Prudhan, it is agreed that on their territories, forts, &c., falling into the hands of any of the allies, they shall be re-established therein, and the nuzzurana that shall be fixed on that occasion shall be equally divided amongst the allies. But in future the Nawab Ausuph Jah and Pundit Prudhan shall collect from them the usual peshcush and kundnee which have been heretofore annually collected, and should the said polygars and zemindars act unfaithfully towards the Nawab or Pundit Prudhan, or prove refractory in the discharge of their peshcush and kundnee, the said Nawab and Pundit Prudhan are to be at liberty to treat them as may be judged proper. The Chief of Shanoor is to be subject to service with both the Nawab and Pundit Prudhan, and should he fail in the usual conditions thereof, the Nawab and Pundit Prudhan will act as they think proper.

List of the Polygars and Zemindars.

Chittledroog	Cunnagheery
Annugoondy	Kittoor
Henponelly	Hannoor
Billaree	The district of Abdul Hakim
Roydroog	Khan, the Chief of Shanoor.
Heychungoondeh	

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ARTICLE 8.

To preserve as far as possible consistency and concert in the conduct of this important undertaking, a vakeel from each party shall be permitted to reside in the army of the others, for the purpose of communicating to each other their respective views and circumstances, and the representations of the contracting parties to each other shall be duly attended to, consistent with circumstances and the stipulations of this Treaty.

ARTICLE 9.

After this Treaty is signed and sealed, it will become incumbent on the parties not to swerve from its conditions at the verbal or written instance of any person or persons whatever, or on any other pretence; and in the event of a peace being judged expedient, it shall be made by mutual consent, no party introducing unreasonable objections, nor shall either of the parties enter into any separate negociations with Tippoo, but on the receipt of any advance or message from him by either party, it shall be communicated to the others.

ARTICLE 10.

If after the conclusion of peace with Tippoo he should attack or molest either of the contracting parties, the others shall join to punish him, the mode and conditions of effecting which shall be hereafter settled by the contracting powers.

ARTICLE 11.

This Treaty, consisting of eleven Articles, being this day settled and concluded by Captain John Kennaway with His Highness the Nawab, Captain Kennaway has delivered to His Highness the Nawab one copy of the same in English and Persian, signed and sealed by himself; and the Nawab has delivered to Captain Kennaway another copy in Persian, executed by himself, and Captain Kennaway has engaged to procure and deliver to the Nawab in sixty-five days

a ratified copy from the Governor General, on the delivery of which the Treaty executed by Captain Kennaway, shall be returned.

Signed, sealed, and exchanged at Paungul, on the 20th of Shawaul, 1204 *Hegira, or 4th of July* 1790 *E. S.*

Ratified by the Governor General in Council, the 29th day of July 1790.

Honourable Company's Seal.

(Signed) CORNWALLIS.
" CHARLES STUART.
" PETER SPEKE.
" E. HAY,
Secretary to Government.

Separate Agreement with the Nizam, 1790.

ARTICLES of AGREEMENT between HIS HIGHNESS THE NIZAM and the EAST INDIA COMPANY, for sending the battalions on their march from Bengal, 1790.

ARTICLE 1.

From four to six battalions of the Bengal detachment shall be sent to His Highness the Nizam, under the command of an experienced officer, together with a complement of guns, manned by Europeans, the whole equipped in the established manner (under the conditions agreed upon for sending the original two battalions), for the precise monthly charge which they stand the Company in, as it shall be stated by the Governor General, Lord Cornwallis. The orders of His Highness, either for their operations in the field or for carrying on sieges, shall be put in execution by mutual consultation between the Commanding Officer of His Highness's army and the Commanding Officer of the English detachment, who will be a man of experience, and versed in the rules of war.

ARTICLE 2.

The pay of the said detachment shall be charged to His Highness from the period of its arrival at Vagtour, or of its junction with His Highness's army.

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ARTICLE 3.

The pay of the said detachment shall be defrayed from the receipts from Tippoo's country, that is, what accrues from the present war; but if delay should occur in those expected receipts, the Company shall pay the expenses out of the peshcush that will be payable for the Fussully year 1200, and take credit for the amount. Whatever may fall short, after taking credit for the pay of the detachment, shall be made up in ready money by His Highness.

ARTICLE 4.

Whenever a letter from Lord Cornwallis, requiring the dismission of the said detachment, shall arrive, provided it is at leisure from service, and also whenever His Highness shall think proper to dismiss them, there shall be no hesitation on either side.

ARTICLE 5.

Whatever plunder shall fall into the hands of the said detachment shall be given up to His Highness; excepting only any considerable open or concealed treasure, which, agreeable to the second Article of the Treaty, is to be divided amongst the three confederates.

ARTICLE 6.

A proper body of good cavalry, under the command of experienced and trusty Officers, shall be detached by His Highness, to act with the battalions, agreeable to the concerted plans of the officers of both bodies.

Form of CAPTAIN JOHN KENNAWAY'S signature.

An agreement, in regard to sending for the Bengal detachment, settled agreeable to the above Articles, which I shall transmit to Lord Cornwallis, and request a speedy answer.

(Signed) JOHN KENNAWAY.

A true translation.

(Signed) N. B. EDMONSTONE.

N. B.—The Nizam's signature is affixed to every Article.

No. VIII.

TREATY with the NIZAM, with two separate Articles, 1798.

An enlarged perpetual Subsidiary Treaty between the HONOURABLE UNITED ENGLISH EAST INDIA COMPANY and HIS HIGHNESS THE NAWAB NIZAM-OOL-MOOLK AUSUPH JAH BAHADOOR, Soubadar of the Deccan, his children, heirs, and successors, settled by CAPTAIN JAMES ACHILLES KIRKPATRICK, by virtue of the powers delegated to him by the RIGHT HONOURABLE RICHARD, EARL of MORNINGTON, Knight of the Most Honourable Order of St. Patrick, one of His Britannic Majesty's Most Honourable Privy Council, Governor General in Council, appointed by the Honourable Court of Directors of the said Honourable East India Company to direct and control all their affairs in the East Indies.

Whereas His Highness Nizam-ool-Moolk Ausuph Jah Bahadoor has, from the greatness of existing friendship, expressed a desire for an increase of the detachment of the Honourable Company's troops at present serving His Highness, the Right Honourable Earl of Mornington, Governor General, has taken the proposals to that effect into his most serious consideration; and the present juncture of affairs, and the recent hostile conduct and evil designs of Tippoo Sultan, as fully evinced by his sending ambassadors to the Isle of France, by his proposing to enter into a Treaty, offensive and defensive, with the French Republic against the English nation, and by actually receiving a body of French troops into his dominions and immediate pay, rendering it indispensably necessary that effectual measures for the mutual defence of their respective possessions should be immediately taken by the three allied Powers, united in a defensive league against the aforesaid Tippoo Sultan, the aforesaid Governor General in consequence empowered Captain James Achilles Kirkpatrick, Acting Resident at the Court of His Highness the Nizam, to enter, in behalf of the Honourable United English East India Company, into certain engagements with His Highness Nizam-ool-Moolk Ausuph Jah Bahadoor, for a permanent increase of the Honourable Company's troops in His Highness's pay, in the proportion and on the condition specified in the following Articles, which must be understood to be of full validity when this Treaty shall be returned signed and sealed by the Governor General.

ARTICLE 1.

Such parts of the letter from Earl Cornwallis to His Highness the Nizam, dated the 7th July 1789, and which has always been considered

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in the light of a Treaty, as relate to the stationing of troops with His Highness, are to be considered as in full force; that is, the services of the new permanent subsidiary force are to be regulated precisely by the same restrictive clauses that operate on the present detachment, unless the Peishwa shall hereafter consent to any alterations in those conditions, and His Highness likewise approve of the same.

ARTICLE 2.

Agreeably to the practice in the Company's service, the new subsidiary force shall be subject to relief, either partial or entire, as often and in such manner as the Company's government may require; provided, withal, that no diminution takes place by such means in the stipulated number to be stationed with His Highness.

ARTICLE 3.

The proposed reinforcement of subsidiary troops shall be in the pay of this State from the day of their crossing the boundaries. Satisfactory and effectual provision shall be made for the regular payment of this force, which, including the present detachment, is to amount to six thousand sepoys with firelocks, with a due proportion of field pieces, manned by Europeans, and at the monthly rate of Rupees 2,01,425. The yearly amount of subsidy for the aforesaid force of six thousand men, with guns, artillerymen, and other necessary appurtenances, is Rupees 24,17,100. The said sum shall be completely discharged in the course of the year, by four equal instalments; that is, at the expiration of every three English months, the sum of Rupees 6,04,275 in silver, of full currency, shall be issued, without hesitation, from His Highness's treasury: and should the aforesaid instalments happen to fall at any time the least in arrears, such arrears shall be deducted, notwithstanding objections thereto, from the current kist of peshcush payable to His Highness on account of the Northern Circars. Should it at any time so happen, moreover, that delay were to occur in the issue of the instalments aforesaid, in the stated periods, in such case assignments shall be granted on the collections of certain districts in the State, the real and actual revenue of which shall be adequate to the discharge of the yearly subsidy of the aforesaid force.

ARTICLE 4.

The duties on grain and all articles of consumption, as well as on all necessaries whatever, for the use of the new subsidiary force, shall be commuted, agreeably to the practice that obtained with the former detachment. A place likewise shall be fixed on as the head quarters of the said force, where it shall always remain, except when services of importance are required to be performed; and whenever either the whole or part of the said force is to be employed in the business of the State, a person of respectability, and who is a servant of this Circar, shall be appointed to attend it. The commanding officer and officers of the said subsidiary force shall be treated in all respects in a manner suitable to the greatness and dignity of both States.

ARTICLE 5.

The said subsidiary force will at all times be ready to execute services of importance, such as the protection of the person of His Highness, his heirs and successors, from race to race, and overawing and chastising all rebels or exciters of disturbance in the dominions of this State; but it is not to be employed on trifling occasions, nor, like Sebundy, to be stationed in the country to collect the revenues thereof.

ARTICLE 6.

Immediately upon the arrival of the subsidiary force at Hyderabad, the whole of the officers and servants of the French party are to be dismissed, and the troops composing it dispersed and disorganized, that no trace of the former establishment shall remain. And His Highness hereby engages for himself, his heirs and successors, that no Frenchman whatever shall ever hereafter be entertained in his own service, or in that of any of his Chiefs or dependants, nor be suffered to remain in any part of His Highness's dominions; nor shall any Europeans whatever be admitted into the service of this State, nor be permitted to remain within its territories without the knowledge and consent of the Company's government.

ARTICLE 7.

The whole of the French and sepoy deserters from the Company's service that may be in the French or any other party of troops belonging

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to this State, are to be seized and delivered up to the British Resident; and no persons of the above description are to be allowed refuge in future in His Highness's territories, but are, on the contrary, to be seized without delay and delivered up to the British Resident: neither shall any refuge be allowed in the Company's territories, but sepoy deserters from the service of His Highness shall, in like manner, be seized and delivered up without delay.

ARTICLE 8.

Whereas His Highness the Nizam, from considerations of prudence and foresight, and with a view of avoiding manifold evils, has determined on dismissing the French from his service, and on dispersing and disorganizing the troops commanded by them, as specified in the sixth Article, and on entertaining a perpetual standing force of the Honourable Company's in their room, subject to the limitations and restrictions prescribed by Earl Cornwallis's letter to His Highness the Nizam, mentioned in the first Article; it is therefore agreed, with a view to the mutual benefit of His Highness and the Peishwa, and the happiness of their respective subjects, that the Company's government will use their best endeavors to have inserted, with the consent and approbation of both, in the new Treaty in contemplation between the three Allied Powers, such a clause as shall set each at ease with regard to the other. Should the Peishwa, however, not accede to a proposal so highly advantageous and profitable to both governments, and differences hereafter arise between the two States, namely, that of the Nawab Ausuph Jah Bahadoor and of Rao Pundit Prudhan, in such case the English Government hereby engage that, interposing their mediation in a way suitable to rectitude, friendship, and union, they will apply themselves to the adjustment thereof, conformable to propriety, truth, and justice: the Nawab Ausuph Jah Bahadoor accordingly hereby engages never to commit on his part any excess or aggression against the Circar of Rao Pundit Prudhan; and in the event of such differences arising, whatever adjustment of them the English Government, weighing things in the scale of truth and justice, may determine upon, shall, without hesitation or objection, meet with full approbation and acquiescence.

ARTICLE 9.

All former Treaties between the English and the government of the Nawab Ausuph Jah and the Peishwa remain in full force. Should hereafter the Rao Pundit Prudhan express a desire to enter into subsidiary engagements, similar to the present, with the Company, the Nawab Ausuph Jah will most readily give his concurrence.

ARTICLE 10.

This enlarged subsidiary Treaty, consisting of ten Articles, being this day settled by Captain Kirkpatrick with the Nawab Ausuph Jah Bahadoor, Captain Kirkpatrick has delivered one copy hereof, in English and Persian, signed and sealed by himself, to the Nawab, who, on his part, has also delivered to Captain Kirkpatrick one copy of the same, duly executed by himself; and Captain Kirkpatrick hereby engages to procure and deliver to His Highness, in the space of fifty days, a ratified copy from the Governor General, in every respect the counterpart of the one executed by himself; and on the delivery of such copy, which will then have become a full and complete instrument, the Treaty executed by Captain Kirkpatrick shall be returned. In the meanwhile no time shall be lost in writing for the advance of the proposed reinforcement.

Signed, sealed, and executed at Hyderabad the 1st September Anno Domini 1798, *or* 19*th Rubby-ul-Awul, Anno Hegiræ* 1213.

(Signed) J. A. KIRKPATRICK,
Acting Resident.

SEPARATE ARTICLES APPERTAINING TO THE TREATY WITH THE NIZAM.

Separate Article appertaining to the perpetual Subsidiary Treaty concluded between the Honourable English East India Company and His Highness the Nawab Ausuph Jah Bahadoor on the 1st of September, Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Hegiræ 1213.

Whereas, in conformity to a wish expressed by His Highness the Nizam, the stipulation in the sixth Article of the subsidiary Treaty, respecting the delivering up of the French, is agreed to be made a separate

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one, His Highness hereby engages that after the arrival of the Company's troops at Hyderabad, the whole of the French officers and soldiers in his service shall be apprehended, in such way as Captain Kirkpatrick may point out, and be delivered up to him, or for a time be kept in confinement, in a habitation belonging to this Circar, but in the custody of the Company's troops, and upon the re-organization of the party lately under the command of the aforesaid French officers and soldiers, shall, within the space of two months, be delivered up to the British Resident. Strict orders shall, moreover, be given to all talookdars on the frontiers, and to those in charge of all fords and passes, to seize any Europeans whatever attempting to pass their respective stations, and send them immediately, with all due precautions, prisoners to Hyderabad, where they shall instantly be delivered up to the British Resident. On the above condition it is hereby agreed that the Frenchmen thus delivered up shall not be considered as common prisoners of war, nor be in any respect maltreated. They shall be conveyed at the Company's expense and with as little restraint as possible to England, and from thence be sent by the first favorable opportunity to France, without being detained for a cartel or exchange of prisoners.

Signed, sealed, and exchanged at Hyderabad the 1*st September, Anno Domini* 1798, *or* 19*th Rubby-ul-Awul, Anno Hegiræ* 1213.

(Signed) J. A. KIRKPATRICK,
Acting Resident.

Separate Article appertaining to the perpetual Subsidiary Treaty concluded between the Honourable English East India Company and His Highness the Nawab Ausuph Jah Bahadoor, on the 1st September, Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Hegiræ 1213.

No correspondence on affairs of importance shall in future on any account be carried on with the Circar of Rao Pundit Prudhan, or with any of his dependants, either by the Nawab Ausuph Jah Bahadoor or by the Honourable Company's government, without the mutual privity and consent of both contracting parties; and whatever transactions, whether of great or small import, may in future take place with the aforesaid Rao Pundit Prudhan or his dependants, a reciprocal communication of the

same shall be made to the other contracting party without delay and without reserve.

Signed, sealed, and exchanged at Hyderabad the 1st September, Anno Domini 1798, *or* 19*th Rubby-ul-Awul, Anno Hegiræ* 1213.

(Signed) J. A. KIRKPATRICK,
Acting Resident.

No. IX.

PARTITION TREATY of MYSORE, 1799.

TREATY for strengthening the alliance and friendship subsisting between the ENGLISH EAST INDIA COMPANY BAHADOOR, HIS HIGHNESS the NAWAB NIZAM-OOD-DOWLAH AUSUPH JAH, BAHADOOR, and the PEISHWA, RAO PUNDIT PRUDHAN BAHADOOR, and for effecting a settlement of the dominions of the late Tippoo Sultan.

Whereas the deceased Tippoo Sultan, unprovoked by any act of aggression on the part of the allies, entered into an offensive and defensive alliance with the French, and admitted a French force into his army for the purpose of commencing war against the Honourable English Company Bahadoor and its allies, Nizam-ood-Dowlah Ausuph Jah Bahadoor, and the Peishwa Rao Pundit Prudhan Bahadoor; and the said Tippoo Sultan having attempted to evade the just demands of satisfaction and security made by the Honourable English Company and its allies for their defence and protection against the joint designs of the said Sultan and of the French, the allied armies of the Honourable English Company Bahadoor and of His Highness Nizam-ood-Dowlah Ausuph Jah Bahadoor proceeded to hostilities in vindication of their rights and for the preservation of their respective dominions from the perils of foreign invasion and from the ravages of a cruel and relentless enemy; And whereas it has pleased Almighty God to prosper the just cause of the said allies, the Honourable English Company Bahadoor and His Highness Nizam-ood-Dowlah Ausuph Jah Bahadoor, with a continual course of victory and success, and finally to crown their arms by the reduction of the capital of Mysore, the fall of Tippoo Sultan, the utter

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extinction of his power, and the unconditional submission of his people; And whereas the said allies, being disposed to exercise the rights of conquest with the same moderation and forbearance which they have observed from the commencement to the conclusion of the late successful war, have resolved to use the power which it has pleased Almighty God to place in their hands for the purpose of obtaining reasonable compensation for the expenses of the war and of establishing permanent security and genuine tranquillity for themselves and their subjects, as well as for all the powers contiguous to their respective dominions. Wherefore a Treaty for the adjustment of the territories of the late Tippoo Sultan between the English East India Company Bahadoor and His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, is now concluded by Lieutenant General George Harris, Commander-in-Chief of the forces of His Britannic Majesty and of the English East India Company Bahadoor in the Carnatic and on the Coast of Malabar, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close, on the part and in the name of the Right Honourable Richard, Earl of Mornington, K. P., Governor General for all affairs, civil and military, of the British nation in India; and by the Nawab Meer Allum Bahadoor on the part and in the name of His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, according to the undermentioned Articles, which, by the blessing of God, shall be binding upon the heirs and successors of the contracting parties as long as the sun and moon shall endure, and of which the conditions shall be reciprocally observed by the said contracting parties.

ARTICLE 1.

It being reasonable and just that the allies by this Treaty should accomplish the original objects of the war (*viz.*, a due indemnification for the expenses incurred in their own defence, and effectual security for their respective possessions against the future designs of their enemies), it is stipulated and agreed that the districts specified in the Schedule A, hereunto annexed, together with the heads of all the passes leading from the territory of the late Tippoo Sultan to any part of the possessions of the English East India Company Bahadoor, of its allies, or tributaries, situated between the ghauts on either coast, and all forts situated near to and commanding the said passes, shall be subjected to the authority, and

be for ever incorporated with the dominions of the English East India Company Bahadoor, the said Company Bahadoor engaging to provide effectually, out of the revenues of the said districts, for the suitable maintenance of the whole of the families of the late Hyder Ali Khan and of the late Tippoo Sultan, and to apply to this purpose, with the reservation hereinafter stated, an annual sum of not less than two lakhs of Star Pagodas, making the Company's share as follows:—

	Canterai Pagodas.
Estimated value of districts enumerated in the Schedule A, according to the statement of Tippoo Sultan, in 1792 ...	7,77,170
Deduct provision for the families of Hyder Ali Khan and of Tippoo Sultan, two lakhs of Star Pagodas, in Canterai Pagodas	2,40,000
Remains to the East India Company	5,37,170

ARTICLE 2.

For the same reason stated in the preceding Articles, the district specified in Schedule B, annexed hereunto, shall be subjected to the authority, and for ever united to the dominions, of the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, the said Nawab having engaged to provide liberally from the revenues of the said districts for the support of Meer Kummer-ood-deen Khan Bahadoor, and of his family and relations, and to grant him for this purpose a personal jaghire in the district of Gurrumcondah, equal to the annual sum of Rupees 2,10,000 or of 70,000 Canterai Pagodas, over and above and exclusive of a jaghire which the said Nawab has also agreed to assign to the said Meer Kummer-ood-deen Khan for the pay and maintenance of a proportionate number of troops to be employed in the service of his said Highness, making the share of His Highness as follows:—

	Canterai Pagodas.
Estimated value of the territory specified in Schedule B, according to the statement of Tippoo Sultan in 1792 ...	6,07,332
Deduct, personal jaghire to Meer Kummer-ood-deen Khan, Rupees 2,10,000, or	70,000
Remains to the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor	5,37,332

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ARTICLE 3.

It being further expedient, for the preservation of peace and tranquillity and for the general security on the foundations now established by the contracting parties, that the fortress of Seringapatam should be subjected to the said Company Bahadoor, it is stipulated and agreed that the said fortress and the island on which it is situated (including the small tract of land, or island, lying to the westward of the main island, and bounded on the west by a nullah, called the Mysore Nullah, which falls into the Cauvery near Chenagal Ghaut) shall become part of the dominions of the said Company, in full right and sovereignty, for ever.

ARTICLE 4.

A separate government shall be established in Mysore; and for this purpose it is stipulated and agreed that the Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, a descendant of the ancient Rajahs of Mysore, shall possess the territory hereinafter described upon the conditions hereinafter mentioned.

ARTICLE 5.

The contracting powers mutually and severally agree that the districts specified in Schedule C, hereunto annexed, shall be ceded to the said Maharajah Mysore Kishna Rajah, and shall form the separate government of Mysore, upon the conditions hereinafter mentioned.

ARTICLE 6.

The English East India Company Bahadoor shall be at liberty to make such deductions from time to time from the sums allotted by the first Article of the present Treaty for the maintenance of the families of Hyder Ali Khan and Tippoo Sultan, as may be proper, in consequence of the decease of any member of the said families; and in the event of any hostile attempt, on the part of the said family or of any member of it, against the authority of the contracting parties, or against the peace of their respective dominions or the territories of the Rajah of Mysore, then the said English East India Company Bahadoor shall be at liberty to limit or suspend entirely the payment of the whole or any part of the stipend hereinbefore stipulated to be applied to the maintenance and support of the said families.

ARTICLE 7.

His Highness the Peishwa Rao Pundit Prudhan Bahadoor shall be invited to accede to the present Treaty; and although the said Peishwa Rao Pundit Prudhan Bahadoor has neither participated in the expense or danger of the late war, and therefore is not entitled to share any part of the acquisitions made by the contracting parties (namely, the English East India Company Bahadoor and His Highness the the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor), yet, for the maintenance of the relations of friendship and alliance between the said Peishwa Rao Pundit Prudhan Bahadoor, the English East India Company Bahadoor, His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, and Maharajah Mysore Kishna Rajah Bahadoor, it is stipulated and agreed that certain districts, specified in Schedule D, hereunto annexed, shall be reserved for the purpose of being eventually ceded to the said Peishwa Rao Pundit Prudhan Bahadoor in full right and sovereignty, in the same manner as if he had been a contracting party to this Treaty; provided, however, that the said Peishwa Rao Pundit Prudhan Bahadoor shall accede to the present Treaty in its full extent within one month from the day on which it shall be formally communicated to him by the contracting parties, and provided also that he shall give satisfaction to the English East India Company Bahadoor and to His Highness Nizam-ood-Dowlah Ausuph Jah Bahadoor, with regard to certain points now depending between him, the said Peishwa Rao Pundit Prudhan Bahadoor and the said Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, and also with regard to such points as shall be represented to the said Peishwa, on the part of the English East India Company Bahadoor, by the Governor General or the British Resident at the Court of Poonah.

ARTICLE 8.

If, contrary to the amicable expectation of the contracting parties, the said Peishwa Rao Pundit Prudhan Bahadoor shall refuse to accede to this Treaty or to give satisfaction upon the points to which the seventh Article refers, then the right to and sovereignty of the several districts hereinbefore reserved for eventual cession to the Peishwa Rao Pundit Prudhan Bahadoor, shall rest jointly in the said English

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East India Company Bahadoor, and the said Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, who will either exchange them with the Rajah of Mysore for other districts of equal value more contiguous to their respective territories, or otherwise arrange and settle respecting them, as they shall judge proper.

ARTICLE 9.

It being expedient, for the effectual establishment of Maharajah Mysore Kishna Rajah in the government of Mysore, that His Highness should be assisted with a suitable subsidiary force, it is stipulated and agreed that the whole of the said force shall be furnished by the English East India Company Bahadoor, according to the terms of a separate Treaty to be immediately concluded between the said English East India Company Bahadoor and His Highness the Maharajah Mysore Kishna Rajah Oodiaver Bahadoor.

ARTICLE 10.

This Treaty, consisting of ten Articles, being settled and concluded this day, the 22nd of June, 1799 (corresponding to the 17th of Mohurrum, 1214 Anno Hegiræ), by the Lieutenant General George Harris, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close, on the part and in the name of the Right Honourable Richard, Earl of Mornington, Governor-General aforesaid; and by Meer Allum Bahadoor, on the part and in the name of His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor; the said Lieutenant General Harris, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close, have delivered to Meer Allum Bahadoor one copy of the same, signed and sealed by themselves; and Meer Allum Bahadoor has delivered to Lieutenant General George Harris, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close, another copy of the same, sealed by himself; and Lieutenant General George Harris, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close, and Meer Allum Bahadoor, severally

and mutually engage that the said Treaty shall be respectively ratified by the Right Honourable the Governor General under his seal and signature within eight days from the date hereof, and by His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, within twenty-five days from the date hereof.

The
Nizam's
Seal.

Ratified at Hyderabad, by His Highness the Nizam, on the 13*th day of July, Anno Domini* 1799.

(Signed) J. A. KIRKPATRICK,
Resident.

Schedule A.

THE COMPANY'S SHARE.

The following districts from Nuggur or Bidnore.

	C. Pagodas.	F.	C.	C. Pagodas.	F.	C.
Korial (Mangalore) Bekul and Nelliceram	1,33,602	7½	0			
Karkul	11,393	2½	0			
Barkoo	48,389	8½	0			
Khoolshaulpore	26,361	7½	0			
Bulkul	9,177	0½	0			
Gairsopah	9,192	0½	0			
Hunavur (Onore)	17,482	9½	0			
Mirjaun	8,953	4½	0			
Anoolah, Punchmahl, and Shedasooghur (or Soonda Payen Gaut)	28,332	2	0			
				2,92,945	2½	0
Bilghuy	.....			18,929	4½	0
Carried over ...	.....			3,11,874	6½	0

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Schedule A.—*(Continued.)*

	C. Pagodas. F. C.		
Brought forward ...	.....	3,11,874	6¼ 0
Coimbatoor, &c., viz.			
Coimbatoor	80,000 0 0		
Danaigincotah	35,000 0 0		
Chcoor	27,000 0 0		
Chinjeny	27,000 0 0		
Darapoor, Chuckerghery	64,000 0 0		
Settimungalum	30,000 0 0		
Undoor	8,000 0 0		
Perondoora	14,000 0 0		
Vizimungal (Aravarcourchy)	20,000 0 0		
Errode	20,000 0 0		
Coroor	41,000 0 0		
Coodgully	15,000 0 0		
Caveryporam	4,000 0 0		
		3,85,000	0 0
Wynaad (from Amudnugur Chickloor) from Talooks belonging to Seringapatam.			
Panganoor	15,000 0 0		
Suttikal Alambady and Kodahully	15,200 0 0		
Oussore	18,096 0 0		
Decanicotah and Ruttungeery	14,000 0 0		
Vencatigyracotah	6,600 0 0		
Ankusgusgeery and Solagecry	4,000 0 0		
Bangloor	3,000 0 0		
Talmulla and Talwoddy (2 Talooks of Hurdunhully) ...	5,000 0 0		
		80,296	0 0
		7,77,170	6¼ 0
Deduct provision for the maintenance of the families of Hyder Ali Khan and of Tippoo Sultan, Star Pagodas 2,00,000	....	2,40,000	0 0
Remains to the Company	Canterai Pagodas	5,37,170	6¼ 0

Schedule B.

The Nizam's Share.

Gooty.

	C. Pagodas.	F.	C.	C. Pagodas.	F.	C.
Fyse Hussur Kubal	15,568	0	0			
Kona Koomlah	7,500	0	0			
Pamri	11,000	0	0			
Wurjur Kurroor	8,998	1	0			
Yursutty Murajcherroo	5,902	0	0			
Bheim Rapah	4,800	0	0			
Muttoor	2,700	0	0			
Pravalli Mumminong	9,426	3	0			
Chunumpilly	8,951	8	0			
Mulkaira Kooloo	22,251	8¼	0			
Koortumni	8,800	0	0			
Yarki	22,673	1	0			
				1,28,571	1¼	0
Pennacoondah	.....			60,000	0	0
Murrugseera	.....			8,000	0	0
Hundytenantpoor	... .			16,000	0	0
Kongoor (remainder of)	.....			11,629	0	0
Kunchundgoondy (remainder of)	.....			10,000	0	0
Of Gurrumconda, all the districts not ceded in 1792 ...	.....			1,85,810	0	0
Puttungheery (from Seringapatam)	.....			10,000	0	0
Rydroog (6 Talooks)	....			1,02,856	0	0
Kurnool Peshcush	.....			66,666	0	0
From Chitteldroog Jerrymulla (1 Talook)	.....			7,800	0	0
				6,07,332	1¼	0
Deduct personal jaghire to Kummer-ood-Khan and relations	.....			70,000	0	0
Remains to the Nizam	.....			5,37,332	1¼	0

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Schedule C.

Districts ceded to Maharajah Mysore Kishna Rajah Oodiaver Bahadoor.

TALOOKS BELONGING TO SERINGAPATAM.

	C. Pagodas.	F.	C.	C. Pagodas.	F.	C.
Puttun Attorkrun	11,000	0	0			
Mysore Attorkrun or Rehmut Nazeer	11,500	0	0			
Nuzzer Bar	14,000	0	0			
Hurdunhully	15,000	0	0			
Periapatam	6,200	0	0			
Muddoor	13,200	0	0			
Hetghur Dewancotah	8,000	0	0			
Betudapoor	7,000	0	0			
Tyoor	8,000	0	0			
Yelandoor	10,000	0	0			
Malwelly (Yulinahbad)	9,000	0	0			
Tulkar Sosilah	8,100	0	0			
Nursipoor	10,200	0	0			
Yertoorah	7,200	0	0			
Bailoor	15,700	0	0			
Arkulgoor	4,300	0	0			
Chinipatam	12,100	0	0			
Bullum (Mungirabad)	10,000	0	0			
Hussen	7,900	0	0			
Honawully	9,400	0	0			
Nagmungul	4,700	0	0			
Belloor	3,100	0	0			
Maharage Droog	10,000	0	0			
Gram	3,500	0	0			
Ramghcery	7,400	0	0			
Turkarumb	7,400	0	0			
Ahmudnugger Chickloor	10,000	0	0			
Kurp	12,000	0	0			
Tornoy Khaira	9,000	0	0			
Coonydghul	5,008	9	0			
Hoolioordroog	4,000	0	0			
Kirkairy	4,065	0	0			
Chennyputtan	9,138	0	0			
Carried over ...	2,87,111	9	0			

Schedule C.—(*Continued.*)

	C. Pagodas.	F.	C.	C. Pagodas. Fan. C.
Brought forward ...	2,87,111	9	0	
Nooggairly	3,000	0	0	
Mairlatesh and Kismagepoor	6,100	0	0	
Sucknyputtan	6,200	0	0	
Banorawar, Guradungilly and Henenhelly	10,000	0	0	
Boodihall	7,000	0	0	
Nidghul	6,000	0	0	
Pasghur	10,000	0	0	
Hagulwary	12,000	0	0	
Goomnaipollum...	10,000	0	0	
Bangalore	55,000	0	0	
Mâgry	8,400	0	0	
Mudgeny	36,000	0	0	
Coorjgherry	4,000	0	0	
				4,60,811 9 0
Cankanhelly	8,900	0	0	
Nulwung and Doorbillah	16,000	0	0	
Anicul	10,300	0	0	
Byroodroog	4,000	0	0	
Hyboor	7,000	0	0	
Dewanhelly	20,045	0	0	
Ootradroog	5,000	0	0	
Chinroydroog	8,000	0	0	
Toomkoor and Deoroy	18,000	0	0	
Nidgegul and Macklijdroog	16,000	0	0	
Kundykeera and Chullnaighelly...	26,000	0	0	
Chota Balapoor	80,000	0	0	
Colar	80,000	0	0	
Jungumeotah	13,000	0	0	
Chuckmoogalum	8,184	4	0	
Kudoor	7,129	7½	0	
				3,17,509 1½ 0
Serra (remainder of).				
Serra and Amrapoor	55,000	0	0	
Hoosuttat	50,754	0	0	
Burra Balapoor	44,000	0	0	1,49,754 0 0
Carried over ...	.....			9,28,075 0½ 0

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Schedule C.—(*Continued.*)

	C. Pagodas. F. C.	C. Pagodas. F. C.
Brought forward ...	.....	9,28,075 0½ 0
Nuggur above Ghaut.		
Kusbah	29,145 4¾ 2	
Coolydroog	28,818 0¾ 2	
Koompsee	8,094 2½ 0	
Kope	22,864 5¼ 2	
Wasthara	6,818 9 0	
Eckairy and Sagur	30,411 0½ 2	
Chooty (Hoably)	11,006 8¾ 0	
Surbtowanundy	10,458 0½ 2	
Terryamwitty	17,424 0 0	
Shikarpoor	11,774 0¾ 0	
Anuntapoor	10,191 9½ 0	
Lakouly-danwas	11,629 6¾ 1	
Oodgunny	13,614 1¾ 0	
Jimoga	16,883 5 0	
Hoolighonore	6,583 5¾ 1	
Biddery	10,835 5 2	
Chingeery Beswapatam	22,091 1¾ 3	
Terry-keerah	14,076 4½ 2	
Azimpor	10,696 2¾ 3	
		3,02,417 6 6
Chittledroog (remainder of) 12 *Talooks.*		
Kusbah	20,874 7¾ 1	
Beem Sumendar	12,148 4 2	
Doodiary	12,984 9½ 0	
Husdroog	11,936 2¾ 3	
Muttoor	10,392 3½ 2	
Murkal Murroo	12,662 9¼ 3	
Tullick	11,854 0¾ 0	
Burm Sagur	10,163 6¼ 0	
Kunkopah	12,542 0¾ 2	
Bilchoor	10,683 1¼ 2	
Carried over ...	1,27,242 5¾ 4	12,30,492 6¼ 6

Schedule C.—(*Concluded.*)

	C. Pagodas. F. C.	C. Pagodas. F. C.
Brought forward ...	1,27,242 5½ 4	12,30,492 6½ 6
Hinoor	10,010 0 2	
Goodycottah	11,330 5½ 3	
		1,48,583 1½ 9
Deduct two Pergunnahs of Hurdunhilly, *viz.*, Talman and Talwaddy, included in the Company's share		5,000 0 0
Canterai Pagodas		13,74,076 8 1

Schedule D.

The Peishwa's share.

	C. Pagodas. F. C.
Harponelly, (6 Talooks)	1,10,030 8½ 0
Soonda, (above the Ghauts)	59,377 0 0
Annagoondy	60,101 0 0

From Chittledroog, two Talooks, viz.,—

	C. Pagodas. F. C.	
Holubkaira	11,425 4½ 0	
Mycoondah	12,226 9½ 0	
		23,652 3 0

From Bidnore, one Talook, viz.,—

Hurryhur	10,796 0 0
Canterai Pagodas	2,63,957 3½ 0

Ratified at Hyderabad, by His Highness the Nizam, on the 13*th day of July, Anno Domini* 1799.

(Signed) J. A. KIRKPATRICK,

Resident.

HYDER-ABAD.

No. IX.

Separate Articles of the Treaty with the Nizam.

Separate Articles appertaining to the Treaty of Mysore, concluded on the 22nd of June 1799 (corresponding to the 17th of Mohurrum Anno Hegiræ 1214) between the Honourable English East India Company Bahadoor and the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor.

Article 1.

With a view to the prevention of future altercations, it is agreed between His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor and the Honourable English East India Company Bahadoor, that to whatever amount the stipends appropriated to the maintenance of the sons, relations, and dependants of the late Hyder Ali Khan and Tippoo Sultan, or the personal jaghire of Meer Kummer-ood-deen Khan, shall hereafter be diminished, in consequence of any one of the stipulations of the Treaty of Mysore, the contracting parties shall not be accountable to each other on this head.

Article 2.

And it is further agreed between the contracting parties that in the event provided for by the eighth Article of the Treaty of Mysore, two-thirds of the share reserved for Rao Pundit Prudhan Bahadoor shall fall to His Highness the Nawab Nizam-ood-Dowlah Ausuph Jah Bahadoor, and the remaining third to the Honourable English East India Company Bahadoor.

The
Nizam's
Seal.

Ratified at Hyderabad by His Highness the Nizam, on the 13*th day of July, Anno Domini* 1799.

(Signed) J. A. Kirkpatrick,

Resident.

No. X.

Treaty with the Nizam, 1800.

Treaty of perpetual and general defensive alliance between the Honourable the English East India Company and His Highness the Nawab Nizam-ool-Moolk Ausuph Jah Bahadoor, Soubadar of the Deccan, his children, heirs, and successors; settled by Captain James Achilles Kirkpatrick, Resident at the Court of His Highness, by virtue of the powers delegated to him by the Most Noble Richard, Marquis Wellesley, Knight of the most illustrious Order of St. Patrick, one of His Britannic Majesty's most Honourable Privy Council, Governor General in Council, appointed by the Honourable the Court of Directors of the said Honourable Company to direct and control all their affairs in the East Indies, and Governor General in Council of all the British possessions in the East Indies.

Whereas, by the blessing of God, an intimate friendship and union have firmly subsisted for a length of time between the Honourable English East India Company and His Highness the Nawab Nizam-ool-Moolk Ausuph Jah Bahadoor, and have been cemented and strengthened by several Treaties of alliance, to the mutual and manifest advantage of both powers, who, with uninterrupted harmony and concord having equally shared the fatigues and dangers of war and the blessings of peace, are, in fact, become one and the same in interest, policy, friendship, and honour. The powers aforesaid, adverting to the complexion of the times, have determined on principles of precaution and foresight and with a view to the effectual preservation of constant peace and tranquillity, to enter into a general defensive alliance, for the complete and reciprocal protection of their respective territories, together with those of their several allies and dependants, against the unprovoked aggressions or unjust encroachments of all or of any enemies whatever.

Article 1.

The peace, union, and friendship so long subsisting between the two States shall be perpetual; the friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree that all the former Treaties and agreements between the two States now in force and not contrary to the tenor of this engagement shall be confirmed by it.

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ARTICLE 2.

If any power or State whatever shall commit any act of unprovoked hostility or aggression against either of the contracting parties, or against their respective dependants or allies, and, after due representation, shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand.

For the more distinct explanation of the true intent and effect of this agreement, the Governor General in Council, on behalf of the Honourable Company, hereby declares that the British Government will never permit any power or State whatever to commit with impunity any act of unprovoked hostility or aggression against the rights or territories of His Highness the Nizam, but will at all times maintain and defend the same, in the same manner as the rights and territories of the Honourable Company are now maintained and defended.

ARTICLE 3.

With a view to fulfil this Treaty of general defence and protection, His Highness the Nawab Ausuph Jah agrees that two battalions of sepoys and one regiment of cavalry, with a due proportion of guns and artillerymen, shall be added in perpetuity to the present permanent subsidiary force of six battalions of sepoys, of one thousand firelocks each, and one regiment of cavalry, five hundred strong (with their proportion of guns and artillerymen), so that the whole subsidiary force furnished by the Honourable East India Company to His Highness shall henceforward consist of eight battalions of sepoys (or eight thousand firelocks) and two regiments of cavalry (or one thousand horse), with their requisite complement of guns, European artillerymen, lascars, and pioneers, fully equipped with warlike stores and ammunition, which force is to be stationed in perpetuity in His Highness's territories.

ARTICLE 4.

The pay of the above-mentioned additional force shall be calculated at the rate of the pay of the existing subsidiary force, and shall

commence from the day of the entrance of the said additional force into His Highness's territories.

ARTICLE 5.

For the regular payment of the whole expense of the said augmented subsidiary force (consisting of eight thousand infantry, one thousand cavalry, and their usual proportion of artillery) His Highness the Nawab Ausuph Jah hereby assigns and cedes to the Honourable East India Company in perpetuity all the territories acquired by His Highness, under the Treaty of Seringapatam on the 18th March, 1792, and also all the territories acquired by His Highness under the Treaty of Mysore on the 22nd June 1799, according to the Schedule annexed to this Treaty.

ARTICLE 6.

Certain of the territories ceded by the foregoing Article to the Honourable Company being inconvenient, from their situation to the northward of the river Toombuddrah, His Highness the Nawab Ausuph Jah, for the purpose of rendering the boundary line of the Honourable Company's possessions a good and well-defined one, agrees to retain the districts in question, namely, Copul, Gujjinderghur, and others (as marked in the annexed Schedule) in his own possession; and, in lieu thereof, assigns and cedes in full and in perpetuity to the Honourable Company the district of Adoni, together with whatever other territory His Highness may be possessed of, or is dependent on His Highness's government, to the south of the Toombuddrah, or to the south of the Kistnah, below the junction of those two rivers.

ARTICLE 7.

The territories to be assigned and ceded to the Honourable Company by the fifth Article, or in consequence of the exchange stipulated in the sixth Article, shall be subject to the exclusive management and authority of the said Company and of their officers.

ARTICLE 8.

Whereas the actual produce of a considerable portion of the districts ceded to the Honourable Company by Article fifth is ascertained and

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acknowledged to be greatly inferior to their nominal value, as specified in the Schedule annexed to this Treaty, and the said districts cannot be expected for a long course of years to reach to their said nominal value; and whereas differences might hereafter arise between the contracting parties with respect to the real value of the same, and the friendship and harmony happily subsisting between the contracting parties be disturbed by discussions relating to the adjustment of accounts of the produce and value of the said districts; in order to preclude all causes of any such future difference or discussion between the two States, the said East India Company agrees to accept the said districts (with the reservation stated in the sixth Article) as a full and complete satisfaction for all demands on account of the pay and charges of the said subsidiary force; and therefore to whatever extent or for whatever length of time the actual produce of the said districts shall prove inadequate to the amount of the subsidy payable by His Highness on account of the said subsidiary force, no demands shall ever be made by the Honourable Company upon the treasury of His Highness on account of any such deficiency or on account of any failure in the revenues of the said districts, arising from unfavourable seasons, from the calamity of war, or any other cause. His Highness the Nizam, on his part, with the same friendly views, hereby renounces all claim to any arrears or balances which may be due to him from the said districts at the period of their cession to the Honourable Company, and also to any eventual excess in the produce of the said districts, beyond the amount of the subsidy payable by His Highness on account of the said subsidiary force, the true intention and meaning of this Article being, that the cession of the said districts and the exchanges stipulated in the sixth Article shall be considered as a final close and termination of accounts between the contracting parties with respect to the charges of the said subsidiary force.

ARTICLE 9.

After the conclusion of this Treaty, and as soon as the British Resident shall signify to His Highness Ausuph Jah that the Honourable Company's officers are prepared to take charge of the districts ceded by the fifth Article, His Highness will immediately issue the necessary perwannahs or orders to his officers to deliver over charge of the same to

the officers of the Company; and it is hereby stipulated and agreed that all collections made by His Highness's officers subsequent to the date of the said perwannahs or orders, and before the officers of the Company shall have taken charge of the said districts, shall be carried to the account of the Honourable Company.

ARTICLE 10.

All forts situated within the districts to be ceded as aforesaid shall be delivered to the officers of the Honourable Company with the said districts; and His Highness the Nawab Ausuph Jah engages that the said forts shall be delivered to the Honourable Company as nearly as possible in the same state as that in which His Highness received them.

ARTICLE 11.

His Highness the Nawab Ausuph Jah will continue to pay the subsidy of the former subsidiary force and also that of the additional troops from his treasury in the same manner as hitherto observed, until the Honourable East India Company's officers shall have obtained complete possession from His Highness's officers of the country ceded to the said Company by the fifth Article. The Company will not claim any payments of subsidy from His Highness's treasury after their officers shall have obtained possession of the said districts from the officers of His Highness.

ARTICLE 12.

The contracting parties will employ all practicable means of conciliation to prevent the calamity of war; and for that purpose will at all times be ready to enter into amicable explanations with other States and to cultivate and improve the general relations of peace and amity with all the powers of India, according to the true spirit and tenor of this defensive Treaty. But if a war should unfortunately break out between the contracting parties and any other power whatever, then His Highness the Nawab Ausuph Jah engages that, with the reserve of two battalions of sepoys which are to remain near His Highness's person, the residue of the British subsidiary force (consisting of six battalions of sepoys and two regiments of cavalry with artillery) joined by six

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thousand infantry and nine thousand horse of His Highness's own troops, and making together an army of twelve thousand infantry and ten thousand cavalry, with their requisite train of artillery, and warlike stores of every kind, shall be immediately put in motion for the purpose of opposing the enemy; and His Highness likewise engages to employ every further effort in his power for the purpose of bringing into the field as speedily as possible the whole force which he may be able to supply from his dominions; with a view to the effectual prosecution and speedy termination of the said war, the Honourable Company in the same manner engage on their part, in this case, to employ in active operations against the enemy the largest force which they may be able to furnish over and above the said subsidiary force.

ARTICLE 13.

Whenever war shall appear probable His Highness the Nawab Ausuph Jah engages to collect as many benjarahs as possible, and to store as much grain as may be practicable in his frontier garrisons.

ARTICLE 14.

Grain and all other articles of consumption and provision, and all sorts of materials for wearing apparel, together with the necessary quantity of cattle, horses, and camels, required for the use of the subsidiary force, shall, in proportion to its present augmentation, be, as heretofore, entirely exempted from duties.

ARTICLE 15.

As by the present Treaty the union and friendship of the two States are so firmly cemented as that they may be considered as one and the same, His Highness the Nizam engages neither to commence nor to pursue in future any negociations with any other power whatever without giving previous notice and entering into mutual consultation with the Honourable East India Company's government; and the Honourable Company's government on their part hereby declare that they have no manner of concern with any of His Highness's children,

relations, subjects, or servants, with respect to whom His Highness is absolute.

ARTICLE 16.

As by the present Treaty of general defensive alliance, mutual defence and protection against all enemies are established, His Highness the Nawab Ausuph Jah consequently engages never to commit any act of hostility or aggression against any power whatever; and in the event of any differences arising, whatever adjustment of them the Company's government, weighing matters in the scale of truth and justice, may determine, shall meet with full approbation and acquiescence.

ARTICLE 17.

By the present Treaty of general defensive alliance, the ties of union, by the blessing of God, are drawn so close that the friends of one party will be henceforward considered as the friends of the other, and the enemies of the one party as the enemies of the other; it is therefore hereby agreed that if in future the Shorapore or Gudwall zemindars, or any other subjects or dependants of His Highness's government should withhold the payment of the Circar's just claims upon them, or excite rebellion or disturbance, the subsidiary force, or such proportion thereof as may be requisite, after the reality of the offence shall be duly ascertained, shall be ready, in concert with His Highness's own troops, to reduce all such offenders to obedience. And the interests of the two States being now in every respect identified, it is further mutually agreed that if disturbances shall at any time break out in the districts ceded to the Honourable Company by this Treaty, His Highness the Nawab Ausuph Jah shall permit such a proportion of the subsidiary troops as may be requisite to be employed in quelling the same within the said districts. If disturbances shall at any time break out in any part of His Highness's dominions, contiguous to the Company's frontier, to which it might be inconvenient to detach any proportion of the subsidiary troops, the British Government, in like manner, if required by His Highness the Nawab Ausuph Jah, shall direct such proportion of the troops of the Company as may be most conveniently stationed for the purpose to assist in quelling the said disturbances within His Highness's dominions.

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ARTICLE 18.

Whereas, by the favour of Providence, a perfect union, harmony, and concord, have long and firmly subsisted between the Honourable East India Company, His Highness the Nawab Ausuph Jah, His Highness the Peishwa Rao Pundit Prudhan, and Rajah Raghojee Bhooslah, therefore should His Highness Rao Pundit Prudhan and Rajah Raghojee Bhooslah, or either of them, express a desire to participate in the benefits of the present defensive alliance, which is calculated to strengthen and perpetuate the foundations of general tranquillity, the contracting parties will readily admit both or either of the said powers to be members of the present alliance, on such terms and conditions as shall appear just and expedient to the contracting parties.

ARTICLE 19.

The contracting parties being actuated by a sincere desire to promote and maintain general tranquillity, will admit Dowlut Rao Sindia to be a party to the present Treaty whenever he shall satisfy the contracting parties of his disposition to cultivate the relations of peace and amity with both States, and shall give such securities for the maintenance of tranquillity as shall appear to the contracting parties to be sufficient.

ARTICLE 20.

This Treaty, consisting of twenty Articles, being this day settled by Captain James Achilles Kirkpatrick with the Nawab Ausuph Jah Bahadoor, Captain Kirkpatrick has delivered one copy thereof in English and Persian, signed and sealed by himself, to the said Nawab, who, on his part, has also delivered one copy of the same, duly executed by himself; and Captain Kirkpatrick, by virtue of especial authority given to him on that behalf by the Most Noble the Governor General in Council, hereby declares the said Treaty to be in full force from the date hereof, and engages to procure and deliver to His Highness in the space of thirty days a copy of the same from the Governor General in Council, in every respect the counterpart of that executed by himself; and on the delivery of such copy the Treaty executed by Captain Kirkpatrick shall be returned; but the additional subsidiary force specified in the

third Article shall be immediately required by His Highness the Nizam and furnished by the Honourable Company, and all the other Articles shall be in full force from this time.

Signed, sealed, and exchanged at Hyderabad on the 12th October; Anno Domini 1800, *or 22nd Jemmadee-ul-Awul, Anno Hegiræ* 1215.

(Sd.) J. A. KIRKPATRICK,
Resident.

SEPARATE AND SECRET ARTICLES.

Separate and Secret Articles appertaining to the Treaty of perpetual and general defensive alliance concluded between the Honourable English East India Company and His Highness the Nawab Ausuph Jah Bahadoor on the 12th October, Anno Domini 1800, or 22nd Jemmadee-ul-Awul, Anno Hegiræ 1215.

ARTICLE 1.

The Peishwa Rao Pundit Prudhan shall be admitted to the benefits of this general defensive alliance on the following conditions:—

First.—Rao Pundit Prudhan shall accept the mediation of the Honourable Company's government for the amicable adjustment, on the basis of the Treaty of Mah, of all claims or demands of chout, and of all other claims or demands whatever, on the territories or government of His Highness the Nawab Ausuph Jah.

The British Government will also take into consideration the claims of His Highness the Nawab Ausuph Jah to a total exemption from chout, and will arbitrate, on the principles of justice and equity, any question now existing, or which shall hereafter arise, relative to the same, between Rao Pundit Prudhan and the Nawab Ausuph Jah; provided Rao Pundit Prudhan shall agree to accept the said arbitration; and Rao Pundit Prudhan shall not be admitted to the benefit of this general defensive alliance, until he shall have agreed to accept the arbitration of the British Government, with respect to the said claims of the Nawab Ausuph Jah to a total exemption from chout.

Secondly.—Rao Pundit Prudhan shall give full satisfaction to the Honourable East India Company on the various points depending between him and the British Government in India.

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Thirdly.—If Rao Pundit Prudhan shall agree to the following conditions, the Honourable East India Company and His Highness the Nawab Ausuph Jah will assist him in the restoration of his just authority in the Mahratta Empire.

Fourthly.—For this purpose Rao Pundit Prudhan shall agree to subsidize in perpetuity such a body of the said Company's troops as shall hereafter be judged necessary for the restoration and maintenance of his authority.

ARTICLE 2.

Rajah Raghojee Bhooslah shall be admitted to the benefit of this general alliance on the following conditions:—

First.—Rajah Raghojee Bhooslah shall accept the Honourable Company's arbitration of all unadjusted points between His Highness the Nawab Ausuph Jah and the said Rajah, according to the tenor of subsisting Treaties.

Secondly.—Rajah Raghojee Bhooslah shall agree to such equitable interchanges of territory with the Honourable East India Company as shall be judged necessary to complete or improve their respective frontiers, or to such cessions of territory (in consideration of a just pecuniary equivalent) as shall be judged necessary to the same purpose.

ARTICLE 3.

If, contrary to the spirit and object of this defensive Treaty, war should hereafter appear unavoidable (which God avert!) the contracting parties will proceed to adjust the rule of partition of all such advantages and acquisitions as may eventually result from the success of their united arms.

The contracting parties entertain no views of conquest or extension of their respective dominions, nor any intention of proceeding to hostilities, unless in the case of unjust and unprovoked aggression, and after the failure of their joint endeavours to obtain reasonable satisfaction, through the channel of pacific negociation, according to the tenor of the preceding Treaty. It is however declared that, in the event of war, and of a consequent partition of conquests between the contracting parties, His Highness the Nawab Ausuph Jah shall be entitled to participate equally

with the other contracting parties in the division of every territory which may be acquired by the successful exertion of their united arms, provided His Highness the Nawab Ausuph Jah shall have faithfully fulfilled all the stipulations of the preceding Treaty, especially those contained in the twelfth and thirteenth Articles thereof.

Signed, sealed, and exchanged at Hyderabad on the 12th October, Anno Domini 1800, *or 22nd Jemmadee-ul-Awul, Anno Hegiræ* 1215.

(Signed) J. A. KIRKPATRICK,
Resident.

SCHEDULE referred to in the TREATY.

SCHEDULE of His Highness the Nizam's territorial acquisitions by the Treaty of Seringapatam, dated the 18th May 1792, and by the Treaty of Mysore, dated the 22nd June 1799, and which, in conformity to the fifth and sixth Articles of the annexed Treaty, are now, together with the talook of Adoni, and all other talooks situated to the south of the rivers Toombuddrah and Kistnah, ceded in full and in perpetuity to the Honourable East India Company.

List of Talooks acquired by the Treaty of Seringapatam.

	C. Pagodas.	F.	A.	P.
Sidhout, 6 Talooks	81,885	9½	1	0
Chinnoor, 6 ditto	65,427	4¾	0½	0
Kumlapoor, 4 ditto	50,729	3¾	3	0
Vo-oor, 6 ditto	70,684	9	2½	0
Budwail, 3 ditto	54,883	0	4	0
Jumoonul Murrow, 7 ditto	90,643	7	1	0
Kummum, 7 ditto	1,30,148	2½	1	0
Kunnuckgherry, 3 ditto	30,952	4¼	1	0
Chit Koontah, 1 ditto	11,298	9¼	0	0
Gudtoor, 1 ditto	17,846	4¼	0	0
Cœl Konetah, 1 ditto	10,224	9	3½	0
Opulpaha, 1 ditto	10,098	1¾	1½	0
Nursapoor, 1 ditto	8,397	5½	3	0
Bisspul, 1 ditto	11,074	11¼	0	0
Donypahr Wurdwarum, 1 ditto	12,402	3¾	1	0
Poodtoor, 2 ditto	22,979	4	2	9

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	C. Pagodas.	F.	A.	P.
Chutwail or Multlwaur, 8 Talooks	1,30,769	3½	1	9
Monyaulpalo, 1 ditto	6,000	0	0	0
Nussam, 1 ditto	17,802	2½	0	0
Bungumpully and Chunchunmullah, 2 ditto ...	41,804	9½	0	0
Ouak, 1 ditto	20,000	0	0	0
In Goody, 4 ditto	51,782	8¼	0	0
Bulhary and Kurkoor, 1 ditto	23,000	0	0	0
Weonlahwempelly, 1 ditto	12,565	0	0	0
Kopaul, 8 ditto	1,06,137	3½	1	0
Gajjinderghun, 8 ditto	1,01,977	9	0	0
Kunnuckgherry, 1 ditto	79,100	0	0	0
Singaputtun Oopalwurrah, 1 ditto	20,000	0	0	0
Hunmuntcond, 1 ditto	15,000	0	0	0
Busswahpoor, 1 ditto	5,000	0	0	0
Mokah, 1 ditto	12,162	6¾	2	0
In the Talook of Kookoor	370	2¼	1	9
Total	13,16,666	6½	2	0

List of Talooks acquired by the Treaty of Mysore—Gooty (remainder of).

	C. Pagodas.	F.	A.
Fyze Hissar (the fort and dependencies)	15,568	0	0
Kundundlah	7,500	0	0
Paumry	11,000	0	0
Warkur Kunoor	8,998	0	0
Yarutty Murracheeroo	5,902	0	0½
Beem Rajah	4,800	0	0
Nuttoor	2,700	0	0
Biâly Mutty Murgh	9,426	3	0
Churtumpully	8,951	0	0
Mutyhurah Huttoor	22,251	9½	0
Koondunty	8,800	0	0
Yarghy	22,673	0	0
Pencoondah	60,000	0	0
Minighserrah	8,000	0	0
Hundy Ununtpoor	16,000	0	0
Koorkoor (remainder of)	11,629	0	0
Kanchungoondy	10,000	0	0
Gurrumcondah	1,85,810	0	0
Ruttungherry	10,000	0	0

	C. Pagodas.	F.	A.
Ragdroog, 6 Talooks	1,02,856	0	0
Kinnool Peishcush	66,666	0	0
Junymullah, 1 Talook	7,800	0	0
Umrahpoor Noomautty	10,000	0	0
Anungoondy	60,100	0	0
Hurpunkully, 6 Talooks	1,10,030	8¾	0
Wurtnahpoor, and sundry other villages in the Chittledroog district	5,840	1¼	0
Total ...	7,93,300	10¾	0
Grand Total ...	21,09,968	5	3

The districts situated north of the Toombuddrah, which conformably to the sixth Article of the annexed Treaty remain with His Highness the Nizam to be deducted from the above, as follows:—

	C. Pagodas.	F.	A.
Koopul, 8 Talooks	1,06,137	3½	0
Cajjirdughur, 8 ditto	1,01,977	9	0
Kunnauckgherry, 1 ditto	79,100	0	0
Villages of the Anagoondy district situated to the north of the Toombuddrah	8,710	0	0
Villages of the Tukkulcottah district, situated likewise north of the Toombuddrah	855	0	0
Retained by His Highness the Nizam	2,96,780	0½	0
Remains to the Honourable Company C. Pagodas ...	18,13,188	4½	3
Add to the Adoni country, which, together with all His Highness's remaining possessions, south of the Toombuddrah, is, by the sixth Article of the annexed Treaty, ceded in exchange for the above districts to the Honourable Company ... ... Rupees ...	8,34,718	12	0

Signed, sealed, and exchanged at Hyderabad, the 12th October, A. D. 1800, *or 22nd Jemaul-ul-Awul, A. H.* 1215.

(Signed) J. A. KIRKPATRICK,

Resident.

HYDERABAD.

No. X.

ADDITIONAL ARTICLE of TREATY between the HONOURABLE EAST INDIA COMPANY on the one part, and HIS HIGHNESS NAWAB NIZAM-OOL-MOOLK AUSUPH JAH MEER UKBUR ALI KHAN BAHADOOR, Soubah of the Deccan, his children, heirs, and successors, on the other; to be considered as appertaining to the Treaty of perpetual and general defensive alliance concluded at Hyderabad on the 12th of October 1800 A. D., or 22nd of Jemmadee-ul-Awul 1215 A. H.

ARTICLE.

In the event (which God however avert!) of joint war breaking out hereafter with any other power, it is hereby agreed that, during the continuance thereof, all officers and all troops, whether individually or collectively, belonging to either of the contracting parties, shall have free ingress and egress to and from all the territories, and to and from all the forts belonging to each other respectively; and it is hereby further agreed that all officers, whether Civil or Military, belonging to either government, shall, when requisite, employ all their power and all the resources at their command in facilitating the operations of the troops employed, to whichever of the two contracting powers they may happen to belong.

Signed, sealed, and exchanged at Hyderabad, this 9th of January, 1804, *agreeing with 25th Ramzan, A. H.* 1218.

(Signed) J. A. KIRKPATRICK,
Resident.

His Highness's Mark.

His Highness's Little Seal.

His Highness's Great Seal.

(A true copy.)

(Signed) J. A. KIRKPATRICK,
Resident.

No. XI.

Commercial Treaty with the Nizam, 1802.

Treaty for the improvement and security of the trade and commerce between the territories of the Honourable East India Company and of His Highness the Nawab Nizam-ool-Moolk Ausuph Jah, Soubadar of the Deccan; settled by Major James Achilles Kirkpatrick, Resident at the Court of His Highness, by virtue of the powers delegated to him by His Excellency the Most Noble Richard, Marquis Wellesley, Knight of the Most Illustrious Order of Saint Patrick, one of His Britannic Majesty's Privy Council, Governor General in Council, Captain General and Commander-in-Chief of His Majesty's and the Honourable Company's Forces in India, appointed by the Honourable the Court of Directors of the said Honourable Company to direct and control all their affairs in the East Indies, and Governor General in Council of all the British possessions in the East Indies.

Whereas a well regulated commerce is essential to the opulence and prosperity of the people and to the wealth and power of the State; and whereas a free and secure commercial intercourse tends to maintain and improve the relations of amity, peace, and concord between contiguous nations:

Wherefore the Honourable East India Company and His Highness the Nawab Ausuph Jah, anxious to improve by every possible means the close and intimate connection now happily established between the two States, and to extend the benefits of their union to their respective subjects, have agreed on the following Articles of a Treaty of commerce between the two States:—

Article 1.

As the testimony of the firm friendship, union, and attachment, subsisting between the Honourable Company and His Highness the Nawab Ausuph Jah, the Honourable Company hereby agree to grant to His Highness the free use of the seaport of Masulipatam; at which port His Highness shall be at liberty to establish a commercial factory and agents under such regulations as the nature of the Company's government shall require and as shall be adjusted between the Governor-General in Council and His said Highness.

Article 2.

His Highness's ships bearing his flag shall be entitled at all times to the protection of His Britannic Majesty's and of the Honourable

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Company's ships of war, and shall be admitted into all the ports belonging to the British Government in India upon the footing of the most favoured nations.

ARTICLE 3.

There shall be a free transit between the territories of the contracting parties of all articles being the growth, produce, or manufacture of each respectively; and also of all articles being the growth, produce, or manufacture of any part of His Britannic Majesty's dominions.

ARTICLE 4.

All rahdarry duties and all duties collected by individual renters or zemindars on goods passing to and from the territories of the contracting parties shall be abolished, and all zemindars, renters, &c., shall be strictly prohibited from committing any acts of extortion or violence on the merchants passing through the respective territories of the contracting parties.

ARTICLE 5.

A duty of five per cent. and no more shall be levied at Hyderabad indiscriminately on all articles of merchandize whatever imported into His Highness's dominions from the Company's possessions. No articles shall pay duty more than once. The duties payable shall be regulated by a just valuation of the article or commodity on which they shall be charged, and which shall be determined by an invoice, authenticated by the seal and signature of the proper Officer on each side: nor shall any arbitrary valuation of any article or commodity be admitted to enhance the amount of the duties payable thereon, and the said duties shall be fixed and immutable except by the mutual consent of the contracting parties.

ARTICLE 6.

The Honourable East India Company shall on their part adopt similar arrangements in every respect for the purpose of facilitating the transit through their dominions of all articles the growth, produce, or manufacture of His Highness's territories, and of guarding the same from all unjust exactions or vexatious imposts whatever.

ARTICLE 7.

The duties payable to the Honourable Company on all articles imported into their territories from His Highness's dominions shall be collected in the mode prescribed by the fifth Article at Masulipatam alone, or at one or more places according to the convenience of the merchants belonging to His Highness's dominions; and the said place or places shall be fixed with the consent of His Highness the Nizam, it being understood that no article imported from His Highness's dominions shall in any case pay duty more than once, whether the said duty be collected at Masulipatam or elsewhere.

ARTICLE 8.

A duty of five per cent. and no more shall be levied once by His Highness's government, and be made payable at Hyderabad on the prime cost of all commodities purchased in His Highness's dominions for exportation.

ARTICLE 9.

No merchants or traders under the Company's government shall be allowed to re-vend in the dominions of the Nawab aforesaid the productions or manufactures of his territories purchased by them therein. Neither shall any grain be exported from the territories of the Nawab aforesaid into those of the Honourable Company without a special licence for the purpose; nor any more grain be purchased in His Highness's territories than what is necessary for the consumption of the subsidiary force. But it is at the same time hereby agreed that, in cases of necessity, permission shall reciprocally be granted immediately on application for the transportation of grain, free from all duties whatever, into the respective territories of the two contracting powers in Hindostan and Deccan.

ARTICLE 10.

The traders under both governments, namely, all such as shall traffic from the Honourable East India Company's territories to the territories of His Highness the Nawab Ausuph Jah, and *vice versâ*, shall, upon the importation of their commodities into the respective territories, pay once a duty of five per cent. according to the terms prescribed in the foregoing Articles. With respect to others who do not come under the above description, such as traders from foreign parts or inhabitants of

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Hyderabad, who have always paid the usual duties, the kurrorah shall, as heretofore, levy duties from them according to custom.

ARTICLE 11.

The preceding regulations shall take effect and be established in the respective territories of the contracting parties on the 1st day of September next, answering to the 2nd of Jemmadee-ul-Awul, A. H. 1217, after which day no duties shall be levied in any other manner than in conformity to the stipulations of this Treaty.

ARTICLE 12.

This Treaty, consisting of twelve Articles, being this day settled by Major James Achilles Kirkpatrick with the Nawab Ausuph Jah Bahadoor, Major Kirkpatrick has delivered one copy thereof in English and Persian, signed and sealed by himself, to the said Nawab, who on his part has also delivered one copy of the same duly executed by himself: and Major Kirkpatrick, by virtue of special authority given to him in that behalf by His Excellency the Most Noble the Governor General in Council, hereby declares the said Treaty to be in full force from the date hereof, and engages to procure and deliver to His Highness in the space of fifty days, a copy of the same from the Governor General in Council, in every respect the counterpart of that executed by himsef, and on the delivery of such copy, the Treaty executed by Major Kirkpatrick shall be returned.

Signed, sealed, and exchanged at Hyderabad, this 12th day of April, A. D. 1802, or 8th day of Zehidge, A. H. 1816.

Seal of the Nizam.

(Signed) J. A. KIRKPATRICK,
Resident.

No. XII.

INSTRUMENT under the signature of the Governor General in Council, delivered to the NIZAM (SECUNDER JAH) on his accession to the musnud, recognising all the former Treaties and engagements with NIZAM ALI deceased.

The friendship and alliance which so firmly and happily subsisted between His late Highness the Nawab Nizam Ali Khan, Soubadar of

the Deccan, and the Honourable Company's government, shall be considered to subsist with equal force and sincerity and shall continue for ever unimpaired between His late Highness's eldest son and successor, the Nawab Secunder Jah, and the Honourable Company, and all Treaties and engagements which subsisted between His late Highness and the Honourable Company's government shall be considered to be in full force to all intents and purposes. And His Excellency the Most Noble the Governor General in Council hereby declares, on the part of the Honourable Company, that the British Government is effectually bound by the said engagements and Treaties, and that the said engagements and Treaties shall be duly observed until the end of time.

Given under the seal of the Honourable Company, and the signature of His Excellency the Most Noble the Governor General in Council, at Fort William in Bengal, this 24th day of August 1803.

ENGAGEMENT between SECUNDER JAH and the COMPANY, 1803.

The friendship and union which so strongly and happily subsisted between the late Nawab Nizam Ali Khan Bahadoor (whose soul is in Paradise), and the Honourable Company's government are to be considered as perfectly unimpaired, and shall meet with no interruption whatever. All existing Treaties and engagements likewise that were contracted with the late Nawab aforesaid are in full force to all intents and purposes; and we hereby declare that we are effectually bound by the engagements and Treaties aforesaid, and by the blessing of God, the said Treaties and engagements shall be duly observed until the end of time.

Signed and sealed on the 7th day of August, Anno Domini 1803, *answering to Rubbee-oos-Sanee, A. H.* 1218, *with the seal and signature of Meer Foulaad Ali Khan Secunder Jah Bahadoor, Soubadar of the Deccan, and delivered in duplicate, on the day aforesaid, by His Highness himself to Major James Achilles Kirkpatrick, Resident at the Court of Hyderabad.*

The Seal of the Nawab Secunder Jah

Signed) J. A. KIRKPATRICK,
Resident.

HYDER-ABAD.

No. XIII.

No. XIII.

PARTITION TREATY of Hyderabad, with HIS HIGHNESS THE SOUBADAR of the DECCAN, 1804.

TREATY for the settlement of general peace in Hindostan and the Deccan, and for the confirmation of the friendship subsisting between the HONOURABLE ENGLISH EAST INDIA COMPANY and its allies, HIS HIGHNESS THE SOUBADAR OF THE DECCAN and HIS HIGHNESS RAO PUNDIT PRUDHAN PEISHWA BAHADOOR, settled between the said Honourable Company and the said allies by MAJOR JAMES ACHILLES KIRKPATRICK, Resident of the Court of Hyderabad, in virtue of the powers delegated to him by HIS EXCELLENCY THE MOST NOBLE RICHARD, MARQUIS WELLESLEY, Knight of the most Illustrious Order of Saint Patrick, one of His Majesty's Most Honourable Privy Council, Governor General in Council of all the British possessions, and Captain General of all the British land forces in the East Indies.

Whereas, by the terms of the Treaties of peace concluded by Major General the Honourable Arthur Wellesley, on the part of the Honourable Company and its allies, with the Maharajah Senah Saheb Soubah, Rajah of Berar, at Deogaum, on the 17th of December, 1803, and with Maharajah Dowlut Rao Sindia, at Surjee Anjengaum, on the 30th of that month, which Treaties have been duly ratified by the Governor General in Council and by the allies of the British Government, certain forts and territories have been ceded by Maharajah Senah Saheb Soubah, and by Maharajah Dowlut Rao Sindia, to the Honourable Company and its allies, the following Articles of agreement, for the settlement of the said forts and territories, have been concluded by the British Government and by the said allies:—

ARTICLE 1.

The province of Cuttack, including the port and district of Balasore, and all cessions of every description made by the second Article of the Treaty of Deogaum, or by any Treaties which have been confirmed by the tenth Article of the said Treaty of Deogaum, shall belong in perpetual sovereignty to the Honourable English East India Company.

ARTICLE 2.

The territories of which Maharajah Senah Saheb Soubah formerly collected the revenues, in participation with His Highness the Soubadar of the Deccan, and those formerly possessed by Maharajah Senah

Saheb Soubah, to the westward of the river Wurdah, ceded by the third Article of the Treaty of Deogaum, and the territory situated to the southward of the hills, on which are the forts of Nernullah and Gawilghur, and to the westward of the river Wurdah, stated by the fourth Article of the Treaty of Deogaum to belong to the British Government and its allies, shall belong in perpetual sovereignty to His Highness the Soubadar of the Deccan, with the exception of the districts reserved to Senah Saheb Soubah in the fifth Article of the said Treaty of Deogaum.

ARTICLE 3.

All the forts, territories, and rights of Maharajah Dowlut Rao Sindia in the Doab, or country situated between the Jumna and Ganges, and all his forts, territories, rights, and interests in the countries which are to the northward of those of the Rajahs of Jeypore and Jodhpore, and of the Rana of Gohud, ceded by the second Article of the Treaty of Surjee Anjengaum, shall belong in perpetual sovereignty to the Honourable Company.

ARTICLE 4.

The fort of Baroach and territory depending thereon, ceded by the third Article of the Treaty of Surjee Anjengaum, shall belong in perpetual sovereignty to the Honourable Company.

ARTICLE 5.

The fort and city of Ahmednugger, together with such part of the territory depending thereon as is ceded by the third Article of the Treaty of Surjee Anjengaum to the Honourable Company and its allies, shall belong in perpetual sovereignty to His Highness the Peishwa.

ARTICLE 6.

All the territories which belonged to Maharajah Dowlut Rao Sindia before the commencement of the late war, situated to the southward of the hills called the Adjuntee Hills, including the fort and district of Jalnapore, the town and district of Gandapore, and all other districts between that range of hills and the river Godavery, ceded by the fourth

HYDERABAD. No. XIII.

Article of the Treaty of Surjee Anjengaum to the Honourable Company and its allies, shall belong in perpetual sovereignty to His Highness the Soubadar of the Deccan.

ARTICLE 7.

All cessions made to the Honourable Company by any Treaties which have been confirmed by the ninth Article of the Treaty of Surjee Anjengaum shall belong in perpetual sovereignty to the Honourable Company.

ARTICLE 8.

This Treaty, consisting of eight Articles, being this day, the 17th of Mohurrum, corresponding with the 28th of April, settled and concluded at Hyderabad by Major James Achilles Kirkpatrick, with His Highness the Nawab Ausuph Jah Meer Ukbur Ali Khan Bahadoor, Soubadar of the Deccan, the said Major James Achilles Kirkpatrick has delivered to His said Highness a copy of the same, in English and Persian, under the seal and signature of the said Major James Achilles Kirkpatrick, and His Highness the Nawab Ausuph Jah Meer Akber Ali Khan Bahadoor has delivered to the said Major James Achilles Kirkpatrick another copy also in Persian and English, bearing His Highness's seal and signature; and the aforesaid Major James Achilles Kirkpatrick has engaged to procure and deliver to His said Highness without delay a copy of the same, duly ratified by His Excellency the Most Noble the Governor General in Council, on the receipt of which by His said Highness the present Treaty shall be deemed complete and binding on the Honourable the English East India Company, and His Highness, and the copy of it now delivered to His said Highness the Nawab Ausuph Jah shall be returned.

Done at Hyderabad, this 28th day of April, Anno Domini 1804, *or* 17*th day of Mohurrum, Anno Hegiræ* 1219.

(Sd.) J. A. KIRKPATRICK,

Resident.

No. XIV.

TREATY between the HONOURABLE EAST INDIA COMPANY and HIS HIGHNESS THE SOUBADAR of the DECCAN and his children, heirs, and successors, for the further confirmation of friendship and unity of interests, concluded through the Agency of CHARLES THEOPHILUS METCALFE, Esq., Resident at the Court of His said Highness, by virtue of full powers to that effect vested in him by HIS EXCELLENCY THE MOST NOBLE FRANCIS, MARQUIS OF HASTINGS, Knight of the Most Noble Order of the Garter, Knight G. C., of the Most Honourable Order of the Bath, one of His Britannic Majesty's Most Honourable Privy Council, Governor General in Council, appointed by the Honourable the Court of Directors of the said Honourable Company to direct and control all their affairs in the East Indies, and Commander-in-Chief of His Majesty's and the Honourable Company's Forces.

Whereas certain rights, forts, and territories have come into the possession of the Honourable East India Company from the States of Nagpore and Holkar, and in consequence of the reduction and occupation of the dominions of the Peishwa, the following Articles of agreement for the settlement of the said rights, forts, and territories have been concluded by the said Honourable Company and His said Highness the Soubadar of the Deccan.

ARTICLE 1.

All former Treaties and engagements between the two States now in force and not contrary to the tenor of this Treaty shall be confirmed by it.

ARTICLE 2.

The arrears of all claims and demands of chout, and of all other claims whatever on the territories or government of His Highness the Nizam, due by His said Highness to the Peishwa, are hereby declared to be extinguished, and His said Highness is released in perpetuity from the payment of all chout of every description on account of any part of his possessions.

ARTICLE 3.

His Highness the Nizam being desirous of possessing certain of the

HYDERABAD. No. XIV.

districts acquired by the late war on account of their situation within the exterior line of His Highness's frontier, the following exchanges of territory are hereby agreed upon for His Highness's benefit and the mutual convenience of the contracting parties.

ARTICLE 4.

The districts formerly belonging to the Peishwa as specified in the Schedule A, hereunto annexed, and estimated at the annual sum of Rupees 5,69,275-8 are hereby transferred in perpetual sovereignty to His Highness the Nizam.

ARTICLE 5.

The districts formerly belonging to the Rajah of Nagpore according to the Schedule B, hereunto annexed, and estimated at the annual sum of Rupees 3,13,743-8, together with the forts of Gawilghur and Narnulla, and the range of hills on which they are situated, shall belong in perpetual sovereignty to His said Highness.

ARTICLE 6.

The districts of Umber and Ellora, formerly belonging to Maharaj Mulhar Rao Holkar, and estimated at the annual sum of Rupees 1,89,373 shall also belong in perpetual sovereignty to His said Highness.

ARTICLE 7.

His Highness the Nizam on his part hereby cedes to the Honourable Company in perpetual sovereignty the whole of his rights and possessions situated on the west or right bank of the river Seena, according to the Schedule C, hereunto annexed, and also the whole of his rights and possessions situated with the district of Ahmednuggur as detailed in the said Schedule, the whole being estimated at the annual sum of Rupees 4,31,785-3½.

ARTICLE 8.

His Highness the Nizam also cedes, for the purpose of their being transferred in perpetual sovereignty to the Rajah of Nagpore, the whole of his participated rights and possessions situated on the east or left bank of the river Wurdah, according to the Schedule D annexed to the present Treaty, and estimated to produce an annual revenue of Rupees 75,000.

ARTICLE 9.

Certain assignments of chout within the territory of His Highness the Nizam, to the estimated annual amount of Rupees one lakh and twenty thousand, having been guaranteed to Appa Dessaye and the Putwardhuns, His Highness the Nizam hereby agrees to pay the aforesaid sum annually to the Honourable East India Company in perpetuity.

ARTICLE 10.

His Highness the Nizam also engages to confirm and continue all enams and wurshasuns and all individual and charitable allowances of every description whatever which may have been granted either on the chout payable by His Highness to the Peishwa, or any portion of the districts formerly belonging to the Peishwa and now acquired by His said Highness under the fourth Article of the present Treaty, provided those grants shall have been in force at the breaking out of hostilities with the Peishwa in the month of November, 1817, and that the holders of them shall have performed the conditions prescribed in Mr. Elphinstone's proclamation, dated the 11th of February, 1818.

ARTICLE 11.

This Treaty, consisting of eleven Articles, having been this day settled by Charles Theophilus Metcalfe, Esquire, with the Nawab Ausuph Jah Bahadoor, one copy thereof has been delivered to the said Nawab, and the Nawab on his part has delivered one copy of the same duly executed by himself to the aforesaid gentleman, who engages to procure and deliver to His Highness a copy of the same from His Excellency the Governor General, in every respect the counterpart to this executed

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No. XIV.

by himself, after which the copy executed by the aforesaid gentleman shall be returned.

Signed, sealed, and exchanged at Hyderabad, 12th December, A. D. 1822, 27th Rubbee-ul-Awul, A. H. 1238.

The Nizam's Seal.

(Signed) C. T. METCALFE. L. S.

„ HASTINGS.

„ J. ADAMS.

„ J. FENDALL.

„ J. H. HARINGTON.

Ratified by the Governor General in Council, at Fort William in Bengal, this 31st day of December, 1822.

(Signed) GEORGE SWINTON,
Secretary to Government.

A.

Schedule of the districts formerly belonging to the Peishwa, and now transferred, by the 4th Article of the annexed Treaty, to His Highness the Nizam.

Oomurtehair	Total ...	5,69,275 8 0
Julgaum...		
Wyezapoor Seorage		
Untoor „		
22 Villages of Talook Rahis-bone Seornije		
Dhabany Seorage		
Detached Villages		
Shewlee Peer		
Hirpoor Talookah		
Ghal Nandoor		
Sundry Villages		

B.

Schedule of the districts formerly belonging to the Rajah of Nagpore, and now transferred, by the 5th Article of the annexed Treaty, to His Highness the Nizam.

Akoal			
Argaum			
Wumais	...	...	3,25,000 8 0
Bhatooly			
Kulkall			
Deduct the revenue of Moongaum held by Sreedhur Pundit and Jeswunt Rao Ramchunder, half of the village Belkhaira held by Jeswunt Rao Ramchunder.	...	...	11,257 0 0
	Total	...	3,13,743 8 0

C.

Schedule of the rights and possessions of His Highness the Nizam, situated on the west or right bank of the river Seena, and within the district of Ahmednuggur, the whole of which are now transferred, by the 7th Article of the annexed Treaty, to the Honourable Company.

WEST OF THE SEENA.

In the pergunnah of Mohul, Circar of Purainda,—

The Kusbeh, &c.	Wurwul.
Koorwullee, &c.	Ram Higna, &c.
Phool Chircholee.	

In the pergunnah of Raseen, Circar of Ahmednuggur,—

Koortee, &c.

In the pergunnah of Pandia, Circar of Pairgaum,—

Ahmednuggur.	Montchgaum.
Saurergaum, &c.	Siraul, &c.

Loonee, &c.

In the pergunnah of Wangee, Circar of Purainda,—

Luhwa.	Kunder.
Krishbeh, &c.	Hitnowra.

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In the pergunnah of Mundroop, Circar of Solapoor,—

Mundroop, &c.	Meeree, &c.

In the pergunnah of Taimbhoornee, Circar of Puraindar,—

Ahola, &c.	Hutgaum.
Wuralee.	Kusbeh of Taimbhoornee.

In the pergunnah of Chumargoonda, Circar of Ahmednuggur,—

Paleywarree, &c.	Saitphut.
Kurgut.	Korygaum.
Koondaiza.	Ghautgaum, &c.

In the pergunnah of Kunywulleet, Circar of Ahmednuggur,—

Kusbeh of Nandnuj.	Amba Julgaum, &c.
Hurmulla.	Sogaum, &c.
Pargaum, &c.	Mamdgaum, &c.

In the pergunnah of Burdole, Circar and Soobah of Beejapoor,—

Tanklee, &c.	Part of the village of Mandra.
Jujjeesunnee, &c.	Codree Kunnoor.
Charchars, &c.	Choutee and other Ubwaubs granted to the Putwurdhuns.

In the pergunnah of Oondergaum, Circar of Purainda,—

Marra, &c.

In the pergunnah and Circar of Purainda,—

Koordoo and 19 other khalsa villages.	Oopla.
Badlonee, and 11 other villages.	Papnass.

WITHIN THE DISTRICT OF AHMEDNUGGUR.

In the pergunnah of Kurwah,—

Adulgaum.	Kolegaum.

In the Pergunnah of Jamkhair,—

Kurdlah.	Sonegaum.
Jamkhair.	Sountany attached to the fort of Purainda.
Loney.	
Punpulgaum.	Dhurrungaum.

In the turruff of Ranjungaum,—

Anguah.	Bhowsee.

In the talook of Khaim,—

Khaim.	Nimborry.

In the talook of Ahmednuggur,—

Kohrgaum.	Mandway.
Mreddurgaum.	Pargaum Kolhot.

Balwany.

In the pergunnah of Pangree,—

Bhatamray.	Chickroud.

In the Circar of Sungamnair,—

Rahlay.

In the pergunnah of Nawassa,—

Sallabutpoor.	Sooltanpore.
Boorhampore.	Kurmore.
Hingangaum.	Koontaphul.
Chanday.	Tondoolee.
Lohorwarry.	Sallut Wurgong.
Dairhgaum.	Dewallamy.
Moreguhan.	Wankkree.
Ballypondurce.	Mallwany.
Neembgaum.	Nimbay.
Prowrah Sungum.	Prekargaum.
Pathewully.	Khandlay Khaddlay.
Koorneet Sengway.	Amulnair.

Total within the district of Ahmednuggur and on the west bank of the river Seena 4,31,785 3 0½

D.

Schedule of the participated rights and possessions of His Highness the Nizam, situated on the east or left bank of the river Wurdah, and now ceded by His said Highness, according to the 8th Article of the annexed Treaty, for the purpose of being transferred to the Rajah of Nagpore.

In the pergunnah of Arwees,—
Circar of Gaweib.
In the pergunnah of Ashtee,—
Circar of Gaweil.
In the pergunnah of Amnair,—
Circar of Khavila.

} Total ... 75,000 0 0

(Signed) G. SWINTON,
Secretary to Government.

HYDER-ABAD.

No. XIV.

Substance of a MAHRATTA PROCLAMATION issued on the 11th of February 1818, by the HONOURABLE M. ELPHINSTONE, sole Commissioner for the settlement of the territories conquered from the Peishwa.

From the time when Bajee Rao ascended the musnud his country was a prey to faction and rebellion, and there was no efficient government to protect the people. At length Bajee Rao was expelled from his dominions and took refuge in Bassein, where he was dependent on the bounty of Cundee Rao Rastia. At this time he entered into alliance with the British Government, and was immediately restored to the full possession of his authority: the tranquillity that has been enjoyed since that period is known to all ranks of men. At Bajee Rao's restoration the country was laid waste by war and famine, the people were reduced to misery, and the government derived scarcely any revenue from its lands; since then, in spite of the farming system and the exactions of Bajee Rao's officers, the country has completely recovered, through the protection afforded it by the British Government, and Bajee Rao has accumulated those treasures which he is now employing against his benefactors. The British Government not only protected the Peishwa's own possessions, but maintained his rights abroad. It could not without injury to the rights of others restore his authority over the Mahratta Chiefs, which had expired long before its alliance with him; but it paid the greatest attention to satisfy his admissible demands, and succeeded, in spite of many difficulties, in adjusting some and putting others in a train of settlement. Among these were Bajee Rao's claims on the Guicowar. The British Government had prevailed on that Prince to send his Prime Minister to Poonah for the express purpose of settling those demands, and they were on the eve of adjustment, with great profit to the Peishwa, when Gungadhur Shastry, the Guicowar's vakeel was murdered by Trimbuckjee Dainglia, the Peishwa's Minister, while in actual attendance on his court and during the solemn pilgrimage of Punderpore. Strong suspicion rested on Bajee Rao, who was accused by the voice of the whole country; but the British Government, unwilling to credit such charges against a Prince and an ally, contented itself with demanding the punishment of Trimbuckjee. This was refused, until the British Government had marched an army to support its demands; yet it made no claim on the Peishwa for its expenses, and inflicted no

punishment for his protection of a murderer: it simply required the surrender of the criminal; and on Bajee Rao's compliance, it restored him to the undiminished enjoyment of all the benefits of the alliance. Notwithstanding this generosity, Bajee Rao immediately commenced on a new system of intrigues, and used every exertion to turn all the power of India against the British Government. At length he gave the signal of disturbances by fomenting an insurrection in his own dominions, and prepared to support the insurgents by open force. The British Government had then no remedy but to arm in turn. Its troops entered Bajee Rao's territories at all points and surrounded him in his capital, before any of those with whom he had intrigued had time to stir. Bajee Rao's life was now in the hands of the British Government; but that Government, moved by Bajee Rao's professions of gratitude for past favours and of entire dependence on its moderation, once more resolved to continue him on his throne, after imposing such terms on him as might secure it from his future perfidy. The principal of these terms was a commutation of the contingent which the Peishwa was bound to furnish, for money equal to the pay of a similar body of troops; and on their being agreed to, the British Government restored Bajee Rao to its friendship, and proceeded to settle the Pindarees, who had so long been the pests of the peaceable inhabitants of India, and of none more than the Peishwa's own subjects. Bajee Rao affected to enter with zeal into an enterprise so worthy of a great government, and assembled a large army on pretence of cordially assisting in the contest: but, in the midst of all his professions he spared neither pains nor money to engage the powers of Hindostan to combine against the British; and no sooner had the British troops marched towards the haunts of the Pindarees, than he seized the opportunity to commence war, without a declaration, and without even an alleged ground of complaint. He attacked and burned the house of the British Resident, contrary to the laws of nations and the practice of India, plundered and seized on peaceable travellers, and put two British officers to an ignominious death. Bajee Rao himself found the last transaction too barbarous to avow; but as the perpetrators are still unpunished and retain their command in his army, the guilt remains with him. After the commencement of the war, Bajee Rao threw off the mask regarding the murder of Gungadhur Shastry, and avowed his participation in the crime, by uniting his cause with that of the murderer.

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By these acts of perfidy and violence Bajee Rao has compelled the British Government to drive him from his musnud and to conquer his dominions. For this purpose a force is gone in pursuit of Bajee Rao, which will allow him no rest; another is employed in taking his forts; a third has arrived by the way of Ahmednuggur; and a greater force than either is now entering the Kandeish, under the personal command of His Excellency Sir Thomas Hislop. A force under General Munro is reducing the Carnatic, and a force from Bombay is taking the forts in the Concan, and occupying that country, so that in a short time no trace of Bajee Rao will remain. The Rajah of Sattara, who is now a prisoner in Bajee Rao's hands, will be released and placed at the head of an independent sovereignty, of such an extent as may maintain the Rajah and his family in comfort and dignity. With this view, the fort of Sattara has been taken, the Rajah's flag has been set up in it and his former ministers have been called into employment. Whatever country is assigned to the Rajah will be administered by him, and he will be bound to establish a system of justice and order: the rest of the country will be held by the Honourable Company. The revenue will be collected for the government, but all property, real or personal, will be secured. All wuttun and enam (hereditary lands), wurshasun (annual stipends), and all religious and charitable establishments will be protected, and all religious sects will be tolerated, and their customs maintained, as far as is just and reasonable. The farming system is abolished. Officers shall be forthwith appointed to collect a regular and moderate revenue on the part of the British Government, to administer justice and to encourage the cultivators of the soil. They will be authorized to allow of remissions, in consideration of the circumstances of the times. All persons are prohibited paying revenue to Bajee Rao or his adherents, or assisting them in any shape. No reduction will be made from the revenue on account of such payments. Wuttundars, and other holders of land, are required to quit his standard and return to their villages within two months from this time. The zemindars will report the names of those who remain; and all who fail to appear in that time shall forfeit their lands, and shall be pursued without remission until they are entirely crushed.

All persons whether belonging to the enemy or otherwise, who may attempt to lay waste the country or to plunder the roads, will be put to death whenever they are found.

No. XV.

ENGAGEMENT of 1831.

The friendship and union which have been so strongly and happily established from of old between the Honourable Company and the late Nawab Ausuph Jah Mozuffer-ool-Moomalik Nizam-ool-Moolk Nizam-ood-Dowlah Nawab Meer Ukbur Ali Khan Bahadoor Futteh Jung (whose soul is in Paradise) shall always continue on the same footing between His Highness Ausuph Jah Mozuffer-ool-Moomalik Nizam-ool-Moolk Nizam-ood-Dowlah Nawab Meer Furkhund Ali Khan Bahadoor, the eldest son and successor of the deceased Nawab, and the said Honourable Company.

All existing Treaties, engagements, and relations that were contracted or established between the two States during the time of the late Nawabs Nizam-ool-Moolk Nawab Meer Nazim Ali Khan Bahadoor, and Nizam-ool-Moolk Nawab Meer Ukbur Ali Khan Bahadoor, shall remain in full force to all intents and purposes; accordingly the Right Honourable the Governor General, on the part of the said Honourable Company, declares that the British officers are effectually bound by the engagements and Treaties aforesaid, and that by the favour of God the stipulations of the said Treaties and engagements shall be duly observed till the end of time. In assurance whereof the Governor General has given in writing these few lines in the shape of an engagement.

Signed and sealed at Simla, on the twentieth day of September 1831, *A. D., answering to the* 13*th Rubbee-oos-sanee* 1247, *A. H., and delivered in duplicate on the* 17*th day of October* 1831, *by Major J. Stewart, Resident at the Court of Hyderabad, to His Highness Nawab Ausuph Jah Mozuffer-ool-Moomalik Meer Furkhund Ali Khan Bahadoor Futteh Jung, Nizam of Hyderabad.*

Governor General's Seal.

(Signed) W. BENTINCK.

„ H. T. PRINSEP,

Secretary.

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No. XVI.

TREATY with the NIZAM, dated the 21st May 1853.

TREATY between the HONOURABLE THE ENGLISH EAST INDIA COMPANY and His Highness the NAWAB NIZAM-OOL-MOOLK AUSUPH JAH BAHADOOR, settled by COLONEL JOHN LOW, C. B., Resident at the Court of His Highness, by virtue of full powers to that effect vested in him by the MOST NOBLE JAMES ANDREW, MARQUIS OF DALHOUSIE, Knight of the Most Ancient and Most Noble Order of the Thistle, one of Her Majesty's Most Honourable Privy Council, and Governor General, appointed by the Honourable Company, to direct and control all their affairs in the East Indies.

Whereas friendship and union have subsisted for a length of time between the Honourable East India Company and His Highness the Nawab Nizam-ool-Moolk Ausuph Jah Bahadoor, and have been cemented and strengthened by Treaties of general defence and protection; and whereas in the lapse of time many changes in the condition of Princes and neighbouring States have taken place, by reason of which it has now become expedient to revise the military arrangements that were formerly agreed upon for the fulfilment of the said Treaties; and whereas differences and discussions have for some time existed between the contracting parties regarding the adjustment of charges connected with portions of the military arrangements subsisting between the States; and whereas it is fit and proper, and for the mutual advantage of both powers, that such differences should now be finally settled, and that the recurrence of such discussions, which tend to disturb the friendship and harmony of the contracting parties, should effectually be prevented: wherefore the Honourable East India Company and His Highness the Nawab Nizam-ool-Moolk Ausuph Jah Bahadoor have agreed upon the following Articles of a Treaty between the States:—

ARTICLE 1.

The peace, union, and friendship so long subsisting between the Honourable East India Company and His Highness the Nawab Nizam-ool-Moolk Ausuph Jah Bahadoor shall be perpetual; the friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree that all the former Treaties and agreements between the two States now in force, and not contrary to the tenor of this engagement, shall be confirmed by it.

ARTICLE 2.

The subsidiary force, which for general defence and protection has been furnished by the Honourable East India Company to His Highness the Nizam, shall be continued, and shall consist, as heretofore, of not less than eight battalions of sepoys and two regiments of cavalry, with their requisite complement of guns, and European artillerymen, fully equipped with warlike stores and ammunition.

Unless with the express consent of His Highness, there shall never be less than five regiments of infantry, and one of cavalry (with a due proportion of artillery) of the said subsidiary force stationed within the territories of His Highness, and the residue of such subsidiary force shall at all times be brought into His Highness's territories without delay, on His Highness making requisition therefor.

The said subsidiary force shall be employed when required to execute services of importance, such as protecting the person of His Highness, his heirs and successors, and reducing to obedience all rebels and exciters of disturbance in His Highness's dominions; but it is not to be employed on trifling occasions, or, like sebundee, to be stationed in the country to collect revenue.

ARTICLE 3.

The Honourable East India Company further agrees that, in lieu of His Highness's present contingent, it shall maintain for His Highness, his heirs and successors, an auxiliary force, which shall be styled the "Hyderabad Contingent," according to the provisions for the maintenance of that force which are detailed in 6th Article of this Treaty.

It shall consist of not less than five thousand infantry and two thousand cavalry, with four field batteries of artillery. It shall be commanded by British officers, fully equipped and disciplined and controlled by the British Government, through its representative the Resident at Hyderabad.

Whensoever the services of the said contingent may be required, they shall be afforded at all times to His Highness the Nizam, fully and promptly, throughout his whole dominions. If rebellion or disturbance shall be excited, or if the just claims and authority of His Highness shall be resisted, the said contingent, after the reality of the

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offence shall have been duly ascertained, shall be employed to reduce the offenders to submission.

ARTICLE 4.

As the interests of the two States have long been identified, it is further mutually agreed that if disturbances shall break out in districts belonging to the Honourable East India Company, His Highness the Nizam shall permit such portions of the subsidiary force as may be requisite, to be employed in quelling the same within the said districts. In like manner, if disturbances shall break out in any part of His Highness's dominions contiguous to the territories of the Honourable East India Company, to which it might be inconvenient, owing to the distance from Hyderabad, to detach any portion of the subsidiary force, the British Government, if required by His Highness the Nizam, shall direct such portions of its troops as may be most available to assist in quelling the disturbances within His Highness's dominions.

ARTICLE 5.

In the event of war His Highness the Nizam engages that the subsidiary force, joined by the Hyderabad contingent, shall be employed in such manner as the British Government may consider best calculated for the purpose of opposing the enemy, provided that two battalions of sepoys shall always remain, as settled by former Treaties, near to the capital of Hyderabad; and it is also hereby agreed that, excepting the said subsidiary and contingent forces, His Highness shall not under any circumstances be called upon to furnish any other troops whatsoever.

ARTICLE 6.

For the purpose of providing the regular monthly payment to the said contingent troops, and payment of Appa Dessaye's chout, and the allowances to Muhiput Ram's family, and to certain Mahratta pensioners, as guaranteed in 10th Article of the Treaty of 1822, and also for payment of the interest at six per cent. per annum of the debt due to the Honourable Company, so long as the principal of that debt shall remain unpaid, which debt now amounts to about fifty lakhs of Hyderabad Rupees, the

Nizam hereby agrees to assign the districts mentioned in the accompanying Schedule marked A, yielding an annual gross revenue of about fifty lakhs of Rupees, to the exclusive management of the British Resident for the time being at Hyderabad, and to such other officers, acting under his orders, as may from time to time be appointed by the government of India to the charge of those districts.

ARTICLE 7.

By the 12th Article of the Treaty of 1800 the British Government can in time of war call upon that of His Highness the Nizam to furnish nine thousand cavalry and six thousand infantry to accompany the British troops in the field; the present Hyderabad contingent, which is to be maintained at all times (whether in peace or war), is accepted as an equivalent for the larger body of troops above specified to be furnished in time of war; and it is accordingly hereby declared that the Nizam shall not be called upon at any time by the British Government to furnish any other troops but those of the subsidiary force and the Hyderabad contingent, and that part of the 12th Article of the Treaty of 1800, which requires the Nizam to furnish nine thousand cavalry and six thousand infantry, is accordingly hereby annulled.

ARTICLE 8.

The districts mentioned in Schedule A are to be transferred to Colonel Low, C. B., the Resident, immediately that the ratified Treaty shall be received from Calcutta; and that officer engages on the part of the British Government, that the Resident at the Court of Hyderabad for the time being shall always render true and faithful accounts every year to the Nizam of the receipts and disbursements connected with the said districts, and make over any surplus revenue that may exist to His Highness, after the payment of the contingent and the other items detailed in Article 6 of this Treaty.

ARTICLE 9.

This Treaty, consisting of nine Articles, being this day concluded and settled by Colonel John Low, C. B., on behalf of the Honourable the English East India Company, with the Nawab Nizam-ool-Moolk Ausuph

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Jah Bahadoor, Colonel Low has delivered one version thereof, in English and Persian, signed and sealed by himself, to the Nawab, who on his part has also delivered one copy of the same to Colonel Low, duly executed by His Highness; and Colonel Low hereby engages to deliver a copy of the same to His Highness the Nizam, duly ratified by the Governor General in Council, within thirty days from this date.

Signed, sealed, and exchanged at Hyderabad, 21st May A. D. 1853, *12th Shaban A. H.* 1269.

The Initials of the Nizam.

The Seal of Colonel Low.

(Signed) J. Low, *Colonel,*
Resident at Hyderabad.

„ Dalhousie.

„ J. Lowis.

„ J. Dorin.

Ratified by the Most Noble the Governor General of India in Council, at Fort William in Bengal, on the 18th June 1853.

(Siged) C. Allen,
Secy. to the Govt. of India.

A.

Schedule of Districts in Berar, Payen Ghat, the Raichore Doab, and borders of the Sholapore and Ahmednuggur Collectorates, Bombay Presidency, transferred to the management of the British Resident at Hyderabad, agreeably to the provisions of the 6th Article of the Treaty of 1853 (*Fuslee* 1263), *entered into by the Honourable East India Company with His Highness the Nizam.*

The Districts in Berar, Payen Ghat, transferred to British management are those lying to the north of the range of hills which extends from Adjuntah on the west, to Woon, near the Wurdah, on the east. Any villages not named underneath,

within the above-mentioned boundary, will be included hereafter among those transferred to the management of the British Resident at Hyderabad:—

PERGUNNAH.

Ankola	...	1,24,944
Dhianda	...	1,33,844
Baragaon	...	17,381
Thoogaon	...	61,425
Kurar Balughat	...	2,250
Posud do.	...	17,158
Argaon	...	10,000
Nursee Balughat	...	73,129
Mahore do.	...	14,360
Chicholc do.	...	12,722
Larkhair	...	4,556
Yawuk, *alias* Yawuth Mahal		2,287
Kulum	...	2,510
Chiknee	...	2,501
Mahagaon	...	11,370
Nargaon	...	975
Ralagaon	...	8,750
Pundur Kowra	...	2,000
Bokshee Kheir	...	2,000
Wunmaidee	...	28,033
Munba	...	12,000
Boodnara Pooljee	...	32,068
Boonkee	...	2,702
Dhamodee, *alias* Dhamoree		18,923
Gooboo	...	6,000
Bowenbir	...	*14,000
Julka	...	*3,000
Seerala	...	10,000
Poosda	...	*5,000
Urgaon (small)	...	*1,500
Akote	...	77,000
Urgaon	...	1,25,000
Julgaon	...	97,000
Jamodee	...	35,155
Morsee	...	36,000
Pala	...	3,000
Malghat	...	15,000
Carried over	...	10,25,543

Brought forward	...	10,25,543
Dhoolghat	...	2,401
Soongaon	...	7,500
Moondgrum	...	1,500
Juroor	...	9,000
Karla	...	8,020
Bhilkheira	...	2,563
Oomrawutee	...	58,442
Pathore Shaikh Baboo	...	15,881
Barsee Taklee	...	12,076
Babun	...	3,881
Nandgaon	...	18,592
Pathooda	...	24,091
Punjur	...	16,682
Peepulgaon Raja	...	37,946
Buneirabeebee	...	37,759
Kolapoor	...	33,807
Thulagaon	...	21,173
Tiktal	...	3,500
Lakpooree	...	2,401
Raoja	...	1,500
Buroor	...	90,394
Soorli	...	2,991
Unjingaon Baree	...	2,918
Seerecala, *alias* Teerala	...	7,014
Nowsaree	...	1,036
Bukee	...	1,468
Elichpoor	...	1,00,000
Kuruchgaon	...	1,00,000
Unjingaon	...	1,05,219
Dharoor	...	20,000
Akoli	...	*6,500
Bulgaon	...	*5,000
Budneragungaee	...	59,843
Punchgawar	...	30,371
Salood	...	23,912
Papoo, *alias* Papul	...	7,911
Carried over	...	19,08,745

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PERGUNNAH.—(*Concluded.*)

Brought forward	...	19,08,745	Brought forward	...	24,79,793
Punjmahagaon	...	51,921	Koorum	...	18,000 *
Reithpoor	...	61,710	Moortuzapoor	...	45,000
Chinchona	...	11,139	Mungaloor Pir	...	40,000
Khed Beloora	...	14,910	Koora	...	45,000
Seeona	...	14,820	Mungaloor Dustigeer	...	12,000
Banoda	...	17,855	Kusba Korum Kheir, &c.	...	8,708
Bathkolee	...	38,596	Dhumej, &c.	...	5,320
Pathrote	...	1,37,932	Assulgaon	...	10,105
Malkheira	...	10,871	Akote	...	9,000
Palus Kheir	...	10,011	Balapoor	...	2,41,275
Sawurgaon Taklee	...	2,500	Mulkapoor	...	51,319
Neir Pursoopundit	...	8,360	Raichore	...	2,499
Nandgaon Kazee	...	13,263 *	Rajoora	...	3,742
Davikota	...	3,226	Rohenkheir	...	2,491
Dhamunko	...	2,899	Chandore	...	20,727
Parsolee	...	2,200	Nandoora	...	9,846
Manjurkheir	...	8,525	Nundgaon	...	3,736
Oomrawutee Ranee	...	4,665	Jeypoor	...	4,146
Hewur Kheir	...	22,601	Koklee	...	990
Amnair	...	6,855	Devulghat	...	17,955
Sirisgaon	...	19,189	Darsangvee	...	6,159
Danapoor	...	75,000	Daria	...	17,436
Manna	...	22,000	* Karinjabeebee	...	23,535
Girowlee	...	10,000	Karee Dhamini	...	14,297
			Kamurgaon	...	2,230
Carried over	...	24,79,793			

Total	...	Rupees ...	30,95,309
Deduct amount of personal jaghires marked thus *	...	...	35,000
Total	... ...	Rupees ...	30,60,309

The above amount is exclusive of deh sadur, roosooms, muktas, yeomeeas, enams, and all charitable allowances hitherto held, which will only be paid to the several claimants after they have established their rights by the production of proper Sunnuds or other official documents acknowledged to be correct by the Nizam's government.

Districts in the Raichore Doab transferred to the management of the British Resident, the boundaries of which are the river Krishna and Toombuddrah on the north, south, and east, and the Honourable Company's frontier belonging to the Bombay Presidency on the west. Any talookas or villages not named underneath, within the above-mentioned boundary, will be included hereafter among those transferred to the management of the British Resident at Hyderabad.

Pergunnah Deodoorg, &c. and the talooka of Kadloor, &c.		1,07,872
The Gudwal Peshkush		1,15,000
Pergunnah Huvellee, Raichore, &c., Mahalat ...		3,95,380
Ditto	Kanghery, &c. and Gooboor and Tharana	2,22,280
Ditto	Koopul, &c.	1,84,887
Ditto	Moodkee and Moodgul	59,063
Ditto	Gungawuttee	66,860
	Total Rupees	11,51,342

No claims in these districts will be allowed for personal jaghires hitherto held till the rights to the same shall have been established by the production of proper Sunnuds or other official documents acknowledged to be correct by the Nizam's government.

The above rule is also applicable to roosooms, muktas, yeomeeas, enams, and all charitable allowances.

Districts on His Highness's Western Frontier, bordering on the Honourable Company's Bombay Collectorates of Ahmednuggur and Sholapore.

I.—*The sixteen Villages in the Beer District, on the boundaries of the Jamkhair talooka, in the Honourable Company's territory, namely:—*

	Revenue. Rs.	A.	P.
Karégaon	902	11	3
Hutola	773	14	6
Khoptee	574	5	6
Bhudkul	740	5	6
Morala	1,595	13	0
Meenda	374	7	0
Warjur	1,189	0	0
Roopoor	104	8	6
Kotun	1,965	4	0
Seerapoor Dhomala	1,417	15	0
Carried over ...	9,638	4	3

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Brought forward ...	9,638	4	3
Bitelha	1,452	3	9
Bawee	505	0	0
Jam	292	0	0
Vurnee	624	3	0
Madmapoor	232	10	0
Vadoli	436	11	0
Total Rupees ...	13,181	0	0

II.—*All the Villages in the Districts of*

Katee.	Nuldoorg.
Mardee.	Tooljapoor.
Peranda.	Lohara.
Dharaseo.	Gunjotee.
Bhoom.	Alund.
Kullum.	Afzulpoor.
Latoor.	

And which districts are within the boundaries on the north and east of the Manjira, on the west on the Honourable Company's territory in the Ahmednuggur and Sholapoor Collectorates of the Bombay Presidency, on the south of the Bheema, and on the east in as direct a line as can possibly be drawn between the town of Nittoor on the Manjira, and Afzulpoor on the Bheema, yielding a gross revenue of about eight lakhs of Rupees per annum, exclusive of personal jaghires, yeomeeas, roosooms, and charitable allowances.

No claims on these districts will be allowed for personal jaghires hitherto held till the rights to the same shall have been established by the production of proper Sunnuds or other official documents acknowledged to be correct by the Nizam's government.

The above rule is also applicable to roosooms, yeomeeas, enams, and all charitable allowances.

The Talookas detailed hereafter, belonging to Surf-i-khas, and the Noblemen mentioned underneath, will be left to the Revenue management of the Officers appointed for that purpose by the Hyderabad Government.

BERAR.

Surf-i-khas Talookas.

Budnera Gungaee	59,843		
Punchgohan	30,371		
Salood	23,912		
Carried over ...	1,14,126		

			Brought forward ...	1,14,126
Papoo, *alias* Papul ...	...	...	...	7,911
Punj Mahagaon ...	...	...	...	51,921
Reithpoor ...	...	...	...	61,710
Chinchona ...	...	...	...	11,139
Khedbelloora ...	...	...	...	14,910
Seeona	...	...	...	14,820
Bunoda ...	...	...	...	17,855
Bath Kolee ...	...	...	...	38,596
Pathrot ...	...	...	...	1,37,932
Malkheira ...	...	...	...	10,871
Palas Kheira ...	...	...	...	10,011

Jaghire Talookas belonging to Siraj-ool-Moolk Bahadoor.

Dhureeapoor ...	...	...	...	75,000
Manna	...	...	...	22,000
Garowlee ...	...	...	...	10,000
Koorum ...	...	...	...	18,000
Moortezapoor ...	...	...	...	45,000
Mungaloor Dustigeer	...	...	...	12,000
Mungaloor Pir ...	...	...	...	40,000
Kora	...	...	...	45,000
			Rupees ...	2,67,000

DOAB TALOOKAS.

Belonging to Surf-i-khas.

Mooshkee and Moodgul	...	...	...	59,063
			Total Rupees ...	8,17,865

Talookas on the west of His Highness the Nizam's Territories, bordering on the Collectorates of Ahmednuggur and Sholapore.

Surf-i-khas.

Villages in the Lohara Talooka.
" " Gunjotee "
" " Alund "
Shums-ool-Oomrah Bahadoor's Talooka of Afzulpoor.

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In lieu of the deficiency in the originally estimated value of the western districts bordering on the Sholapore and Ahmednuggur Collectorates, transferred to British management, also in lieu of certain Surf-i-khas villages in the Valley of Berar, inserted in the preceding lists, and the jaghire of Bhom, belonging to Rajah Urjoon Bahadoor, all as detailed below.

DETAIL.

Deficiency in the estimated amount of gross Revenue in the Western Districts		4,58,506

SURF-I-KHAS.

Names of Villages.

Pandarkoora	2,000	
Mombhar	12,000	
Pergunnah Budnara Pooljee	32,068	
Savurgaon Taklee	2,500	
		48,568
Pergunnah Bhom, Rajah Urjoon Bahadoor...	...	41,100
	Rupees ...	5,48,174

His Highness the Nizam transferred to the management of the British Resident at Hyderabad the talookas mentioned underneath in the Province of Balaghat, Berar.

LIST.

Pergunnah Mehkur	...	...	...	38,339
Ditto Sindkhair	...	...	...	17,588
Ditto Mulkapoor Pangree	...	...	..	11,350
Ditto Seoolee	...	...	...	13,451
Ditto Lonhar	...	...	...	8,937
Ditto Wakhud	...	...	...	5,159
Ditto Gatpooree	...	...	...	6,279
Ditto Karoomatergaon	...	...	...	7,511
Ditto Futeh Khelda	...	...	...	27,666
Muoje Kopta	...	...	...	722
Kusba Dondgaon ...	...	...	...	4,109
Sayur, &c. of the above Mahalat		...	...	7,563
Pergunnah Bassim	...	...	...	60,891
Ditto Ounda ...	...	...	...	20,197
Ditto Sirpoor	...	...	...	22,857
Mouza Moongla ...	...	...	...	1,286
Pergunnah Kulumnooree	...	...	...	38,770
Ditto Oomurkhair	...	...	...	89,208
		Carried over	...	3,81,883

List of Talookas.—(Concluded.)

	Brought forward ...	3,81,883
Pergunnah Tamsa...		15,054
Ditto Munnata		8,171
Ditto Sewala		24,515
Ditto Patchlagaon		8,470
Ditto Nandapoor ... { 10,981 / 15,619 }		26,600
Kusba Seogaon		1,731
Muoje Chickultana, Pergunnah Chartana... ...		829
Ditto Dawulgaon, Pergunnah Lohgaon		1,848
Ditto Ursolee, and other villages, Pergunnah Kooror		5,142
Ditto Dhar		8,012
Ditto Leh, &c.		1,869
Ditto Koorurgaon		5,000
Ditto Salapoor, Pergunnah Patree		14,000
Villages in the Pergunnah of Kurar		6,656
Ditto Talooka Kurar...		6,000
Mouza Chandoor, Pergunnah Sirpoor		438
Ditto Untolee, and other villages of Pergunnah Chintoor		4,895
Mouza Davulgaon, Pergunnah Sindkhair ...		2,345
Pergunnah Unsing		6,159
Ditto Keesoor		12,257
Ditto Darsoor, with villages		6,079
Mouza Kunaut		650
	Total Rupees ...	5,48,601

List of Pergunnahs, Kusbas, and Muojes in Balaghat, Berar, agreeably to their estimated value in Schedule A of a Treaty between the Honourable East India Company and His Highness the Nizam, ratified on the 18th June 1853, which have been restored to His Highness the Nizam's immediate authority in accordance with instructions conveyed in a Despatch from the Government of India, No. 4409, dated the 18th of October 1853.

Pergunnah Oomur Khair		89,208
Ditto Kulumnooree		38,770
Ditto Nandapoor		26,600
Ditto Sewala		24,515
	Carried over ...	1,79,093

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Brought forward ...	1,79,093
Pergunnah Ounda	20,197
Ditto Tamsa	15,054
Ditto Munnata	8,171
Ditto Chichole...	12,722
Ditto Mahagaon	11,370
Ditto Patchlagaon	8,470
Muoje Dhar	8,012
Ditto Leh, &c.	1,867
Kusba Seogaon	1,731
Pergunnah Kurar	2,250
Villages, Pergunnah Kurar	6,656
Ditto Talooka Kurar	6,000
Muoje Salapoor, Pergunnah Patree	14,000
Ditto Koorurgaon	5,000
Ditto Untolee, and other villages of Pergunnah Chintore	4,895
Ditto Chickultana, Pergunnah Chartana ...	829
Ditto Ursolee, and other villages of Pergunnah Kooror	5,142
Ditto Moongla, Pergunnah Sirpoor	1,286
Ditto Chandoor, Ditto.	438
Total, Rupees ...	3,13,183

Dated at Hyderabad, 22nd November 1853, *(20th Suffur* 1270*)*.

(Signed) C. DAVIDSON,
Officiating Resident.

No. XVII.

SUPPLEMENTAL TREATY between HER MAJESTY THE QUEEN of Great Britain on the one part, and HIS HIGHNESS THE NAWAB UFZUL-OOD-DOWLAH NIZAM-OOL-MOOLK AUSUPH JAH BAHADOOR, on the other part, settled by LIEUTENANT COLONEL CUTHBERT DAVIDSON, C. B., Resident at the Court of His Highness, by virtue of full powers to that effect vested in him by HIS EXCELLENCY THE RIGHT HONOURABLE CHARLES JOHN EARL CANNING, G. C. B., Viceroy and Governor General of India, and one of Her Majesty's Most Honourable Privy Council.

Whereas it will be for the convenience of both the contracting parties to the Treaty of 1853 and will simplify the relations of the two governments, if certain modifications of that Treaty are made, and

whereas certain matters not dealt with in that Treaty call for adjustment between the two contracting parties, and whereas it is the desire of the Governor General in Council to give all possible solemnity to certain acts marking the high esteem in which His Highness the Nizam is held by Her Majesty the Queen, therefore the following Articles have been agreed upon and determined between the Viceroy and Governor General on behalf of Her Majesty, and the Nawab Ufzul-ood-Dowlah Nizam-ool-Moolk Ausuph Jah Bahadoor.

ARTICLE 1.

All Treaties and engagements between the two States and not contrary to the tenor of this engagement are hereby confirmed by it.

ARTICLE 2.

The Viceroy and Governor General in Council cedes to His Highness the Nizam in full sovereignty the territory of Shorapore.

ARTICLE 3.

The debt of about fifty (50) lakhs of Hyderabad Rupees due by the Nizam to the British Government is hereby cancelled.

ARTICLE 4.

His Highness the Nizam agrees to forego all demand for an account of the receipts and expenditure of the Assigned Districts for the past, present, or future. But the British Government will pay to His Highness any surplus that may hereafter accrue after defraying all charges under Article 6 and all future expenses of administration, the amount of such expenses being entirely at the discretion of the British Government.

ARTICLE 5.

The Viceroy and Governor General in Council restores to His Highness the Nizam all the Assigned Districts in the Raichore Doab and on the western frontier of the dominions of His Highness adjoining the Collectorate of Ahmednuggur and Sholapore.

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ARTICLE 6.

The districts in Berar already assigned to the British Government under the Treaty of 1853, together with all the Surf-i-Khas talooks comprised therein, and such additional districts adjoining thereto as will suffice to make up a present annual gross revenue of thirty-two (32) lakhs of Rupees currency of the British Government, shall be held by the British Government in trust for the payment of the troops of the Hyderabad contingent, Appa Dessaye's chout, the allowance to Mohiput Ram's family, and certain pensions mentioned in Article 6 of the said Treaty.

ARTICLE 7.

The Surf-i-Khas talooks and additional districts mentioned in the foregoing Article are to be transferred to the Resident as soon as this Treaty is ratified.

ARTICLE 8.

His Highness the Nizam cedes to the British Government in full sovereignty all the possessions of His Highness on the left bank of the river Godavery and of the river Wyne Gungah above the confluence of the two rivers, *viz.*, the talooks of Rakapilly, Buddrachellum, Cherla, Albaka, Noogoor, and Siroucha.

ARTICLE 9.

The navigation of the river Godavery and its tributaries, so far as they form the boundary between the two States, shall be free, and no customs duties or other cesses shall be levied by either of the two contracting parties, or by the subjects of either, on goods passing up or down the aforesaid rivers.

ARTICLE 10.

This Treaty, consisting of ten Articles, being this day concluded and settled by Lieutenant Colonel Cuthbert Davidson, C. B., on behalf of the Viceroy and Governor General of India, with the Nawab Ufzul-ood-Dowlah Nizam-ool-Moolk Ausuph Jah Bahadoor, Lieutenant Colonel Cuthbert Davidson has delivered one version thereof in English and Persian, signed and sealed by himself, to the Nawab, who on his part has also

delivered one copy of the same to Lieutenant Colonel Davidson duly executed by His Highness; and Lieutenant Colonel Davidson hereby engages to deliver a copy of the same to His Highness the Nizam duly ratified by the Viceroy and Governor General within thirty days from this date, when this copy herewith signed and sealed by the British Resident will be returned.

Signed, sealed and exchanged at Hyderabad on the twenty-sixth day of December A. D. 1860, 12*th Jummadee-sanee* 1277 *Hegira.*

Seal. (Signed) CUTHBERT DAVIDSON,
Resident.

Seal. (Signed) CANNING.

Ratified by His Excellency the Viceroy and Governor General of India, in Camp at Amerpattan, on the 31st day of December 1860.

(Signed) A. R. YOUNG,
Offg. Secy. to the Govt. of India.

No. XVIII.

Seal.

TRANSLATION of a SUNNUD from the Nizam's Government, dated 30th Zehidge 1277 Hegira (10th July 1861).

Whereas many Europeans, foreigners and others, descendants of Europeans, and born in India, are resident in the territory of His Highness the Nizam; and as disturbances arise amongst themselves and the inhabitants of the said territory; it is hereby made known by the Nizam's government that, in the event of any dissension or

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dispute arising among the classes aforenamed within the said territory, except those employed by this Circar and its dependants, the Resident at Hyderabad, or other officer or officers whom he may from time to time consider it desirable to vest with the same, shall be empowered to enquire into and punish any such offences.

No. XIX.

COPY of a SUNNUD granted to HIS HIGHNESS THE NIZAM OF HYDERABAD, dated 11th March 1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued; I hereby, in fulfilment of this desire, convey to you the assurance that on failure of natural heirs any succession to the government of your State, which may be legitimate according to Mahomedan law, will be upheld.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, grants or engagements, which record its obligations to the British Government.

(Signed) CANNING.

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The first intercourse between the British Government and Mysore was during the struggle for the supremacy of the Carnatic, at which time Mysore was still under Hindoo rulers. In this war Hyder Ali, who was destined to supplant the native dynasty, commanded a force which the Maharajah of Mysore had sent to take part in the operations at Trichinopoly. It is unnecessary here to trace the various steps of Hyder Ali's career. By intrigue and force he soon raised himself to the chief power in Mysore, and deposed the Hindoo ruler Chickna Kristna Raj Wudayer. In 1763 the Bombay Government had concluded a commercial Treaty (No. XX.) with him, and in 1766, after his conquest of Malabar, Hyder Ali confirmed (No. XXI.) all the grants and privileges made to the Bombay Government by the Malabar powers. The rapid extension of the conquests of Hyder Ali over the neighbouring districts made his power dangerous to the peace of the Company's possessions in the Carnatic. Therefore, in the Treaty concluded with the Nizam in 1766, the English agreed to assist him with a force against Hyder. Scarcely was the Treaty concluded when the Nizam deserted the alliance and joined Hyder Ali in invading the Carnatic. Their united forces were defeated, and the Nizam was detached from the alliance with Hyder by the Treaty of 1768. Hyder Ali however prosecuted the war alone, and in the following year, after sustaining severe reverses, and not feeling himself very securely established in his own territories, he evinced a disposition for peace. His overtures were not received. In 1769, by a rapid movement of his cavalry, Hyder Ali appeared within five miles of Madras, and the English, fearing the plunder of the town, concluded a Treaty (No. XXII.) with him in April 1769 on the footing of mutual restitution

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of conquests and alliance in defensive wars. The Treaty with the Madras Government was followed on 8th August 1770 by a Treaty (No. XXIII.) between the Bombay Government and Hyder. Its provisions were chiefly of a commercial nature.

Under the Treaty of 1769 Hyder Ali claimed assistance against the Mahrattas with whom he was at war, but his request was refused on the ground that he had been the aggressor by withholding the chout which was due. He was reduced to great difficulties by the Mahrattas and was glad to make peace on very disadvantageous terms. During the distractions at the Poonah Court Hyder recovered most of the territories which had been wrested from him by the Mahrattas, but he never forgave the English for refusing him assistance in his difficulties.

When war was declared between England and France in 1778, it was determined to drive the French from all their possessions in India. Chandernagore, Masulipatam, Currical, and Pondicherry surrendered without resistance, and there remained to the French only the small station of Mahe on the Malabar coast. Mahe was situated in the territories of a petty Chief who was tributary to Hyder Ali, and the British Government resolved to attack it notwithstanding the threat of Hyder Ali to retaliate by an invasion of the Carnatic. The place was taken in 1779. Hyder Ali as well as the Nizam was further irritated by the arrangements made with Bazalut Jung respecting the Guntoor Circar. Having collected a large force he burst into the Carnatic in 1780, when the British Government were pressed for money and troops and ill prepared to meet him. Notwithstanding many brilliant successes in the campaign which ensued, the British army was so crippled by a defective commissariat that it could effect nothing decisive. As a means of supporting the military operations by creating a revolution in Hyder's territories, the British Resident at Tanjore entered into secret negociations for the restoration of the Hindoo dynasty. A Brahmin named Trimul Rao, who had for some years resided at Tanjore and had held office in Mysore under the Hindoo government, was supposed to possess political powers from the imprisoned Ranee. With him a Treaty (No. XXIV.) was concluded on 28th October 1782 on the Ranee's behalf. Its principal provisions were the restoration of the Hindoo family to power, the payment by the Ranee of stipulated contributions for the assistance of British troops, the future protection of the

country by a British force, and the payment through the British Government of the tribute due from Mysore to the Mogul and the Mahratta chout.

Shortly after the conclusion of this agreement, Hyder Ali died, on 7th December 1782, but the war was prosecuted with unabated energy by Tippoo Sultan. To further the objects of the secret Treaty a conspiracy was formed at Seringapatam for the release of the English prisoners, the seizure of the fort, and the proclamation of the Hindoo Rajah. But the conspiracy was discovered on the night preceding the concerted rising. Every one concerned or suspected of being concerned in it was put to death. The Treaty led to no practical results, and there is every reason to believe that the Ranee knew nothing of the Treaty which had been concluded in her name or the conspiracy which had been formed for the overthrow of Tippoo's government.

Tippoo Sultan received vigorous support in the war from the French, between whom and Hyder Ali there had always been a close friendship. But the declaration of peace between England and France and the consequent withdrawal of the French troops, left him too weak to prosecute hostilities alone. A Treaty of peace (No. XXV.) was therefore concluded at Mangalore on 11th March 1784. In this Treaty the Rajahs of Tanjore and Travancore and the other allies of both parties were included. The basis of the Treaty was the mutual restoration of conquests and the confirmation to the British Government of all the privileges granted them by Hyder Ali. The conclusion of this Treaty nearly produced a rupture with the Mahrattas, who considered it a violation of the Treaty of Salbye.

In 1789 Tippoo approached the country of Travancore, then in alliance with the British Government, to recover Cranganore and Jaycotta which, being the key to Travancore, the Rajah had purchased from the Dutch, but which Tippoo alleged to form part of Cochin and to be tributary to him. His attack on the lines of Travancore failed, but the attack was considered by the British Government as a declaration of war, and a violation of the Treaty of 1784, in which the Rajah of Travancore was included by name. The war which followed was closed in February 1792, when Tippoo Sultan threw himself on the mercy of his conquerors and gave his two sons as hostages for the conclusion

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of a preliminary Treaty (No. XXVI.). The Treaty (No. XXVII.) was definitively concluded on 18th March 1792 at Seringapatam. Tippoo was by this Treaty stripped of half his territories and required to pay three crores and thirty lakhs of Rupees, and was bound not to molest the polygars and zemindars who had been serviceable in the war. The territories taken from Tippoo were divided equally between the British Government, the Nizam, and the Peishwa, in pursuance of the triple alliance which had been formed in 1790 to reduce his power.

When hostilities broke out between the Mahrattas and the Nizam in 1795, Tippoo Sultan, who had commenced intrigues with the French the Mahrattas and the Nizam almost immediately after the peace of Seringapatam, assembled his army and threatened to join the Mahrattas against Hyderabad. In 1798 he sent ambassadors to the Isle of France to raise volunteers for the purpose, publicly avowed and proclaimed, of expelling the British from India. The remonstrances of Lord Wellesley were ineffectual to induce Tippoo to come to friendly arrangements, and in February 1799 it became necessary for the armies of the British Government and the Nizam to march against him. The war was terminated on 4th May by the fall of Seringapatam and the death of Tippoo, who fell bravely defending the fort.

In disposing of the conquered territories, it was considered that the partition of them between the British Government and the Nizam would afford just ground of jealousy to the Mahrattas and aggrandize the power of the Nizam beyond due limits. It was therefore resolved to create a central and separate government in Mysore, and to bestow a portion of the territories on the Mahrattas, although they had taken no part in the war, on condition that the grant should form the basis of a new Treaty with the Mahrattas. The family of Tippoo were set aside and the Hindoo dynasty restored at Mysore under Kristna Raj Wudayer, a child of three years of age, the grandson of the Prince deposed by Hyder Ali forty years before. The districts on the sea coast of Mysore and provinces adjoining the British territories in Malabar and the Carnatic, yielding 7,77,170 Pagodas, were reserved by the British Government. The districts of Gurrumconda, Gooty, and others contiguous to Hyderabad, yielding 6,07,332 Pagodas, were assigned to the Nizam. Provinces yielding 2,63,957 Pagodas were offered to but rejected by the Peishwa, and subsequently shared between the British Government and the

Nizam; and the young Maharajah was put in possession of territory yielding 13,74,076 Pagodas. Kristna Raj Wudayer was not a party to the partition Treaty of Mysore* otherwise than as the notified future recipient of the liberality of the British Government. To give effect to its liberal intentions the British Government concluded a subsidiary Treaty (No. XXVIII.) with him to which the Nizam was not a party. The subsidiary Treaty provided for the location in the Mysore territory of a British subsidiary force for which the Maharajah was to pay seven lakhs of Pagodas a year; reserved to the British Government the right to assume the whole or part of the Mysore territory if there should be cause to apprehend failure in the payment of the subsidy; required the Maharajah to contribute, to meet the extraordinary expenses of war, such a sum as should be considered to bear a just and reasonable proportion to his revenues; and bound him to good government.

The descendants of Tippoo were removed to Vellore, where they were liberally provided for. After the mutiny at Vellore, in which they were believed to be concerned, they were removed to Calcutta where they continued to reside as stipendiaries of the British bounty till 1860, when a large sum was capitalized as a provision for them with a view to terminate their dependence on the liberality of the British Government and to absorb them in the general mass of the population.

In 1803 a supplementary Treaty (No. XXIX.) was formed to effect certain exchanges of territory with Mysore; and in 1807 the sum which the Maharajah was required to contribute to meet the ordinary expenses of war was commuted (No. XXX.) to the maintenance by the Maharajah of a fixed body of horse in peace and war.

During the minority of the Maharajah, the administration was conducted by an able Brahmin Minister named Poornia, who was invested with full powers of administration. He continued in office till 1812 when he resigned the government into the hands of the Maharajah, leaving in the treasury a sum exceeding two crores of Rupees. By a continued course of misgovernment the Maharajah drove the greater part of his subjects into rebellion to the danger of the peace of the neighbouring British districts; and in 1831 it became necessary for the British Government to interfere. The Maharajah had dissipated all the treasure

* See Hyderabad, page 55.

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acquired by the Dewan Poornia and involved himself deeply in debt. Notwithstanding promises to put restraint on his vicious expenditure, he had alienated revenues and sold exclusive privileges and state offices to raise funds for his extravagance. The pay of his troops was in arrears. Extortions and cruelties were practised for which there were no means of redress. The ryots combined in resistance, and at last rebellion broke out, calling for the active exertions of a large British force in addition to the whole military power of the Maharajah. So gross was the mismanagement and mal-administration, that it was deemed necessary for the British Government, under the provisions of the Treaty of 1799, to assume the direct management of the State, subject to the claim of the Maharajah, reserved by the Treaty, to a provision of one lakh of Star Pagodas per annum and one-fifth of the net revenue realized from the territory, until arrangements for the good government of the country should be so firmly established as to secure it from future disturbance.

In 1834 the Government of India proposed that the Maharajah should cede the districts of Nuggur, Chittledroog, and Bangalore, and as much territory as, after paying the expenses of management, would yield a revenue equal to their claims on the Maharajah, which amounted to about thirteen lakhs of Pagodas a year; and that the remaining districts should be restored to the Maharajah under securities for good government. But to this the Home authorities objected. Since that time the Maharajah has made several applications for the restoration of his State. The last application, which was made in February 1861, was rejected because the improvement which had been effected in the administration of Mysore had been effected in spite of counteraction on the part of the Maharajah and his partisans; because the grant of territories to the Maharajah under the subsidiary Treaty of Mysore was made solely in virtue of powers acquired by the British Government by conquest and not of any hereditary rights of the Maharajah; because the conditions of the grant had been for twenty years flagrantly and habitually violated before the British Government interfered to enforce the remedy provided by the subsidiary Treaty; because no expectation direct or indirect was held out that the Maharajah's authority would be restored in his life-time under its former conditions, although language

was used consistent with a purpose, at some future time and under conditions left undefined, to restore a native government, but not specifically that of the Maharajah; because the provision secured by Treaty to the Maharajah in the event of the resumption of his territories, which provision was a personal and not a hereditary one, had been fully secured to and enjoyed by him; because the obligations of the British Government to the people of Mysore were as sacred as its self-imposed obligations to the Maharajah; and because there was no security against a relapse into misgovernment if the Maharajah's authority should be restored.

The revenues of Mysore, which at the time of the resumption of that State amounted to only Rupees 42,00,000, have under British management risen to about one crore of Rupees. The area of Mysore is 27,000 square miles, and the population 38,21,000 souls. The body of horse which is kept up under the Treaty of 1807 has recently been re-organized. It consists of seven regiments each 300 strong. The Mysore foot, which is not kept up under any Treaty but is part of the old military establishment of the State, consists of four regiments each 500 strong.

No. XX.

ARTICLES of a FIRMAUND granted by the NAWAB HYDER ALI KHAN BAHADOOR, 1763.

The Nawab
Hyder Ali
Khan's seal.

ARTICLE 1.

The Honourable English Company have free liberty to build a commodious factory and warehouses at Onore, by the water-side, or any place they may pitch upon; and they may enclose their compound with a wall of stone and mud, without any guns. The ground allotted them shall be rent-free. Whilst the English have a factory at Onore, no other European nation shall have leave to settle there.

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ARTICLE 2.

The English have the sole liberty granted them of purchasing all the pepper produced between Mirjee and Batcole, both these places included; nor shall any European or other nation besides them have leave to purchase pepper within these districts. The price shall be adjusted every year between the Resident and four principal merchants of Onore.

ARTICLE 3.

The Honourable English Company have free liberty to export annually from Mangalore three hundred corge of rice, for the service of Tellicherry, exempt from the duty called Adlamy; or if they choose to carry this rice to Bombay, it is exempt from the same duty. Any private English merchants who purchase rice must be liable to the same customs as other merchants.

ARTICLE 4.

Whereas several Onore merchants are largely indebted to the Honourable Company, the killadar, &c. officers must assist the English in recovering their just demands; and provided any merchants in future should be indebted to the English, and make any disputes about paying, they have free liberty to confine such merchants in their factory till they clear their debts.

ARTICLE 5.

All goods that the English import, either at Onore or Mirjee, shall pay one and a half per cent. customs on the sales; except horses, wet and dry dates, sugar, kishmisses, cocoanuts, copra, tobacco, munchustry, opium, cotton, salt, brimstone, and camphor: these fourteen articles are to pay the same customs as other merchants pay. Any goods they cannot sell they have leave to re-export without paying any customs on them, on shewing them to the custom-master. Gold and silver are to pay no customs, nor any necessaries that the English may import for their own use.

ARTICLE 6.

If any ships or vessels, belonging to the English, should be cast away upon any part of the coast in the Bednure dominions, the Nawab's

killadars, &c., officers and people shall assist in saving the goods, stores, &c., which shall be all returned to the English.

ARTICLE 7.

The English have free liberty to cut timber, stones, hay, and wood, for to build their factory: but if they want masts for their vessels, they must apply for leave to cut them.

ARTICLE 8.

No grabs, gallivats, or armed boats, belonging to the English, shall pay anchorage, but have free liberty to go and come.

ARTICLE 9.

The English will not assist the enemies of the Nawab; nor, on the other hand, shall the Nawab afford any assistance to the enemies of the English.

ARTICLE 10.

The killadars and officers of the Nawab shall always show the English and their servants a due respect every where, and at all times be ready to assist them.

Signed by the NAWAB.

Bednure, the 10*th of Mojec,* 1170, *or the* 27*th of May, Anno Domini,* 1763.

No. XXI.

GRANT from HYDER ALI KHAN BAHADOOR, dated the 23rd February 1766.

I, Hyder Ali Khan Bahadoor, in consideration of the friendship subsisting between me and the Honourable united English East India Company, do hereby confirm and ratify all the several grants and privileges made over to them by the several Malabar powers, for the sole purchasing and exporting the produce of these countries, particularly pepper, sandal-wood, and cardemums, from the Malabar frontier to the

northward to the Samorine's dominions, including them; and further, I do promise to grant and confirm the same, whithersoever my arms may prove victorious.

Given under my hand, in Mudday, the day and year above written.

No. XXII.

Treaty with Hyder Ali, 1769.

A Treaty of perpetual friendship and peace, made and concluded between the Governor and Council of Fort St. George, in behalf of the Honourable English East India Company, for all their possessions, and for the Carnatic Payen Ghat, on the one part; and the Nawab Hyder Ali Khan Bahadoor, for the country of Mysore Hyder Nagur, and his other possessions, on the other part; on the following conditions:

Article 1.

That all hostilities shall immediately cease on the conclusion of this Treaty, which is to be perpetual, or as long as the Company may exist; that peace and friendship shall take place between the contracting parties (particularly including therein the Rajah of Tanjore, the Malabar Ram Rajah, and Morari Rao, who are friends and allies to the Carnatic Payen Ghat), also all others, the friends and allies of the contracting parties, provided they do not become the aggressors against either of them; but if they are aggressors, they are not to be assisted by either party.

Article 2.

That in case either of the contracting parties shall be attacked, they shall, from their respective countries, mutually assist each other to drive the enemy out. The pay of such assistance of troops, from one party to another, to be after the following rates, *viz.*, to every soldier and horseman fifteen Rupees per month, and every sepoy seven and a half Rupees per month: the pay of the Sirdars and Commandants to be as it shall be agreed on at the time.

ARTICLE 3.

The Presidency of Bombay, and all the factories and places which were before or are now under their government, are included in this Treaty of friendship: and the Nawab Hyder Ali Khan Bahadoor engages, out of his friendship and regard for the Company, to grant to them the factories, privileges, and exemptions in trade, in the same manner as they before held them; moreover, to release all the Sirdars, Europeans, sepoys, &c., who may have been taken on that side and this, immediately on the arrival of a proper person from the Governor and Council of Bombay for that purpose; and also to settle the particulars of the privileges of trade, and other matters relative to the sandal-wood and pepper, &c., articles of trade. And as there is now established between the contracting parties (the Company and the Nawab Hyder Ali Khan) a perpetual peace, there is no doubt but the Presidency of Bombay will exchange with the said Nawab a Treaty to the same purport as this, respecting the affairs of the said place, &c., and all the factories on that side. With regard to the ships, &c., which have been taken on both sides in the course of this war, it is hereby agreed and stipulated that they shall be mutually forgiven, and no claim or demand on any account made for them hereafter.

ARTICLE 4.

The above Nawab engages that all the officers, Europeans, and sepoys, belonging to the Presidency of Madras, shall immediately be released on the arrival of a proper person at Bangalore to demand them; also all the Sirdars and people belonging to the Carnatic Payen Ghat, who may have been taken in this war, shall likewise be released; the English Company engaging on their side to release the people belonging to the said Nawab who may have been taken also in this war.

ARTICLE 5.

The contracting parties mutually engage and agree that the forts and places which may have been taken by either party from the other in this war shall be mutually restored, except the fort of Caroor and its districts. And whereas the English Company have, in the forts of Colaur and Vencatigherry (exclusive of the former stores therein) many

cannon-shot, powder, ball, and muskets, the Nawab Hyder Ali Khan engages that the said Company shall have permission to bring away the same, without any let or molestation being given them therein; and as soon as they are withdrawn, the said forts shall immediately be evacuated and restored to the said Nawab.

In witness whereof, the said contracting parties have interchangeably signed and sealed two instruments, of the same tenor and date, viz., the said President and Council, on behalf of the English East India Company, and the Carnatic Payen Ghat, in Fort St. George, this 3*rd day of April, in the year of the Christian era* 1769*; and the said Nawab Hyder Ali Khan Bahadoor, at his camp at Madavaram, the* 25*th day of the Moon Teckyd, in the year of the Hegira* 1182.

No. XXIII.

Treaty with Hyder Ally, 1770.

Articles for a Treaty of peace and firm friendship between the Honourable Thomas Hodges, Esquire, President and Governor, and the Council of Bombay, in behalf of the Honourable United English East India Company, on the one part, and the Nawab Hyder Ali Khan Bahadoor, &c., Titles, for the countries of Mysore, Hyder Nugur, and Soondah, on the other part.

Article 1.

That agreeable to the third Article of the Treaty of peace concluded between the Honourable the President and Council of Madras and the Nawab Hyder Ali Khan Bahadoor, there be, from this day, a firm peace and friendship between the Honourable English East India Company and the said Nawab, and their successors, to continue for ever.

Article 2.

That the Honourable Company may have free liberty to build a commodious factory and warehouses at Onore, by the water-side, or any place they may pitch upon, and that they may enclose the compound with a suitable wall; and the ground allotted them shall be rent-free. They shall also have permission to cut timber, bring stones, hay, and wood, for their use. In like manner, they shall have a factory at

Carwar; and the Nawab promises to oblige the Rajah of Bilguey to give all the pepper produced in his country to the Honourable Company at the same price as they may purchase this article at Onore.

ARTICLE 3.

That the Honourable Company shall likewise have the sole and exclusive right of purchasing all the pepper and sandal-wood produced in the Nawab's dominions, the prices of which must be settled agreeable to former custom. The amount, or as much of it as the Honourable Company choose, to be made good in guns, muskets, salt, saltpetre, lead, and gunpowder, and the balance made good in ready money.

ARTICLE 4.

That the Honourable Company shall have free liberty to export from Mangalore, or other ports of the Nawab's dominions, whatever rice they may want for Tellicherry or Bombay; three hundred corges of which is, as usual, to be free of the duty called adlamy.

ARTICLE 5.

That the English shall have free liberty of trading in the several ports of the Nawab's dominions on the Malabar coast, paying customs at the rate of one and a half per cent. on the sale of all goods; and to have permission to re-export any goods which will not sell free of custom, on signifying the same to the custom-master. No customs to be charged on gold and silver nor on any articles for the immediate use and consumption of the English, their servants, and dependants.

ARTICLE 6.

The Nawab obliges himself to assist the English in recovering their just debts from his subjects, by compelling them to make good the same, on the debts being fully proved to his satisfaction.

ARTICLE 7.

That the Honourable Company, and the English in general, shall have free liberty to cut and purchase masts, timber, and plank, at Onore, Mangalore, or any other ports of the Nawab's country, teak excepted.

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ARTICLE 8.

That no vessels, of what kind or denomination soever, belonging to the English, shall pay anchorage in any of the Nawab's ports, but have free liberty to go out and come in, without hindrance or molestation.

ARTICLE 9.

Whatever vessels belonging to the English may be drove on shore on any part of the Nawab's dominions, whether by stress of weather or otherwise, his killadars, officers, and subjects, are to assist them, that their goods may be saved and delivered to the proprietors.

ARTICLE 10.

That the said Nawab shall not assist the enemies of the English, nor, on the other hand, shall the English assist the enemies of the Nawab; but should assistance be afforded on either part hereafter, the officers and men who may be sent to them are to be paid at the following rates, by the parties to whom they may be sent, *viz.*,

The commission officers to be paid at the discretion of the party assisted, but with the concurrence and approbation of the party who assists:

Each European soldier ...	...	15	Rupees per month.
Each Sepoy ...	...	...	$7\frac{1}{2}$ „ „

ARTICLE 11.

Should at any time disputes arise between the servants of the English factories and the Nawab's subjects, servants, or dependants, and the former be found culpable, they shall be sent to the English Resident to be punished, as shall the Nawab's people to his killadars, hummuldars, &c., if they are found to be in fault. The servants of the English factory, as well as their families, shall be entirely under the Honourable Company's protection.

ARTICLE 12.

That the said Nawab shall not grant any new Firmaund or privileges to any European nation whatever, or suffer any of them to establish any

new settlements in any part of his dominions. In all matters of trade or business the English to have the preference; and in matters of ceremony or state, they are to take rank of all other European nations, as well as the country powers.

ARTICLE 13.

The said Nawab hereby ratifies and confirms the grant which he executed in February 1766, and delivered to Messrs. Sparks and Townsend, relative to the privileges and immunities the Honourable Company possessed in the several countries he conquered upon this coast, before he took possession thereof; and hereby binds and obliges himself to compel whoever may be in possession of those countries to grant to the Honourable Company the produce thereof, as well as the full enjoyment of all their rights and privileges therein, in their utmost extent.

In witness of all which the said contracting parties have interchangeably signed and sealed two instruments, of the same tenor and date, viz., the said President and Council, on behalf of the English East India Company, in Bombay Castle, this 8th day of August, in the year of the Christian era, 1770, *and the said Nawab Hyder Ali Khan Bahadoor.*

No. XXIV.

TREATY of 28th October 1782 for the restoration of the Hindoo dynasty of MYSORE.

By virtue of powers delegated to me by the Right Honourable George, Lord Macartney, K. B., &c., &c., &c., President and Governor and Select Committee of Fort St. George, bearing date the 27th day of September in the year of our Lord 1782, I am authorized to negociate and conclude an agreement with Her Excellency the Rana of Mysore, subject to the approbation of the Governor General and Council.

I do therefore hereby solemnly engage on the part of the said Right Honourable George Lord Macartney, President and Governor and Select Committee, that all and every the Articles of agreement annexed,

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authenticated by the Rev. Mr. Swartz, and interchanged with Trimulrow, the Agent of Her Excellency the said Rana, and with me as representative of the Honourable Company, at Tanjore on this 28th day of October in the year of our Lord 1782, shall be received and acknowledged as the basis of a Treaty of amity and alliance between the said Honourable Company and the said Rana, subject to the before recited condition. And I do hereby solemnly engage that all and every the Articles annexed shall stand inviolably as the fixed and unalterable terms of the said Treaty, unless by mutual consent of the said Rana or Her Representatives, and the Representatives of the Honourable Company, it may hereafter be deemed expedient to amend and alter them. In witness whereof, in the presence of Almighty God, I have hereunto affixed the seal of the Honourable Company, and have also subscribed my signature, this 28th day of October in the year of our Lord 1782.

L. S.
Camp.

Signed and sealed in the presence of

(Signed) C. T. SWARTZ.

(Signed) JOHN SULLIVAN,
Resident, &c.

,, J. C. HIPPESLEY,
Assistant, &c.

ARTICLES of AGREEMENT concluded by Mr. SULLIVAN with the RANA MYSORE.

Hyder Naig has usurped all our master's country, destroyed him and his two sons and still keeps his widow our Rana in prison at Seringapatam. The English know that Hyder Naig was a servant of our master's when he did these things.

If the English who are great and powerful will punish this usurper, and deliver to our master the country, they will be entitled to the gratitude of our master and his family.

The English Company are well acquainted with the usurpation of Hyder Ali and the misfortunes which he has brought upon the family of the Rajah of Mysore, whose servant he was. They are willing to assist with their troops in reducing Hyder Ali, and in re-establishing the Rajah in his hereditary dominions upon the con-

tries Hyder has taken from him, we will enter into the following conditions :—

1*st*.—We will pay to the Company three lakhs of Kandirayen Pagodas as soon as their troops shall have driven the enemy out of the Coimbatour, &c., countries on this side of the mountains.

2*nd*.—As soon as the English troops shall have ascended the Balaghat and possessed themselves of the forts of Ardmelli or Viseyburam we will pay the further sum of one lakh of Pagodas.

3*rd*.—Upon the surrender of the fort of Mysore, and the government of the country being given to our Rana or whoever she may adopt, we will pay another lakh of Pagodas, and

4*th*.—Upon the fall of Seringapatam we will pay five lakhs of Pagodas, that is to say, in all, the sum of ten lakhs of Pagodas.

5*th*.—We will engage further that from the day our Rana or whoever she may adopt shall be proclaimed in Seringapatam, the sum of five lakhs of Pagodas shall be paid annually to the Company by monthly instalments, and moreover that a jaghire to the annual value of one lakh of Pagodas shall be assigned to the Company, in whatever part of the said dominions

ditions proposed in the first, second, third, and fourth Articles.

5*th* & 6*th*.—The Company will undertake to protect the government of Mysore, and will maintain an army in that country; but as the number of troops that may be required for that purpose cannot now be determined, the government of Mysore must engage to pay whatever the charges of such an army may exceed the sum of five lakhs of Pagodas.

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they may think proper, upon the following conditions :—

6th.—That the Company shall take the protection of all our country into their own hands, and that for this purpose they shall keep an army of sepoys, of European soldiers, and of European artillery, with all the officers, guns, stores, &c., field and garrison equipage usually attached to such an army, in the same manner as given to the Rajah of Tanjore.

7th.—That the Company shall not interfere in the management of the country nor in the arrangements for the peshcush and chout; that the killadars, amuldars, and other officers who may be appointed by the Rana for the management of the country shall be employed, and none others in the collections; and that they shall be supported by the Company's troops in the execution of their office; and further that the Company shall not interfere in the business of the polygars.

7th.—The amount of the former peshcush from Mysore to the Mogul, as well as the amount of the former chout to the Mahrattas, must be regularly paid into the Company's Treasury, to be by them accounted for to the Mogul's officer and to the Mahrattas. If by their influence and friendly offices the Company should prevail with the Mahrattas and the Mogul to exempt Mysore from the future payment of peshcush and chout, the amount of those charges will be held by the Company as a fund for defraying any extraordinary expenses which may be incurred either in future wars, in the building and repairing of forts, or in the augmentation of the military force for the defence and protection of Mysore. The Company will not interfere in the business of the

polygars in the collection of the revenue, or in the nomination of killadars, &c., but will support and assist all officers who may be appointed by the government of Mysore, provided the stipulated payments are regularly made by the government, and provided care is taken to have twelve months' provision in every garrison where the Company's troops may be stationed, otherwise the public safety will oblige the Company to collect money and provisions to the extent of this agreement.

8*th*.—That the Company will order to be delivered over to us whatever jewels, treasure, elephants, horses, military stores and effects of every kind, belonging to Hyder Naig and his officers, that may be found in the different forts, towns, &c., or that may be taken in the field.

8*th*.—According to the rules of war established in European armies, whatever is found in a place taken by storm, and whatever is taken in the field from the enemy, becomes the immediate property of the troops: a compromise is often made on such occasions, whereby the army relinquish their claim for a specific sum of money; the Company will recommend this measure to their officers.

9*th*.—That Hyder Naig and all prisoners of every rank who may be taken in the field and in the different forts, towns, &c., shall be delivered over to the Rana's officers.

9*th*.—As the Company are already engaged as principals in a war against Hyder Ali, they cannot agree to this Article. They will however shew particular regard to the interest of the Mysore government in this and every other instance.

10*th*.—That Seringapatam being place of religious worship, no

10*th*.—It must be left to the Company to determine in what

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troops shall be stationed within the walls of that place except in time of actual war.

places garrisons shall be placed, what forts shall be kept up, and what shall be destroyed.

11*th*.—That the Rana shall be at liberty to station sebundees and polygars in such places as may be necessary for the security of the revenue and the protection of the inhabitants.

11*th*.—Admitted.

12*th*.—Should it so happen that the Company may not be able to reduce Hyder Naig, but on the contrary that they should be obliged to make peace with him, in that event the Company must take us and all the people who may join with us under their protection, and continue the same to us and our family for ever. And further they must engage to pay back whatever money may be advanced them on account of our Rana for the purposes before mentioned.

12*th*.—The Company will comply with this Article in all its extent, as well in regard to the protection of persons as to the reimbursement of money.

13*th*.—The Governor and Council of Madras must procure a Sunnud from the Company in England to confirm to our Rana and her successors the full possession and government of all the countries that may be taken as before mentioned from Hyder Naig for ever and ever, upon the conditions hereinbefore expressed.

13*th*.—(*Vide* Note at the end). General Coote is now invested with full powers from the Company, his cowle will be sufficient for the present. A Sunnud from the Supreme Government of Bengal will be procured by him, and a public letter from the Company will be obtained as soon as possible to confirm the whole in the same manner as it has been granted to the Rajah of Tanjore.

14*th*.—As there is no reason to hope that the revenues of a country

14*th*.—The Company cannot consent to this proposal in all its

exhausted by a distant war could afford a larger subsidy than five lakhs of Pagodas for some years; it is therefore further proposed that as the war now carrying on by the English against Hyder Naig can only be terminated by the total suppression of his power, the Company should extend the Mysore government over all the countries now held by Hyder; in consideration of which we will engage to pay by monthly instalments to the Company the further sum of twenty-three lakhs of Pagodas for the expenses of the war. And from the time that peace shall be re-established and the Mysore authority acknowledged throughout the dominions now held by Hyder Naig, we will pay annually to the Company the sum of twelve lakhs of Pagodas, and moreover assign to them in perpetuity a jaghire to the yearly value of five lakhs of Pagodas, in whatever part of the said dominions they may think best. In consideration of which the Company must maintain an army for the protection and defence of those countries.

extent. Their ally the Soubah of the Deccan has just claims on some of those countries; and the Mahratta State, with whom the Company are now entering into a Treaty of friendship and alliance, have claims upon other countries. All the conquests therefore made by Hyder Ali from the Soubah and the Mahrattas must be excepted, and the Company must be left at liberty to enter into such engagements with those powers relative to those countries as they may think proper. The peshcush and chout formerly paid from the other countries, which may be recovered from Hyder Ali and given up to the Rana of Mysore, must be regularly paid to the Company in the same manner and for the same purposes as has been expressed relative to the peshcush and chout from Mysore. The stipulated payments must be regularly paid, and twelve months' provision must be constantly kept in every garrison, as has been before expressed.

With those exceptions the Company will engage to put the Rana of Mysore in possession of all the other conquests made by Hyder Ali, and to protect her and her successors in the same upon the conditions proposed.

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15*th*.—Whatever countries may have been taken by Hyder Naig from the governments of Hyderabad or Poonah or Sattara, that is to say, countries which are held immediately under the dominion of those governments, we agree shall be excepted, on condition that a proportionate deduction be made from our payments; but this must not be extended to any tributaries of either State unless in such cases as may be now particularly provided for. The Articles of peshcush and chout must be left to the decision of our Rana, to whose consideration we will recommend them.

15*th*.—The Company will consent to make a deduction from the Mysore payments in the proportion as the revenue of any other province that may be excepted shall stand to that of the other countries to be given up to Mysore.

16*th*.—We cannot consent to the restoration of Gooty. Our Rana has received particular injuries from Morarow, and besides there is a debt of thirty lakhs of Rupees which is justly due from him to the late Rajah of Mysore.

16*th*.—The Company will reserve to themselves the liberty of re-instating the family of Morarow in the country of Gooty.

A true translation of the annexed Articles, written in the Malabar language.

(Signed) C. T. SWARTZ.

I agree to all the Articles of the Company except these three points: Gooty is not to be delivered to its former possessor; in Seringapatam we will have no garrison; nothing

(*Vide* 13th Article). The powers of Government heretofore vested in General Coote being resumed by the Presidency of Madras, those Articles are executed under their sanction and by their authority, as before expressed.

The foregoing Articles, &c., were drawn up previous to the definitive orders of the Presidency of Madras,

but what belonged to the hereditary dominions of the Nizam and the Mahrattas shall be given over to them.

A true translation.

L. S.

(Signed) C. T. SWARTZ,
,, TRIMULROW &c.

bearing date the 27th September 1782.

(Signed) JOHN SULLIVAN,
Resident, &c.

No. XXV.

TREATY of Peace with the NAWAB TIPPOO SULTAN BAHADOOR, 1784.

The Company's Seal.	Tippoo Sultan's Seal.

TREATY of perpetual peace and friendship between the HONOURABLE THE ENGLISH EAST INDIA COMPANY and the NAWAB TIPPOO SULTAN BAHADOOR, on his own behalf, for the countries of Seringapatam, Hyder Nagur, &c., and all his other possessions, settled by ANTHONY SADLIER, GEORGE LEONARD STAUNTON, and JOHN HUDLESTON, Esquires, on behalf of the Honourable English East India Company, for all their possessions and for the Carnatic Payen Ghat, by virtue of powers delegated to the Honourable the President and Select Committee of Fort St. George for that purpose, by the Honourable the Governor General and Council appointed by the King and Parliament of Great Britain to direct and control all political affairs of the Honourable English East India Company in India, and by the said Nawab, agreeable to the following Articles, which are to be strictly and invariably observed, as long as the sun and moon shall last, by both parties; that is to say, by the English Company and the three governments of Bengal, Madras, and Bombay, and the Nawab Tippoo Sultan Bahadoor.

ARTICLE 1.

Peace and friendship shall immediately take place between the said Company and the Nawab Tippoo Sultan Bahadoor and their friends and allies, particularly including therein the Rajahs of Tanjore and

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Travancore, who are friends and allies to the English and the Carnatic Payen Ghat, also Tippoo Sultan's friends and allies. The Beebee of Cannanore and the Rajahs or zemindars of the Malabar coast are included in this Treaty. The English will not directly or indirectly assist the enemies of the Nawab Tippoo Sultan Bahadoor, nor make war upon his friends or allies; and the Nawab Tippoo Sultân Bahadoor will not directly or indirectly assist the enemies, nor make war upon the friends or allies of the English.

ARTICLE 2.

Immediately after signing and sealing the Treaty by the Nawab Tippoo Sultan Bahadoor and the three English Commissioners, the said Nawab shall send orders for the complete evacuation of the Carnatic, and the restoration of all the forts and places in it now possessed by his troops, the forts of Amboorgur and Satgur excepted: and such evacuation and restoration shall actually and effectually be made in the space of thirty days from the day of signing the Treaty. And the said Nawab shall also, immediately after signing the Treaty, send orders for the release of all the persons who were taken and made prisoners in the late war and now alive, whether European or Native; and for their being safely conducted to, and delivered at, such English forts or settlements as shall be nearest to the places where they now are, so that the said release and delivery of the prisoners shall actually and effectually be made in thirty days from the day of signing the Treaty. The Nawab will cause them to be supplied with provisions and conveyances for the journey, the expense of which shall be made good to him by the Company. The Commissioners will send an officer or officers to accompany the prisoners to the different places where they are to be delivered: in particular, Abdul Wahab Khan, taken at Chitoor, and his family, shall be immediately released, and if willing to return to the Carnatic shall be allowed to do so. If any person or persons belonging to the said Nawab, and taken by the Company in the late war, be now alive, and in prison in Bencoolen or other territories of the Company, such person or persons shall be immediately released, and if willing to return shall be sent without delay to the nearest fort or settlement in the Mysore country. Boswapa, late amuldar of Palicacherry, shall be released and set at liberty to depart.

ARTICLE 3.

Immediately after signing and sealing the Treaty, the English Commissioners shall give written orders for the delivery of Onore, Carwar, and Sadashevagar, and forts or places adjoining thereto, and send a ship or ships to bring away the garrisons. The Nawab Tippoo Sultan Bahadoor will cause the troops in those places to be supplied with provisions and any other necessary assistance for their voyage to Bombay (they paying for the same). The Commissioners will likewise give at the same time written orders for the delivery of the forts and districts of Caroor, Auracourchy, and Daraparam; and immediately after the release and delivery of the prisoners, as before mentioned, the fort and district of Dindigul shall be evacuated and restored to the Nawab Tippoo Sultan Bahadoor, and none of the troops of the Company shall afterwards remain in the country of the Nawab Tippoo Sultan Bahadoor.

ARTICLE 4.

As soon as all the prisoners are released and delivered, the fort and district of Cannanore shall be evacuated and restored to Ali Rajah Biby, the Queen of that country, in the presence of any one person, without troops, whom the Nawab Tippoo Sultan Bahadoor may appoint for that purpose: and at the same time that the orders are given for the evacuation and delivery of the forts of Cannanore and Dindigul, the said Nawab shall give written orders for the evacuation and delivery of Amboorgur and Satgur to the English; and in the meantime none of the troops of the said Nawab shall be left in any part of the Carnatic, except in the two forts above-mentioned.

ARTICLE 5.

After the conclusion of this Treaty the Nawab Tippoo Sultan Bahadoor will make no claim whatever in future on the Carnatic.

ARTICLE 6.

All persons whatsoever who have been taken and carried away from the Carnatic Payen Ghat (which includes Tanjore) by the late Nawab Hyder Ali Khan Bahadoor, who is in heaven, or by the Nawab

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Tippoo Sultan Bahadoor, or otherwise belonging to the Carnatic, and now in the Nawab Tippoo Sultan Bahadoor's dominions and willing to return, shall be immediately allowed to return with their families and children, or as soon as may be convenient to themselves; and all persons belonging to the Vencatacherry Rajah, who were taken prisoners in returning from the fort of Vellore, to which place they had been sent with provisions, shall also be released, and permitted immediately to return. Lists of the principal persons belonging to the Nawab Mahomed Ali Khan Bahadoor, and to the Rajah of Vencatacherry shall be delivered to the Nawab Tippoo Sultan's ministers; and the Nawab will cause the contents of this Article to be publicly notified throughout his country.

ARTICLE 7.

This being the happy period of general peace and reconciliation, the Nawab Tippoo Sultan Bahadoor, as a testimony and proof of his friendship to the English, agrees that the Rajahs or zemindars on this coast who have favored the English in the late war shall not be molested on that account.

ARTICLE 8.

The Nawab Tippoo Sultan Bahadoor hereby renews and confirms all the commercial privileges and immunities given to the English by the late Nawab Hyder Ali Khan Bahadoor, who is in heaven, and particularly stipulated and specified in the Treaty between the Company and the said Nawab concluded the 8th of August 1770.

ARTICLE 9.

The Nawab Tippoo Sultan Bahadoor shall restore the factory and privileges possessed by the English at Callicut until the year 1779 (or 1193 Hegira), and shall restore Mount Dilly and its district, belonging to the settlement of Tellicherry, and possessed by the English, till taken by Sirdar Khan at the commencement of the late war.

ARTICLE 10.

This Treaty shall be signed and sealed by the English Commissioners, and a copy of it shall afterwards be signed and sealed by the President and Select Committee of Fort St. George, and returned

to the Nawab Tippoo Sultan Bahadoor in one month, or sooner if possible; and the same shall be acknowledged under the hands and seals of the Governor General and Council of Bengal, and the Governor and Select Committee of Bombay, as binding upon all the governments of India; and copies of the Treaty, so acknowledged, shall be sent to the said Nawab in three months, or sooner if possible. In testimony whereof the said contracting parties have signed, sealed, and interchangeably delivered two instruments, of the same tenor and date; to wit, the said three Commissioners on behalf of the Honourable English East India Company and the Carnatic Payen Ghat; and the said Nawab Tippoo Sultan Bahadoor, on his own behalf, and the dominions of Seringapatam and Hyder Nugur, &c. This executed at Mangalore (otherwise called Codial Bunder) this 11th day of March and year 1784 of the Christian era, and 16th day of the moon Rubee-ul-sanee, in the year of the Hegira 1198.

Tippoo Sultan's Signature.	(Signed)	Anthony Sadlier.	L. S.
	„	George Leonard Staunton.	L. S.
	„	John Hudleston.	L. S.

No. XXVI.

Preliminary Treaty with Tippoo Sultan, February 1792.

Copy of the Preliminary Articles agreed upon and exchanged, dated 22nd February 1792.

Article 1.

One-half of the dominions which were in possession of Tippoo Sultan at the commencement of the present war shall be ceded to the allies adjacent to the respective boundaries, and agreeable to their selection.

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ARTICLE 2.

Three crores and thirty lakhs of Sicca Rupees shall be paid to the allies, agreeably to the following particulars, &c.,

One crore and thirty-five lakhs shall be paid immediately, in Pagodas or gold mohurs, or Rupees, of full weight and standard, or in gold or silver bullion. The remainder one crore and sixty-five lakhs at three instalments, not exceeding four months each, in the three coins before mentioned.

ARTICLE 3.

All subjects of the four several powers who may have been prisoners from the time of the late Hyder Ali Khan to the present period shall be fairly and unequivocally released.

ARTICLE 4.

Until the due performance of the three Articles abovementioned, two of the three eldest sons of Tippoo Sultan shall be given as hostages, on the arrival of whom a cessation of hostilities shall take place.

ARTICLE 5.

When an agreement containing the Articles above written shall arrive, bearing the seal and signature of Tippoo Sultan, counter agreements shall be sent from the three powers; and after the cessation of hostilities such a definitive Treaty of perpetual friendship, as shall be settled by the several parties, shall be adjusted and entered into.

No. XXVII.

Treaty of Peace with Tippoo Sultan, 1792.

Definitive Treaty of perpetual friendship for the adjustment of affairs between the Honourable English East India Company, the Nawab Ausuph Jah Bahadoor, and Rao Pundit Prudhan Bahadoor, and Tippoo Sultan, in virtue of the authority of the Right Honourable Charles Earl Cornwallis, Knight of the Most Noble Order of the Garter, Governor General, &c., &c., invested with full powers to direct and control all the affairs of the said Company in the East Indies, dependent on the several Presidencies of Bengal, Madras, and Bombay, and of the Nawab Azim-ool-Omrah Bahadoor possessing full powers on the part of the Nawab Ausuph Jah Bahadoor, and Hurry Ram Pundit Tantea Bahadoor possessing equal powers on the part of Rao Pundit Prudhan Bahadoor, settled the 17th day of March 1792, of the Christian era, answering to the 23rd day of the month Rujeb, 1206 of the Hegira; by Sir John Kennaway, Baronet, on the part of the Right Honourable Charles Earl Cornwallis, Knight of the Most Noble Order of the Garter, &c.; and Meer Aulum Bahadoor, on the part of the Nawab Azim-ool-Omrah Bahadoor; and Buckajee Pundit, on the part of Hurry Ram Pundit Tantea Bahadoor, on one part: and by Gholaum Ali Khan Bahadoor, and Ali Rheza Khan, on behalf of Tippoo Sultan, according to the undermentioned Articles, which by the blessing of God shall be binding on their heirs and successors as long as the sun and moon endure, and the conditions of them be invariably observed by the contracting parties.

Article 1.

The friendship subsisting between the Honourable Company and the Circars of Tippoo Sultan, agreeably to former Treaties, the first with the late Nawab Hyder Ali Khan, bearing date 8th August 1770, and the other with Tippoo Sultan, of the 11th of March 1784, is hereby confirmed and increased, and the Articles of the two former Treaties are to remain in full, excepting such of them as by the present engagement are otherwise adjusted: and the eighth Article of the second above-mentioned Treaty, dated the 11th March 1784, corresponding with the 18th of the month Rubbee-ul-sanee, 1198 Hegira, confirming all the privileges and immunities of trade which the deceased Nawab Hyder Ali Khan granted to the said Company by the Treaty entered into in the year 1770, is also, by virtue of the present Treaty, renewed and confirmed.

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ARTICLE 2.

In the fourth Article of the preliminary Treaty entered into between the allied powers and the said Tippoo Sultan, dated the 22nd February 1792, corresponding with the 28th of the month Jemmadee-ul-sanee 1206 Hegira, it is written, "until the due performance of the three foregoing Articles" (the first Article stipulating the cession of half the country; the second, the immediate payment of half the sum of money agreed to be paid, and the remainder in specie only, at three instalments, not exceeding four months each instalment; and the third engaging for the release of prisoners) "two of the sons of the said Tippoo Sultan shall be detained as hostages," which Articles are confirmed by the present instrument; accordingly the said Tippoo Sultan shall divide the sum agreed to be paid at three instalments abovementioned into three equal parts, and shall pay to the said three powers their respective shares, at the exchange affixed for the amount, to be paid immediately, at such places on the boundaries of the allies as shall be determined on by them; and after the performance of the remaining two Articles abovementioned, that is to say, the cession of one-half of the country and the release of the prisoners, in case the amount of the instalments be paid by Tippoo Sultan to the three powers prior to the expiration of the period stipulated for it, the said sons of Tippoo Sultan shall be immediately dismissed, and all pecuniary demands between the contracting parties shall cease and be at an end.

ARTICLE 3.

By the first Article of the preliminary Treaty it is agreed that one-half of the dominions which were in the possession of the said Tippoo Sultan at the commencement of the war, shall be ceded to the allies adjacent to their respective boundaries, and subject to their selection accordingly. The general abstract of countries, composing half the dominions of Tippoo Sultan, to be ceded to the allies, agreeably to their respective shares, is hereunto subjoined, and the detail of them is inserted in a separate Schedule bearing the seal and signature of Tippoo Sultan.

Districts ceded to the Honourable English Company.

	C. Pagodas. F. C.	C. Pagodas. F. C.	C. Pagodas. F. C.
Calcut, 63 Talooks	.....	8,48,765 5 4½	
Paulgautchery	.....	88,000 0 0	
Dindigul and Pulnavier Pakshy, 2 Talooks	.....	90,000 0 0	
Salem	.....	24,000 0 0	
Koork	.....	8,000 0 0	
Namuel	.....	16,000 0 0	
Sunkagurry	.....	40,000 0 0	
Barrah Mohul, 9 Talooks, *viz.*—			
Barrah Mohul	64,000 0 0		
Caveriputtun	10,000 0 0		
Verbudurdroog	8,000 0 0		
Raycottah	8,000 0 0		
Kangoondie	6,000 0 0		
Durampoory	8,000 0 0		
Pinnagur	10,000 0 0		
Tingrycottah	12,000 0 0		
Caveripoor	8,000 0 0		
		1,34,000 0 0	
Attoor Anuntgurry	.....	18,000 0 0	
Purmutty	.....	14,000 0 0	
Shadmungal	.....	20,000 0 0	
Vainloor	.....	16,000 0 0	
			13,16,765 5 4½

Districts ceded to the Nawab Ausuph Jah Bahadoor.

Talook Kurpah, 61 Talooks.			
The Daab, 15 do. ...	16,48,099 3 2		
Deduct as follows:			
In the Peishwa's share ... 13,06,666 6 10			
Remains with Tippoo Sultan Anagoondy ... 60,101 0 0			
	13,66,767 6 10		
Remains to the Nawab Ausuph Jah	.....	2,81,331 6 8	
Carried over ...	.....	2,81,331 6 8	13,16,765 5 4½

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No. XXVII.

Districts ceded to the Nawab Ausuph Jah Bahadoor.—(Continued.)

	C. Pagodas. F. C.	C. Pagodas. F. C.	C. Pagodas. F. C.
Brought forward ...	.....	2,81,331 6 6	13,18,765 5 4½
Banyaupilly and Churchinnulla, 2 Talooks	.....	41,804 9 8	
Singputtun and Chilwara ...	.....	20,000 0 0	
Onak	.....	20,000 0 0	
Hanwuntgoond	.....	15,000 0 0	
Wimpelly-vemla	.....	12,565 0 0	
Mouka	.....	12,162 6 14	
In Gooty 4 Talooks, *viz.*—			
Tarputry	19,055 0 4		
Tannorry	13,072 8 0		
Velanoor	8,800 0 0		
Singemmully	10,855 0 0		
		51,782 8 4	
Beswapoor	.....	5,000 0 0	
Bulkarykoor, &c., 2 Talooks ...	35,000 0 0		
Deduct:			
Remains with Tippoo Sultan 2 Talooks, Koorkoor and Dummoor	12,000 0 0		
Remains to the Nawab Ausuph Jah	.....	23,000 0 0	
In Koorkoor	.....	370 2 5	
			13,16,666 6 11

Districts ceded to Rao Pundit Prudhan Bahadoor.

The Doal, 15 Talooks	.....		16,48,099	3 2	
Deduct:					
Remains with Tippoo Sultan Anagoody, 1 Talook	60,101 0 0				
In the share of the Nawab Ausuph Jah					
Koopul, 8 Talooks	1,06,137 3 9				
Kuichghurry, 1 do.	79,100 0 0				
In Gujunderghur	96,094 2 15				
		2,81,331 6 8			
			3,41,432	6 8	
Carried over ...	.....		13,06,666	4 10	26,33,432 1 15½

Districts ceded to the Rao Pundit Prudhan Bahadoor.—(Concluded).

		C. Pagodas. F. C.	C. Pagodas. F. C.	C. Pagodas. F. C.
Brought forward ...			.....	26,33,432 1 15½
Remains to Rao Pundit Prudhan, *viz.*, Dauwar, 8 Talooks... ...		1,38,536 8 5½		
Hawanoor, 2 do.		30,604 3 2		
Dunnoor		15,394 66 0½		
Baukapoor, 16 Talooks		2,50,426 6 7½		
Serlutty, 4 do.		64,843 7 10		
Kelore, 11 do.		1,43,397 4 3		
Gudduck, 4 do.		45,297 1 9½		
Jalahul, 5 do.		73,185 0 14		
Dummul, 4 do.		49,196 5 12		
Shunore, 26 do.		3,40,946 7 13		
Saulgurry Soudunty		1,48,953 8 0		
In Gujunderghur 8 Talooks ...	1,01,977 9 5½			
Deduct, in the share of the Nawab Ausuph Jah ...	96,094 2 15			
		5,883 6 7½		
			13,06,666 6 10	
Remains to Rao Pundit Prudhan From Gooty Sundoor		.....	10,000 0 0	
				13,16,666 6 10
Grand Total C. Pagodas ...		.....	.....	39,50,098 8 9½

ARTICLE 4.

Whatever part of Namuel, Sunkagurry, Salem Caveripoor, Attoor, and Parmutty, which, as above stated, are comprised within the division ceded to the aforesaid Company, shall be situated to the northward and eastward of the river Cavery, or if there should be any other talooks or villages of talooks situated as above described, they shall belong to the said Company, and others of equal value shall be relinquished by the said Company to Tippoo Sultan in exchange for them; and if of the above districts there shall be any talooks or villages of talooks situated to the westward or southward of the said river, they shall be relinquished to Tippoo Sultan, in exchange for others of equal value to the said Company.

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ARTICLE 5.

On the ratification and mutual exchange of this definitive Treaty, such districts and forts as are to be ceded by Tippoo Sultan shall be delivered up without any cavil or demand for outstanding balances: and such talooks and forts as are to be relinquished by the three powers to Tippoo Sultan shall, in the same manner, be delivered up; and orders to this effect, addressed to the aumils and commanders of forts, shall be immediately prepared and delivered to each respectively of the contracting parties. On the receipt of which orders, the discharge of the money stipulated to be paid immediately, and the release of prisoners on all sides (of which the contracting parties, considering God as present and a witness, shall release without cavil all that are in existence, and shall not detain a single person), the armies of the allied powers shall march from Seringapatam. Such forts and places, nevertheless, as shall be in the possession of the said Company, and on the road by which the said armies are to march, shall not be given up until the said armies shall have removed the stores, grain, &c., and sick which are in them, and shall have passed them on their return. As far as possible, no delay shall be allowed to occur in the said stores, &c., being removed.

ARTICLE 6.

Whatever guns and shot shall be left by Tippoo Sultan in the forts which the said Tippoo Sultan has agreed to cede to the allied powers, an equal number of guns and shot shall be left in the forts which the allied powers have agreed to restore to Tippoo Sultan.

ARTICLE 7.

The contracting parties agree that zemindars and aumildars, being in balance to either party, and repairing to the country of either party, protection shall not be given them, and they shall be restored. If hereafter it should happen that any disputes arise on the boundaries of the allies and the said Tippoo Sultan, such disputes shall be adjusted with the knowledge and approbation of all parties.

ARTICLE 8.

The polygars and zemindars of this country, who, in the course of the present war, have attached themselves and been serviceable to the

allies, shall not on that account, in any shape or manner, be injured or molested by Tippoo Sultan.

Whenever three copies of this Treaty, consisting of eight Articles, shall be delivered by Tippoo Sultan, bearing his seal and signature, accompanied by three Schedules, also under the seal and signature of the said Tippoo Sultan, specifying the detail of the countries ceded to the three powers, one to the said Company with the Schedule, one to the said Nawab Ausuph Jah Bahadoor with the Schedule, and one to the said Rao Pundit Prudhan Bahadoor with the Schedule, three counterparts thereof and of the Schedule shall be delivered to the said Tippoo Sultan by the allies, that is to say, one counterpart with the Schedule on the part of the said Company, bearing the seal and signature of the said Earl Cornwallis; one with the Schedule on the part of the said Nawab Ausuph Jah Bahadoor, bearing the seal and signature of the said Nawab and of Azim-ool-Omrah Bahadoor; and one with the Schedule on the part of the said Rao Pundit Prudhan Bahadoor, bearing the seal of the said Rao Pundit Prudhan Bahadoor and the signature of the said Hurry Ram Pundit Tantea Bahadoor.

Signed and sealed in Camp, near Seringapatam, this 18*th day of March* 1792.

(Signed) CORNWALLIS. L. S.

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No. XXVII.

Jummabundy of the Countries which are ceded to the Honourable English East India Company by Tippoo Sultan, according to the following detail, dated the 16th of March 1792, corresponding to the 22nd Rejeb, 1206 Hegira.

	C. Pagodas. F. C.	C. Pagodas. F. C.	C. Pagodas. F. C.
Talooks appertaining to Calicut, 63 Talooks, viz.—			
Talook Curba Calcut, 3 Talooks—			
Curba	38,236 8 0		
Ramnagr	8,071 7 12		
Purrupnagr	8,863 3 0		
Talook Goorumuny, 7 Talooks—			
Curba	12,725 0 4		
Kolecaut	12,957 3 5		
Paynayr	17,630 5 14		
Purmulla	17,015 9 0		
Kulkumra	12,513 8 3		
Wurkumra	10,535 7 2		
Poelwaye	11,564 8 8		
		94,943 2 14	
Talook Petudnagr, 10 Talooks—			
Curba	14,736 1 14½		
Mylatoor	12,192 4 15		
Augarypoor	13,615 4 5		
Kulkumdela	9,641 3 4½		
Shumayr	10,982 9 11		
Poontanny	14,073 7 5		
Kootay	8,159 4 5		
Wurmayrgur	6,386 2 14		
Kaaput	5,480 1 4		
Wy Kittycote	16,701 7 10		
Talook Warutnagr, 4 Talooks—			
Curba	13,515 0 4½		
Mullpoor	6,608 7 6		
Moreypoor	11,117 3 2		
Wullu Carycote	10,130 0 0		
		41,371 0 12½	
Carried forward	.....	1,36,314 8 10½	

Jummabundy of the Countries &c.—(Continued).

	C. Pagodas. F. C.	C. Pagodas. F. C.	C. Pagodas. F. C.
Brought forward	.....	1,36,314 3 10½	.....
Talook Shaudgur, 11 Talooks—			
Curba	12,954 0 8½		
Wunnurg Kullyparah	12,466 2 9		
Kalkynagr	12,445 6 6		
Kolekathynagr...	10,549 9 2		
Korungeloor	7,117 9 14½		
Suluge...	7,567 6 14		
Turunganayr	13,584 2 6		
Hadnallekdush	13,916 7 0		
Kurumputa	6,700 0 0		
Turlatta	10,394 5 15		
Kowulparah	8,328 8 9½		
		1,16,025 9 4	
Talook Eoweynayr, 2 Talooks—			
Curba	11,430 3 4½		
Kullaye	4,470 4 3½		
		15,900 7 7½	
Talook Cherkul, 5 Taloooks—			
Curba	21,173 0 6½		
uttoon	19,499 3 2½		
Runditsera	13,137 8 1		
Gowage	12,176 0 10½		
Murrage	14,486 3 6		
		80,472 5 10½	
Talook Cote Augria, 3 Talooks—			
Cusba Kudroor	14,518 7 2½		
Putchy	12,654 0 5		
Cootyary	12,828 5 3		
		40,001 2 10½	
Talook Kurupnayr, 3 Talooks—			
Cusba Kootupoor	18,777 5 9½		
Yergurah	13,192 3 15½		
Kawal	18,139 0 5½		
		50,108 9 14½	
Carried over ...	.....	4,38,823 8 10	

Jummabundy of the Countries, &c.—(Continued.)

	C. Pagodas. F. C.	C. Pagodas. F. C.	C. Pagodas. F. C.
Brought forward... ...	.....	4,38,823 8 10	.....
Talook Canianoor, 1 Talook ...	.. ..	30,000 0 0	
Talook Cochy, 14 Talooks—			
Toorshmerow	10,000 0 0		
Mukuntpoor	10,000 0 0		
Cotcherry	7,000 0 0		
Animagull	6,000 0 0		
Tulpooly	7,000 0 0		
Moloorkurra	5,000 0 0		
Chaalkurra	5,000 0 0		
Oiloornumaary...	10,000 0 0		
Chittoor Tutmungul	20,000 0 0		
Alunggaar	4,000 0 0		
Paroor...	4,000 0 0		
Kootmutnayr	4,000 0 0		
Shaadmungul	4,000 0 0		
		1,00,000 0 0	
Profits on Black Pepper, Mint and Duties on Timber, &c.			
Farm of the Timber Duties ...	30,000 0 0		
Duties on Tobacco	2,800 0 0		
Mint	30,000 0 0		
Black Pepper, Cocoanuts, &c. ...	50,000 0 0		
		1,12,800 0 0	
			8,48,765 5 4½
Talook Paulgatcherry	.....	....	88,000 0 0
Dindigul and Pulnaveerpuckshy, 2 Talooks—			
Dindigul	.....	80,000 0 0	
Pulnaveerpuckshy	.....	10,000 0 0	
			90,000 0 0
Selem	.....	.....	24,000 0 0
Koork...	... .	.....	8,000 0 0
Carried over	.....	7,71,623 8 10	10,58,765 5 4½

Jummabundy of the Countries, &c.—(Concluded.)

	C. Pagodas. F. C.	C. Pagodas. F. C.	C. Pagodas. F. C.
Brought forward ...	.....	7,71,623 8 10	10,58,765 5 4½
Namkul	.....	.....	16,000 0 0
Sunkagury	.....	.....	40,000 0 0
Anuntgury	.....	.....	18,000 0 0
Parmutty	.....	.....	14,000 0 0
Vamloor	.....	.....	16,000 0 0
Shadinungul	.....	.....	20,000 0 0
Burrah Mohul, 9 Talooks—			
Burrah Mohul...	.....	64,000 0 0	
Caveripoor	.....	8,000 0 0	
Caveriputtun	.....	10,000 0 0	
Verbudderdroog	.....	8,000 0 0	
Raycotta	.....	8,000 0 0	
Kungoondy	.....	6,000 0 0	
Darrampoory	.....	8,000 0 0	
Pinnagur	.....	10,000 0 0	
Tingrecolan	.....	12,000 0 0	
			1,34,000 0 0
Canterai Pagodas	.....	.....	13,16,765 5 4½

The villages of the above-mentioned talooks shall be relinquished, and retained on an investigation on the spot.

Dated in Camp, near Seringapatam this 16*th day of March* 1792.

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No. XXVIII.

No. XXVIII.

SUBSIDIARY TREATY with the RAJAH OF MYSORE, 1799.

A TREATY of perpetual friendship and alliance concluded on the one part by HIS EXCELLENCY LIEUTENANT GENERAL GEORGE HARRIS, Commander-in-Chief of the forces of his Britannic Majesty and of the English East India Company Bahadoor in the Carnatic and on the coast of Malabar, the HONOURABLE COLONEL ARTHUR WELLESLEY, the HONOURABLE HENRY WELLESLEY, LIEUTENANT COLONEL WILLIAM KIRKPATRICK, and LIEUTENANT COLONEL BARRY CLOSE, on behalf and in the name of the RIGHT HONOURABLE RICHARD EARL OF MORNINGTON, K. P., Governor General for all affairs, civil and military, of the British nation in India, by virtue of full powers vested in them for this purpose by the said Richard Earl of Mornington, Governor General; and on the other part by Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, Rajah of Mysore.

Whereas it is stipulated in the Treaty concluded on the 22nd of June, 1799, between the Honourable English East India Company Bahadoor and the Nawab Nizam-ood-dowlah Ausuph Jah Bahadoor, for strengthening the alliance and friendship subsisting between the said English East India Company Bahadoor, His Highness Nizam-ood-dowlah Ausuph Jah Bahadoor, and the Peishwa Rao Pundit Prudhan Bahadoor, and for effecting a settlement of the territories of the late Tippoo Sultan, that a separate government shall be established in Mysore, and that His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor shall possess certain territories, specified in Schedule C annexed to the said Treaty, and that, for the effectual establishment of the government of Mysore, His Highness shall be assisted with a suitable subsidiary force, to be furnished by the English East India Company Bahadoor; wherefore, in order to carry the said stipulations into effect, and to increase and strengthen the friendship subsisting between the said English East India Company and the said Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, this Treaty is concluded by Lieutenant General George Harris, Commander-in-Chief of the forces of his Britannic Majesty and of the said English East India Company Bahadoor in the Carnatic and on the coast of Malabar, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close, on the part and in the name of the Right Honourable Richard Earl of Mornington,

Governor General aforesaid, and by His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, which shall be binding upon the contracting parties as long as the sun and moon shall endure.

ARTICLE 1.

The friends and enemies of either of the contracting parties shall be considered as the friends and enemies of both.

ARTICLE 2.

The Honourable East India Company Bahadoor agrees to maintain, and His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor agrees to receive, a military force for the defence and security of His Highness's dominions; in consideration of which protection, His Highness engages to pay the annual sum of seven lakhs of Star Pagodas to the said East India Company, the said sum to be paid in twelve equal monthly instalments, commencing from the 1st of July, Anno Domini 1799. And His Highness further agrees that the disposal of the said sum, together with the arrangement and employment of the troops to be maintained by it, shall be entirely left to the Company.

ARTICLE 3.

If it shall be necessary for the protection and defence of the territories of the contracting parties, or of either of them, that hostilities shall be undertaken, or preparations made for commencing hostilities against any State or power, His said Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor agrees to contribute towards the discharge of the increased expense incurred by the augmentation of the military force and the unavoidable charges of war, such a sum as shall appear to the Governor General in Council of Fort William, on an attentive consideration of the means of his said Highness, to bear a just and reasonable proportion to the actual net revenues of His said Highness.

ARTICLE 4.

And whereas it is indispensably necessary that effectual and lasting security should be provided against any failure in the funds destined

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to defray either the expenses of the permanent military force in time of peace, or the extraordinary expenses described in the third Article of the present Treaty, it is hereby stipulated and agreed between the contracting parties, that whenever the Governor General in Council of Fort William in Bengal shall have reason to apprehend such failure in the funds so destined, the said Governor General in Council shall be at liberty, and shall have full power and right either to introduce such regulations and ordinances as he shall deem expedient for the internal management and collection of the revenues, or for the better ordering of any other branch and department of the Government of Mysore, or to assume and bring under the direct management of the servants of the said Company Bahadoor such part or parts of the territorial possessions of His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, as shall appear to him, the said Governor General in Council, necessary to render the said funds efficient and available, either in time of peace or war.

ARTICLE 5.

And it is hereby further agreed that whenever the said Governor General in Council shall signify to the said Maharajah Mysore Kishna Rajah Oodiaver Bahadoor that it is become necessary to carry into effect the provisions of the fourth Article, His said Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor shall immediately issue orders to his aumils or other officers either for carrying into effect the said regulations and ordinances, according to the tenor of the fourth Article, or for placing the territories required under the exclusive authority and control of the English Company Bahadoor. And in case His Highness shall not issue such orders within ten days from the time when the application shall have been formally made to him, then the said Governor General in Council shall be at liberty to issue orders, by his own authority, either for carrying into effect the said regulations and ordinances, or for assuming the management and collection of the revenues of the said territories, as he shall judge most expedient for the purpose of securing the efficiency of the said military funds and of providing for the effectual protection of the country and the welfare of the people. Provided always, that whenever and so long as any part or parts of His said

Highness's territories shall be placed and shall remain under the exclusive authority and control of the said East India Company, the Governor General in Council shall render to His Highness a true and faithful account of the revenues and produce of the territories so assumed; provided also, that in no case whatever shall His Highness's actual receipt or annual income, arising out of his territorial revenue, be less than the sum of one lakh of Star Pagodas, together with one-fifth of the net revenues of the whole of the territories ceded to him by the fifth Article of the Treaty of Mysore; which sum of one lakh of Star Pagodas, together with the amount of one-fifth of the said net revenues, the East India Company engages, at all times and in every possible case, to secure and cause to be paid for His Highness's use.

ARTICLE 6.

His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor engages that he will be guided by a sincere and cordial attention to the relations of peace and amity now established between the English Company Bahadoor and their allies, and that he will carefully abstain from any interference in the affairs of any State in alliance with the said English Company Bahadoor, or of any State whatever. And for securing the object of this stipulation it is further stipulated and agreed that no communication or correspondence with any foreign State whatever shall be holden by His said Highness without the previous knowledge and sanction of the said English Company Bahadoor.

ARTICLE 7.

His Highness stipulates and agrees that he will not admit any European foreigners into his service without the concurrence of the English Company Bahadoor; and that he will apprehend and deliver up to the Company's government all Europeans of whatever description who shall be found within the territories of His said Highness without regular passports from the Company's government, it being His Highness's determined resolution not to suffer, even for a day, any European foreigners to remain within the territories now subjected to his authority, unless by consent of the said Company.

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ARTICLE 8.

Whereas the complete protection of His Highness's said territories requires that various fortresses and strong places situated within the territories of His Highness should be garrisoned and commanded, as well in time of peace as of war, by British troops and officers, His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor engages that the said English Company Bahadoor shall at all times be at liberty to garrison, in whatever manner they may judge proper, all such fortresses and strong places within His said Highness's territories as it shall appear to them advisable to take charge of.

ARTICLE 9.

And whereas, in consequence of the system of defence which it may be expedient to adopt for the security of the territorial possessions of His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, it may be necessary that certain forts and strong places within His Highness's territories should be dismantled or destroyed, and that other forts and strong places should be strengthened and repaired, it is stipulated and agreed that the English East India Company Bahadoor shall be the sole judges of the necessity of any such alterations in the said fortresses: and it is further agreed that such expenses as may be incurred on this account shall be borne and defrayed in equal proportions by the contracting parties.

ARTICLE 10.

In case it shall become necessary, for enforcing and maintaining the authority and government of His Highness in the territories now subjected to his power, that the regular troops of the English East India Company Bahadoor should be employed, it is stipulated and agreed that, upon formal application being made for the service of the said troops, they shall be employed in such manner as to the said Company shall seem fit; but it is expressly understood by the contracting parties that this stipulation shall not subject the troops of the English East India Company Bahadoor to be employed in the ordinary transactions of revenue.

ARTICLE 11.

It being expedient for the restoration and permanent establishment of tranquillity in the territories now subjected to the authority of His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, that suitable provision should be made for certain officers of rank in the service of the late Tippoo Sultan, His said Highness agrees to enter into the immediate discussion of this point, and to fix the amount of the funds (as soon as the necessary information can be obtained) to be granted for this purpose, in a separate Article, to be hereafter added to this Treaty.

ARTICLE 12.

Lest the garrison of Seringapatam should at any time be subject to inconvenience, from the high price of provisions and other necessaries, His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor agrees that such quantities of provisions and other necessaries as may be required for the use and consumption of the troops composing the said garrison, shall be allowed to enter the place from all and every part of his dominions free of any duty, tax, or impediment whatever.

ARTICLE 13.

The contracting parties hereby agree to take into their early consideration the best means of establishing such a commercial intercourse between their respective dominions as shall be mutually beneficial to the subjects of both governments, and to conclude a Commercial Treaty for this purpose with as little delay as possible.

ARTICLE 14.

His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor hereby promises to pay at all times the utmost attention to such advice as the Company's government shall occasionally judge it necessary to offer to him, with a view to the economy of his finances, the better collection of his revenues, the administration of justice, the extension of commerce, the encouragement of trade, agriculture, and

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industry, or any other objects connected with the advancement of His Highness's interests, the happiness of his people, and the mutual welfare of both States.

ARTICLE 15.

Whereas it may hereafter appear that some of the districts declared by the Treaty of Mysore to belong respectively to the English Company Bahadoor and to His Highness are inconveniently situated, with a view to the proper connection of their respective lines of frontier, it is hereby stipulated between the contracting parties that in all such cases they will proceed to such an adjustment, by means of exchanges or otherwise, as shall be best suited to the occasion.

ARTICLE 16.

This Treaty, consisting of 16 Articles, being this day, the 8th of July, Anno Domini 1799 (corresponding to the 3rd of Suffer, Anno Hegiræ 1214, and to the 7th of the month Assar, of the 1721st year of the Saliwund era), settled and concluded at the fort of Nazzerbah, near Seringapatam, by his Excellency Lieutenant General George Harris, Commander-in-Chief of the Forces of his Britannic Majesty, and of the Honourable English East India Company Bahadoor in the Carnatic and on the coast of Malabar, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close, with the Maharajah Mysore Kishna Rajah Oodiaver Bahadoor; the aforesaid gentlemen have delivered to the said Maharajah one copy of the same, in English and Persian, sealed and signed by them, and His Highness Maharajah has delivered to the gentlemen aforesaid another copy, also in Persian and English, bearing his seal, and signed by Luchuma, widow of the late Kishna Rajah, and sealed and signed by Purnia, Dewan to the Maharajah Kishna Rajah Oodiaver. And the aforesaid gentlemen have engaged to procure and to deliver to the said Maharajah without delay a copy of the same, under the seal and signature of the Right Honourable the Governor General, on the receipt of which by the said Maharajah the present Treaty shall be deemed complete and binding on the Honourable the English East India Company and on the Maharajah Mysore Kishna Rajah Oodiaver

Bahadoor, and the copy of it now delivered to the said Maharajah shall be returned.

Witnessed,

(Signed) EDWARD GOLDING,
Assistant Secretary.

L. S. — Seal of the MAHARAJAH and the

L. S. — RANEE's signature.

L. S. — Seal and signature of PURNIA.

No. XXIX.

SUPPLEMENTARY TREATY with the RAJAH OF MYSORE, 1803, with reference to the fifteenth Article of the Treaty of Mysore, concluded in 1799.

Supplementary Treaty for adjusting an exchange of certain districts between the ENGLISH EAST INDIA COMPANY BAHADOOR and HIS HIGHNESS MAHARAJAH MYSORE KISTNA RAJAH OODIAVER BAHADOOR, Rajah of Mysore.

Whereas it is provided by the fifteenth Article of the Treaty of Mysore that if occasion should require certain interchange of territory should be made between the Honourable Company and His Highness; and Whereas it has now become expedient, upon the principle of mutual convenience, that certain districts belonging to the said English East India Company Bahadoor should be exchanged for other districts of equal value belonging to the said Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, Rajah of Mysore: Wherefore a supplementary Treaty, for the adjustment of the interchange of the said districts, is now concluded on the one part by Josiah Webbe, Esq., in the name and on behalf of the Most Noble Richard Marquis Wellesley, K. P., Governor General for all affairs civil and military of the British nation in India, by virtue of full powers vested in him for this purpose by the said Richard Marquis Wellesley, Governor General, and on the other part by Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, Rajah of Mysore, in his own behalf.

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ARTICLE 1.

It is agreed and stipulated that the following interchange of districts shall take place between the contracting parties, *viz.*, that the districts belonging to Maharajah Mysore Kishna Rajah Oodiaver Bahadoor contained in Schedule A, hereunto annexed, shall be ceded to the English East India Company Bahadoor, who, in lieu thereof, shall cede to the said Maharajah Bahadoor the districts contained in Schedule B hereunto annexed.

This supplementary Treaty, consisting of one Article, with two Schedules annexed, having been settled and concluded on this 29th day of December, Anno Domini 1803, corresponding to the 14th day of Ruzan, Anno Hegiræ 1218, and to the 16th day of the month of Poosheam, of the year 1725 of the Solerandan era, at Hurryghur, by Josiah Webbe, Esq., with the Maharajah Oodiaver Bahadoor, Mr. Webbe has accordingly delivered one copy of the same, in Persian and English, signed and sealed by him, to His Highness the Maharajah, who has likewise delivered to Mr. Webbe another copy, in Persian and English, bearing His Highness's seal, and signed by Lurchuma, widow of the late Kishna Rajah, and sealed and signed by Purnia, Dewan to His Highness Maharajah Oodiaver Bahadoor; and Mr. Webbe has engaged to procure and deliver to the said Maharajah without delay a copy of the same, under the seal and signature of the Most Noble the Governor General, on the receipt of which by the said Maharajah, the present supplementary Treaty shall be deemed complete and binding on the Honourable East India Company and on the Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, and the copy of it now delivered to the said Maharajah shall be returned.

(Signed in the Gentoo language. L. S.

Schedule A.

Districts to be ceded by His Highness the Rajah of Mysore to the Honourable Company.

Woodunpatore ...	...	...	5,840 1 4
Era Sawer Seemy ...	...	...	1,300 0 0
Two-thirds of Punganoor	...	...	10,000 0 0
Wynaad ...	...	...	10,000 0 0
Hulhul ...	...	...	2,400 0 0
Port of Goodicotta ...	...	...	4,907 12 8
	C. Pagodas	...	34,447 13 12

Schedule B.

Districts to be ceded by the Honourable Company to His Highness the Rajah of Mysore.

Hoolulkura ...	...	...	11,425 4 8
Mycondah ...	...	...	12,226 9 4
Hurryghur ...	...	...	10,796 0 0
	C. Pagodas	...	34,447 13 12

No. XXX.

ARTICLES explanatory of the third Article of the TREATY OF MYSORE, concluded in 1799.

Additional Articles for modifying and defining the provisions of the third Article of the Treaty of Mysore, settled and concluded between the ENGLISH EAST INDIA COMPANY BAHADOOR and MAHARAJAH MYSORE KISHNA RAJAH OODIAVER BAHADOOR, Rajah of Mysore.

Whereas it is stipulated by the third Article of the Treaty of Mysore that in the event of hostilities, or of preparations for hostilities against any State or power, Maharajah Mysore Kishna Rajah Oodiaver Bahadoor shall contribute towards the discharge of the increased expenses thereby incurred, a sum to be eventually determined by the Governor General in Council of Fort William; and Whereas it has appeared expedient to the contracting parties that the provisions of the said Article should now be rendered specific, and that the said indefinite contributions in war should be commuted for the fixed maintenance of a certain body of horse in peace

MYSORE. No. XXX.

and war: Wherefore these additional Articles, for modifying and defining the provisions of the third Article of the said Treaty, are now concluded on the one part by Major Mark Wilks in the name and on behalf of the Honourable Sir George Hilaro Barlow, Baronet, Governor General for all affairs civil and military of the British nation in India, by virtue of full powers vested in him for the purpose by the said Sir George Hilaro Barlow, Baronet, Governor General, and on the other part by Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, Rajah of Mysore, in his own behalf.

ARTICLE 1.

It is agreed and stipulated that His Highness Maharajah Mysore Kistna Rajah Oodiaver shall be relieved from the pecuniary contribution to which he was liable by the provisions of the third Article of the Treaty of Mysore; in consideration whereof, His Highness engages to maintain at all times, fit for service and subject to muster, a body of (4,000) four thousand effective horse, of which number about (500) five hundred shall be Bargeers, and the rest Silladar horse.

ARTICLE 2.

Such portion of the said body of (4,000) four thousand horse as in the opinion of the British Government shall not be necessary for the internal protection of the country of Mysore, shall be at all times ready to accompany and serve with the Honourable Company's army; and while employed beyond the territory of Mysore the extra expenses of their maintenance, or batta, at the rate of (4) four Star Pagodas per month for each effective man and horse, after the expiration of one month from the date of their crossing the frontier, shall be regularly paid by the Honourable Company. The extra expense of any casual service beyond the frontier, not exceeding in duration the period of one month, shall be borne by the government of Mysore.

ARTICLE 3.

If it should at any time be found expedient to augment the cavalry of Mysore beyond the number of (4,000) four thousand, on intimation to that effect from the British Government, His Highness the Rajah shall

use his utmost endeavors for that purpose; but the whole expense of such augmentation, and of the maintenance of the additional numbers, at the rate of (8) eight Star Pagodas for each effective man and horse, while within the territory of Mysore, and of an additional sum, or batta, at the rate of (4) four Star Pagodas a month after the expiration of one month from the period of their passing the frontier of Mysore, as described in the second Article, shall be defrayed by the Honourable Company.

ARTICLE 4.

Whereas, in conformity to the wish of the Governor General, a body of (4,000) four thousand horse and upwards has been provisionally maintained by His Highness the Rajah, from the period of the conclusion of war in the Deccan until this time, it is hereby declared that His Highness has fully and faithfully performed the obligations of the third Article of the Treaty of Mysore until this day, and is hereby absolved from all retrospective claims on that account.

These four additional Articles, which, like the original Treaty of Mysore, shall be binding on the contracting parties as long as the sun and moon shall endure, having been settled and concluded on this 29th day of January, Anno Domini 1807, corresponding to the 19th of Zilcaad, Anno Hegiræ 1221, and to the 21st day of the month of Pooshe, of the year 1728 of the Shalwan era, at Mysore, by Major Mark Wilks with the Maharajah Kishna Rajah Oodiaver Bahadoor, Major Wilks has accordingly delivered one copy of the same, in Persian and English, signed and sealed by him, to His Highness the Maharajah, who has likewise delivered to Major Wilks another copy, in Persian and English, bearing His Highness's seal and signature, and signed by Luchuma, widow of the late Kistna Rajah, and sealed and signed by Purnia, Dewan to His Highness Maharajah Oodiaver Bahadoor; and Major Wilks has engaged to procure and deliver to the said Maharajah without delay a copy of the same, under the seal and signature of the Honourable the Governor General, on the receipt of which by the Maharajah the present additional Articles shall be deemed complete and binding on the Honorable East India Company and on the Maharajah Mysore Kishna Rajah Oodiaver Bahadoor, and the copy now delivered to the said Maharajah shall be returned.

COORG.

From a Report by the Officiating Commissioner of Mysore.

Coorg is inhabited by a hardy warlike race who are said to be a division of the Nair tribe. Hyder Ali long endeavored in vain to subdue the country; but by taking advantage of a dispute between two brothers he at last effected his purpose, destroyed the family of the elder brother, and made the younger Viraraja a prisoner. Viraraja escaped in 1788. He was joined by his clansmen in great numbers and soon cleared his country of the invaders. Previous to the war with Tippoo Sultan in 1790, Viraraja applied to the British Government for assistance, which could not at the time be granted. But as soon as the war broke out he offered his services and sent a large supply of bullocks for the use of the British army. An engagement (No. XXXI.) was made with him by which he agreed to co-operate with the British army against Tippoo, the independence of his country was guaranteed, and it was stipulated that in any peace made with Tippoo the interests of the Rajah would be faithfully consulted.

Coorg was part of the territory which Tippoo was required to resign by the Treaty of 1792. This demand was unexpected, and Tippoo complained of it as a violation of the preliminary agreement which required that the territories to be ceded should lie adjacent to the possessions of the allies. It was only when preparations were made to recommence hostilities that Tippoo Sultan yielded. It was arranged (No. XXXII.) that the tribute of Rupees 24,000, which Tippoo had exacted from Coorg, should be transferred to the British Government in consideration of its friendship and protection. This arrangement was most distasteful to the Rajah, who denied that he had ever paid tribute to Mysore.

Viraraja again rendered valuable service in the second war with Tippoo Sultan, in consideration of which his annual tribute was remitted (No. XXXIII.) and he was required only to send an elephant every year, as an acknowledgment of feudal subordination. Towards the end of his rule his character underwent great change. He became suspicious and cruel, and was subject to temporary fits of insanity. He died in June 1809; at his request Devamajee was acknowledged as Ranee of Coorg, but after a few months she was deposed by Lingaraja, the surviving brother of Viraraja. He died in 1820, after a rule remarkable for nothing but savage cruelty, and was succeeded by Virarajendra Wodyar, the last of the Coorg Rajahs. The cruelties and murders perpetrated by this man were so revolting that in 1833 he was warned and directed to report all capital punishments to the Madras Government. Many of his nearest relatives were put to death by his own hand. His sister and her husband whom he had threatened with death, fled from the country and took refuge with the Resident at Mysore. A British Officer was sent to bring about a better state of things by negociation. The mission failed. A Native Agent who was sent to prepare the way for another mission was detained a prisoner. At the same time the Rajah addressed letters of the most insulting kind to the British Government. It was therefore resolved to treat him as a public enemy. A proclamation (No. XXXIV.) was issued in 1834 setting forth the objects of the war and declaring Virarajendra Wodyar to be no longer Rajah of Coorg. After a short campaign the Rajah surrendered. A considerable number of the inhabitants having expressed a desire to become subjects of the British Government, the country was annexed, and the people were assured (No. XXXV.) that they would not again be subjected to native rule; that their civil rights and religious usages would be respected; and that the greatest desire would be shewn by the British Government to augment their security, comfort, and happiness.

The Rajah and his family were pensioned and removed to Benares. He afterwards went to England, where he died in 1859.

COORG.

No. XXXI.

No. XXXI.

ARTICLES of AGREEMENT entered into between ROBERT TAYLOR, Esquire, Chief, &c., Factors, Tellicherry, in behalf of the HONOURABLE UNITED ENGLISH EAST INDIA COMPANY on the one part, and ALORY VIRARAJAH of COORG on the other.

1*st*.—A firm and perpetual friendship shall subsist between both parties as long as the sun and moon shall endure.

2*nd*. Tippoo Sultan and his adherents shall be considered as the common enemy of both parties, and in the prosecution of the war in which the English are at present engaged, the Coorg Rajah shall, whenever it may be in his power, do his utmost to distress the enemy, and to admit the English troops at any time to pass through his dominions, should they have occasion to penetrate the enemy's country from this coast; he moreover engages to furnish them with such supplies of provisions as the country can afford at reasonable rates, and to join the English army with such a force as he can spare whenever any operations are carried on above the Ghats or in the country of Tippoo Sultan.

3*rd*.—The Rajah engages to give the Company the preference in purchasing, at a reasonable and moderate price, such articles of commerce as are produced in his country and the Company may want, and he engages not to permit any other European nation to interfere in this respect.

4*th*.—The English East India Company engage to do every thing in their power to render him, the Coorg Rajah, independent of Tippoo, in the same manner as the other powers who have entered into an alliance with the Company, and they shall, whenever a peace takes place, insist upon it as an express stipulation, that the Coorg Rajah shall be considered as the friend and ally of the Honourable Company, and in no manner subject to the authority and control of Tippoo, of whom he shall be declared totally independent.

5*th*. Should the Rajah's family or that of any of his subjects have occasion in the present troubles to take refuge in Tellicherry, the Company engages to receive them at the foot of the Ghats and conduct them in safety to Tellicherry under a guard of sepoys, where they will find an asylum, and be protected during the troubles; a house shall be provided for them during their residence at Tellicherry, and the families shall be returned in safety whenever required. In testimony of the

perpetual friendship that shall subsist between both parties, which neither party will ever disturb, we jointly call God, the sun, the moon, and the world to witness this our agreement and mutual pledge of faith.

Concluded at Tellicherry this 26th day of October in the year of the Christian era 1790, *by Robert Taylor, Chief, &c., Factors, in the names of the English East India Company, the Governor General of Bengal, and the Governor of Bombay on the one part, and Alory Virarajah on the other, each of the parties present, that is to say, the Chief and Factors of Tellichery and Alory Virarajah of Coorg, having hereunto put their name and seals at Tellicherry, the day and year above written, and mutually exchanged copies of this Agreement.*

No. XXXII.

ENGAGEMENT with the RAJAH of COORG in 1793.

Alory Virarajah of Coorg being desirous that the situation in which he stands with regard to the Honourable English East India Company may be clearly understood by all their servants, I hereby declare and certify :—

1*st.*—That the said Rajah at the commencement of the late war with Tippoo Sultan (the Rajah being then in possession of the greatest part of the Coorg country, the remainder of which he afterwards recovered without the aid of the Company) offered his assistance to the Honourable Company, which was accepted, and an agreement was accordingly entered into between him on his own part, and Robert Taylor Esquire, Chief of Tellicherry, on the part of the Company, as will appear by the records of that settlement.

2*nd.*—That the Rajah entered most heartily into the war, and supplied the Bombay army under my command with a quantity of grain and cattle, without which the troops would have been greatly distressed, and for which the Rajah has hitherto declined taking any pecuniary compensation.

3*rd.*—That from the commencement of the war till its conclusion the Rajah continued most firmly attached to the interests of the Company, notwithstanding the repeated attempts of Tippoo to seduce him.

COORG.

Nos. XXXII. & XXXIII.

4*th*.—That in March last, in settling the Articles of the Treaty of peace at Seringapatam, Lord Cornwallis, in consideration of the noble and disinterested conduct of the Rajah, determined to render him entirely independent of Tippoo, and to extend to him and his country the protection of the Company; the numberless objections that were made to this were over-ruled, and the tribute amounting to eight thousand (8,000) Hoons; said to have been annually paid to Tippoo from the Coorg country, was transferred to the Company.

5*th*.—That the Rajah readily agrees to pay to the Company eight thousand (8,000) Hoons annually for their friendship and protection, though he declares that Tippoo Sultan never received that sum from his country.

6*th*.—That no interference was ever intended on the part of the Company in the interior management of the Rajah's country, trusting that a Prince possessing the most liberal sentiments will make the happiness of his people his constant study.

Given under my hand and seal at Cannanore this day the thirty-first of March in the year of our Lord one thousand seven hundred and ninety-three.

(Signed) ROBERT ABERCROMBY. L. S.

N. B.—The Hoons are reckoned at three Rupees each, the sum therefore that the Rajah will have to pay annually at Tellicherry amounts to Rupees twenty-four thousand.

CANNANORE, 3*rd April* 1793. } (Signed) ROBERT ABERCROMBY.

No. XXXIII.

The Right Honourable the Governor General having announced to Alory Virarajendra Wodyar, Rajah of Coorg, by letter under date the 30th April 1799, his determination to relinquish the tribute payable by the said Rajah to the Honourable Company, and only to require

hereafter some annual acknowledgment of the Company's claim to his allegiance: In pursuance of powers vested in me by John Spencer, Esquire, President of the Commission in Malabar, under the immediate authority of the Bombay Government, for carrying into effect the intentions above adverted to of the Right Honourable the Earl of Mornington, I hereby declare and certify that the acknowledgment substituted accordingly is in future to consist of one trained elephant, which elephant Alory Virarajendra Wodyar, Rajah of Coorg, pledges himself to present annually to the Honourable English East India Company in proof of fealty and entire devotion on his part to the government of the said Company.

Given under my hand and the seal of the Honourable Company, at Virarajendra Peti, this sixteenth day of October in the year of our Lord one thousand seven hundred and ninety-nine.

Company's Seal.

(Signed) D. MAHONY,
Late Resident with the Rajah of Coorg.

To the most high and august English Circar.

The Sadana Krama or deed of acknowledgment of Alory Virarajendra Wodyra of the Koduga Samstanam.

For the services rendered by me to the English Circar the Right Honourable the Earl of Mornington Bahadoor, Governor General, &c., &c., &c., on the 26th day of the month Chytra of the year Siddartee (30th April 1799), in his friendship wrote to me that on that day he had relinquished to me the Rupees 24,000 that by agreement I annually paid to the Circar, and that the Honourable Jonathan Duncan, Governor of Bombay, would through the medium of Captain Mahony, the English Resident with me, fix upon some token to be annually given in future in acknowledgment and as a memorial of my subjection and fidelity to the Circar, which he required me annually to perform.

COORG.

Nos. XXXIII. & XXXIV.

In conformity to this letter Captain Mahony and me being in Virarajendra Pete, the relinquishment of the Nickadee which by mutual consent has been annually paid from my country to the Circar, was this day made agreeable to the Company's orders and with infinite satisfaction to me, and in return I am to train and present annually to the Circar an elephant, in token to all the world of my fidelity and filial attachment, even as the son of her own womb, to the Circar that protects me, and for which a sadana krama is executed by both parties and interchanged this day, being Wednesday the 18th of the month of Asknajee of the year Siddartee of the Cally Yuggun 4,901 or 16th October 1799.

Seal and signature of the KODUGA RAJAH.

No. XXXIV.

PROCLAMATION OF WAR with COORG in 1834.

The conduct of the Rajah of Coorg has for a long time past been of such a nature as to render him unworthy of the friendship and protection of the British Government.

Unmindful of his duty as a ruler, and regardless of his obligations as a dependent ally of the East India Company, he has been guilty of the greatest oppression and cruelty towards the people subject to his government, and he has evinced the most wanton disrespect of the authority of, and the most hostile disposition towards, the former, from whom he and his ancestors have invariably received every degree of kindness and protection.

It would be needless to enumerate the several instances of his misconduct; but it is sufficient to state that, in consequence of an asylum having been afforded in the British territories to his own sister Devamajee and her husband Chenna Basavappa, who to preserve their lives had fled from his oppression, the Rajah has presumed to address letters, replete with the most insulting expressions, to the Governor of Fort St. George and the Governor General of India; that he has assumed an attitude of hostility and defiance towards the British Government; that

he has received and encouraged the proclaimed enemies of that Government; and that he has unjustifiably placed under restraint an old and faithful servant of the Company, named Kulputty Karnikara Manoon, who had been formally deputed by the British representative for the purpose of opening a friendly negociation, thus committing a gross outrage, not only upon the authority by whom the above-named individual was deputed, but upon the established rules of all civilized nations, by whom the persons of accredited agents are invariably held sacred.

The ancient alliance and the firm friendship which had so happily subsisted between the predecessors of the present Rajah and the Honourable Company have caused his errors to be treated uniformly with indulgence. The most earnest remonstrances have been ir vain tried to bring him to a sense of his obligations, and it is not until further forbearance would be culpable that His Excellency the Right Honourable the Governor General, at the suggestion and with the concurrence of the Right Honourable the Governor in Council of Fort St. George, has resolved on employing the only means left of vindicating the dignity of the sovereign State, and of securing to the inhabitants of Coorg the blessings of a just and equitable government.

It is accordingly hereby notified that a British army is about to invade the Coorg territory; that Virarajendra Wodyar is no longer to be considered as Rajah of Coorg; that the persons and property of all those who conduct themselves peaceably or in aid of the operations of the British troops shall be respected; and that such a system of government shall be established as may seem best calculated to secure the happiness of the people.

It is also hereby made known to all British subjects who may have entered the service of Virarajendra Wodyar, that they are required to place themselves under the protection of the British authorities, by whom they will be kindly received, and their rights and privileges respected; and that such of them as may in any way render assistance to the enemy will be considered as traitors and punished accordingly.

This proclamation will be carefully made known in Chittledroog, Raidroog, Mysore, Bellary, Malabar, Canara, in order that the relatives of such persons as have taken service in Coorg from those places or

adjoining districts may adopt the earliest means of communicating its purport to the parties in whose safety they are interested.

Issued at Bangalore this 15th day of March 1834.

(Signed) J. S. FRASER, *Lieut. Col.,*
and Political Agent.

No. XXXV.

FINAL PROCLAMATION OF THE ANNEXATION OF COORG IN 1834.

Whereas it is the unanimous wish of the inhabitants of Coorg to be taken under the protection of the British Government, His Excellency the Right Honourable the Governor General has been pleased to resolve that the territory heretofore governed by Virarajendra Wodyar shall be transferred to the Honourable Company.

The inhabitants are hereby assured that they shall not again be subjected to native rule; that their civil rights and religious usages will be respected; and that the greatest desire will invariably be shown by the British Government to augment their security, comfort, and happiness.

(Signed) J. S. FRASER, *Lieut. Col.,*
and Political Agent.

Camp at Mercara, 7th May 1834.

PART II.

TREATIES, ENGAGEMENTS, AND SUNNUDS

RELATING TO

THE MADRAS PRESIDENCY.

THE CARNATIC.

ARMAGON between Nellore and Palicut was the first station of the British on the Coromandel coast. In 1639 the station was changed to Madras, the Hindoo governor of which district offered to build a fort at his own cost and to exempt the trade from customs duties, provided the English would settle there. The new settlement received the name of Fort St. George, and was in 1653 made a separate Presidency. When war broke out in Europe in 1740, the English possessions on the Coromandel coast consisted of Fort St. David and a tract of territory around Fort St. George, extending about five miles along the coast and one mile inland. In the hostilities between England and France which extended to their respective possessions in India, Madras was captured by Labourdonnais in 1746, but was restored after the peace of Aix-la-Chapelle. It would be out of place to take any notice in detail of the military and political operations of the English and French in India during this war, or the war which again broke out two years after the proclamation of peace. The struggle for supremacy hinged upon the contest of two rivals for the Nawabship of the Carnatic.

The Carnatic was one of the subdivisions of the great soubadarry of the Deccan. Nizam-ool-Moolk, Soubadar of the Deccan, had appointed Sadut Oolla to be Nawab of the Carnatic. He died in 1732, and

CARNATIC. was succeeded by his nephew Dost Ali, whose daughter married Chunda Sahib, the Finance Minister. At this time the Rajah of Trichinopoly, who was subordinate to the Nawab, refused to pay his dues, and Chunda Sahib marched to punish him, upon which the Hindoo Rajahs invited the assistance of the Mahrattas. In the contest which ensued Dost Ali was killed, and Chunda Sahib was carried prisoner to Poonah. Nizam-ool-Moolk then appointed one of his own officers, Anwar-ood-Deen Khan, to the vacant Nawabship. In the meantime Chunda Sahib was released from captivity and his claims to be Nawab were supported by the French. Anwar-ood-Deen Khan and his eldest son were killed in battle, and the second son Mahomed Ali was supported by the English. It was during this war that Clive made his celebrated defence of Arcot against the army of Chunda Sahib. This contest, which was prosecuted with much determination and various success, during which the French were reduced to great straits and Chunda Sahib was compelled to take refuge with the Rajah of Tanjore, by whom he was murdered, resulted in the conclusion of a Treaty (No. XXXVI.) between the English and French in December 1754, subject to confirmation in Europe, by which Mahomed Ali was practically left Nawab of the Carnatic, and the English and French agreed to restore their possessions, with exception of places specified, to the native powers, and to put their establishments on an equal footing.

Hostilities, which in the interval had never entirely ceased, were carried on with redoubled vigour after the declaration of war between England and France in 1756. Through their influence at the Court of the Soubadar of the Deccan, the French had obtained the Northern Circars. They captured Fort St. David and laid siege to Madras, and the siege was raised in February 1759 only by the arrival of an English fleet. The tide of war however soon turned in favor of the English. The French were driven from their settlements, and in January 1761 Pondicherry surrendered; but the settlements were restored by the Treaty of Paris in 1763, the 11th Article of which recognised Mahomed Ali as Nawab of the Carnatic and Salabut Jung as Soubadar of the Deccan.

By the overthrow of the French, Mahomed Ali was established as Nawab of the Carnatic without a rival. But he had contracted large debts to the English, on whom the expenses of the war chiefly fell. In consideration of this and of the services rendered him by the English, the

Nawab conferred (No. XXXVII.) on them districts yielding an annual revenue of upwards of four and a half lakhs of Pagodas, for which they had also obtained a Firmaun from the Emperor of Delhi. As the result of the war with Hyder Ali, the Madras Government were thrown into great pecuniary difficulties, and they applied for aid to the Nawab, on the ground that the expense of the military defence of his country fell on them. The Nawab however appealed to a Treaty (No. XXXVIII.) concluded in 1781 with the Bengal Government, by which he was exempted from all pecuniary demands beyond the expense of ten battalions of troops, and was recognised as hereditary sovereign of the Carnatic, besides obtaining the promise of the restoration of Tanjore and certain districts occupied by Hyder Ali. Against this Treaty the Madras Government remonstrated, and at length after much negociation it was agreed (No. XXXIX.) on 2nd December 1781 that the revenues of the Carnatic should be transferred to the British Government for five years, the Nawab receiving one-sixth for his private expenses.

No sooner was this assignment made than the Nawab set himself to defeat it. By artfully taking advantage of misunderstandings then existing between the Supreme Government and the Government of Madras, he succeeded in obtaining an order in January 1783 for the restoration of his revenues, which order the Madras Government did not carry out, as the arrangements of December 1781 had in the meantime been approved by the Court of Directors. The Board of Control, however, which had just been created, took the management of the Carnatic affairs out of the hands of the Court of Directors, and ordered the restoration of the revenues to the Nawab, and the assignment of twelve lakhs a year for the payment of his debts to the Company and to private creditors. Therefore by the preliminary Treaty of 1785 (No. XL.) it was arranged that the Nawab should pay twelve lakhs of Pagodas a year towards the payment of his debts, and four lakhs to meet current charges, territorial security being given for punctual payment. The expense of the peace establishment was estimated at twenty-one lakhs, and it was proposed that this should be met by the Madras Government, the Nawab, and the Rajah of Tanjore, in proportion to their respective revenues. At this rate the Nawab's contribution would have been ten

CARNATIC.

and a half lakhs. It was fixed at nine lakhs, and by the Treaty of 1787 (No. XLI.) it was agreed that the Nawab should pay this sum for the military defences in peace besides the twelve lakhs for his debts; that in time of war the contracting parties should each pay four-fifths of their revenues, the Nawab being first allowed to deduct the value of certain jaghires; and that in case of failure of payment by the Nawab certain districts should be assigned as security. By this Treaty also the Nawab relinquished direct political relations with other native States. The Court of Directors however were of opinion that the abatement of one and a half lakhs, which was allowed to the Nawab, should have been made rather from the assignment of twelve lakhs for liquidation of the debts than from the subsidy, and therefore directed that the contingent should be established at eleven lakhs, being ten and a half lakhs as the contribution proportioned to the revenues, and 50,000 Pagodas paid as tribute by the Rajah of Tanjore. In this arrangement the Nawab, not without remonstrance, acquiesced.

When the war with Mysore broke out in 1790, as no contributions could be realised through the Nawab's officers, it was resolved to take the direct management of the country during the war. On the conclusion of peace in 1792, this temporary arrangement came to an end, and as all parties were dissatisfied with the Treaty of 1787, some new arrangement was necessary. A new Treaty (No. XLII.) was therefore concluded in 1792. This Treaty stipulated that the British Government should maintain a force, for the payment of which the Nawab should contribute nine lakhs of Pagodas yearly; that the country should be garrisoned by British troops; that in the event of war the British Government should take the entire management of the country, paying to the Nawab one-fifth of the revenues; that the assignment for the debts of the Nawab should be reduced to 6,21,105 Pagodas; that the British Government should collect the tribute of the polygars in the Nawab's name, and give him credit for it in his contribution; that on failure of payment the British Government should assume the management of certain specified districts; that if the Nawab required additional troops they should be separately paid for; and that the Nawab should renounce political intercourse with other States and be included in all Treaties relating to the Carnatic.

Mahomed Ali was succeeded by his son Omdut-ool-Omrah on 16th October 1795. The Treaty of 1792 was found to have the most injurious and oppressive effects. The subsidy indeed was regularly paid, but to meet his liabilities the Nawab contracted heavy loans, and to liquidate them assigned to his creditors the revenues of his country,—a system which resulted in the most cruel and grinding oppression. Several attempts (No. XLIII.) were made to remedy this state of things, but without much success. On the fall of Seringapatam, a treasonable correspondence was discovered, which had been begun by Mahomed Ali and his son with Tippoo Sultan shortly after the conclusion of the Treaty of 1792. The object of this secret correspondence was most hostile to the interests of the British Government. It had been continued by Omdut-ool-Omrah as late as the year 1796, and was in direct violation of his Treaty obligations. Enquiry was instituted which fully proved the guilt of the Nawab. The British Government therefore declared itself released from the obligations of the Treaty of 1792, which had been thus flagrantly violated, and resolved to assume the government of the Carnatic, making a provision for the family of the Nawab. Omdut-ool-Omrah died on 15th July 1801, before the conclusion of the proposed arrangements. Terms framed on the above basis were offered to his reputed son Ali Hossein, who had been nominated by Omdut-ool-Omrah as his successor. But they were rejected by him. Negociations were then opened with Azeem-ood-Dowlah, nephew of the Nawab Omdut-ool-Omrah. If the right of succession had not been forfeited, Azeem-ood-Dowlah would perhaps have had stronger claims than Ali Hossein. He was the grandson of Mahomed Ali, and great grandson by both parents of Anwar-ood-Deen, the founder of the family of the Carnatic. With him an engagement (No. XLIV.) was made on 31st July 1801, by which he renounced the civil and military government of the Carnatic and received a stipendiary provision. This Treaty was ratified by the Governor General in Council. But the Madras Government were directed to add certain explanatory Articles, if this could conveniently be done, so as clearly to set forth that Azeem-ood-Dowlah was acknowledged by the free grace and favor of the British Government, and not by reason of any hereditary rights which had been entirely forfeited, and also to regulate the disposal of jaghire lands and the calculation of the Nawab's

CARNATIC. share of the revenues. The Nawab willingly agreed to the modifications proposed.

On 3rd August 1819 Azeem-ood-Dowlah died. Azeem Jah his son was informed that as the Treaty of 1801 did not stipulate that the rank and dignity of Nawab of the Carnatic should be hereditary in the family of Azeem-ood-Dowlah, his succession depended on the pleasure of the Supreme Government. Azeem Jah was however recognised. It was not considered advisable to conclude any new engagement with him. The resolution to continue to him the dignities and benefits enjoyed by his father under the Treaty of 1801, and his cheerful acceptance of these at the hands of the British Government, were held to constitute a confirmation of the Treaty preferable, considering the relative positions of the parties, to the formal conclusion of precise stipulations.

Azeem Jah died on 12th November 1825. His infant son Mahomed Ghouse was recognised as his successor under the guardianship of his uncle, Azeem Jah. He died without issue on 7th October 1855, and the succession was claimed by Azeem Jah. But as the Treaty of 1801 recognised no hereditary right, and was a purely personal Treaty with Azeem-ood-Dowlah; and as the successions in 1819 and 1825 had been by express permission of the British Government, and conveyed no right or pledge; and as in the absence of all obligation to continue the succession to the titular dignity, there were grave reasons of expediency against it, Government declared that the title, privileges, and immunities of the family were at an end. The family was liberally provided for, a pension of a lakh and a half of Rupees and the position of the first native nobleman of Madras being assigned to Azeem Jah.

No. XXXVI.

ARTICLES of a Provisional TREATY concluded and agreed on between us THOMAS SAUNDERS, Esq., President for the Honourable English Company on the coasts of Coromandel and Orixa, Governor of Fort St. George, &c., and CHARLES ROBERT GODEHEU, Esq., Commissary for his most Christian Majesty, Commander General of all the Settlements of the French Company on both sides the Cape of Good Hope and at China, President of all the Councils then established, and Director General of the India Company of France.

ARTICLE 1.

The two Companies, English and French, shall renounce for ever all Moorish government and dignity and shall never interfere in any difference that may arise between the princes of the country.

All places, except those which shall be stipulated in the definitive Treaty to remain in the possession of the two aforesaid nations, French and English, shall be delivered up to the Moors.

ARTICLE 2.

In the Tanjore country the English shall possess Devicottah and the French Karical, each with their present districts.

ARTICLES du TRAITE CONDITIONNEL conclûet arrêté entre nous, THOMAS SAUNDERS, Ecuyer, et President pour l'honorable Compagnie Angloise sur les côtes de Coromandel et d'Orixa, Gouverneur du Fort St. George, &c., et CHARLES ROBERT GODEHEU, Ecuyer, Commissaire pour sa Majesté très Chrétienne, Commandant Général de tous les etablissements de la Compagnie Françoise tant en deçá qu'au de là du Cap de Bonne Espérance, et à la Chine, Président de tous les Conseils yétablis, Directeur Général de la Compagnie des Indes de France.

ARTICLE 1.

Les deux Compagnies, Angloise et Françoise, renonceront à jamais a tout gouvernement et dignités Maures, et ne se mêleront jamais dans tous les différents qui pourroient survenir entre les princes du pays.

Toutes places, excepté celles qui seront dénommeés dans le Traité définitif pour rester en la possession de chacune des dites deux nations, Françoise et Angloise, seront rendues aux Maures.

ARTICLE 2.

Dans le pais du Tanjore, les Anglois posséderont Divycotté et les François Kareikal, chacun avec leurs districts présents.

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ARTICLE 3.

On the Coromandel coast the French shall possess Pondicherry, the districts of which are to be specified in the definitive Treaty. The English shall possess Fort St. George and Fort St. David, with the districts likewise to be specified.

The French shall form a limited settlement the situation of which shall be chosen between Nizampatam and the river of Gondecama exclusively, as an equivalent for the difference there is between Devicottah and Fort St. David together compared with Karical.

Or else,

The districts of Pondicherry shall be made equal to those of Fort St. George and Fort St. David together, and in this case the French shall abandon the *point d'appuy* proposed above.

The alternative shall be left to the determination of the two Companies.

ARTICLE 4.

Masulipatam and Divy shall be neuter, leaving to the two Companies the choice of making a partition.

Each nation shall have a house for commerce at Masulipatam, with

ARTICLE 3.

Sur la côte Coromandel les François posséderont Pondicherry dont les districts doivent être specifiés dans le Traité définitif. Les Anglois posséderont le Fort St. George et le Fort St. David, avec les districts qui doivent pareillement être spécifiés.

Les François formeront un etablissement limité dont le lieu sera choisi entre Nizzampatam et la rivière de Gondekama exclusivement comme un équivalent de la différence des possessions de Divycotte et du Fort St. David joints ensemble avec Kareikal.

Ou bien,

Les districts de Pondicherry seront rendus égaux avec ceux du Fort St. George et du Fort St. David ensembles, et en ce cas les François abandonneront le Point-d'appuy proposé cy dessus.

L'alternative sera laissée à la décision des deux Compagnies.

ARTICLE 4.

Masulipatam et Divy seront neutres, laissant aux deux Compagnies le choix de les partager.

Chaque nation aura une maison pour leurs affaires à Masulipatam avec un nombre égal de soldats

an equal number of soldiers to guard it; in case this town should remain neuter, Divy shall be delivered to the English if the French reserve Masulipatam, and if the French keep Divy the English shall have Mazulipatam. In these two last cases equal districts shall be annexed to the possessions.

pour la garder au cas que cette ville soit décidée neutre. On remettra Divy aux Anglois, si les François se reservoient Masulipatam, et si les François gardent Divy les Anglois auront Masulipatam; dans ces deux derniers cas, ces possessions seront annexées de districts égaux.

ARTICLE 5.

The navigation of Narsapore river shall be free. The English may carry their settlement upon the banks of the said river or keep Bandermalunka, but they shall possess only one of those two places; the French shall have a settlement on the same river. The districts shall be equal between the two nations.

ARTICLE 5.

La navigation de la rivière de Narzapour sera libre. Les Anglois pourront porter leur etablissement sur les bords de cette rivière ou garder Bandermalanka, mais ils ne posséderont qu'un de ces deux endroits. Les François auront un etablissement sur cette même rivière, les districts seront égaux pour les deux nations.

ARTICLE 6.

The entrance of Ingeram river shall be free, neither the French nor the English shall possess the islands of Coringè and Yellacatipa. The English shall have their factory at Suncrapollam with its districts, and a warehouse at Nellepelly, the fortifications of which shall be raised.

The French shall have their factory at Yanam with districts equal to those of Sucrapollam, and they

ARTICLE 6.

L'entrèe de la rivière d' Ingeram sera libre. Ny les François ny les Anglois n'occuperont les Isles de Coringè et d'Yellacatipa. Les Anglois auront leur comptoir à Suncrapollam avec ses districts, et un magazin à Nellepelly, dont les fortifications seront razées.

Les François auront leur comptoir à Yanaon avec ses districts égaux à ceux de Suncrapollam, et il leur sera libre d'avoir sur la

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shall be at liberty to have a warehouse on the *terrâ firmâ* in case they judge it necessary for the convenience and ease of their trading business.

terre ferme un magazin, en cas quils le jugent nécessaire pour la commodité et la facilité de leurs opérations de commerce.

ARTICLE 7.

In the Chickacul country as the English have Vizagapatam, the French may settle a factory where they please to the southward of Pondemarka or the northward of Bimlipatam, whether at Ganjam or Mafousbender, on an equality with Vizagapatam.

ARTICLE 7.

Dans le pais de Chikakol, les Anglois ayant Viziagapatam, les François pourront établir un comptoir où bon leur semblera au sud de Pondemarka ou au nord de Bimelipatam, soit à Ganjam ou à Mafousbander, sur un pied d'égalité avec Viziagapatam.

ARTICLE 8.

These conditions accepted on both sides, although they are not to be a law for a definitive Treaty in Europe, they shall nevertheless produce a truce between the two nations and their allies until news is received in India of the answers made in Europe concerning this agreement, which answers we promise *bonâ fide* to communicate to each other as soon as they shall be arrived by the ships of either nations.

ARTICLE 8.

Ces conditions reçues de-part et d'autre, quoiqúelles ne doivent pas faire loy pour un Traité définitif en Europe, cependant elles auront pour effet une trêve entre les deux nations et leurs allies, jusqu'à ce qu'on soit instruit dans l'Inde des réponses faites d' Europe touchant cet accord : lesquelles réponses nous promettons *bonâ fide* de nous entre communiquer des-quelles seront arrivées par les vaisseaux de l'une ou l'autre nation.

ARTICLE 9.

Neither nation shall be allowed to procure during the truce any new grant or cession or to build forts

ARTICLE 9.

Il sera déffendu aux deux nations d'acquérir pendant la trêve aucune nouvelle concession ou ces-

for the defence of new establishments. It shall only be lawful to rebuild and repair the fortifications now subsisting in the establishments they possess at this time, in order to prevent their entire ruin.

sion de bâtir des forts pour la défense de nouveaux etablissements il sera seulement permis de réedifier et réparer les fortifications actuellement sur pied dans les etablissements qu'ils possèdent maintenant, et cela pour empêcher leur ruine entière.

ARTICLE 10.

Until the arrival of answers from Europe to these Articles, which shall be transmitted thither by the first ships to be despatched, to be submitted to the decision of the two Companies under the pleasure and approbation of the two crowns, the two nations shall not proceed to any cession, retrocession, or evacuation of what they now possess. Every thing being to remain on the footing of *uti possidetis*.

ARTICLE 10.

Jusqu'à l'arrivée des réponses d'Europe sur ces Articles les quels y seront envoyés par les premières vaisseaux à partir, pour y être soumis á la décision des deux Compagnies sous le bon plaisir et l'approbation des deux couronnes, les deux nations ne procéderont point á aucune cession, rétrocession, ou evacuation de ce qu'elles possèdent maintenant: toutes choses devant demeurer dans les termes *uti possidetis*.

ARTICLE 11.

With regard to the indemnification the two nations may expect for the expenses of the war, this Article shall be amicably adjusted in the definitive Treaty.

Done at Fort St. George the thirty-first day of December, one thousand seven hundred and fifty-four.

ARTICLE 11.

Quant aux dédommagements que les deux nations pourroient prétendre pour les frais de la guerre, cet Article sera terminé a l'amiable dans le Traité définitif.

Fait á Pondichery le vingt sixieme jour de Decembre, mil sept cent cinquante quatre.

L. S. THOS. SAUNDERS.

L. S. GODEHEU.

CARNATIC. No. XXXVI.

ARTICLES and STIPULATIONS of a TRUCE concluded between us THOMAS SAUNDERS, Esquire, President for the Honourable English Company on the coasts of Coromandel and Orixa, Governor of Fort St. George, &c., and CHARLES ROBERT GODEHEU, Esquire, Commissary for his most Christian Majesty, Commander General of all the settlements of the French Company on both sides the Cape of Good Hope and at China, President of all the Councils there established, Director General of the India Company of France, in virtue of a Provisional Treaty which we have signed the same day to promote the re-establishment of tranquillity in this part of India.

ARTICLES et CONVENTIONS d'une TREVE conclue entre nous THOMAS SAUNDERS, Ecuyer, et Président pour l'honorable Compagnie Angloise sur les côtes de Coromandel et D'Orixa Gouverneur de Fort St. George, &c., et CHARLES ROBERT GODEHEU, Ecuyer, Commissaire pour sa Majeste très chrétiénne, Commandant Gènèral de tous les etablissement de la Compagnie Françoise tant en deça qu'au delà du Cap de Bonne Espérance et à la Chine, Président de tous les Conseils y-établis, Directeur Général de la Compagnie des Indes de France, en vertu d'un Traité conditionnel que nous avons signé le même jour pour parvenir a rétablir la tranquilité dans cette partie de L'Inde.

ARTICLE 1.

To take place on the 11th January 1755, the day of the expiration of the suspension of arms proclaimed the 11th October 1754, all hostilities shall cease between the English and French.

ARTICLE 1.

A compter du 11e Janvier 1755, jour de l'expiration de la suspension d'armes proclamée le 11e Octobre de 1754 tout acte d'hostilité cessera entre les Anglois et les François.

ARTICLE 2.

During this truce which shall be in force until we are informed in India of the answers made in Europe concerning the said provisional Treaty, the troops of the two nations, French and English, shall not act against each other either as principals or auxiliaries.

ARTICLE 2.

Pendant la durée de cette trêve qui aura lieu jusqu'à ce qu'on ne soit instruit dans l'Inde des réponses faites d'Europe touchant le dit Traité conditionnel, les troupes des deux nations, Françoise et Angloise, n'agiront les unes contre les autres ny comme parties principales ny comme auxiliaires.

ARTICLE 3.

The two nations, English and French, engage to oblige their allies to observe all that is stipulated for the accomplishment of the truce by virtue of the Treaty, and whoever shall dare to infringe it shall be reputed a common enemy and shall be reduced to good order by the force of arms.

ARTICLE 3.

Les deux nations, Angloise et Françoise, s'engagent à obliger leurs alliés à observer tout-ce-qui est stipulé pour l'accomplissement de la Trêve, en vertu du Traité, et quiconque osera l'enfreindre sera reputé l'ennemi commun, et sera forcé par la voye des armes à rentrer dans le bon ordre.

ARTICLE 4.

If either of the two nations, French or English, or their auxiliary troops or allies, shall commit any act of hostility, possess themselves of any place, or any one shall cause any damage to another during the said truce, both oblige themselves to make reparation proportionable to the damage and to the entire restitution of whatever shall be taken.

ARTICLE 4.

Si aucune des deux nations, Françoise et Angloise, ou leurs troupes auxiliares ou alliés, commettoit quelque acte d'hostilité, s'emparoit de quelque place, ou que l'une causat quelque dommage à l'autre pendant la dite trêve, toutes deux s'obligent à des réparations proportionneés au dommage et a l'entière restitution de ce-qui aura été pris.

ARTICLE 5.

If the allies or other troops in the pay of either nation shall be guilty of any act of hostility or commit any pillages in the territories whereof either nation is now in possession, it shall be lawful for both nations to repulse their insults by force, by which the injured nation shall not be deemed to have infringed the present agreement.

ARTICLE 5.

Si les alliés ou autres troupes à la solde de l'une ou de lautre nation commettent quelque acte d'hostilité, ou exercent des pillages sur les terres dont l'une et l'autre nation sont en possession actuellement, il sera libre à l'une et à l'autre de repousser leurs insultes par la force, sans que pour cela la nation offensée puisse être sensée avoir contrevenu au présent accord.

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ARTICLE 6.

If the allies or auxiliary troops of either nation shall take up arms and insult the countries of which the nation they are allied to is now in possession, in this case the two nations shall assist each other against this enemy who shall thereby become the common enemy of both.

ARTICLE 6.

Si les alliés ou troupes auxiliares de l'une et de l'autre nation prenoient les armes, ou insultoient les pays dont la nation avec laquelle ils seroient liés est actuellement en possession, en ce cas les deux nations se prêteront secours et assistance pour s'opposer á cet ennemi qui deviendroit alors commun à toutes les deux.

ARTICLE 7.

The troops of the two nations shall be employed during this truce in the care of their present establishments and possessions. They may be transported freely and without any difficulty from one place to another at the pleasure of the Governors General, Commanders, &c., of each nation, and all persons actually under the protection of either flag may likewise go and come at pleasure without being molested either in their effects or persons.

ARTICLE 7.

Les troupes des deux nations seront employées pendant cette trêve à la garde de leurs etablissements et possessions présentes, elles pourront être transférées sans nulle difficulté et librement d'un endroit dans un autre suivant la volonté des Gouverneurs Généraux, Commandants, &c., de chaque nation, et toutes personnes actuelle ment sons la protection de l'un ou de l'autre pavillon pourront également aller et venir ou bon leur semblera sans être inquiètes ny en leurs biens ny en leurs personnes.

ARTICLE 8.

Trade shall be free throughout the Carnatic and in all the countries to the northward of the Coromandel coast for the two contracting nations; they may fetch merchandizes from all the places in the depen-

ARTICLE 8.

Le commerce sera libre dans tout le Carnatte et dans tout le pays du nord de la côte Coromandel pour les deux nations contractantes elles pourront tirer des marchandises de tous les endroits

dance of each other and transport them freely without any restraint through the respective jaghires and territories.

dépendants de l'un on de l'autre, et les faire transporter librement sans aucune restriction quelconque au travers des jagirs, et terres respectives.

ARTICLE 9.

All common enemies or the particular enemies of either nation who shall come to attack the English and the French in their present possessions and trouble the tranquillity which is to reign in India, shall be repulsed by the united force of the two nations, French and English.

ARTICLE 9.

Tous ennemis communs ou les ennemis particuliers de l'une on l'autre nation qui viendront attaquer les Anglois et les François dans leurs possessions actuelles et troubler la tranquilité qui doit régner dans le pays de l'Inde, seront repoussés par la force des armes réunies des deux nations Françoise et Angloise.

ARTICLE 10.

As soon as the truce is proclaimed, the mutual exchange of prisoners shall be set about; man for man, and means shall be resolved on for the ease of those which shall not be exchanged.

ARTICLE 10.

Aussitôt la trêve proclamée, on travaillera à l'échange mutuel des prisonniers à nombre égal, et on se déterminera sur les moyens de soulager ceux qui ne seront point échangés.

ARTICLE 11.

Commissaries shall be appointed on both sides to examine into the infringements committed by each party or their auxiliary troops or allies, and settle the restitution to be made of all the places taken during the truce against the tenour of the suspension of arms, as likewise of all that may have been

ARTICLE 11.

Il sera nommé de-part et d'autre des Commissaires pour examiner les contraventions arrivées de-part et d'autre ou par les troupes auxiliaires, ou alliés, et faire rendre toutes les places prises pendant la trêve contre la teneur de la suspension d'armes comme aussi de ce-qui pourroit leur avoir été enlevé par les dites troupes

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taken from them by the said auxiliary troops, in merchandizes, effects, money, &c., &c.; further to settle in a fixed method for a guide during the whole time of the truce, all the names and the extent of every country, pergunnah, and village, under the power and in the possession of the two nations, English and French.

auxiliaires, en marchandises, denrées, argent, &c., mais encore pour convenir d'une manière stable pour tout le temps de la trêve des noms, et de l'étendue de tous les pais, terres, paraguanas et aldées qui sont au pouvoir des deux nations, Angloise et Françoise.

ARTICLE 12.

It is agreed that whenever in the course of the truce any complaint shall be made by either of the said nations of an infringement of the 4th Article, the said Commissaries on each side appointed shall certify and examine the fact that justice may be done accordingly to the injured nation, either by restitution or reparation, according to the nature of the injury received.

Done at Fort St. George the thirty-first day of December, one thousand seven hundred and fifty-four.

L. S. THOS. SAUNDERS.

ARTICLE 12.

Il a été convenu que dès qu'il aura été formé pendant le cours de la trêve quelques plaintes par l'une des dites deux nations contre la teneur de l'Article 4, les dits Commissaires nommés depart et d'autre verifieront et examineront le fait pour y être en suite fait droit envers la nation lézée, soit par restitution, soit par dédommagement suivant la nature du tort qu'elle aura souffert.

Fait à Pondichery le vingt sixiéme jour de Decembre, mil sept cent cinquante quatre.

L. S. GODEHEU.

ADDITIONAL ARTICLES and STIPULATIONS to the foregoing TRUCE.

ARTICLE 1.

If any nation should attempt to erect a settlement within the bounds of the present possessions of either of the two Companies, both English and French shall jointly oppose and hinder any such undertaking.

ARTICLE 2.

The custom houses and innears shall remain on the same footing as before the war, and no alteration shall be made in the duties paid on the importation and exportation of goods of the produce or manufacture of the coast.

Done at Fort St. George the thirty-first day of December, one thousand seven hundred and fifty-four.

L. S THOS. SAUNDERS.

ARTICLES pour être ajontés à ceux du TRAITE de TREVE.

ARTICLE 1.

Si quelque nation entreprenoit de former un etablissement dans l'etendue des présentes possessions de l'une ou de l'autre Compagnie Françoise et Angloise, les Anglois et les Francois se joindront pour s'y opposer et empêcher toute enterprise semblable.

ARTICLE 2.

Les douanes et innears demeureront sur le même pied qu'elles étoient avant la guerre il ne sera point fait d'innovations dans les droits payés sur l'importation ou l'exportation des marchandises de fabrique ou du crû du pays.

Fait á Pondichery le quatrième jour du mois de Janvier, mil sept cents cinquante quatre.

L. S. GODEHEU.

No. XXXVII.

SUNNUD from the NAWAB OF ARCOT, 1763.

SUNNUD from the Nawab for the seven Magans, belonging to the Circar of Hewalee Tripasore, situated in the Payen Ghat, and dependent upon the Soubah of Arcot.

Be it known to the deesmookees, deespondees, muccuddems, husbandmen, and others, inhabitants of the said Magans, that in consideration of the great services rendered to my affairs by the English East India

CARNATIC. No. XXXVII. Company, their firm friendship for me, and the dependence I have of their always remaining in future in alliance with and supporting myself and sons, I have given and made over to them in jaghire the said seven Magans, as hereunder mentioned, computed value thereof being sixteen thousand nine hundred and forty-four Pagodas, fifteen annas (16,944-15), exclusive of the jaghiredars, shoterumdars, polygars, russoomdars, rozeenedars, and enamdars: you are therefore hereby strictly ordered to live in due obedience to the said English East India Company, to pay them the money due at the fixed and stated times, and in every respect to look upon them as myself.

	Pagodas.	A.
Cotambauc Magan contains fifteen villages, computed value is	2,590	3
Polle Magan contains eighteen villages, amounting to ...	1,933	15
Poroor Magan contains fifteen villages, amounting to ...	2,797	14
Tinnenoor Magan contains fourteen villages, amounting to.	1,923	11
Pullaverum Magan contains twenty-two villages, amounting to	3,400	12
Utteput Magan contains three villages, computed value...	3,520	0
Ummerumbaree Magan contains fourteen villages, amounting to	1,708	11
Total villages in the seven Magans, one hundred and one, amounting to	17,875	2
Deduct four for the shoterums and enams	930	15
There remains to the Company ninety-seven villages, total value ... ... Pagodas	16,944	15

Dated the 16th October 1763.

Nawab's Sunnuds for the Chingleput District.

Be it known to the deesmookees, deespondees, muccuddems, husbandmen, and others, inhabitants of the district of Chingleput, belonging to the said Circar, and depending upon the Soubah of Arcot, for and in consideration of the many services rendered to my affairs by the English East India Company, their firm friendship for me, and the dependence I have of their always in future remaining firm in

alliance with and supporting myself and sons, I have given and made over to them in jaghire the said district of Chingleput, as hereunder mentioned, the computed value thereof being ninety-eight thousand two hundred and thirty-two Pagodas, four and a half annas (98,232-4½), exclusive of the jaghiredars, shoterumdars, polygars, russoomdars, rozeenedars, enamdars, and the fort of Chingleput. The rest runs in the same manner as that for the seven Magans.

	Pagodas.	A.
Chingleput Magan contains one hundred and twelve villages, amounting to	20,717	15½
Wurrungput Magan contains twenty-five villages, and a half, amounting to	10,479	13
Triccusgonedum Magan contains one hundred and seventy-eight villages, computed value	53,404	15½
Wellanghum Magan contains thirty-two villages, computed value	9,016	2
Total villages three hundred forty-seven and a half, computed value	93,831	13
Duties and customs, amounting to	4,400	7½
Total value, Pagodas ...	98,232	4½

The Sunnud for Covelong, *alias* Siandel-Bender, excepts the Mint; the rest runs the same as that for the seven Magans; the computed value seventeen thousand five hundred and twelve Pagodas, nine and a half annas (17,512-9½). Covelong contains fifty-four villages; total value of the district 17,512-9½.

Munnemungul pergunnah, belonging to the Circar of Chingleput, amounting to eighteen thousand five hundred and sixty-nine Pagodas, fourteen annas (18,569-14.)

	Pagodas.	A.
The Sunnud for it runs in the same manner as that for the seven Magans and contains eight villages, value	5,503	2
Purœpan contains nineteen villages, value	3,305	2
Pillœpanc contains eighteen villages, computed value ...	1,450	10
Oonan contains seventeen villages, computed value ...	5,297	8
Carried over ...	15,556	6

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No. XXXVII.

			Pagodas.	A.
Brought forward			15,556	6
Werregeerum contains twenty villages, computed value...			2,910	8
Total villages in this pergunnah	82	computed value ...	18,466	14
	1	shoterum deducted	430	2
Remains	81	computed value ...	18,036	12
Duties and customs, valued at			533	2
Total value of the district, Pagodas ...			18,569	14

Poneer pergunnah, belonging to the Tripasore Circar, valued at seventeen thousand nine hundred and eighty-seven Pagodas ... ... (17,987)

The Sunnud the same as that for the seven Magans.

	Pagodas.	A.
Poneer Magan contains eleven villages, computed value...	919	8
Chinnecanmunna Magan contains fourteen villages, computed value	947	0
Ursoor Magan contains eight villages, computed value ...	1,786	4
Poombauc Magan contains five villages, computed value...	1,552	12
Jucllloor Magan contains five villages, computed value ...	1,614	4
Trippaulewannum Magan contains twenty-four villages, computed value	1,385	12
Perrumbere Magan contains six villages, computed value	1,487	0
Cantoor Magan contains eight villages, computed value...	1,922	0
Walloor Magan contains thirteen villages, computed value	599	0
Cautpillee Magan contains three villages, computed value	365	13
Meegoor Magan contains nine villages, computed value...	1,205	3
Chodeewurrum Magan contains twenty-one villages, computed value	1,214	4
Aumoor Magan contains ten villages, computed value ...	1,346	12
Pedmulwauil Magan contains seven villages, computed value	600	12
Total villages in the pergunnah, one hundred and forty-five, computed value	18,557	8
Deduct the shoterums and jaghires, three	1,424	8
Remains to the Company one hundred and forty-two ...	17,133	0
Duties and customs	854	0
Total value of this district Pagodas ...	17,987	0

The Sunnud for the Chiccutcoota pergunnah, in the Tripasore Circar, runs in the same manner as that for the seven Magans, and contains three villages, computed at four thousand and fifty Pagodas, (4,050).

Hewalee Tripasore pergunnah, belonging to the same Circar, computed value thereof thirty-three thousand five hundred and sixty-four Pagodas, eight annas (33,564-8). The fort of Tripasore is excepted in the Sunnud. The remainder is the same as that for the seven Magans.

	Pagodas.	A.
Hewalee Tripasore contains ten villages, computed value.	949	15
Poolerumbauc contains ten villages, computed value ...	996	4
Woddœcarroe Magan seven villages, computed value ...	1,527	15
Yerrioor Magan five villages, computed value ...	297	0
Mujoor Magan nine villages, computed value ...	1,227	6
Pirrenoor Magan nine villages, computed value ...	1,395	2
Wengul five villages, computed value	889	14
Punnœpauc Magan three villages, computed value ...	736	8½
Paulwade Magan twelve villages, computed value ...	1,604	1
Tunneercolum twelve villages, computed value ...	1,821	8
Teeroor fifteen villages, computed value	2,468	11
Yeccautoor Magan ten villages, computed value ...	885	5
Neeweeloor Magan nine villages, computed value ...	2,250	12
Colerumbauc Magan eight villages, computed value ...	1,066	0½
Muddrœmunglum Magan thirteen villages, computed value	2,965	3
Cotceoor Magan ten villages, computed value ...	772	12
Muppade Magan six villages, computed value ...	762	6
Chettren Magan twelve villages, computed value ...	1,360	7
Wullum Magan five villages, computed value ...	1,353	0
Moodechoor six villages, computed value	1,252	0
Ullechullee	90	0
Yerrœmut pollum fourteen villages, computed value ...	3,058	0
Total villages ... 191 Computed value ...	28,641	2
Deduct shoterum 1	34	0
Remains villages 190	28,607	2
Duties and customs amounting to	4,957	6
Total value of this district to the Company, Pagodas	33,564	8

Peddappollum pergunnah, belonging to the Conjeveram Circar, amounting to twelve thousand four hundred and eleven Pagodas and

CARNATIC. six annas. The Sunnud for the pergunnah runs in the same manner
No. XXXVII. as that for the seven Magans.

	Pagodas.	A.
Peddappollum contains nine villages, computed value ...	1,438	9½
Arnee Magan contains ten villages, computed value ...	1,429	5
Nellerumban Magan contains eighteen villages, computed value	1,135	13
Parewauil Magan contains five villages, computed value...	1,477	10
Cunderepade Magan contains four villages, computed value	1,621	12
Wurreemuddra Magan contains nine villages, computed value	675	12
Malemaugham Magan contains seventeen villages, computed value	1,024	13
Chinnumbade Magan contains eight villages, computed value	3,092	8
Total villages 80 computed value	11,896	2½
Deduct shoterum 1	3	6
Remains 79 amounting to	11,892	12½
Duties and customs	518	9½
Total value of this district to the Company, Pagodas	12,411	6

Perrumbaue pergunnah, belonging to the Conjeveram Circar, amounting to five thousand one hundred and ninety-seven Pagodas and one anna. The Sunnud for this pergunnah runs in the same manner as that for the seven Magans.

	Pagodas.	A.
Perrumbaue contains twenty-six villages, computed value	5,197	1

Saliwauck pergunnah, belonging to the Conjeveram Circar, amounting to nineteen thousand and ninety-one Pagodas and eleven annas. This Sunnud runs in the same manner as that for the seven Magans.

	Pagodas.	A.
Saliwauck contains seventy villages, value	18,677	1
Duties and customs amount to	414	10
Total value of this district ...	19,091	11

Ootremaloor pergunnah, belonging to the Circar of Conjeveram, computed value twenty thousand nine hundred and eighty-five Pagodas

thirteen annas. The Sunnud for the pergunnah is the same as that for the seven Magans.

	Pagodas.	A.
Ootremaloor contains sixty-two villages, computed value	19,568	11
Customs and duties	1,417	12
Total value of this district	20,985	13

Seeva, or Great Conjeveram pergunnah, belonging to the same Circar, computed value eleven thousand nine hundred and eighty-four Pagodas and one anna. This Sunnud runs in the same manner as that for the seven Magans.

			Pagodas.	A.
Conjeveram contains twenty-six villages, computed value			5,137	0
Pootaree Magan contains thirty-one villages, computed value			2,933	4
Goindewanddee Magan contains fourteen villages, computed value			1,778	7
Conereecoopum Magan contains eleven villages, computed value			1,879	3
Pooleloor Magan contains six villages, computed value ...			796	8
Total villages	86	computed value ...	12,524	6
Deduct shoterums and enams	5	... ...	2,474	10
Remains	81	... ...	10,049	12
Customs			1,934	5
Total value of this district to the Company, Pagodas			11,984	1

Vista, or Little Conjeveram pergunnah, belonging to the Conjeveram Circar, computed value eighteen thousand nine hundred and fifty Pagodas and fourteen annas. The Sunnud the same as that for the seven Magans.

	Pagodas.	A.
Conjeveram contains fifteen villages, computed value ...	1,107	10
Jyumpaint Magan contains fourteen villages, amounting to	2,446	10
Cheewurrum Magan contains four villages, amounting to	1,547	9
Aureepauc Magan contains ten villages, computed value	1,290	2
Jyumgolum Magan contains ten villages, computed value	1,304	5½
Cholimbare Magan contains three villages, computed value	1,701	
Tirapagoodee Magan contains nine villages, amounting to	1,468	10½
Nutteepeute Magan contains eight villages, computed value	1,523	6
Carried over ...	12,389	6

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			Pagodas.	A.
	Brought forward	...	12,389	6
Tinaree contains thirty-two villages, computed value		....	1,504	15
Terrimandelpauc Magan contains six villages, computed value			471	8
Total villages	111 computed value	...	14,365	13
Deduct shoterum and enams	3 ...	...	628	5
Remains villages	108 computed value	...	13,737	8
Customs			5,213	6
Total value of this district to the Company, Pagodas			18,950	14

Carongoly pergunnah, belonging to the Conjeveram Circar (as far as is given to the Company), is computed at fifty-three thousand six hundred Pagodas and five annas.

The Sunnud mentions Muddenunt, and other head Magans, situated on this side the river Marcawn, and excepts the forts of Carongoly, Allumporva, with the mint there. The remainder runs in the same manner as that for the seven Magans.

	Pagodas.	A.
Muddenunt Magan contains thirty villages, computed value	1,892	7
Moorepauc Magan contains nine villages, computed value	1,510	1
Urrumbelloor Magan contains six villages, computed value	1,841	8
Perrembarree Magan contains thirteen villages, computed value	673	0
Wellaungar Magan contains ten villages, computed value	350	13
Kinepancum Magan contains nine villages, computed value	1,397	2
Perricaurna Magan contains nine villages, computed value	766	7
Urreeunnoor Magan contains five villages, computed value	358	6
Chengantoor Magan contains five villages, computed value	584	12
Soowenambut and Willewauc	2,397	4
Pootenacote Magan contains thirteen villages, computed value	1,004	11
Carried over ...	12,776	7

	Pagodas.	A.
Brought forward ...	12,776	7
Coowuttoor Magan contains nine villages, computed value	2,552	8
Yerrumbare Magan contains seven villages, computed value	509	12
Chawor Magan contains three villages, computed value...	3,944	1½
Wurtee Magan contains seven villages, computed value...	532	14
Pulleeput Magan contains four villages, computed value...	1,000	8
Miyoor contains three villages, computed value ...	1,200	12½
Boodoor Magan contains five villages, computed value ...	1,336	14½
Tinneloor Magan contains twenty-one villages, computed value	2,629	0
Moorecumbauc Magan contains ten villages, computed value	1,739	14
Muddeecumbauc Magan contains twelve villages, computed value	898	12
Chittauracurna Magan contains five villages, computed value	376	2
Weddaulee Magan contains seven villages, computed value	708	12
Wettoor Magan contains eight villages, computed value	636	11
Nullaumoor Magan contains eleven villages, computed value	1,750	8
Ugirawauc Magan contains twenty-one villages, computed value	2,659	11
Pillanpoor Magan contains eight villages and a half, computed value	4,895	4
Pulliyennor Magan contains fourteen villages, computed value	3,964	4
Timmanporum Magan contains nine villages, computed value	902	12
Willeecaur Magan contains twenty-four villages, computed value	2,603	9½
Codoor Magan contains eighteen villages, computed value	623	7
Culleconum Magan contains twenty-six villages, computed value	2,154	10
Yerracanluar Magan contains twenty villages, computed value	3,823	10
Pullumbauc Magan contains eleven villages, computed value	951	9
Carried over ...	55,172	5

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	Pagodas.	A.
Brought forward ...	55,172	5
Total villages on this side the river Mercawn three hundred and seventy and a half, computed value ...	55,146	12
Deduct shoterums, enams, and jaghires, twenty-one ...	4,948	12
Remains villages three hundred and forty-nine, computed value	50,198	0
Duties and customs	3,402	5
Total value of the district to the Company, Pagodas	53,600	5

Cavantandelum pergunnah, belonging to the Wandevash Circar, situated in the Carnatic Payen Ghat, &c., computed value seventeen thousand and fifty-three Pagodas, nine annas. The Sunnud runs in the same manner as that for the seven Magans.

	Pagodas.	A.
Cavantandelum contains twenty-two villages, computed value	10,826	12
Willecanoor contains twenty villages, computed value ...	3,059	9
Husoor contains twenty-five villages, computed value ...	3,167	4
Total villages 67, computed value Pagodas	17,053	9

Chinnamanaikpollum village in the Frewande pergunnah, belonging to the Waldoor Circar, computed value one thousand and seventy-two chucrams, eight annas. The Sunnud runs in the same manner as that for the seven Magans.

	Chucrams.	A.
Chinnamanaikpollum	1,072	8

Nuddeput village, in Vencatempeute pergunnah, belonging to the Waldoor Circar, computed value nine hundred and twenty-seven Chucrams and eight annas.

	Chucrams.	A.
Nuddeput	927	8

GRANT from the NAWAB OF ARCOT for the Company's jaghire, dated 28th and received the 30th August 1765.

In consideration of the greatness of the friendship subsisting between the Company and me, their kind treatment of me and the particular regard I bear to you, enclosed I have sent under my great seal a Sunnud

for the several places that form the Company's jaghire in which the former and the present grant are included. I have inserted the word *entire* or *without any exception* also; though I must own at the same time that I see no kind of occasion for the expression and that my making use of it has been merely out of regard to our friendship. What can I say more?

Be it known to the deesmookees deespondees, principal inhabitants and husbandmen of the Tripasore, &c., pergunnahs belonging to the Carnatic Payen Ghat and dependent upon the Soubah of Mahomedpoor, *alias* Arcot, that I have appointed and made over to the English East India Company (who have taken great pains and labor in my affairs, are my true friends, and will ever remain firm and steady in alliance with and in supporting myself and sons) the aforesaid pergunnahs, &c., as hereunder expressed by way of jaghire, the revenues of which as entered in the Mogul's books amount to four lakhs four hundred and ninety-four Pagodas, four annas and a quarter (400,494-4¼) and chucrams six thousand and thirty-three (6,033): you, the said deeshmookees, &c., must therefore take care to live in due obedience to the said Company and to pay them the proper revenues at the fixed and stated times, as according to their report whether in your praise on dispraise will be our favor or displeasure upon you. Look upon this as an order and comply accordingly.

Computed Revenues as put down in the Mogul's Books.

	Pagodas. Ans.	Chucrams.	No. of Districts.	No. of Villages.
Madras customs included	1,200 0	.....	1	1
St. Thomas's district, customs included... ...	6,346 15	.....	1	7
Poonamalee district, customs included... ...	34,840 0½	.....	1	231
Trevendapoor	.....	26,250 0	1	28

N. B.—The revenues of these four within the circumflex, amounting to Pagodas 42,386-15½, Chucrams 26,250, are mentioned not to be included in the sum of Pagodas 400,494-4¼ and chucrams 6,003, specified in the Sunnud, these being in a prior grant.

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Computed Revenues as put down in the Mogul's Books.

	Pagodas. Ans.	Chucrams.	No. of Mehers or Districts.	No. of Villages.
Tripasore entire, customs included	37,177 4	.....	1	211
The villages of Cotumbanbe &c., belonging to the seven Magans entire	17,450 2	.....	1	99
Poneer district entire, customs included ...	20,351 0	.....	1	150
Chiccutcota district entire customs included ...	4,050 0	.....	1	3
Poldappollum district entire, customs included...	12,414 12	.....	1	80
Perrambauc district entire	6,207 9	.....	1	32
Munemungalum district entire, customs included	19,000 0	.....	1	81
Ootremaloor district, customs included ...	20,985 13	.....	1	62
Salliwauc district entire, ditto ...	19,229 11	....	1	71
Seeva, or Great Conjeveram, ditto ...	19,414 6	.....	1	99
Bishun or Little Conjeveram, ditto ...	25,195 12	.....	1	133
Cavantandelum district entire	18,585 2½	.....	1	74
Chingleput district entire, customs included ...	1,00,446 10	.....	1	362½
Siandut Bunder, *alias* Covelong district entire, customs included	17,512 9½	.....	1	54
Carongoly ditto, all on this side the river Mercawn entire, customs included	62,257 7½	.....	1	387½
Chinnamanaikpollum village, belonging to the Trivedy pergunnah, entire	.....	1,072 8	1	1
Nuddeput village, belonging to the Vencatompente pergunnah, entire	.....	927 8	1	1
Curremundel, &c., villages belonging to the Pullul, entire	216 2	.....	1	4
Chittamoor, &c., villages belonging to the Tundewullum pergunnah, all that arise on that side the river Mercawn entire	.....	744 8	1	12
Husoor, &c.. villages belonging to the pergunnah of the same name, all that are on this side the river Mercawn entire, customs included...	.....	3,288 8	1	15
Total amount of the present grants and those of the 16th of October 1763	4,00,404 4½	6,033 0	20	1,934
Total amount of the old grants mentioned in the first part	42,386 15½	26,250 0	4	267
Grand Total	4,42,881 3½	32,283 0	24	2,201

Subdivision thereof.

	Pagodas. Ans.	Chucrams. Ans.	No. of Mehers or Districts.	No. of Villages.
By the present grants now	34,430 4½	4,003 0	.....	175
By those of the 16th of October 1763	3,66,064 0	2,000 0	20	1,759
By the old grants	42,386 15½	26,250 0	4	267
Pagodas	4,42,881 3½	32,283 0	24	2,201

Dated the 21st of the moon Rubee-ul-sanee, in the year of the Hegira 1177, *equivalent to the 29th October* 1763.

FORMS on the back of the SUNNUD.

The Serishtadar's letter to the Nawab, informing him of the Sunnuds having been made out for the English East India Company the 16th of October 1763 to the amount of Pagodas 3,66,064 and Chucrams 2,000. Out of the several countries from which that sum arose there were many villages to the value of Pagodas 34,430-4½ and Chucrams 4,033 (as entered in the Mogul's books) excepted; he requests therefore the Nawab's orders whether a new Sunnud for the whole (which he particularises in the same manner as it is in the Sunnud) should be made out or not? To which the Nawab is said to answer in his own handwriting—"In consideration of the true friendship of the English East India Company and their remaining always in alliance with me, let a Sunnud for the whole jaghire without any exception be made out."

Registered in the Dewan's office the 21st of the moon Rubee-ool-sanee in the year of the Hegira 1177, *equal to the 29th October* 1763.

N. B.—This is twice mentioned.

Registered in the Nawab's own office the same day.

CARNATIC. No. XXXVII. FIRMAUN from the MOGUL, being a confirmation of the NAWAB'S GRANTS to the COMPANY in the CARNATIC, 1765.

In these happy times our Firmaun, full of splendour, and worthy of obedience in all, is descended, purporting that whatever formerly has been given by preceding Moguls, or lately by Serajah Dowlah Mahomed Ali Khan, from the Circar of the Carnatic, in the parts above Madras, &c. to the high, mighty, &c. &c. English Company: We, in consideration of their great pains and services, have, from our throne, the basis of the world, *conferred upon* or *confirmed to* them, by way of enam or free gift, without allowing any person whatever any part or share therein; you, therefore, our sons, omrahs, viziers, governors, mootsuddees, for the affairs of the dewanship, mootecophils, for those of our kingdom, jaghiredars, and karorees, both now and hereafter, for ever and ever, exert yourselves in the strengthening and carrying into execution this our most high command, and cede and give up to the above-mentioned English Company, their heirs and descendants, for ever and ever, the aforesaid Circar, and esteeming them likewise as entirely exempt, free, and safe from all displacing or removal, by no means whatever molest or trouble them, either on account of the demands of the dewan's office or those of our Imperial Court.

Looking upon this high Firmaun as an absolute and positive order, obey it implicitly.

Dated the 24th of the Moon Sophar, in the 6th year of our reign, equal to the 12th of August, 1765.

The forms made use of on the back of this Firmaun correspond almost entirely with those on the back of that for the Northern Circars. The Kazzi's attestation is also in the same manner.—*See page* 13.

No. XXXVIII.

REQUISITIONS from the NAWAB WOLLAU JAH and REPLIES from the GOVERNOR GENERAL IN COUNCIL.

The Requests of the Nawab Wollau Jah from the Governor General.

1*st*.—Let a Treaty be firmly established between us which may last for ever and be subject to no deviation.

2*nd*.—I am the hereditary Prince of the Carnatic and of Balla Ghat under Pran Ghat, and am independent of every one, and I have entire right and authority over my country, my children, my family, my servants, and subjects, and have power in the political and domestic administration of my country. This ought to be altogether dependent on me, and let not my friends interfere in it.

3*rd*.—As the Company and English nation are the protectors of my honor and government, they will act on those points only where the advancement of my interests is concerned.

Replies to the Requests of His Excellency the Nawab Wollau Jah.

1*st*.—A temporary Treaty shall be made subject to the revision and approbation of the Company; and it is hoped it may serve as the basis of another Treaty to be concluded under the orders and instructions of the Company and even with the sanction of the English Parliament, which may endure for ever, and rendered so binding that it shall not be in the power of any individual to break it or to depart from it.

2*nd*.—The rights and authority which the Nawab possesses over his country, his children, his family, his servants, and subjects in all the political and domestic administration of his country, we will maintain and support.

3*rd*.—Certainly.

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4*th*.—Ten battalions of well-disciplined troops are stationed by me with the Company and are paid by me, let them take nothing from me except the pay of them, and let all the contingent expenses, the batta for their marches and the repairs of the forts be by my consent, and let the accounts of every three months be punctually delivered to me within the sixth month. When peace shall be restored I will discharge the amount regularly, and let the Governor and Council of Madras give me a full receipt, and in time of peace let them assist me with these ten battalions that I may settle the country subject to me and derive some advantage from the expense.

4*th*.—Both the pay of these troops and their batta and contingent expenses, and even the repairs of the forts, if any repairs are necessary, ought undoubtedly to be charged to the Nawab's account, because these are expenses incurred for his own immediate service, and in the time of war must depend upon the Commander-in-Chief of the forces under the customary regulations and restrictions. The remainder of this Article is very proper. But it seems strange to us that a claim should be made of this kind, or any doubts implied concerning it.

5*th*.—Many polygars notwithstanding that they have met with the greatest favor from me in time of peace, have from their ambitious and rebellious views joined my enemy Hyder Ali, and begun open war; I can therefore never place any reliance upon them or look upon them as deserving of favor. In this case my subjects are to be kept in awe by the punishment of these people, for which assistance is necessary.

5*th*.—The Nawab is master of his own country and the distributor of justice to his own subjects. This is so clear that it appears as if something more was meant than is expressed in the proposition.

6*th*.—After peace and alliance is made between me and the English Company, the enemies, the security

6*th*.—In whatever Treaty shall be concluded between the Nawab and the Company it will of course

and the dangers of both will be the same, that is to say, whoever of us suffers an injury, it will be felt by both of us. I therefore wish that the English in India or the King of Great Britain would make a Treaty of peace with the King of France, and let the peace and security of the Carnatic and the rights of my government without the connection of any one, and my power to appoint a successor in the Carnatic, be settled in a solid manner and included in the Treaty.

be stipulated that the friends or enemies of either party shall be held as equally the friends or enemies of the other, and their interest, their safety, and their danger the same. Such has been the implied condition of the alliance hitherto subsisting between the Nawab and the Company, although unsupported by any written engagements. Respecting the latter clause of this Article, we are informed by Assam Cawn, the Nawab's dewan, that the Nawab possesses letters from the Company, the King's minister, and the King himself, on the subject of his will, and he has produced copies of those from the King and from the Company, which all express a clear acknowledgment of the Nawab's right to appoint a successor to the government of the Carnatic. It is therefore unnecessary and would be unbecoming in this government to make any provision, even in a temporary Treaty, for such an event, which we hope is far distant. Such acknowledgments are equivalent to Treaties and of the highest possible authority, and must be binding on all the servants of the Company and on the King's subjects.

7th.—In the garrisons of my forts commandants and pay masters

7th.—We are greatly affected that any occasion should have been

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are sent who at the advice of their Dobashes, with a view to profit, lend money to the ryots at an exorbitant interest, and afterwards are pressing for the money and interfere in the government and assist one another, by which great injury is done to my subjects and to myself. Let it be positively ordered that without my permission no one lend money to my subjects, and that for what is past as well as future the interest on all loans be 12 per cent. per annum; and that if any person should act contrary to this and should distress the ryots, I shall complain against him and request his removal, and the Governor and Council of Madras will remove him from his office and appoint another person in his room.

afforded for such complaints as are stated in this Article. They are no less repugnant to justice than injurious to the English reputation. We are willing to engage on the part of the English Company and of all their dependants that no one under their authority shall be permitted to lend money to any of the Nawab's subjects for the time to come, that it be prohibited in public orders, and that it is equitable that if any person shall act contrary to this prohibition or shall oppress the ryots, the Nawab shall have a right to require his removal, and that the Governor and Council of Madras shall be bound on such requisition to remove him and to bring to a public trial that he may suffer such sentence as shall be due to the degree of the offence if it shall be established against him. But as we conceive that it will be often difficult in cases of this nature to obtain such evidence of the facts as the strict forms of our military laws shall require, and must in every case render the Nawab popularly obnoxious by standing forth as he necessarily must in the character of a prosecutor against the servants of the Company, to whom he ought never to be known but by acts of benevolence, and as the appointment to military commands in

his country is intended for his sole benefit and the support of his government and interests, we proceed yet further to declare that the Nawab has just claim to object to the appointment of any person of whom he shall disapprove to any command in his country or to the continuance of any person in any such command against whom he shall have cause of sufficient validity for his own conviction to object, and that in every such case the Governor and Council ought to conform to his objections. But the invariable application of this rule can only be admitted in a time of peace. In a state of actual war it might be productive of dangerous consequences, and the principle on which it is constructed must be therefore in such a season left to the equity of the Governor and Council and the discretion of the Commander-in-Chief of the forces.

8th.—My constant wish has been to discharge the money due to the troops stationed by the Company, and I have always exerted myself for this purpose. From the commencement of my connection I have paid very considerable sums on this account, and on the day that Hyder invaded the Carnatic, I owed the Governor and Council of Madras less than one lakh of Pagodas, which

8th.—This is just; let the Nawab consent and engage to assign all the revenues of his country during the war without any exception to the Company for the actual support of the war. Let the collections and their assignments be made by his own amils in conjunction with persons appointed by the President and Council of Fort St. George and invested with an authority from

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I was in hopes of discharging by receiving bills from the bankers in the country, when in the meanwhile the attack of our enemy began, and I, instead of paying the balance in money to the Company, provided in my country a greater amount than that in rice and bullocks and sheep for the army, besides the stores in my forts, of which there is a large supply in Trichinopoly and a less quantity in Vellore, &c., and what was in those forts which our enemy has taken is in his possession.

Had not my bad destiny produced many obstacles there is no doubt but at this time I should not have been indebted one single Pagoda to the Company.

Of several talooks of the Carnatic, which are still secured from our enemy, the collections are included in the accounts of the Company, but some talooks are assigned to my creditors, and some I have received the peshcush in advance for. Whatever is collected from those mahals let it be expended for the Company, but for the satisfaction of my creditors my friends must be just: as soon as the enemy shall have left my country let the collections of those talooks be given to my creditors in order to pay off their principal

him to receive from the amils all the money which shall be collected; and to intercept and seize all sums of money which the amils or others shall attempt to secrete from the districts under their jurisdiction, that the whole may be applied and exclusively appropriated to the service of the war, excepting such sums as the Nawab shall require to be paid immediately to himself for his own and the necessary disbursements of his country; that he will remove and punish such of his amils as shall attempt to elude this regulation, and that the persons as above-mentioned appointed to receive the revenues, as a pledge of their integrity, shall be required to swear that they will be true to the trust reposed in them and that they neither receive nor permit to be taken, either directly or indirectly, any portion of the revenues, but such as they shall bring to a public account; that of such talooks as have been assigned to the Nawab's creditors the net sums of the collections shall be received into the Company's treasury for the services of the war as above provided, but carried to the credit of the collection head of the Nawab's creditors to whom they have been assigned, to be hereafter distributed amongst them

agreeable to my engagements with them.

9th.—For several reasons, and from the invasion of my enemy, which are not unknown to my friends, I am greatly distressed, and my subjects are not in a state to suffer me to have any hopes from them. With my exertions and endeavors alone it is difficult to adjust my concerns; it is necessary that my friends should be just and favorable to me and should assist me in this manner by giving into my hands after the defeat of our enemy the talook of Kurpah and Zeer Ghat and several mahals in Balla Ghat belonging to Carnatic Payen Ghat which are in my country and are my right, and I will maintain in my service 5,000 well disciplined horse for the collections of it.

10th.—The talook of Tanjore which is my right, I at a considerable expense, conformable to the rules and practice of Hindostan, took possession of; in this my friends assisted me, for which I returned them thanks. Since that

according to their respective claims. By this arrangement the resources of the Carnatic will be applied as they ought to be to its immediate defence and preservation, and the rights of the creditors will be secured,—and this agreeable to the request which the creditors themselves have formerly made.

9th.—The recovery of the Carnatic from the hands of the enemy must be our first object. That of its dependencies will be the second; but it will not rest upon our ability. It cannot be made a fixed Article of a Treaty. The purposes for which the proposed annexations of Curkapah and Zeer Ghat Gutti and the several mahals in Balla Ghat, which belong to Carnatic Payen Ghat, is professed to be intended, is equally necessary for the service of the Nawab and of the Company, and the future security of their common interests, and therefore must be equally the desire of both.

10th.—This government hath no authority to enquire into the reciprocal claims of the Nawab and the Rajah of Tanjore. These are before a higher and a competent tribunal. We can only require that as the zemindaree of Tanjore is

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they have at the sole instigation of self-interested people taken it from me by force, which has brought great damage to me, my subjects, and creditors. To this time such is the situation, numbers of my creditors are Englishmen, which is not unknown to you, as I have repeatedly written to you. From that time my right has been given up to a ryot of mine but no advantage has accrued from it to the Company's concerns, but on the contrary, he has connected himself secretly with Hyder Ali and the Mahrattas and has refused to supply money and stores, but keeps all his money in Negapatam, a Dutch Settlement. If my friends would act justly and give the talook to me, great advantage would be derived for the Company and my affairs and the views of our enemies would be counteracted, otherwise let the whole collections of Tanjore be appropriated to the payment of the Carnatic army, my public and private debts, and the expulsion of our enemy. Tanjore is a talook of the Carnatic and let a share of it be assigned to my creditors that they may be quieted and pacified in some degree till my friends in England shall have done me justice; and let the Governor General and Council conformably to their justice and a member of the soubah or province of Carnatic, its resources shall in like manner be primarily, and at this time of common danger be exclusively, applied to the maintenance of the forces employed in the defence and preservation of the whole; that the revenues be taken in assignment and put under a commission similar to that proposed for the rest of the Carnatic, and received and applied in the same manner and for the same purposes. This requisition has been partly made, and shall be repeated in the above forms to the President and Council of Fort St. George. But it will rest with them to conform to it, or by rejecting it to take the responsibility of it upon themselves.

greatness write about this matter which is my right. The Governor General and Council have the administration of affairs of India; if the enquiry into this matter depends on the gentlemen in Europe, it is for the general advantage that they should write about it. I am the friend of the Company; the great weight of debts, the mortgaging my jewels and the sale of them have brought on me a disgrace and distress which the Company never meant to have come upon their old friend.

11*th*.—Besides the expenses of the Company, the pay of my troops, the native bankers my creditors, the Hindoo and Mussulmen securities, I am indebted about 70 lakhs of Pagodas to European creditors, both old and new, and people living under the protection of the Company. When I reflect on the payment of such large sums I am plunged into a sea of distress. Except from the assistance of my friends I can see no release from this heavy load, that having escaped from such anxiety might apply myself to the cultivation of the country and the protection of the ryots. I therefore beg your advice and sentiments on this point which I request you to give in such a manner as no injury may arise to

11*th*.—Our advice is this, that a new adjustment be made of all the Nawab's debts contracted with British subjects without any distinction of old debts, of those of a more recent kind called his consolidated debts, or of others newly contracted but not yet brought to any public account or adjustment; that the interest upon the whole and upon each debt shall be allowed and added to the original debt to the 25th November 1781 and thenceforward shall cease; that from such debts as have been transferred from the original proprietors by purchase or otherwise a deduction shall be made of 25 per cent. from the whole amount, and the remainder be the sum for which the Nawab shall be finally debited; that the

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my concerns and reputation, no detriment to my creditors, and no loss to the Company.

adjustment being made in this manner the sum adjudged to be respectively due to each creditor shall be brought to his separate credit; that Company's bonds with the usual interest shall be granted to each who shall be entitled to a share in the sums received on account of the assigned revenues in the proportion of his respective debt, and in like manner to the creditors for advances made on the security of the public revenue for the sums brought to their account; and that it shall be left to the Nawab, with the concurrence of the President and Council of Fort St. George and the sanction of the Governor General and Council, to appropriate such a portion of the revenues after the conclusion of the war or any period of it which shall admit of such an application of them, as an assignment for the annual payment of the debt until the whole shall be discharged; that this plan is recommended both to the Nawab, the President and Council of Fort St. George, and the creditors, and will be transmitted to the Company in the first advices to them from this Presidency.

12*th*.—If an agreement shall take place accordingly to the above-mentioned plan it will be necessary both for the purpose of rendering

it effectual and for preventing the like distresses from falling on the Nawab and individuals in future, that the Nawab shall solemnly engage that he will never hereafter borrow money from the Company's servants or any other British subjects; that the most public notice shall be given that no loans to the Nawab or bonds accepted upon such loans shall be valid or the loans recoverable by any influence or interference of the Company or its representatives; and the Governor General and Council will engage on their part for themselves, the Company, and their representatives, that no authority of the Company or of the Presidency of Fort St. George shall be employed for the recovery of any debts so contracted.

The Dewan having objected to the passage in the 2nd reply which begins with these words, "But a state of war, &c.," and to all the words following in that Article, it is agreed to omit them and in the place of the preceding words "is incontestible" to substitute these, "we will maintain and support." Syed Assam Cawn having clearly understood and approved of all the replies of the Board with the above amendment, and a literal translation of the same being given to him in the Persian language, he, on the part of his master, agrees to them in every particular, and requests that the following Declaration may be affixed to them for his and for the signature and seal of Mr. Richard Joseph Sulivan, whose name having been joined with Assam Cawn's in the credentials is therefore necessary to the complete ratification of any agreement founded on them.

We, Assam Cawn and Richard Joseph Sulivan, in virtue of full powers granted to us by the Nawab Wollau Jah to negociate and conclude

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a Treaty or Agreement with the Honourable the Governor General and Council of Bengal, for and on account of the future regulation and management of the affairs of the Carnatic, and in the name and on the behalf of the Nawab Wollau Jah aforenamed, solemnly agree to all the conditions expressed in the preceding replies of the Governor General and Council to the annexed corresponding propositions made by Syed Assam Cawn Bahadoor, on the behalf of the Nawab Wollau Jah aforesaid, and do bind him the said Nawab Wollau Jah and do declare him to be bound to the performance of every thing required to be performed by him in the said replies in the same manner and as fully as if he himself had been present at the execution of this deed and had signed the same, regarding the same in the light of a Treaty executed in the usual form.

In witness whereof we have hereunto set our names and seals to this deed, and have caused it to be written on a paper to which the Nawab Wollau Jah himself hath with his own hand affixed his seal in our presence as a confirmation of his concurrence in whatsoever agreement should be written upon it by us; and of the sanction of his faith pledged for every obligation expressed and implied by it.

We, the Governor General and Council of Bengal, do in the name and on the behalf of the East India Company agree to all the conditions as they are expressed in the above replies made by us to the annexed and corresponding propositions of Syed Assam Cawn Bahadoor, and do solemnly bind ourselves and all the other representatives of the Company to the exact and faithful performance of the same, so far as they are expressed or can be understood to be binding on our parts, regarding it in the same light as a Treaty executed in the usual form.

No. XXXIX.

This paper is to have all the force and validity of a Sunnud, and no other instrument is necessary between His Highness the Nawab and the Governor, on behalf of the Company. His Highness empowers the Governor to appoint all renters or amildars to be confirmed by His Highness. The Governor to settle with them for rent. The time of renting to be for three or five years as the Governor shall settle with the renters. Rent not to be inferior to net revenue of His Highness's

exchequer in similar circumstances. The orders which His Highness will give shall not affect the revenue. Orders relative to the revenue shall proceed from Lord Macartney alone. Orders from His Highness and from his Lordship to be communicated to each other. His Highness will give usual cowles to the amildars who will be appointed by the Governor, with the addition of a clause declaring that all moneys are to be paid to the orders of the Governor only. The Governor obliges himself to pay to His Highness the sixth part of the revenue from time to time as the same shall be received by the Governor, and to pay it agreeably to His Highness's orders here or in the respective countries where the same shall be collected, as His Highness shall please to direct. The remaining five parts of the net receipt of the revenue shall be placed to His Highness's credit with the Company. The Governor to furnish receipts to His Highness from time to time for the sums that shall be received on His Highness's account.

His Highness declares that during the period now agreed upon of five years he will not remove or dismiss any renter without the knowledge and consent of the Governor. His Highness also empowers the Governor to regulate and receive all peshcush and all other revenues of the Carnatic: allowance to be made only by the Governor for the amount of His Highness's Sunnuds for giving peshcush for one or two years, granted before the second day of April last. All new Sunnuds to polygars to be given by His Highness and not by the Governor. Such revenues to be so regulated as not to be inferior to the net receipts in similar circumstances. The Governor to pay one-sixth part also of such peshcush and other revenue to His Highness; the remainder to be placed to his credit, as in the case of the amount of rents.

Lord Macartney will please to act conformably to this paper, which is signed and sealed in duplicate, both by His Highness and the Governor, and reciprocally delivered to each other.

Madras, December 2nd, 1781.

A true copy of the translation from the Persian original, signed by Lord Macartney.

(Signed) J. HUDLESTON,

Secretary.

No. XL.

PRELIMINARY TREATY with the NAWAB MAHOMED ALI, 1785.

Preliminary Articles of Agreement to be entered into between HIS HIGHNESS THE NAWAB OF THE CARNATIC and the GOVERNMENT OF FORT ST. GEORGE, previous to the surrender of the Assignment, June 1785.

ARTICLE 1.

His Highness the Nawab agrees to pay his proportion of the current charges, as stipulated by the Company, to be finally settled by Treaty between His Highness the Nawab and the Governor and Council of Madras, agreeably to the late orders of the Company, dated the 9th December 1784. Until the exact proportion can be ascertained, His Highness consents to consider it at four lakhs of Pagodas per annum.

ARTICLE 2.

His Highness the Nawab will likewise pay twelve lakhs of Pagodas per annum on account of his debts to the Company and private creditors, until those debts are discharged.

ARTICLE 3.

Under the two foregoing Articles, His Highness will pay sixteen lakhs of Pagodas per annum to the Company, who are to be answerable to the private creditors for the proportion allotted to them, according to the payments that shall be made.

ARTICLE 4.

His Highness agrees to give the same security for the above twelve lakhs of Pagodas per annum as is required of him by the Company for his proportion of the current charges.

ARTICLE 5.

In case of any failure in the payment of the kist when it becomes due, or within twenty days afterwards, it is hereby stipulated that the Company may possess themselves of certain districts hereafter mentioned to double the amount of the balance due by the Nawab at the time.

When the Company find it expedient, under the conditions agreed on, to have recourse to this security, application must be made to His Highness the Nawab, who will inform the amildar or amildars of the amount of the Company's claim. The Company may exercise all necessary authority for collecting the revenues, but are not to disturb the Nawab's government by turning out the amildars or sheristadars. The Company's people employed in those districts are to give regular receipts for the moneys they shall receive; and when the full amount for which such district or districts stood answerable shall have been paid to the Company, their power will of course immediately cease, and the Nawab's authority be restored as fully as over any other part of the Carnatic.

ARTICLE 6.

Should any cause of complaint arise against the amildars of the districts so made over to the Company, it must be represented to His Highness the Nawab, who will give them satisfaction upon the subject, even to the dismissing the amildars and appointing others in their stead, if it should be necessary.

ARTICLE 7.

It has already been stated that when a kist, or any part of it that is due, shall remain unpaid more than twenty days, the Company may resort to the security given to them; but as, from the nature of revenue collections, the full produce of the country to make good the last kist cannot be received until the beginning of the following year, the Nawab requires two months for completing what may remain due of the last kist, to the amount of two lakhs of Pagodas. Should the balance exceed that sum, two months after the kist shall have become due, the Company may take possession of the management, as before mentioned in the fifth Article of this agreement.

ARTICLE 8.

His Highness the Nawab, taking notice of the particular stress the Company lay on the security to be required for the punctual payment of his share of the current charges, and being sensible of how much importance it is that the military expenses should be regularly provided for, His Highness agrees that the amount of his shares of the current

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charges shall be exclusively paid with the first kist, and as much of the second kist as may be necessary to make up the four lakhs of Pagodas. The remaining part of the second kist and the whole of the third kist, amounting to twelve lakhs of Pagodas, will be appropriated in discharge of His Highness's debt to the Company and his private creditors.

ARTICLE 9.

The whole sum of sixteen lakhs of Pagodas is to be paid in the manner following:—

First Kist, 30th September	...	... Pagodas	3,00,000
Second Kist, 31st January	...	... „	6,00,000
Third Kist, 10th July	...	... „	7,00,000

It was submitted and known to His Highness the Nawab that the renters, his subjects, were employed under the Company, and His Highness engages to continue the same renters as long as they shall conduct themselves to his satisfaction, at the same time that he cannot consent to confirm them on the conditions of the Company's cowle.

ARTICLE 10.

The following districts are to be answerable to the Company, in case of failure of payment:—

1. The district of Irwatoor with the villages Tummanoor.
2. The district of Ellengad, &c., consisting of twelve Magans.
3. The district of Usspoor with the villages of Coonammead.
4. The pergunnah of Tendawannam.
5. The pergunnah of the Cusbah of Veerdaoor, including nine mahals, and Terwadee and Veedvor and Veeramunnee and the talooka of Choalwatlee.
6. The pergunnah Bealpoor, including the pergunnahs of Terwamaloor, Tercaloor, Terman Nelloro, Servapallam, and Terwum Nelloro.
7. The villages of Arcot and Aralwadie.
8. The pergunnah of Weerdachal, Gograpoor, Woolumgaul, and Senemorhtie.
9. The pergunnah of Ealwanasoor.
10. The pergunnah of Kulcoorshee.
11. The jaghire of the fort of Pramedaguddah and the talooka of Shunkropoor.
12. The pergunnah of the Cusba of Nusreelguddah.

13. The villages of Pumatoor.
14. The talooka of Cunanore.
15. The pergunnah of the Havealu of Tumamel, including the villages of Cullespauk.
16. The villages of Advormungal.
17. The pergunnah of Paloor, &c.
18. The pergunnah of Chungour.
19. The pergunnah of Telgoody, &c.
20. The pergunnah of Demarpank.
21. The villages of Vellapank.
22. The villages of Mundeall.
23. The talooka of Tunmerie.
24. The villages of Chuckrangpoor.
25. The pergunnah of Chelingavaram with Tuckolum.
26. The villages of Chucknamulloor with Nantery.
27. The talooka of Avaloor.
28. The talooka of Mealcherry.
29. The talooka of Vanlapundiel.
30. The pergunnah of Pendic, &c.
31. The talooka of Weapoor.
32. The villages of Coondapoor and Canverypank.
33. The pergunnah of Amboor.
34. Tulleput and Agraram.
35. The talook of Alleanoor.
36. Worriori Pollam.
37. Vallundapoor, excepting the jaghire of Runjenagudd.

Their value is estimated at six lakhs of Pagodas per annum; and if the deficiency exceed what the above districts can make good, in the proportion mentioned in the fifth Article of this agreement, the Nawab is then to specify other districts in addition, and make them over to the Company accordingly, with due regard to the spirit of such obligation.

The security for the twelve lakhs on the Arcot districts is accepted upon a full conviction that Soucar security is not valid: but should the Bengal Government judge that the Soucar security should be taken in preference to it, the Nawab agrees to cancel the security he has already given, and substitute Soucar security in its stead.

Article 11.

Should there be any essential failure in the crops, owing to the want of rain or otherwise, it is agreed that a deduction be made, not from the

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current charges, but from the twelve lakhs stipulated to be paid to the public and private creditors, to the extent of the injury the Company may sustain, as shall be estimated and fixed on by the Governor and Council.

ARTICLE 12.

The Company having been pleased to direct that a Treaty be formed with His Highness the Nawab, embracing some essential points, which cannot at present be ascertained, and as it is His Highness's wish that the Treaty, when concluded at Madras, should be ratified by the Governor General and Council of Bengal, which would take up some time, and consequently prevent the orders of the Company regarding the assignment being carried immediately into effect, the above preliminary Articles of agreement have therefore been entered into between His Highness the Nawab and the Governor and Council, which are hereby declared to have all the force of a Treaty : and as to what respects the twelve lakhs of Pagodas to be paid yearly on account of the debt due to the Company and private creditors, an instrument, separate from the Treaty, to the effect above-mentioned, shall be executed under the seal and signature of His Highness the Nawab.

ARTICLE 13.

The within conditions being first duly signed and sealed by the respective parties, the agreement of the 2nd December 1781 will be immediately returned to His Highness the Nawab, who is hereby restored to the possession of and full exercise of sovereignty over the Carnatic.

Signed by the NAWAB.

(Signed) ALEX. DAVIDSON.

(Signed) T. OAKES,
" C. FREEMAN,
" J. CHAMIER,
} Witnesses.

June 1785.

No. XLI.

TREATY with the NAWAB MAHOMED ALI, 1787.

His Highness the Nawab's Seal.	The Company's Seal.

TREATY of perpetual friendship, alliance and security concluded between the HONOURABLE MAJOR GENERAL SIR ARCHIBALD CAMPBELL, Knight of the Bath, President and Governor of Fort St. George and the Council thereof, on the part of the United Company of Merchants of England trading to the East Indies and HIS HIGHNESS THE NAWAB WOLAU JAH OMDET-OOL-MOOLK UMMEER-OOL-HIND AUSUPH DOWLAH ANEVERDEEN KHAN BAHADOOR, ZAFFER JUNG SIPPA SALAR, Soubadar of the Carnatic, on behalf of himself, his heirs and successors.

The Court of Directors of the Honourable United East India Company having taken into their serious consideration the great advantages which may be attained by improving the blessings of peace now happily re-established on the coast of Coromandel and the Carnatic, and considering the present hour the best suited for settling and arranging, by a just and equitable Treaty, a plan for the future defence and protection of the Carnatic and the Northern Circars on a solid and lasting foundation, have communicated these their sentiments to His Highness the Nawab of the Carnatic, who being fully impressed with the propriety and wisdom of such an arrangement, has for himself, his heirs and successors, adjusted and concluded a solid and permanent Treaty with the President and Council of Fort St. George upon the principles and conditions hereinafter mentioned; in consequence whereof it is stipulated and agreed that due provision shall be made for the military peace establishment; and also that for discharging the expense of war, in the event of war breaking out in the Carnatic or on the coast of Coromandel, certain contributions or proportions of the revenues of the contracting parties shall be united into one common stock to be applied for their mutual security and defence. And as it is necessary that the application of the said contributions, both for peace and war, shall be reposed in the United Company or their representatives, together with the direction of the war, the command of the army, magazines of stores, and provisions

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(the granaries and present magazines of His Highness the Nawab excepted), with full power to occupy or dismantle such forts as by them shall be deemed necessary for the general security, the said contracting parties do hereby solemnly engage and agree, for themselves and their successors, to and with each other in manner following, that is to say :—

ARTICLE 1.

The friends and enemies of His Highness the Nawab of the Carnatic and of the English United East India Company shall be considered as the friends and enemies of both.

ARTICLE 2.

His Highness the Nawab of the Carnatic will contribute towards the military peace establishment, and shall pay into the treasury of the said United Company the annual sum of nine lakhs of Pagodas, to commence in the Fuslee 1197, corresponding to the 12th July 1787, as his fixed proportion, divided into kists payable at the following periods, that is to say :—

30th November	...	3,00,000
31st March	...	6,00,000
	Star Pagodas ...	9,00,000

ARTICLE 3.

That the Honourable East India Company will in like manner contribute, and with the aid of Tanjore shall pay and make good such further sums as may be necessary to discharge the expense of the military peace establishment, beyond the said annual contribution of His Highness already mentioned.

ARTICLE 4.

That for the satisfaction of His Highness the Nawab of the Carnatic, his heirs and successors, the President and Council of Fort St. George

shall furnish His Highness annually with an accurate account, shewing the number of troops maintained and the names and situations of the garrisons supported by the annual contributions, and particularly the troops and garrisons maintained by the nine lakhs of Pagodas annually contributed by His Highness to the general defence.

ARTICLE 5.

In case of failure in the punctual payment of the nine lakhs of Pagodas already mentioned, to the amount of one lakh of Pagodas in any kist, for the period of one month after the same shall become due, His Highness the Nawab agrees that certain districts specified in the Schedule No. 1, hereunto annexed, shall be made answerable for such failure, and that the Company shall have power to appoint superintendents or receivers to collect and receive from the Nawab's amildars all the rents, revenues, duties, customs, and peshcush of the said districts; and these superintendents or receivers shall exercise all necessary authority for collecting such rents, revenues, &c., giving regular receipts for all the moneys which may be received by the said superintendents, who shall have full power to inspect and examine all cutcherry receipts and accounts of the lands and districts aforesaid, as well as to ascertain the state of all other revenues which shall be collected annually from customs or from the zemindars or polygars, tributaries to His Highness within the said districts; and when the full amount for which such districts stood answerable shall have been paid to the Company, the superintendent or receiver shall be immediately recalled.

ARTICLE 6.

At the appointment of the superintendent or receiver, the Nawab will furnish the Company with the obligations the amildars of each district shall have given to the Circar, and if they do not pay the money punctually to the superintendent or receiver agreeable thereto, the Nawab, at the request of the Governor in Council, will immediately dismiss the said amildars, and appoint by Sunnuds such others in their stead as the President in Council of Fort St. George shall recommend, after taking from them the usual obligations, which shall be delivered to the Company by His Highness.

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ARTICLE 7.

That the exercise of powers over the said districts and farms, by virtue of the conditions mentioned in the fifth and sixth Articles, in case of failure in the payment of any of the said kists, shall not extend or be construed to extend to deprive His Highness the Nawab of the Carnatic, or his successors, of the civil government thereof, the credit of his family, or the dignity of his illustrious house, but that the same shall be preserved to him and them inviolate, saving and excepting the powers in the foregoing Articles expressed and mentioned.

ARTICLE 8.

That in the event of any war breaking out in the Carnatic or on the coast of Coromandel, the said United Company will charge themselves with the direction, order, and conduct thereof, and during the continuance of such war shall apply four-fifths of their whole revenues in the Carnatic and the Northern Circars annually to the military expenses of the war. To remove every doubt on the part of His Highness of any secretion or diversion of the said revenues from the purpose aforesaid, His Highness the Nawab of the Carnatic in behalf of himself, his heirs and successors, shall have full power and authority during such war to appoint one or more inspectors or accomptants to inspect and examine the cutcherry receipts of all the districts of the Company in the Carnatic and the Northern Circars, as well as the state of all the other revenues collected from the customs, from the zemindars and polygars tributary to the Company.

ARTICLE 9.

That in the like event His Highness the Nawab of the Carnatic, after deducting from the whole amount of his revenues 2,13,421 Pagodas annually for jaghires to the family of His Highness, and 21,366 Pagodas annually for charities, shall and will pay into the treasury of the said United Company four-fifths of his revenue to the general expense of such war, to be applied in such manner as the said United Company or their representatives shall find necessary for their common safety and interests, as also for the interests of their allies in the Carnatic and on the coast of Coromandel; and it is moreover agreed that

His Highness's proportion of the debts of the war will henceforth be settled at twenty-five fifty-one parts.

ARTICLE 10.

For the more effectual security of the payments of four-fifths of the revenues of His Highness annually to the military expenses of the war, and to remove every doubt on the part of the Company of any secretion or diversion of the said revenues from the purpose aforesaid, the President and Council of Fort St. George, in behalf of the Company, shall have full power and authority during such war to appoint one or more inspectors or accomptants to inspect and examine the cutcherry receipts of all the countries and districts of the Nawab, as well as the state of all the other revenues collected from the customs and from the zemindars and polygars tributaries to His Highness; and in case the said four-fifths of the revenues or any part thereof are diverted from the discharge of the current expenses of the war or the debts and expenses incurred thereby, the said United Company shall have full power to appoint superintendents and receivers over the said countries and districts of the Nawab in the manner specified in the fifth Article of this Treaty respecting the districts mentioned in Schedule No. 1, with the same authority and under the like restrictions and conditions expressed in case of failure.

ARTICLE 11.

That the said annual four-fifths, payable from the revenues of His Highness the Nawab of the Carnatic, shall, after the termination of the war, continue to be applied to the discharge of all debts and expenses that may be incurred or arise during the course of the war until his proportion of twenty-five fifty-one parts is paid off and discharged.

ARTICLE 12.

It is expressly understood and declared that so soon as the expenses incurred by the war are paid off and discharged, the superintendents and receivers shall be immediately recalled; and it is further expressly declared that the eleventh Article shall not have any retrospect to the expenses of any war antecedent to the date of this Treaty.

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ARTICLE 13.

That after the termination of such war and during the application of the said gross revenues to the debts and expenses thereof, the second, third, fourth, fifth, and sixth Articles of this Treaty shall be and remain dormant and be of no effect; but shall recommence and regain their full force and validity from and immediately after all the debts and expenses of such war have been fully and proportionally paid off and discharged.

ARTICLE 14.

In case His Highness shall at any time have occasion for any number of troops for the security and collection of his revenue, the support of his authority, or the good order and government of his dominions, the said United Company shall and will furnish a sufficient number of troops for that purpose on a public representation being made by His Highness to the President in Council of Fort St. George of the necessity of employing such a force and the objects to be attained thereby. In case of the march of such troops, the additional batta and expenses attending their movements will be annually discharged by His Highness at the end of each year.

ARTICLE 15.

Whenever the Company shall enter into any negociations wherein the interests of the Carnatic and its dependencies may be concerned, the President in Council of Fort St. George shall communicate the proceedings to His Highness the Nawab of the Carnatic as the firm ally of the Company; and although the direction of the combined force of the country is committed entirely to the Honourable Company or their representatives, it is nevertheless understood that His Highness shall be informed of all measures which shall relate to the declaring of war or making peace with any of the princes and powers of Hindostan, so far as the interests of the Carnatic may be immediately concerned therein, and the name of His Highness shall be inserted in all Treaties regarding the Carnatic, and His Highness will not enter into any political negociations or controversies with any State or power without the consent or approbation of the President in Council of Fort St. George.

ARTICLE 16.

Nothing in this Treaty contained shall be understood to injure the claim of His Highness the Nawab to the Tanjore country.

ARTICLE 17.

Should there be any essential failure in the crops in time of peace, owing to the want of rain or any other unforeseen calamity, a deduction shall be made in the Nawab's kists to the extent of the injury which the revenues may sustain, as shall be estimated and fixed on by the Governor in Council, to whom His Highness grants full power and authority to appoint one or more superintendents and accomptants to inspect and examine the cutcherry receipts of all the countries and districts of His Highness the Nawab of the Carnatic for the purpose of ascertaining the amount of such deduction, which is to be carried as a charge to the account current of His Highness.

ARTICLE 18.

It is hereby stipulated that the conditions mentioned in the Articles of agreement between the President and Council of Fort St. George and His Highness the Nawab, dated the 28th June 1785, for payment of four lakhs of Pagodas annually to the Honourable Company, shall be null and void, the same being comprehended and included in the conditions of the present Treaty.

ARTICLE 19.

It is further stipulated that the said Articles of agreement, dated the 28th June 1785, as far as relate to the discharge of the debts of His Highness the Nawab, shall be and continue in full force and virtue.

In confirmation of all the Articles in the preceding Treaty, the President and Council of Fort St. George, invested with full power on behalf of the India Company, have subscribed and sealed two instruments of the same tenor and date at Fort St. George on the 24th day of February in the year of the Christian era 1787; and His Highness the Nawab Wollau Jah, for himself, his heirs and successors,

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hath also subscribed and sealed the same instrument at Chepauk House the 5th day of the moon Jemadee in the year of the Hegira 1201.

(Signed) ARCHIBALD CAMPBELL.
" ALEXANDER DAVIDSON.
" JAMES HENRY CASAMAJOR.
" JOHN MACPHERSON.
" JOHN STABLES.
" JOHN CHAMIER, *Secretary.*
" CHARLES BONNY, *Secretary.*
" A. M. CAMPBELL, *Secy. to Govt.*

Schedule No. 1.

In the annexed Treaty referred to.

1. The district of Trivatoor with the villages Tremmanoor.
2. The district Ellengad, &c., consisting of twelve Magans.
3. The district of Uspoor with the villages of Oonummead.
4. The pergunnah of Tindavanam.
5. The pergunnah of the Cusbah of Verdaoor including nine mahals and Tervadee and Veedaoor and Vecramunnee and the talooka of Ahoalwallee.
13. The villages of Permatoor.
14. The talooka of Cannanore.
15. The pergunnah of the Havialee of Ternamel including the villages of Callispauk.
16. The villages of Adoormungah.
17. The pergunnah Paloor, &c.
18. The pergunnah of Chingum.
19. The pergunnah Talgoody, &c.
20. The pergunnah of Damarpauk.
21. The villages of Villapauk.
22. The villages of Mundial.
23. The talooka of Timmeree.
24. The villages of Chuckrauzpoor.
25. The pergunnah Cholingavaram with Tuckalum.
26. The villages of Chuckramullar with Mauteary.

27. The talooka Awaloor.
28. The talooka of Mealcharry.
29. The talooka of Vanlapundoil.
30. The pergunnah of Pourda, &c.
31. The talooka of Weapoor.
32. The villages of Coondapoor and Cawverypauck.
33. The pergunnah of Amboor.
34. Tulleput and Agraham.
35. Talook Alleanere.
36. Warriorepollam.
37. Vallicundapoor excepting the jaghire of Rajinguda.
38. The district of Sellembar, one mahal.
39. The district of Cartmanaurgoody exclusive of the jaghire, one mahal.
40. The district of Bhoowangerry, one mahal.
41. The district of Verdachel, &c.; five mahals.
42. The district of Vanelampeat and Feartnaggery, two mahals.
43. The district of Pudevear and Moolcaud, two mahals.
44. The district of Noonulgud, otherwise called Gingee, one mahal.
45. The district of Yeamputtoo and Pullygoondaput, one mahal.

The provinces of Trichinopoly,
Madura,
Augle, and
Palnaud.

It is stipulated and agreed at the time of executing this Treaty that the countries and districts in the above Schedule mentioned shall be answerable for any failure in the payment of the nine lakhs of Pagodas mentioned in the said Treaty; and in case they should not be adequate to the discharge of any failure when such may happen, it is stipulated that His Highness the Nawab shall name other districts to make good the deficiency; but if they exceed the amount of such failure that His Highness shall keep back districts to the amount of the same.

(Signed) ARCHIBALD CAMPBELL.
" ALEXANDER DAVIDSON.
" JAMES HENRY CASAMAJOR.

No. XLII.

TREATY between the HONOURABLE EAST INDIA COMPANY and the NAWAB OF ARCOT, July 1792.

Whereas a certain engagement, entered into between the Honourable English East India Company and His Highness the Nawab of the Carnatic, bearing date the 24th February 1787, for the purpose of cementing an everlasting friendship with each other, and of contributing mutually towards the defence of the Carnatic and countries dependent thereon, whereby it was stipulated that the said Company should maintain a military force, and that the said Nawab should pay annually a certain sum of money arising from the revenues of the Carnatic, and should furnish sufficient and satisfactory security, under certain conditions expressed in the said engagement, for the regular payment of the sum stipulated to the said Company: and whereas it appears by the representations of the said Nawab, contained in a certain letter addressed by him to the Governor General, &c., &c., dated the 18th of the month Shawal, 1206 Hegira (corresponding with the 9th June 1792), that the resources of the Carnatic are not competent to enable him to perform the stipulations in the said engagement; and whereas it further appears that the security which the said Nawab agreed in the above-mentioned engagement to furnish, for the due payment of the stipulated sum to the said Company, is in its nature inadequate to the end intended; and whereas certain agreements have also been entered into between the said Company and the said Nawab for the discharge of certain debts due by the said Nawab to private persons, it has been mutually agreed, in consequence of the above-written circumstances, that the engagement aforesaid shall henceforth be considered by the contracting parties as annulled, and no longer of effect or in force, and, in lieu thereof, the Right Honourable Charles Earl Cornwallis, Knight of the Most Noble Order of the Garter, Governor General, &c., &c., &c., invested with full powers on the part of the said Honourable English East India Company to direct and control the affairs of the said Company in the East Indies, in the name of and for the said Company, their heirs and successors, on one part, and the Nawab Wolau Jah Ummeer-ool-Hind Omdet-ool-Moolk Ausuph-ool-Dowlah Aneverdeen Khan Bahadoor Zaffer Jung Sippa Salar, Nawab of the Carnatic, in his own name, and for himself and his successor, his eldest son

Nawab Omdet-ool-Omrah Najun-ool-Moolk Assud-ool-Dowlah Hossein Ali Khan Bahadoor Zoolficar Jung, and his heirs and successors, on the other part, agree to the following Articles, which shall be binding on the respective contracting parties for the purposes contained therein, notwithstanding all or any of the conditions stipulated in the engagement dated the 24th February 1787 to the contrary.

ARTICLE 1.

The friends and enemies of either of the contracting parties shall be considered the friends and enemies of both.

ARTICLE 2.

In order to execute the foregoing Article in its full extent the Honourable English East India Company agree to maintain a military force, and the Nawab Wolau Jah Bahadoor agrees to contribute annually a certain sum of money, hereinafter mentioned, as his share of the expense of the said military force; the said Nawab further agreeing that the disposal of the said sum, together with the arrangement and employment of the troops supported by it, shall be left entirely to the said Company.

ARTICLE 3.

It is hereby also agreed, that for the further security and defence of the countries belonging and subject to the contracting parties in the Carnatic, &c., that all forts shall be garrisoned by the troops of the said Company: and in the event of war breaking out in the Carnatic and countries appertaining to either party, and dependent on the Carnatic or contiguous thereto, it is agreed, for the better prosecution of it, that as long as it should last the said Company shall possess full authority over the Carnatic (except the jaghires belonging to the family of the said Nawab, amounting to Star Pagodas 2,13,911, which, on condition of the good behaviour of the jaghiredars of the said jaghires, and of their fidelity to the said Nawab and to the said Company, shall be continued to them, subject to the pleasure of the said Nawab only, and except also certain charities, amounting to Star Pagodas 21,366, subject to the same conditions as are mentioned with respect to the jaghires) and

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shall collect the revenues thereof, the said Company hereby engaging that during such war they will pay to the said Nawab one-fifth share of the net revenue arising therefrom, and that at the conclusion of the war the Carnatic shall be restored to the said Nawab, except in certain cases which are hereinafter mentioned.

ARTICLE 4.

The Nawab Wolau Jah agrees to pay to the said Company, for the purpose of mutual defence, the sum of nine lakhs of Star Pagodas annually, as his share of the expense for the military force; and also in consequence of certain agreements entered into by him with the said Company, and guaranteed by the Parliament of Great Britain, for the purpose of liquidating certain debts due by the said Nawab, a further sum of 6,21,105 Star Pagodas annually, which further sum of 6,21,105 Star Pagodas shall cease on the full liquidation of the debts abovementioned, and the sum of 9,00,000 of Star Pagodas only shall continue to be paid by the said Nawab to the Company.

ARTICLE 5.

The said Nawab having agreed to pay the aggregate sum of 15,21,105 Star Pagodas, as mentioned in the fourth Article, determines that the tributes or peshcush payable by the polygars, as more particularly mentioned in the Schedule No. 1, hereunto annexed, shall be collected by the said Company, who agree to make the collection thereof at their own expense and risk, and that they will not increase the demand on the said polygars beyond the sum mentioned in the said Schedule, except in the case hereinafter mentioned, nor charge to the said Nawab either the expense attending the collection or any deficiencies that may arise thereon, but will give credit to the said Nawab annually for the aforesaid tributes or peshcush, in part payment of the sum of nine lakhs of Star Pagodas abovementioned, without any deduction whatever. Although the contracting parties have in the present instrument agreed that the sum of 2,64,704 Star Pagodas 20 Fanams 26 Cash be deducted from the sum of nine lakhs of Pagodas as the amount of the tributes or peshcush from the polygars; yet should it on future enquiry appear that the said polygars ought, by virtue of

any existing and lawful engagements, to pay a larger sum, it shall be demanded of them; and any addition that shall thus be made to the sums mentioned in the said Schedule shall be deducted from the sum of nine lakhs, in like manner with the sum of 2,64,704 Star Pagodas. 20 Fanams 26 Cash, and a similar deduction shall in consequence be made in the kistbundy hereinafter mentioned. It is however mutually aggreed that the diminution of this aggregate sum, which shall take place on the full liquidation of the debts, as specified in the fourth Article, shall make no change in this Article, which shall, notwithstanding such diminution, remain in full force.

ARTICLE 6.

The said Company, desirous of preserving the rights of sovereignty over the said polygars to the said Nawab, engage to the utmost of their power, and consistent with the realization of the tributes or peshcush from them, to enforce the allegiance and submission of the said polygars to the said Nawab, in customary ceremonies, and in furnishing the polygar peons, according to established custom, for the collection of the revenues, the support of government, and for the protection of the property of the inhabitants of the said Nawab's country, promising that all acts of authority shall be exercised, and all accounts of revenue (of which accounts the said Nawab, if he so wishes, shall be annually furnished with copies) shall bear his, the said Nawab's, name. For the better execution of this and the fifth Article, the said Nawab promises to furnish to the said Company, that is to say to their representatives, the President and Council of Fort St. George, the necessary orders, under his seal and signature, addressed to each polygar, and to the purport hereof, without delay.

ARTICLE 7.

After deducting from the abovementioned sum of nine lakhs of Star Pagodas, which forms a part of the aggregate sum of 15,21,105 Star Pagodas, mentioned in the fifth Article, the amount of the tributes or peshcush from the polygars, as specified in the Schedule No. 1, the said Nawab agrees to pay annually the remaining sum, being 6,35,295 Star Pagodas 15 Fanams 54 Cash, together with the further sum of

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6,21,105 Star Pagodas for the purpose mentioned in the fourth Article, making the sum of 12,56,400 Star Pagodas 15 Fanams 54 Cash, at the following periods :—

On the 1st September	...	...	1,00,000	0 0
„ 1st October ...	...	...	1,00,000	0 0
„ 1st November ...	...	...	1,00,000	0 0
„ 1st December ...	...	...	1,00,000	0 0
„ 1st January ...	...	...	1,00,000	0 0
„ 1st February ...	...	...	1,00,000	0 0
„ 1st March ...	...	...	1,50,000	0 0
„ 1st April ...	...	...	1,50,000	0 0
„ 1st May ...	...	...	2,00,000	0 0
„ 1st June ...	...	...	1,56,400	15 54
		Star Pagodas ...	12,56,400	15 54

And it is mutually agreed that on the full liquidation of the debts before mentioned, when the payment of the sum of Star Pagodas 6,21,105 shall cease, by virtue of the fourth Article a reduction in equal proportion shall take place in the above instalments.

ARTICLE 8.

The said Nawab engages to make good to the said Company the payments of the sums, according to the instalments of kistbundy contained in the seventh Article; and if, contrary to his sincere intentions and exertions, any of the said sums shall not be fully paid at the expiration of fifteen days from the time limited, in that case the said Nawab agrees that the said Company shall assume the management of and make the collection of the revenues from the districts mentioned in the Schedule No. 2, hereunto annexed, according to the following conditions: and for this the present engagement shall be considered sufficient authority, the said Company, through their President and Council at Fort St. George, giving immediate and explicit information, according to the tenor thereof, to the said Nawab, who shall, on the arrival of the Company's officers in the said district, recall all his officers, except one in each district, which officers shall remain at the sudder cutcherry, and shall be furnished annually, by the officer of the said Company, with copies of sudder cutcherry accounts, of the gross collections; and of the

net receipts, under the attestation of the officer of the said Company, and of the sudder omlah of the district.

First.—The said Company shall assume the management of such district or districts, the revenues of which, after deducting the charges of collections, shall equal the amount of the kist which shall have fallen in arrear.

Second.—The said Company agree that a deduction shall take place proportionably from the amount of each of the ten kists abovementioned, equal to the amount of the net revenue of the district or districts which shall have been assumed as above, such deduction commencing from the day that the assumption shall take place. It is also mutually agreed that an account, called "Balance Account," shall be immediately opened for this and other purposes hereinafter mentioned, bearing an interest of eight per cent. per annum, between the said Nawab and the said Company, in which the said Nawab shall be debited for the balance accrued in his above stipulated payments, and also for the amount deducted, as above, from the ten kists, and shall be credited for the net revenue collected from the said district or districts, the said Company continuing to exercise authority in, and to make the collections from the same, until, in consequence of the full liquidation of the debts and diminution of the annual sum to be for that purpose paid by the Nawab to the said Company, according to the fourth Article, the said balance account shall be equal on the debit and credit side, and nothing shall remain due to the said Company, then the said district or districts shall revert to the management of the said Nawab.

Third.—Whenever the said district or districts, thus assumed, shall be restored, according to the above condition, it is agreed that, in case of any of the kists for the sum remaining (after the deduction of the sum of 6,35,21,105 Star Pagodas, that is to say, for the sum of 6,35,295 Star Pagodas 15 Fanams 54 Cash) be not paid fifteen days after the expiration of the time limited, the said Company

shall possess equal power to assume the districts mentioned in the said Schedule, No. 2, as in the first instance, and shall accordingly assume such district or districts, the revenues of which, after deducting the charges of collection, shall equal the amount of the kist which shall have fallen in arrear, from which they shall realize the balance that shall have arisen from the payment of the kists, and shall give credit to the said Nawab for the surplus and subsequent net revenues, in part payment of the sum of 6,35,295 Star Pagodas 15 Fanams 54 Cash; and in this case the management of the district or districts thus assumed shall for ever continue in the possession of the said Company, any thing contained in the third Article of the present engagement to the contrary notwithstanding, and the said Company agree to give the Nawab credit for the revenue arising therefrom.

Fourth.—In order to prevent any loss arising to either party from this measure, it is mutually agreed that the district or districts which shall thus be assumed by the said Company, shall be entire, as mentioned in the said Schedule, and not parts of districts.

Fifth.—In consequence of this measure, whereby the districts mentioned in the Schedule No. 2 become responsible for any arrears that may accrue in the payment of the above stipulated kists, the said Nawab agrees that he will not grant tunkaws, or assignments, on any account, on the revenues thereof; and if, contrary to this condition, any tunkaw or assignments should exist, where the said districts or any of them shall be assumed by the said Company, such tunkaws or assignments shall be declared by the said Company and the said Nawab to be of no value, nor shall they remain in effect.

Sixth.—It is agreed between the contracting parties that the above described balance account shall be annually adjusted, and a Committee, consisting of four respectable and capable persons, of which two shall be nominated by the said

Company and two by the said Nawab, shall assemble, on the 1st day of August of every year, commencing with 1793, for the purpose of adjusting and drawing out a fair and equitable statement thereof.

ARTICLE 9.

In case the said Nawab shall at any time have occasion for any number of troops for the collection of his revenues, the support of his authority, or the good order and government of his country, the said Company agree to furnish a sufficient number of troops for that purpose, on public representation being made by the said Nawab to the President and Council of Fort St. George, of the necessity of employing such troops, and of the objects to be obtained thereby; and the said Nawab agrees to defray the additional expense of such troops so long as they may be employed at his request, this additional expense being the sum over and above the expense of such troops while in garrison or at fixed quarters: and it shall be at the option of the said Nawab to reimburse the said surplus expense, either on the conclusion of the service on which such troops may have been employed, in money, or to add it to the debit side of the account called balance account, as more particularly explained in the second condition of the eighth Article.

ARTICLE 10.

The said Nawab shall receive regular information of any negociation which shall relate to declaring war or making peace, wherein the said Company may engage, and the interests of the Carnatic and its dependencies may be concerned; and the said Nawab shall be considered as an ally of the said Company in all Treaties which shall in any respect affect the Carnatic and countries depending thereon, or belong to either of the contracting parties contiguous thereto: and the said Nawab agrees that he will not enter into any negociation or political correspondence with any European or Native power without the consent of the said Company.

This Treaty, consisting of ten Articles, and having two Schedules annexed thereto, marked No. 1 and No. 2, shall be in force and have effect, from 12th day of July, 1792 (corresponding with the 22nd

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day of the month Zekaida, 1206 Hegira); and the contracting parties having affixed their respective seals and signatures to two counterparts, on the dates undermentioned, that is to say, the Right Honourable Charles Earl Cornwallis, K. G., Governor General, &c., &c., &c., shall affix his seal and signature to one counterpart, on the part of the Honourable English East India Company, and the Nawab Wolau Jah Bahadoor, Nawab of the Carnatic, shall affix his seal and signature to another counterpart, shall be exchanged.

Signed and sealed at Chepauk House, this 22nd day of Zekaida, 1306, and 12th day of July, 1792.

Schedule No. 1.

List of Polygars with the amount of their respective Tributes or Peshcush, as mentioned and referred to in fifth Article of the accompanying Treaty, in force from the 12th day of July, 1792, corresponding with the 22nd day of Zekaida, 1206 Hegira.

			Star Pagodas.	F.	C.
Camar Yackum Naigh ...	Vencategherry ...	.....	21,673	10	64
Vencataput Naigh ...	Caleshe ...	.....	10,775	0	0
Juppaty Rammanaud ...	Sydapoor, Madras Pagodas	6,000 0			
			6,600	0	0
Bonnawse ...	...	.....	32,586	9	0
Princewas Row ...	Arnee ... Rupees	10,000 0			
			2,857	5	11
Butchey Naigh ...	Marangapoory ...	12,093 12			
Lingama Naigh ...	Nallum ...	8,598 12			
Zongama Naigh ...	Comavandy ...	10,483 12			
Saumy Naigh ...	Ramgunny ...	11,731 4			
Mootea Naigh ...	Petta Molingy ...	9,556 4			
Combia Naigh ...	Venamatapotam ...	6,400 0			
Bosamopa Naigh ...	Youmula ...	642 2			
	Rupees	60,503 14	16,154	26	20
Maduram Sing Pettaputty Ramnautporam ...	...	.....	62,857	5	11
	Carried over	.....	1,53,503	20	26

				Star Pagodas.	F.	C.
	Brought forward	.....		1,53,503	20	26
Warriar Tarver, Mapilla, in the room of the Rance and infant heirs of ...	Shevegungo ...	.....		50,000	0	0
Polygars of the District ...	Madura ...	.....		3,751	0	0
Varayoo Narama Vunnyam	Shevigerny ...	11,176	0			
Yesrapa Naik ...	Ellaporam ...	11,176	0			
Madurapah Taven ...	Wootamaly ...	8,128	0			
Coolava Taven ...	Nadoorvarcoocky ...	1,574	8			
Indera Talwen ...	Talwencotta ...	609	6			
Saule Talewen ...	Soumden ...	508	0			
Tady Talewen ...	Candombar ...	1,016	0			
Nulla Cooty ...	Lingumputty ...	314	0			
Chaturoyen ...	Woorcad ...	304	8			
Choca Tulevan ...	Maucuhy ...	1,016	0			
Cataboon Naigh ...	Pandlem Courchy ...	11,176	0			
Audrooconda Vunnyan ...	Edyarumpuny ...	6,096	0			
Numja Naigh ...	Malemondy ...	1,016	0			
Erapa Naigh ...	Negataporam ...	6,604	0			
Sevemaul Naigh ...	Caudelloody ...	1,320	8			
Pedenna Naigh ...	Attenghery ...	1,727	2			
Chinnum Naigh ...	Munnarcotta ...	2,540	0			
Avalapa Naigh ...	Pawaly ...	1,168	4			
Reddy Cody Vunnyan ...	Aligoopoory ...	108	7			
Geokillapa Naigh ...	Gettaputty ...	1,168	5			
Colingada Gundon ...	Callarputty ...	6,604	0			
Chinnamunga Tavers ...	Chocumputta ...	6,604	0			
Comur Naigh ...	Saupetoor ...	5,791	2			
Golapa Naigh ...	Laudioor ...	1,930	4			
Ena Chinnama Naigh ...	Zelmuny ...	1,016	0			
Tottapo Naigh ...	Chinnulgoody ...	1,696	5			
Annechy Naigh ...	Colatoor ...	1,016	0			
Tomichy Naigh ...	Parvar ...	3,332	5			
Tripennada Tawen ...	Shatoor ...	5,080	0			
Paule Taleran ...	Ovideahporam ...	1,224	3			
Vanda Tawen ...	Gollingundon ...	365	8			
		Chuckrums	1,03,409	5	57,450	0 0
		Total Star Pagodas ...			2,64,704	20 26

Signed and sealed at Chepauk House, this

Signed and sealed at Fort William in Bengal, this

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Schedule No. 2.

Nos. XLII. & XLIII.

List of the districts with the amount of the net revenues from each, at which they shall be estimated and assumed, according to the eighth Article of the accompanying Treaty, in force from the 12th July, 1792 (corresponding with the 22nd Zekaida, 1206 Hegira).

Tinnevelly	Net Revenue		4,06,508
Madura	„		64,945
Trichinopoly including Warriore, Pollom, and Arrialore	„		2,51,139
Nellore	„		3,31,783
Ongole	„		93,334
Pulnaud	„		24,657
Northern Division of the Arcot Province ...	„		1,69,404
	Star Pagodas		13,41,770

By the first condition of the eighth Article of the said Treaty it is agreed that the said Company shall assume the management of such district or districts, the revenue of which, after deducting the charges of collection, shall equal the amount of the kist which shall have fallen in arrear; the said Company, therefore, by virtue of this condition, shall assume a district or districts from among the abovenamed, the net revenue of which shall be as near as possible equal to the amount of the kist which shall have fallen in arrears.

Signed and sealed at Chepauk House, this

Signed and sealed at Fort William in Bengal, this

No. XLIII.

ARTICLES of AGREEMENT for the adjustment of the Desh Cavelly and Talem Cavelly of the province of Tinnevelly, 1800.

Whereas the polygars and cavilcarrahs of the province of Tinnevelly have been subjected to the exclusive authority of the Honourable Company; and whereas the performance of the duties and the collection of the fees attached to the offices of Desh Cavelly and Talem Cavelly within the districts still subject to the authority of His Highness the

Nawab of the Carnatic in the said province of Tinnevelly have been attended with inconvenience to the executive government of His said Highness in the said province; and whereas it is the earnest desire of the Right Honourable Edward Lord Clive, Governor of Fort St. George, &c., to comply with the wishes of His said Highness for promoting the welfare and tranquillity of his possessions in the province of Tinnevelly; it is mutually agreed between His said Highness the Nawab of the Carnatic, &c., and the said Right Honourable Edward Lord Clive, &c., that the right of collecting Desh Cavelly and Talem Cavelly, in villages now subject to the government of His said Highness, shall be entirely relinquished by the cavilcarrahs now subject to the authority of the Company, the said Lord Clive taking on himself to make compensation to the said cavilcarrahs for the losses which they will in consequence sustain.

In consideration whereof, the Nawab of the Carnatic, &c., agrees to relinquish all claims to the performance of the watching duties, and to compensation for theft or losses in the villages situated as abovementioned; and His said Highness further agrees to make full compensation to be regularly paid in ready money at the Company's treasury for the amount of the actual loss sustained by the Company by relinquishing the cavelly fees.

It is further mutually agreed that the accounts of the cavelly fees shall, with all convenient expedition, be investigated, to the end that, after deducting the amount of the charges of collecting the said fees as well as of the losses incidental to the performance of the watching duties within the villages subject to His Highness the Nawab, the residue may be paid by His Highness to the Company, being the acknowledged and ancient right of the polygars and cavilcarrahs transferred by the Treaty of 1792 to the authority of the Company. But whereas this investigation will be attended with delay and injury to the said Nawab of the Carnatic, it is agreed that immediate orders shall be sent by the said Edward Lord Clive to the Company's collector of polygar peshcush for discontinuing the collection of cavelly fees in the villages above described to be under the authority of His said Highness, His said Highness binding himself in consequence to pay the amount which the said Lord Clive on a just consideration of the Company's revenue

CARNATIC. accounts shall determine to be a just compensation for relinquishing the
Nos. XLIII. & XLIV. cavelly fees.

Done in Fort St. George, this 26th day of August, 1800, by order of the Right Honourable the Governor in Council.

(Signed) J. WEBBE,
Chief Secretary to Government.

No. XLIV.

TREATY with AZEEM-OOL-DOWLAH, 1801.

TREATY for settling the succession to the soubadarry of the territories of Arcot, and for vesting the administration of the civil and military government of the Carnatic Payen Ghat in the United Company of Merchants of England trading to the East Indies.

Whereas the several Treaties which have been concluded between the United Company of Merchants of England trading to the East Indies, and their Highnesses heretofore Nawabs of the Carnatic, have been intended to cement and identify the interests of the contracting parties; and whereas, in conformity to the spirit of the alliance, the said Company did, by the Treaty concluded on the 12th July, 1792, with the late Nawab Wolau Jah, relinquish extensive pecuniary advantages, acquired by the previous Treaty of 1787, with the view and on the consideration of establishing a more adequate security for the interests of the British Government in the Carnatic; and whereas subsequent experience has proved that the intention of the contracting parties has not been fulfilled by the provisions of any of the Treaties heretofore concluded between them; and whereas the musnud of the soubadarry of Arcot having become vacant, the Prince Azeem-ool-Dowlah Bahadoor has been established by the English East India Company in the rank, property, and possessions of his ancestors, heretofore Nawabs of the Carnatic; and whereas the said Company and His Highness the said Prince Azeem-ool-Dowlah Bahadoor have judged it expedient that additional provisions should at this time be made for the purpose of supplying the defects of all former engagements, and of establishing the connection between

the said contracting parties on a permanent basis of security, in all times to come; wherefore the following Treaty is now established and concluded by the Right Honourable Edward Lord Clive, Governor in Council of Fort St. George, by and with the sanction and authority of His Excellency the Most Noble the Marquis Wellesley, K. P., Governor General in Council of all the British possessions in the East Indies, on behalf of the said United Company, on the one part, and by His Highness the Nawab Wolau Jah Ummeer-ool-Dowlah Madar-ool-Moolk Ummeer-ool-Hind Azeem-ool-Dowlah Bahadoor Showkut Jung Sippa Salar, Nawab Soubadar of the Carnatic, on his own behalf, on the other part, for settling the succession to the soubadarry of the territories of Arcot, and for vesting the administration of the civil and military government of the Carnatic in the United Company of Merchants of England trading to the East Indies.

ARTICLE 1.

The Nawab Azeem-ool-Dowlah Bahadoor is hereby formally established in the state and rank, with the dignities dependent thereon, of his ancestors, heretofore Nawabs of the Carnatic, and the possession thereof is hereby guaranteed by the Honourable East India Company to His said Highness Azeem-ool-Dowlah Bahadoor, who has accordingly succeeded to the soubadarry of the territories of Arcot.

ARTICLE 2.

Such parts of the Treaties heretofore concluded between the said East India Company and their Highnesses, heretofore Nawabs of the Carnatic, as are calculated to strengthen the alliance, to cement the friendship, and to identify the interests of the contracting parties, are hereby renewed and confirmed, and accordingly the friends or enemies of either are the friends and enemies of both parties.

ARTICLE 3.

The Honourable Company hereby charges itself with the maintenance and support of the military force necessary for the defence of the Carnatic, and for the protection of the rights, person, and property of

CARNATIC. No. XLIV.

the said Nawab Azeem-ool-Dowlah Bahadoor; and with the view of reviving the fundamental principles of the alliance between his ancestors and the English nation, the said Nawab Azeem-ool-Dowlah stipulates and agrees that he will not enter upon any negociation or correspondence with any European or Native power, without the knowledge and consent of the said English Company.

ARTICLE 4.

It is hereby stipulated and agreed that the sole and exclusive administration of the civil and military governments of all the territories and dependencies of the Carnatic Payen Ghat, together with the full and exclusive right to the revenues thereof (with the exception of such portion of the said revenues as shall be appropriated for the maintenance of the said Nawab and for the support of his dignity) shall be for ever vested in the said English Company; and the said Company shall accordingly possess the sole power and authority of constituting and appointing, without any interference on the part of the said Nawab, all officers for the collection of the revenues, and of establishing Courts for the administration of civil and criminal judicature.

ARTICLE 5.

It is hereby stipulated and agreed that one-fifth part of the net revenues of the Carnatic shall be annually allotted for the maintenance and support of the said Nawab and of his own immediate family, including the mahal of His late Highness the Ummeer-ool-Omrah. The said fifth part shall be paid by the Company, in monthly instalments of twelve thousand Star Pagodas; and whatever circumstance may occur affecting the net revenues of the Carnatic, the said instalments shall not be less than twelve thousand Star Pagodas. Whatever balance of the said fifth part may remain due at the expiration of each year, shall be liquidated upon the settlement of the accounts, and the said fifth part shall be at the free disposal of the said Nawab, consistently with the principles of the said alliance.

ARTICLE 6.

The fifth part of the revenues, as stated in the preceding Article, shall be calculated and determined in the following manner, *viz.*, all

charges of every description incurred in the collection of the revenues, the amount of the jaghire lands, stated in the ninth Article in the Treaty of 1787 at Star Pagodas 2,13,421, and the sum of Pagodas 6,21,105, appropriable to the liquidation of the debts of the late Mahomed Ali, shall, in the first instance, be deducted from the revenues of the Carnatic; and after the deduction of those three items shall have been made, one-fifth part of the remaining net revenue (including the polygar peshcush, which shall always be calculated at the sum of 2,64,704 Star Pagodas 20 Fanams 26 Cash, according to the Treaty of 1792) shall be allotted for the maintenance of the said Nawab, and for the support of His Highness's dignity.

ARTICLE 7.

Whereas it was stipulated by the fourth Article of the Treaty of 1792 that the sum of six lakhs twenty-one thousand one hundred and five Star Pagodas should annually be applied to the discharge of certain registered debts due by the late Nawab Mahomed Ali to his private creditors, under agreements concluded between His Highness and the Honourable Company, and guaranteed by the Parliament of Great Britain, until the said registered debt should be liquidated; the Honourable English Company accordingly hereby charges itself with the annual payment of 6,21,105 Pagodas from the revenues of the Carnatic, until the remainder of the said registered debt shall be liquidated.

ARTICLE 8.

Whereas certain debts are due to the said Company by the ancestors of the said Nawab, and whereas it is expedient, in order that the present Treaty may include a complete arrangement of all affairs depending between the said Company and the said Nawab, that an adjustment should be made of the aforementioned debts, wherefore the said Nawab formally and explicitly acknowledges the debt, commonly called the cavalry loan, amounting, with its interest, to 13,24,342 Star Pagodas 6 Fanams 47 Cash, and also the portion of the registered debt heretofore paid by the said Company to the creditors of the late Nawab Wolau Jah (according to the annexed Schedule) to be just debts; and whereas, exclusively of the above-mentioned debts, other unadjusted debts also

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remain, which were referred to the adjustment and decision of the Governor General in Council of Bengal; and whereas the said unadjusted debts have not been determined according to that intention, the said Nawab hereby engages that whenever the said determination shall be made, His Highness will acknowledge to be a just debt the amount of the balance which shall be so declared to be due to the said Company. It is not however the intention of this Article to cause any diminution from the fifth part payable to the said Nawab, but, on the contrary, it is specified that no deduction shall be made from the revenue, on any account whatever, excepting the three items stated in the sixth Article, previously to the determination of His Highness's proportion.

ARTICLE 9.

The English Company engages to take into consideration the actual situation of the families of their Highnesses the late Nawabs Wolau Jah and Omdet-ool-Omrah Bahadoor, as well as the situation of the principal officers of His late Highness's government; and the British Government shall charge itself with the expense (chargeable on the revenues of the Carnatic) of a suitable provision for their respective maintenance. The amount of the above-mentioned expenses, to be defrayed by the Company, shall be distributed, with the knowledge of the said Nawab, in such manner as shall be judged proper.

ARTICLE 10.

The said Nawab Azeem-ool-Dowlah Bahadoor shall, in all places, on all occasions, and at all times, be treated with the respect and attention due to His Highness's rank and situation, as an ally of the British Government, and a suitable guard shall be appointed from the Company's troops for the protection of His said Highness's person and palace.

ARTICLE 11.

The entire defence of the Carnatic against foreign enemies, and the maintenance of the internal tranquillity and police of the country, having been hereby transferred to the British Government, His said Highness engages not to entertain or employ in his service any armed men without the consent of the British Government, who will fix, in

concert with His Highness, the number of armed men necessary to be retained for purposes of state. Such armed men as His Highness may, in consequence of this Article, engage in his service, shall be paid at the exclusive cost and charge of the said Nawab.

ARTICLE 12.

The Honourable East India Company shall, in conformity to the stipulations of this Treaty, enter upon the exclusive administration of the civil and military government of the Carnatic, on the 31st day of July, 1801; and His said Highness the Nawab shall issue orders to all his civil and military officers, to transfer the district or districts under their respective charge to such persons as shall be appointed by the said Company to manage the said districts, and also to deliver to the persons appointed all records, accounts, and official papers belonging to their respective cutcherries or offices.

This Treaty, bearing date the 31st day of July, Anno Domini 1801, and consisting of twelve Articles, having been executed by Edward Lord Clive, Governor in Council aforesaid, on the one part, and His Highness Azeem-ool-Dowlah Bahadoor on the other part, is hereby mutually interchanged, the said Edward Lord Clive engaging that a copy of the said Treaty shall be transmitted to Fort William, for the purpose of being ratified by His Excellency the Most Noble the Marquis Wellesley, K. P., Governor General in Council, and that, as soon as the ratified Treaty shall be received from Bengal, it shall be delivered to His said Highness, who will then return to His Lordship the copy which he now receives.

(Signed) CLIVE.
„ J. STUART.
„ WILLIAM PETRIE.
„ E. W. FALLOFIELD,

By the Right Honourable the Governor in Council.

(Signed) J. WEBBE,
Chief Secretary to Government.

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No. XLIV.

Schedule.

Of the Account referred to in the eighth Article of this Treaty.

Amount paid by the Company to His Highness the Nawab's creditors on account of his consolidated debt of 1,777 ...Star Pagodas		26,47,381
Deduct		
Receipts of revenue from the Carnatic surplus to the fixed military subsidy, in the Fusly years 1200 and 1201 ...	8,29,481	
Interest at six per cent. for four years and a half	2,23,960	
		10,53,441
Balance due by the Nawab ...		15,93,940
Add		
Interest for four years and eleven months, at six per cent.		4,70,211
Actual Balance, Star Pagodas ...		20,64,151

(Signed) CLIVE.
„ J. STUART.
„ WILLIAM PETRIE.
„ E. W. FALLOFIELD.

By the Right Honourable the Governor in Council.

(Signed) J. WEBBE,
Chief Secretary to Government.

Separate Explanatory Articles.

Separate Explanatory Articles annexed to the Treaty for settling the succession to the soubadarry of the territories of Arcot and for vesting the administration of the civil and military government of the Carnatic Payen Ghat in the United Company of Merchants of England trading to the East Indies.

Article 1.

Whereas it is stipulated by the fifth Article of the Treaty that the sum to be appropriated to the support of the dignity of His Highness the Nawab Azeem-ool-Dowlah Bahadoor shall be calculated at one-fifth part of the net revenues of the Carnatic, and whereas the improvement of the said revenues which, under Providence, may be expected to arise from the effects of the present arrangement, may render the said fifth part greater than will be necessary to the purposes intended by the contracting parties, it is hereby explained, for the better understanding of the 5th Article of the Treaty, that whenever the whole net revenue of the Carnatic, including the sums to be deducted, according to the sixth Article of the Treaty, shall exceed the sum of twenty-five lakhs of Star Pagodas, then in that case the fifth part of such surplus shall be applied to the repair of fortifications, to the establishment of a separate fund for the eventual exigencies of war, or to the military defence of the Carnatic, in such manner as may be determined by the Governor in Council of Fort St. George, after previous communication to His Highness the Nawab Azeem-ool-Dowlah.

Article 2.

Whereas it is stipulated in the sixth Article of the Treaty that the sum of 2,13,421 Pagodas on account of jaghires, and the sum of 6,21,105 Pagodas on account of the private debts of the Nawab Mahomed Ali, shall be deducted from the amount of the net revenue, previously to the determination of the proportion to be paid to His Highness the Nawab, it is nevertheless hereby explained that it shall not be incumbent on the Honourable Company to appropriate lands yielding a revenue to the said amount of 2,13,421 Pagodas, but that the said Company shall be at liberty to exercise its discretion in the mode and in the extent of the provisions to be made, according to the ninth Article of the

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Treaty, for the support of the family and principal officers of the Nawab Mahomed Ali and of the Nawab Omdet-ool-Omrah. And it is farther explained that, notwithstanding the liquidation of the private debt of the Nawab Mahomed Ali, or of the debt due to the Honourable Company, the said sum of 6,21,105 Pagodas shall always be deducted from the net revenue, and shall in no case be included in the net revenue previously to the determination of the share to be allotted to His Highness the Nawab Azeem-ool-Dowlah Bahadoor, it being the intention of the contracting parties that the said sum of 2,13,421 Pagodas, and the said sum of 6,21,105 Pagodas shall be considered to be permanent deductions, in all times to come, from the revenue of the Carnatic.

(Signed) CLIVE.
„ J. STUART.
„ W. PETRIE.
„ E. W. FALLOFIELD.

By the Right Honourable the Governor General in Council.

(Signed) J. WEBBE,
Chief Secretary to Government.

TANJORE.

In the time of Aurungzeb, the Hindoo Rajahs of Tanjore were dispossessed of their territories by Yekojee, uncle of Sevajee the founder of the Mahratta power, who transmitted the State to his posterity. During the early wars between the English and French, the power in Tanjore was held by Pertab Sing, of illegitimate birth, who had dispossessed his brother Sahojee, the legitimate successor to the State. Tanjore had never been actually incorporated with the Carnatic, but it had from time to time paid tribute when hard pressed by the Nawab. In 1762 when, in consequence of the war with the French, the finances of the Nawab of the Carnatic were at a low ebb, the Nawab claimed large arrears of tribute, and applied to the English for assistance to reduce the Rajah. Military aid was refused, but through the mediation (No. XLV.) of the Madras Government the Rajah agreed to pay to the Nawab twenty-two lakhs of Rupees as arrears and thereafter a fixed tribute of four lakhs annually.

In 1771 the Rajah of Tanjore, Tooljajee son of Pertab Sing, prepared an expedition against the Poligar of Ramnad, a dependant of the Carnatic, to recover some districts which he said had been wrested from him in 1763. Mediation failed, and at the request of the Nawab a force was sent to punish the Rajah. During the hostilities however the son of the Nawab concluded a Treaty of Peace (No. XLVI.) with the Rajah without the knowledge or consent of the English, by which the Rajah bound himself to pay eight lakhs of arrears of tribute and thirty-two and a half lakhs as the expenses of the expedition, and to furnish the Nawab with troops in time of war. The clandestine conclusion of this engagement was condemned by the Madras Government; and as the

TANJORE.

Rajah failed to perform its terms, the renewal of hostilities was threatened unless the Rajah gave up the fort of Vellum and the districts of Coiladdy and Elangar.

The Rajah of Tanjore again fell into arrears in 1737, and was believed to be intriguing with Hyder Ali and the Mahrattas for a supply of troops. His position in the country, to the defences of which he contributed nothing, was felt to be a source of constant danger, and it was therefore determined to take the opportunity, while enforcing the Nawab's claims entirely to reduce him. Tanjore was taken on 16th September 1773, and the Rajah and his family were made prisoners in the fort. The Court of Directors entirely disapproved of this expedition against Tanjore and directed the restoration of the Rajah. In consequence of these orders and notwithstanding the remonstrances of the Nawab of the Carnatic, the Rajah was restored on 11th April 1776, and a Treaty (No. XLVII.) was concluded with him, by which he bound himself to do nothing contrary to the Company's interests, to receive English troops for the protection of his country, to contribute four lakhs of Pagodas towards military expenses, and to grant to the Company two hundred and seventy-seven villages.

Tooljajee died in 1787 and was succeeded by his half-brother, Ameer Sing, with whom a new Treaty (No. XLVIII.) was concluded on the same principles as that which was concluded in the same year with the Nawab of the Carnatic, *viz.*, that the Rajah should contribute towards the peace establishment two-fifths of his revenues with territorial security for punctual payment; that in time of war the contribution should be doubled; that he should pay a further sum of three lakhs of Pagodas a year for the liquidation of his debts to the Nawab and to his private creditors; and that he should pay to the British Government the tribute ceded to them by the Nawab of the Carnatic. After the close of the war with Tippoo another Treaty (No. XLIX.) was made with Ameer Sing on 12th July 1792, almost in the same terms as the Treaty of the same date concluded with the Nawab of the Carnatic.

Before his death Tooljajee had adopted Serfojee as his son, and committed him to the care of Ameer Sing. The adoption was disputed on three grounds, the imbecile state of Tooljajee's mind, the age of

the boy, and his being an only son,—circumstances which were held to invalidate the adoption. Consequently the adoption was cancelled, and Ameer Sing was recognized as successor to the State. Serfojee however appealed, and as the best legal authorities were, on further enquiry, found to be in favor of his claim, Ameer Sing was deposed and Serfojee acknowledged in his stead. On his accession a Treaty (No. L.) was made with him, by which he resigned the administration into the hands of the British Government and received a provision of one lakh of Pagodas and one-fifth of the net revenues. A pension of 25,000 Pagodas was granted to Ameer Sing. The deposed Rajah died in 1802.

Political relations with Serfojee continued unchanged during his life-time. By the Treaty of 1799 no sovereign authority was left to him except in the fort of Tanjore and its immediate vicinity, subject to the control of the British Government. Serfojee died in 1832 and was succeeded by his only son Sevajee, on whose death in 1855 without male heirs, direct or collateral, the titular dignity became extinct.

Besides the territory ceded under the Treaty of 1799 and Devicottah, which was ceded by Pertab Sing, there are several British districts which originally formed part of the Tanjore State. Negapatam and Nagore which were taken from the Portuguese by the Dutch in 1660 were annexed to the British dominions in 1781. Tranquebar which was purchased by the Danes was ceded* by them to the British in 1845. The French settlement of Karikal was purchased from Tanjore in 1739.

No. XLV.

A TREATY and AGREEMENT made and concluded between OMDET-OOL-MOOLK SERAJ-OOL-DOWLAH ANEVERDEEN KHAN BAHADOOR MOONSOOR JUNG, Nawab of the Carnatic Payen Ghat, and PERTAB SING, Rajah of Tanjore, in manner following:—

Whereas a destructive war, fomented and carried on by the French and their allies against the said Nawab, hath for many years last past

* See Volume I., page 70.

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No. XLV.

wasted and afflicted the province of the Carnatic Payen Ghat, in which war the said Nawab Aneverdeen Khan Bahadoor hath at length with the assistance of his allies proved victorious, and restored peace and tranquillity to the said province; and whereas at sundry times during the said troubles the said Rajah Pertab Sing did yield some aid and assistance to the said Nawab Aneverdeen Khan whereby, as well as by the necessary defence of his own kingdom against the French, he hath been put to great expense; and whereas by reason of the said troubles neither the amount of peshcush due from the said Rajah to the Mogul and payable to the Nawab of the Carnatic, nor the amount of the expenses of the said Rajah incurred as aforesaid have been settled or adjusted: but now it having pleased God to restore peace to these countries by the expulsion of the common enemy, the said Nawab and the said Rajah, being equally desirous that the people whom God hath placed under their rule may enjoy the full fruits thereof, have mutually consented to establish a firm friendship between them, and to that end they have agreed and do agree to settle and adjust all accounts and matters of dispute between them in manner following, and they do faithfully promise each for what concerns himself punctually to perform the same.

1. The said Rajah Pertab Sing doth hereby oblige himself to pay unto the said Nawab Aneverdeen Khan Bahadoor the sum of twenty-two lakhs of Rupees coined in the English East India Company's mint at Fort St. George, or the value thereof in Star Pagodas coined in the said mint, valuing the said Rupees at the rate of 350 for 100 Pagodas at the times and in manner following that is to say:—

On the day of signing this agreement by the said Pertab Sing three lakhs of Rupees ...	3,00,000
In the month of April 1763 five lakhs of Rupees ...	5,00,000
„ November 1763 five lakhs of Rupees	5,00,000
„ April 1764 five lakhs of Rupees ...	5,00,000
„ August 1764 four lakhs of Rupees...	4,00,000
In all Rupees ...	22,00,000

And the said Nawab Aneverdeen Khan Bahadoor doth agree to accept of the said twenty-two lakhs of Rupees in full payment and

satisfaction for or on account of peshcush and in full of all accounts and demands whatsoever unto the 10th day of July last past, being the full term and expiration of the year of Phasely 1171.

2. The said Rajah Pertab Sing doth hereby oblige himself to pay yearly in the month of July unto the said Nawab Aneverdeen Khan Bahadoor or his successor the sum of two lakhs of Rupees as a peshcush or tribute to the Mogul; and forasmuch as it hath been the usage and custom to make certain presents to the Nawab and his principal officers at the time of paying the annual peshcush, the said Rajah doth promise to pay yearly to the said Nawab or his successors (at the day and time of paying the said peshcush) the further sum of two lakhs of Rupees as a present, provided that no further sum either for peshcush or durbar charges be demanded of him, which said two sums, making together four lakhs, shall be paid in Rupees coined in the Company's mint or in Star Pagodas at the abovementioned exchange. And the said Nawab Aneverdeen Khan Bahadoor doth agree to accept of the said first-named sum of two lakhs in full for the annual peshcush due to the Mogul, and also of the second named sum of two lakhs of Rupees in full for the usual and customary presents or durbar charges, and doth hereby promise that he will not demand anything more.

3. Whereas the said Nawab Aneverdeen Khan Bahadoor hath in his possession a bond given by the said Rajah Pertab Sing unto the said Nawab's late father Aneverdeen Khan Bahadoor for the sum of seven lakhs of Rupees, which bond appears fair and uncancelled and without any receipt or endorsement thereon, although the said Rajah Pertab Sing doth allege that the same or the greatest part thereof hath been discharged, the said Nawab Aneverdeen Khan Bahadoor, as a testimony of his good inclinations to cultivate a lasting friendship with the said Rajah, doth promise that at the time of signing this agreement by the said Rajah he will cause the said bond to be delivered up to him to be cancelled as if the same had been fully paid and discharged.

4. The said Nawab Aneverdeen Khan Bahadoor doth hereby confirm unto the said Rajah Pertab Sing the full and free possession and enjoyment of the districts of Coiladdy and Elangar, which districts the said Nawab did give and grant unto the said Rajah during the late troubles, as may appear by the said Nawab's Sunnud.

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5. The said Nawab Aneverdeen Khan Bahadoor having expended immense sums during the late troubles in defence of the province under his government, found it necessary, after the expulsion of the common enemy, to call upon the several zemindars, polygars, and jaghiredars to contribute each a moderate sum towards reimbursing the moneys so expended in procuring the blessings of the peace of which they became partakers, and amongst others did demand of Tremul Rao, killadar of Arani, his reasonable quota, but the said Tremaul Rao having obstinately refused to comply therewith, and having also in other respects behaved himself disobediently, the said Nawab found himself obliged to march an army to compel him to a compliance with his demand, and did accordingly subdue and take the forts of Arani and Doby Guddy with all the jaghire thereunto belonging, as also the person of the said Tremul Rao with his family and others. The said Nawab having thus convinced the said Tremul Rao and all the world that he can and will enforce due obedience in all who are subject to his government, is now equally desirous of shewing to all mankind that compassion is stronger in him than resentment; from these motives, as well as in condescension to the request of the said Rajah Pertab Sing, the said Nawab doth hereby promise that as soon as the said Rajah shall have signed this agreement, he, the said Nawab, will cause the said Tremul Rao with his family, attendants, and all other persons who were taken and made prisoners at Arani, to be released and set at full liberty; and further that on the day the sum of three lakhs of Rupees mentioned in the first Article hereof shall be paid, he will cause the said Tremul Rao to be put in full possession of the whole jaghire he possessed and enjoyed before the capture of Arani (excepting however the said fort and Doby Guddy which the said Nawab will retain in his own possession); and provided that the said Tremul Rao shall not at any time hereafter erect or cause to be erected any fortress, walled pagoda, or other stronghold, and that he shall not even erect or build any wall round his dwelling house exceeding eight feet high and two feet thick; and further that the said Tremul Rao shall in all things behave himself with due obedience to the government and pay yearly in the month of July unto the said Nawab or his successors the sum of ten thousand Rupees as a nuzzur: and the said Rajah Pertab Sing doth promise for the said Tremul Rao that he shall

in all things demean and behave himself accordingly and pay yearly the stipulated sum.

We, George Pigot, Esq., Governor of Fort St. George and all the forts, factories, and places subordinate thereto, President of the Council for all the affairs of the English East India Company on the coast of Coromandel, and also the said Council whose names are hereunto signed, having greatly at heart the peace and tranquillity of the countries where the Company hold possession and to which they trade, see with great satisfaction the conclusion of the Treaty of friendship between Nawab Omdet-ool-Moolk Seraj-ool Dowlah Aneverdeen Khan Bahadoor Moonsoor Jung, Nawab of the Carnatic Payen Ghat, and Pertab Sing, Rajah of Tanjore, of which the foregoing is a translation, and being willing and desirous as much as in us lies to establish the friendship between them upon a lasting foundation, do hereby promise to guarantee the performance of the said Treaty, being thereunto invited by both parties; and accordingly we do hereby promise, as far as in us lies, that in case either party shall fail in the performance of the Article he hath thereby undertaken to perform or any part thereof, we will to the utmost of our power assist the other party to compel him who shall fail to fulfil his agreement and to render due satisfaction for his failure therein.

In witness whereof we have hereunto set our hands and caused the seal of the said Company to be affixed hereto in Fort St. George, the 12th October, 1762.

An AGREEMENT taken by the HONOURABLE JOHN HOLLAND, ESQ., PRESIDENT and Governor in Council of Fort St. George and Dependencies, from SHENEVASAROW, heir of TREMUL RAO, jaghiredar of Arani.

The Honourable the Governor in Council of Fort St. George having restored to me the possession of the jaghire of Arani, which I inherited after the death of Tremul Rao my grandfather, upon the terms of the Treaty of the year of Christ 1762, entered into between His Highness the Nawab of the Carnatic, &c., &c., &c., and His Excellency Pertab Sing, Rajah of Tanjore; I do with my own free will and consent agree to conform to the terms of the said Treaty so far as it relates to the jaghire

TANJORE.

Nos. XLV. & XLVI.

of Arani; acknowledging that I have no right by the said Treaty to the fort of Arani and Doby Guddy, and I do for myself and my heirs engage, in every respect, to fulfil the terms of the said Treaty according to the intention and spirit thereof: binding myself to be answerable to His Highness the Nawab for the annual peshcush or nuzzur of ten thousand Arcot Rupees to be paid yearly in the month of July, on a receipt being granted for the amount. And I further engage that I will not erect or cause to be erected any fortress, walled pagoda, or other stronghold, and that I will not raise any wall even round my dwelling house exceeding eight feet high and two feet thick; that I will not entertain any armed peons or followers, excepting only a few sebundee for the purpose of collecting the revenues of the district; and that I will in all respects behave myself with due obedience to the Carnatic government, and to that of the Honourable Company; that I will do every thing to provide for the welfare of the inhabitants, and be attentive to the increase of cultivation and improvement of the country and jaghire of Arani; that I will not impose or levy any new customs or duties of any kind whatsoever; and I do hereby relinquish and give up all or any claim or demand whatever on the Company for the collections of revenues or otherwise since the district has been under their direction and management.

(Signed in Mahratta) SHENEVASSAROW TREMUL RAO,
Jaghiredar, Arani.

L. S.

Dated in Fort St. George, the 20th day of June in the year of Christ 1789.

No. XLVI.

TRANSLATION of a PAPER, containing the Articles agreed to by the RAJAH of TANJORE, dated the 20th of October 1771.

The two years' peshcush amounting to eight lakhs of Rupees, I am to pay in ready money.

For the expenses of the army I am to pay thirty-two lakhs and fifty thousand Rupees.

Whatever lands, money, and effects I have taken from the Marawar or Nalcotey zemindars, I will restore.

Whenever horse, sepoys, peons, &c., fighting people are required, I am to send them, and they are not to return till they have leave from court; and the charge of batta, &c., is not to be required of the Circar.

Should the merchants and people belonging to the Company in the Tanjore country have been plundered of paddy, I am to answer it.

I am to have nothing to do with the Marawar, Nalcotey, Tondiman, &c.; and if they are guilty of any improper act their punishment is to be from the Circar.

With the friends of the Circar I am to be in friendship, and with its enemies in enmity; and I am not to give place or protection in my country to the enemies and those lying under the displeasure of the Circar.

If I have taken anything from the run-away polygars of Warriore, Pollom, and Aleanoor, I am to restore it, and if they are in my country I will deliver them to the Circar's people.

I have given a separate Treaty of friendship.

If any Europeans in the service of the Circar and Company have deserted and fled to me, I will deliver them up.

If the Company's trade in the whole Tanjore country shall be continued, I am to use their weavers well.

The fort of Vellum to be given to me hereafter. It must be destroyed.

The districts of Elangar and Coiladdy to be conferred on me.

I am to give up to the Circar the villages of Tewanoor, &c.

I am to give up to the Circar the jaghire district of Arani.

TRANSLATION of an ENGAGEMENT under the Seal of RAJAH TOOLJAJEE, dated the 25th of October 1771.

The firm engagement of Rajah Tooljajee, Rajah of Tanjore, to the Circar is, that whereas in part of the stipulations in favor of the Circar of the Nawab Wolau Jah, the sum of thirty-two lakhs and fifty thousand Rupees is stipulated to be paid; in lieu of payment thereof

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in specie I have appointed the soubaship of Manewarum and some districts of the soubaship of Cumcurrum, the annual revenues of which may amount to sixteen lakhs and twenty-five thousand Rupees, for the discharge of the same; and accordingly the same will be entirely discharged by two years' revenues of the said lands; and after the receipt of the said money by the Circar, I shall take back again the said two soubaships which belong to me.

TRANSLATION of an ENGAGEMENT under the Seal of RAJAH TOOLJAJEE, dated the 26th October 1771.

The firm engagement and true acknowledgment of Rajah Tooljajee, Rajah of Tanjore, to the Circar of the Nawab Wolau Jah are, that with the friends of the Circar he will be in friendship, and with the enemies of the Circar in enmity; that he will on no account whatever, either secretly or openly, afford assistance or support in any shape to the disturbers of the tranquillity of the Carnatic; that he will always join and be in friendship with the Circar; that whenever his troops, horse, sepoys, and peons shall be required, he will send them with his Sirdar and not demand their expenses from the servants of the Circar; that he shall pay the stated peshcush yearly without deceit or delay; and that in future he shall not undertake any operations whatever. In testimony of which, I, the said Rajah, have given this engagement under my hand and seal, swearing thereto by the faith of the religion I profess, that the same may appear as a Sunnud.

No. XLVII.

AGREEMENT with the RAJAH OF TANJORE, 1776.

The satisfaction I feel on occasion of such a friendship and extraordinary justice as the Company have displayed towards me is so great, that were I to begin to tell you what my mind conceives on the occasion, the subject would never have an end: had I thousand tongues they could not express my gratitude. When I had an interview with your

Lordship I opened to you the sentiments of my heart; but as mere verbal declarations on this subject are not sufficient, I have thought it proper to write you a letter.

I shall ever consider myself as nourished and protected by the Company, and shall therefore never assist or succour their enemies. No measure shall ever proceed from me contrary to their interests, nor will I ever set on foot any connection with other powers without the Company's consent. This I have written as means of increasing the friendship that is between us.

In the present condition of my country, the placing a garrison of English troops in the fort and city of Tanjore is exceedingly necessary; but besides this garrison, if the Company will allow some more troops also for the protection of my whole country, this also will be highly proper. If by the favor of Heaven this be put in execution, neither I nor any of my family will need to fear that the calamities of war will fall upon this country again; and if the Company will only favor me thus far, I will with pleasure assign them out of my revenues the sum of four lakhs of Pagodas per annum for their military expenses. The mode of payment as follows:—November 20,000; December 40,000; January 40,000; February 1,00,000; March 1,00,000; April 1,00,000.

For my body guard I shall keep a body of men from one hundred to five hundred; and I want not one man, either horse or foot, more than that number.

As my finances are in the utmost disorder, and the state of my country all in confusion, I must throw myself on the Company for my present support. I therefore wish them to buy of me at a reasonable rate all the grain of the present year, excepting what my country may be in need of. By this means the Company will not be burthened, and I shall be enabled to defray the expenses of my government without running in debt.

Finally, as the fort of Devicottah has no country annexed to it, I beg the Company will take what they think proper as a dependency thereon.

The country of Tanjore is the Company's; I have only to beg they will preserve my honor.

TANJORE. SUNNUD granted to the EAST INDIA COMPANY by the RAJAH OF TANJORE.

No. XLVII.

The
Rajah's
Seal.

In consideration of the services rendered to me by the Honourable English East India Company, and in the hope of their future protection, I do hereby, agreeable to my promise, make over certain lands to them, as specified hereunder, in the soubah or district of Munargoody, *viz.*—

The seaport town of Nagore with a small island belonging to it ...		1
1 Mahal, pergunnah of Keelar, consisting of eight Magans, *viz.*—		
Magan of Wool	41 villages.	
„ of Chichly	62 „	
„ of Sumby Mahadeur	34 „	
„ of Palourchy	27 „	
„ of Muckly	27 „	
„ of Kellagurry...	25 „	
„ of Tunoor	31 „	
„ of Adimungalum	8 „	
		255
Pergunnah of Wollevellum		21
		277

Being altogether, including the town and seaport of Nagore, two hundred and seventy-seven villages or small towns, which I make over to the Company aforesaid as a jaghire.

They will be pleased to acquiesce to the following conditions :—

I. The ryots shall enjoy their shares of cultivation, enams, and other privileges, as heretofore has been usual.

II. Such enams as have been granted for the use of Pagodas, or charity to Brahmins, or maintaining choultries and water pandalls, shall be continued as formerly. Such spots of land contiguous to Pagodas or Brahmin houses, which are known by the name of Brimh Wast-tow, and which have been rented for money or in kind, or have been let out as choutrums, shall be enjoyed by the present possessors as usual. The

charity allowances for the rhut or coach of the Pagoda shall be continued.

III. No houses shall be built by the Circar in villages called Agne where Brahmins reside. No European shall be allowed to dwell near any tanks or ponds belonging to Pagodas or Brahmin villages.

IV. A number of coolies and laborers, in proportion to the quantity of water wanted for the Company's lands, shall be sent from those districts to dig and repair the watercourses and banks of the rivers in the soubah of Munargoody. A just proportion shall be paid to the Circar from the Company's lands of the whole charges incurred in the soubah of Munargoody, for repairing the Ancutta and making new watercourses.

V. If any amil, ryot, or dependant of my Circar flies for protection in the Company's districts, no protection shall be given to any such persons, but they shall be given up to me.

VI. People shall be sent as usual to draw the rhut or coach of the Pagoda at the times of procession.

VII. If I should at any time disagree with the French, Dutch, and others settled in my country, and prohibit any grain from being carried to their settlements, the Company shall in like manner prohibit any grain from being carried out of their districts to these places.

VIII. The Circar people collect duties in the districts bordering on Nagore; these shall continue to be paid, but no duties shall be paid by me on any articles or commodities purchased at Nagore for my own use.

The Company will be pleased to observe the above-mentioned eight conditions and enjoy without molestation the lands made over to them.

Dated 17*th June* 1778 *of the Christian era, or* 21*st Jemmadee-ul-Awul* 1179*th year of Tanjore.*

(Signed) Sri Ram Pertab.

No. XLVIII.

Treaty with the Rajah of Tanjore, 1787.

The Rajah of Tanjore's Seal.	The Company's Seal.

Treaty and Agreement concluded between the Honourable Major General Sir Archibald Campbell, Knight of the Bath, President and Governor of Fort St. George, on behalf of the United Company of Merchants of England trading to the East Indies, and His Excellency Ameer Sing, Rajah of Tanjore.

The Court of Directors of the East India Company having taken into their serious consideration the great advantages which may be attained by improving the blessings of peace now happily re-established on the coast of Coromandel, in the Carnatic, and the country of Tanjore, and considering the present hour best suited for settling and arranging, by a just and equitable Treaty, a plan for the future defence and protection of the Carnatic, the Tanjore country, and the Northern Circars, on a solid and lasting foundation, have communicated these their sentiments to His Excellency the Rajah of Tanjore, who being fully impressed with the propriety and wisdom of such an arrangement, has, for himself, his heirs and successors, adjusted and concluded a solid and permanent Treaty with the Honourable East India Company upon the principles and conditions hereinafter mentioned. In consequence whereof it is stipulated and agreed that due provision shall be made for the military peace establishment; and also that, for discharging the expense of war, in the event of war breaking out in the Tanjore country, or in the Carnatic, or any part of the coast of Coromandel, certain contributions or proportions of the revenues of the contracting parties shall be united into one common stock, to be applied for their mutual security and defence. And as it is necessary that the application of the said contributions, both for peace and war, should be reposed in the United Company, or their representatives, together with the direction of the war, the command of the army, magazines of stores and provisions, with full power to occupy or dismantle such forts as by them shall be deemed necessary for the general

security, the said contracting parties do hereby solemnly engage and agree, for themselves and their successors, to and with each other in manner following, that is to say :—

ARTICLE 1.

The friends and enemies of His Excellency the Rajah of Tanjore and of the Englislr United East India Company shall be considered as the friends and enemies of both.

ARTICLE 2.

His Excellency the Rajah of Tanjore will contribute towards the military peace establishment, and shall pay into the treasury of the said United Company, the annual sum of four lakhs of Star Pagodas, to commence on the 12th July, in the year of Christ 1787, corresponding to the 30th Annee of the Malabar month of Palavunga year, and to the Phasely 1197, divided into kists, payable at the following periods :—

November	...	...	...	...	20,000
December	...	...	...	...	50,000
January ...	...	...	...	...	50,000
February	...	...	...	...	90,000
March ...	...	...	...	...	90,000
April ..	...	...	...	...	1,00,000
			Star Pagodas	...	4,00,000

ARTICLE 3.

The annual contribution of four lakhs of Pagodas, to be paid by His Excellency the Rajah of Tanjore towards the army peace establishment, is proportioned to the gross revenues of his country, estimated at ten lakhs of Pagodas; and it is hereby stipulated and agreed that whenever the annual gross revenues of the country shall rise above ten lakhs of Pagodas, the annual contribution of His Excellency in time of peace shall likewise be increased according to the same scale or standard.

ARTICLE 4.

In case of failure in the punctual payment of the four lakhs of Pagodas already mentioned, to the extent of fifty thousand Pagodas, for

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the period of one month after the same shall become due, His Excellency the Rajah agrees that the Company shall have power to enter upon any of the districts in the Tanjore country that shall appear to them necessary to discharge the amount of the sum in arrear, and that the Company shall have power to appoint superintendents or receivers to collect and receive from the Rajah's renters, managers, and amildars, all the rents, revenues, duties, and customs of the said districts; and these superintendents or receivers shall exercise all necessary authority for collecting such rents, revenues, duties, and customs of the said districts, giving regular receipts for all the monies which may be received by the said superintendents, who shall have full power to inspect and examine all cutcherry receipts and accounts of the lands and districts aforesaid, as well as to ascertain the state of all other revenues which shall be collected annually within the said districts and when the full amount of the arrears due shall have been paid to the Company the superintendent or receiver shall be immediately recalled.

ARTICLE 5.

At the appointment of the superintendent or receiver His Excellency the Rajah will furnish the Company with the obligations of the amildars, renters, or farmers of each district; and if they do not pay the money punctually to the superintendent or receivers, agreeable thereto, His Excellency the Rajah, at the request of the Governor in Council of Fort St. George, shall and will immediately dismiss the said amildars, renters, or farmers, and appoint such others in their stead as the President in Council of Fort St. George shall recommend, after taking from them the usual obligations, which shall be delivered to the Company by His Excellency.

ARTICLE 6.

That the exercise of power over the said districts and farms, by virtue of the conditions mentioned in the 4th and 5th Articles, in case of failure in the payment of any of the kists, shall not extend or be construed to extend to deprive His Excellency the Rajah of Tanjore, or his successors, of the civil government thereof, or the honor and dignity of his family; but the same shall be preserved to him and them

inviolate, saving and excepting the powers in the Articles 4 and 5 expressed and mentioned.

ARTICLE 7.

That in the event of any war breaking out in the Carnatic, in Tanjore, or on the coast of Coromandel, the said United Company shall charge themselves with the direction, order, and conduct thereof; and during the continuance of such war shall apply four-fifths of their whole revenues in the Carnatic and the Northern Circars annually to the military expenses of the war.

ARTICLE 8.

That in the like event His Excellency the Rajah of Tanjore shall pay into the treasury of the said United Company four-fifths of his revenues to the general expenses of such war, to be applied in such manner as the said United Company or their representatives shall find necessary for their common safety and interests, and also for the interest of their allies in the Carnatic and on the coast of Coromandel; and it is moreover agreed that His Excellency's proportion of the debt and expenses incurred by war shall henceforth be settled at one-fifth part of the whole amount thereof.

ARTICLE 9.

For the more effectual security of the payment of four-fifths of the revenues of His Excellency, annually, to the military expenses of the war, and to remove every doubt on the part of the Company of any secretion or diversion of the said revenues from the purpose aforesaid, the President in Council of Fort St. George, in behalf of the Company, shall have full power and authority, during such war, to appoint one or more inspectors or accomptants to inspect and examine all country and cutcherry accounts and receipts, of all the countries and districts of His Excellency, as well as all other revenues, duties, or customs, collected by or for the use of His Excellency. And in case the said four-fifths of the revenues or any part thereof are diverted from the discharge of the current expenses of the war, or the debts and expenses incurred thereby, the said United Company shall have full power to appoint superintendents and receivers over the said countries and districts of the Rajah;

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in the manner specified in the 4th Article of this Treaty, with the same same authority and under the like restrictions and conditions therein expressed, in case of failure.

ARTICLE 10.

That the said annual four-fifths, payable from the revenues of His Excellency the Rajah of Tanjore, shall, after the termination of the war, continue to be applied to the discharge of all debts and expenses that may be incurred or arise during the course of the war, until his proportion of one-fifth part of the whole expense is paid off and discharged.

ARTICLE 11.

It is expressly understood and declared that so soon as the expenses incurred by the war are paid off and discharged, the superintendents and receivers shall be immediately recalled.

ARTICLE 12.

That during the application of the said proportion of four-fifths of the said gross revenues to the discharge of the debts and expenses incurred in time of war, the 2nd, 3rd, 4th, and 5th Articles of this Treaty shall be and remain dormant and be of no effect; but shall recommence and regain their full force and validity from and immediately after all the debts and expenses of such war have been fully and proportionally paid off and discharged.

ARTICLE 13.

In case His Excellency shall at any time have occasion for any number of troops for the security and collection of his revenues, the support of his authority, or the good order and government of his country, the said United Company shall and will furnish a sufficient number of troops for that purpose, on a public representation being made by His Excellency to the President in Council of Fort St. George, of the necessity of employing such force and the objects to be obtained thereby. In case of the march of such troops, the additional batta and expenses attending their movements shall be annually discharged by His Excellency at the end of each year.

ARTICLE 14.

The late Rajah of Tanjore having been, at the time of his death, indebted to His Highness the Nawab of the Carnatic for arrears of peshcush since the year 1776, which, at the commencement of the Phasely 1197, or 12th July 1787, will amount to the sum of twelve lakhs fifty-seven thousand one hundred and forty-two Pagodas, and having also been indebted to British subjects whose names are set forth in a Schedule, hereunto annexed, for various sums of money lent by them to and for the use of the Rajah, which with interest are computed to amount to about the sum of four lakhs of Pagodas, it is hereby stipulated and agreed that for the liquidation of the said arrears of peshcush, His Excellency shall appropriate annually the sum of Pagodas ... 1,05,775

To his annual peshcush to the Nawab the sum of ... 1,14,225

And to His Excellency's private creditors the annual sum of 80,000

In all three lakhs of Pagodas ... 3,00,000

Payable in kists as follows:—

In November	...	...	10,000
December	...	...	10,000
January	...	...	10,000
February	...	...	10,000
March	...	...	10,000
May	...	...	60,000
June	...	...	60,000
July	...	...	50,000
August	...	...	40,000
September	...	...	40,000
	Star Pagodas	...	3,00,000

ARTICLE 15.

The private debts of His Excellency not being as yet accurately ascertained, it is hereby agreed that the debts due to the British subjects shall be forthwith examined, adjusted, and settled; for which purpose the creditors shall be called upon to deliver their demands to the President

TANJORE. No. XLVIII.

in Council of Madras, stated with simple interest at the rate of 12 per cent. per annum, to the 12th day of July 1787, which accounts will be examined by agents to be appointed on the part of the Rajah, and by the Governor in Council on behalf of the creditors, after which they will be laid before His Excellency, and on receiving his final approbation they shall be classed amongst the list of his private creditors, and become entitled to a share, or rateable proportion of the said sum of eighty thousand Pagodas, agreeable to such equitable arrangement as may be formed by the Governor in Council, for the benefit of the Rajah and the creditors. And it is agreed that so soon as the debts and interest due from the Rajah to British subjects are paid off and discharged, the annual payment of 80,000 Pagodas, agreed to be made by the Rajah for the benefit of the creditors, shall from thenceforth cease and determine.

ARTICLE 16.

And whereas His Highness the Nawab of the Carnatic has by a solemn deed assigned over to the United East India Company the arrears of peshcush already due and the annual peshcush which shall henceforth become due to His Highness, in part payment of his debt to the Company, His Excellency the Rajah of Tanjore, willing to manifest his regard to the Company and upright intention towards the Nawab of the Carnatic, does hereby cheerfully agree to pay into the hands of the India Company, for the account of the Nawab of the Carnatic, the whole annual appropriations to His Highness, specified in the 14th Article, upon the President and Council of Fort St. George indemnifying His Excellency for the amount of all such moneys as they shall receive on that account. In like manner the Company shall be accountable to His Excellency on account of the money received on behalf of the creditors.

In confirmation of all the Articles in the preceding Treaty Sir Archibald Campbell, Governor of St. George, invested with full powers on behalf of the India Company, has subscribed and sealed two instruments, of the same tenor and date, at Tanjore, on the tenth day of April in the year of Christ one thousand seven hundred and eighty-seven: and His Excellency Maharajah Ameer Sing, for himself, his heirs and successors, has also subscribed and sealed the same instruments, at

Tanjore, the twentieth of the month Jamad-ul-Auker, and in the year of the Hegira 1201. TANJORE. No. XLVIII.

The Company's Seal.

(Signed) ARCHD. CAMPBELL.

Signed and sealed by the Honourable Sir Archibald Campbell, Governor &c., and by His Excellency the Rajah of Tanjore in the presence of

(Signed) ALEXANDER MACLEOD, *Resident.*

„ J. STUART, *Colonel, Commanding.*

By order of the Honourable the Governor,

(Signed) A. MONTGOMERY CAMPBELL,
Secretary.

Schedule of private debts referred to in the 14th Article.

			Principal.
Mr. Alexander Brody		Star Pagodas	99,254
„ Duncan Baine		„	30,000
Sir George Ramsay...		„	20,000
Colonel Maclellan		„	72,000
Major (or Captain) Burrows ...		„	26,100
Mr. Whyte	5,706		
Received	1,000		
		„	4,706
Mr. Swartz for money subscribed by gentlemen for the benefit of orphans		„	1,000
		Star Pagodas ...	2,53,060

The above debts bear interest at the rate of 12 per cent. per annum, and there is now between 4 and 5 years' interest due upon them.

(Signed) ARCHD. CAMPBELL.

No. XLIX.

TREATY with the RAJAH OF TANJORE, 1792.

Whereas a certain engagement was entered into between the Honourable English East India Company and His Excellency Ameer Sing, Rajah of Tanjore, bearing date the 10th day of April 1787, for the purpose of cementing an everlasting friendship with each other, and of contributing mutually towards the defence of the Carnatic and countries dependent thereon, whereby it was stipulated that the said Company should maintain a military force, and that the said Rajah of Tanjore should pay annually a certain sum of money arising from the revenues of his country, and should furnish sufficient and satisfactory security under certain conditions expressed in the said engagement, for the regular payment of the sum stipulated to the said Company; and whereas it appears that the resources of the said country of Tanjore are not competent to enable the said Rajah to perform the stipulations in the said engagements; and whereas it further appears that the security which the said Rajah of Tanjore agreed in the above-mentioned engagement to furnish, for the due payment of the stipulated sum to the said Company, is, in its nature, inadequate to the end intended; and whereas certain agreements have also been entered into between the said Company and the said Rajah, for the discharge of certain debts due by the said Rajah to private persons: it has been mutually agreed, in consequence of the above written circumstances, that the engagement aforesaid shall henceforth be considered by the contracting parties as annulled and no longer of effect or in force; and in line thereof the Honourable Sir Charles Oakeley, Baronet, President and Governor in Council of Fort St. George, on behalf of the United Company of Merchants of England trading to the East Indies, their heirs and successors, on the one part, and His Excellency Ameer Sing, Rajah of Tanjore, in his own name, and for himself, his heirs and successors, on the other part, agree to the following Articles, which shall be binding on the respective parties for the purposes contained therein, notwithstanding all or any of the conditions stipulated in the engagement, dated 10th April 1787, to the contrary.

ARTICLE 1.

The friends and enemies of either of the contracting parties shall be considered the friends and enemies of both.

ARTICLE 2.

In order to execute the foregoing Article in its full extent, the Honourable English East India Company agree to maintain a military force, and the Rajah of Tanjore agrees to contribute annually a certain sum of money, hereinafter mentioned, as his share of the expense of the said military force; the said Rajah further agreeing that the disposal of the said sum, together with the arrangement and employments of the troops supported by it, shall be left entirely to the said Company.

ARTICLE 3.

It is hereby also agreed that for the further security and defence of the countries belonging and subject to the contracting parties in the Carnatic, &c., that all forts shall be garrisoned by the troops of the said Company; and in the event of war breaking out in the Carnatic and countries appertaining to either party and dependent on the Carnatic or contiguous thereto, it is agreed, for the better prosecution of it, that so long as it shall last the said Company shall possess full authority over the Tanjore country, and shall collect the revenues thereof, the said Company hereby engaging that during such war they will pay to the said Rajah one lakh of Pagodas (1,00,000) per annum, and one-fifth share of the net revenue arising therefrom, and that, at the conclusion of the war, the Tanjore country shall be restored to the Rajah, except in certain cases, which are hereinafter mentioned.

ARTICLE 4.

The Rajah of Tanjore agrees to pay to the said Company, for the purpose of mutual defence, the sum of three lakhs and fifty thousand (3,50,000) Star Pagodas annually as his share of the expenses for the military force; and also in consequence of an agreement between the said Company and the Nawab of the Carnatic, a further sum of one lakh fourteen thousand two hundred and eighty-five (1,14,285) Star

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Pagodas annually on account of the peshcush payable from Tanjore to the said Nawab, and by him transferred in absolute right to the said Company; and the said Rajah further engages to pay the sum of sixty thousand (60,000) Star Pagodas per annum towards the discharge of certain debts sanctioned by the said Company and specified in the Schedule hereunto annexed, No. 2, which further sum of sixty thousand (60,000) Star Pagodas shall cease on the full liquidation of the said debts.

ARTICLE 5.

Although the sums abovementioned constitute the regular stated payments for which the Rajah of Tanjore is to be accountable, under the heads of subsidy, peshcush, and private debts, yet the said Company, considering the actual state of the Tanjore country, which has for many years been declining in its revenue, and desirous of affording the said Rajah as much present relief as may be consistent with the absolute necessities of their own government, in the confidence that he will turn it to the improvement of his country and the comfort of his people, agree that a temporary suspension shall take place with respect to a part of the annual payment stated in the foregoing Article, that is to say, for three years, commencing with the present Fusly, or 12th July last, they consent the annual demand of one lakh fourteen thousand two hundred and eighty-five (1,14,285) Star Pagodas on account of peshcush shall be postponed, and that the amount which at the expiration of that period will become due, being three lakhs forty-two thousand eight hundred and fifty-five (3,42,855) Star Pagodas, shall be added to the arrears owing by the said Rajah on his former engagements; and the said Rajah agrees, towards the liquidation of this aggregate balance, to pay fifty thousand (50,000) Star Pagodas per annum, commencing from the 12th July last, and to be continued till the whole shall be discharged; and after the expiration of three years to pay his annual peshcush of one lakh fourteen thousand two hundred and eighty-five (1,14,285) Star Pagodas regularly, as it becomes due. Thus the whole sum to be paid, after the expiration of three years, will be five lakhs fourteen thousand two hundred and eighty-five (5,14,285) Star Pagodas for account of the said Company, and sixty thousand (60,000) Star Pagodas per annum for account of the private creditors.

ARTICLE 6.

In order to make good the sum stipulated to be paid annually for three years, namely, three lakhs and fifty thousand (3,50,000) Star Pagodas on account of the Rajah's share of the military expense, fifty thousand (50,000) Star Pagodas on account of arrears, and sixty thousand (60,000) Star Pagodas on account of private debts, the said Rajah agrees to pay the amount of the said three sums, being four lakhs sixty thousand (4,60,000) Star Pagodas, into the Company's treasury at Madras, at the following periods:

1st November	30,000
„ December	40,000
„ January	40,000
„ February	50,000
„ March	50,000
„ April	50,000
„ May	50,000
„ June	50,000
„ July	1,00,000
Star Pagodas...	4,60,000

And it is mutually agreed that at the end of three years, when the additional payment of one lakh fourteen thousand two hundred and eighty-five (1,14,285) Star Pagodas per annum is to commence, a proportionable increase shall take place in each of the above instalments, and that on the liquidation of the private debts before mentioned, a proportionable deduction shall be made on that account.

ARTICLE 7.

If, contrary to the intentions of the said Rajah, any part of the sums mentioned in the instalment or kistbundy, fixed by the foregoing Article, shall not be fully paid at the expiration of fifteen days from the time limited, in that case the said Company shall assume the management of, and make the collection of the revenues from the districts mentioned in the Schedule No. 1, hereunto annexed, according to the following conditions; and for this the present engagement shall

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be considered sufficient authority, the said Company through their President in Council at Fort St. George giving immediate and explicit information, according to the tenor thereof, to the said Rajah, who shall, on the arrival of the Company's officers in the said districts, recall all his officers, except one in each district, which officer shall remain at the sudder cutcherry, and shall be furnished annually by the officer of the said Company with copies of the sudder cutcherry accounts of the gross collections and of the net receipts, under the attestation of the officer of the said Company and of the sudder omlah of the district.

First.—The said Company shall assume the management of such district or districts, the revenue of which, after deducting the charges of collection, shall have fallen in arrear.

Second.—The said Company agree that a deduction shall take place proportionably from the amount of the nine kists above-mentioned, equal to the amount of the net revenue of the district or districts which shall have been assumed as above, such deduction commencing from the day that the assumption shall take place. It is hereby also mutually agreed that an account, called "balance account," shall be immediately opened for this and other purposes hereinafter mentioned, bearing an interest of eight per cent. per annum, between the said Rajah and the said Company, in which the said Rajah shall be debited for the balance accrued in his above stipulated payments, and also for the amount deducted as above from the nine kists, and shall be credited for the net revenues collected from the said district or districts, the said Company continuing to exercise authority in, and to make the collections from the same until, in consequence of the full liquidation of the private debts, and diminution of the annual sum to be for that purpose paid by the said Rajah to the said Company, according to the 4th Article, the said balance account shall be equal on the debit and credit side, and nothing shall remain due to the said Company, then the said district or districts shall revert to the management of the said Rajah.

Third.—Whenever the said district or districts thus assumed shall be restored, according to the above condition, it is agreed that in case any of the kists for the sum remaining due, after the deduction of the sum of sixty thousand (60,000) Star Pagodas, that is to say, for the sum of five lakhs fourteen thousand two hundred and eighty-five

(5,14,285) Star Pagodas, be not paid fifteen days after the expiration of the time limited, the said Company shall possess equal power to assume the districts mentioned in the said Schedule No. 1, as in the first instance, and shall accordingly assume such district or districts, the revenue of which, after deducting the charges of collection, shall equal the amount of the kist which shall have fallen in arrear, from which they shall realise the balance that shall have arisen in the payment of the kists, and shall give credit to the said Rajah for the surplus and subsequent net revenues, in the part payment of the sum of five lakhs fourteen thousand two hundred and eighty-five (5,14,285) Star Pagodas; and in this case the management of the district or districts thus assumed shall for ever continue in the possession of the said Company, anything contained in the 3rd Article of the present engagement to the contrary notwithstanding; and the said Company agree to give to the said Rajah credit for the net revenue arising therefrom.

Fourth.—In order to prevent any loss arising to either party from this measure, it is mutually agreed that the district or districts which shall thus be assumed by the said Company, shall be entire, as mentioned in the said Schedule, and not parts of districts.

Fifth.—In consequence of this measure, whereby the districts mentioned in the Schedule No. 1 become responsible for any arrears that may accrue in the payment of the above stipulated kists, the said Rajah agrees that he will not grant tunkaws or assignments on any account on the revenues thereof; and if, contrary to this condition, any tunkaws or assignments should exist when the said districts or any of them shall be assumed by the said Company, such tunkaws or assignments shall be declared by the said Company and the said Rajah to be of no value, nor shall they remain in effect.

Sixth.—It is agreed between the contracting parties that the above described balance account shall be annually adjusted; and a Committee, consisting of four respectable and capable persons, of which two shall be nominated by the said Company and two by the said Rajah, shall assemble on the first day of August of every year, commencing with 1793, for the purpose of adjusting and of drawing out a fair and equitable statement thereof.

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ARTICLE 8.

In case the said Rajah shall at any time have occasion for any number of troops for the collection of his revenues, the support of his authority, or the good order and government of his country, the said Company agree to furnish a sufficient number of troops for that purpose, on public representation being made by the said Rajah to the President in Council of Fort St. George of the necessity for employing such troops, and of the objects to be obtained thereby; and the said Rajah agrees to defray the additional expense of such troops so long as they may be employed at his request, this additional expense being the sum over and above the expense of such troops while in garrison or at fixed quarters; and it shall be at the option of the said Rajah to reimburse the said surplus expense, either on the conclusion of the service on which such troops may have been employed, in money, or to add it to the debit side of the account, called "balance account," as more particularly explained in the 2nd condition of the 7th Article.

ARTICLE 9.

The said Rajah shall receive regular information of all negociations which shall relate to declaring war or making peace wherein the said Company may engage, and the interests of the Carnatic and its dependencies may be concerned: and the said Rajah shall be considered as an ally of the said Company in all Treaties which shall in any respect affect the Carnatic and countries depending thereon, or belonging to either of the contracting parties, contiguous thereto; and the said Rajah agrees that he will not enter into any negociations or political correspondence with any European or native power without the consent of the said Company.

ARTICLE 10.

The said Rajah agrees to allow for the support of Serfojee, the adopted son of the late Rajah Tooljajee deceased, the sum of eleven thousand (11,000) Star Pagodas per annum, and for the maintenance of the widows of the said Tooljajee, the further sum of three thousand (3,000) Star Pagodas each per annum; which payments shall be made,

by equal monthly instalments, into the hands of the Company or whomsoever they may appoint to receive them, and applied to the above purposes, according to their discretion.

This Treaty, consisting of ten Articles and having two Schedules annexed thereto, marked Nos. 1 and 2, shall be in force and shall have effect from the 12th day of July 1792, corresponding with the 22nd day of the month Zekaida, 1206 Hegira, and the contracting parties having affixed their respective seals and signatures to two counterparts on the dates undermentioned, that is to say, the Honorable Sir Charles Oakeley, Baronet, President and Governor in Council of Fort St. George, shall affix his seal and signature to one counterpart, on the part of the Honourable English East India Company, and His Excellency Ameer Sing, Rajah of Tanjore, shall affix his seal and signature to another counterpart, shall be exchanged.

Signed and sealed at Fort St. George, the eleventh day of June, one thousand seven hundred and ninety-three.

(Signed) CHARLES OAKELEY.

„ E. W. FALLOFIELD.

Schedule No. 1.

List of districts with the amount of the net revenues from each at which they shall be estimated and assumed, according to the 7th Article of the accompanying Treaty, in force from the 12th July, corresponding with the 22nd Zekaida 1206 Hegira.

		Star Pagodas.
Manargoody—net revenue	... ...	2,45,198
Tuvady ... „	... ...	1,49,609
Mayaveram „	... ...	1,64,668
Putticotah „	... ...	27,638
	Star Pagodas ...	5,87,113

By the first condition of the 7th Article of the said Treaty, it is agreed that the said Company shall assume the management of such

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district or districts, the revenue of which, after deducting the charges of collection, shall equal the amount of the kist which shall have fallen in arrear.

The said Company therefore, by virtue of this condition, shall assume a district or districts from among the abovenamed, the net revenue of which shall be as near as possible equal to the amount of the kist which shall have fallen in arrear.

Signed and sealed at Fort St. George, the eleventh day of June one thousand seven hundred and ninety-three.

(Signed) CHARLES OAKELEY.
E. W. FALLOFIELD.

Schedule No. 2.

Schedule of private debts referred to in the 4th Article.

Mr. Alexander Brodie ...	...	Star Pagodas	99,254
Mr. Duncan Baine ...	...	„	30,000
Sir George Ramsay ...	...	„	20,000
Collon Maclekan ...	...	„	72,000
Major (or Captain) Burrows ...	...	„	26,100
Mr. Whyte	...	5,706	
Received ...	...	1.000	
			4,706
Mr. Swartz, for money subscribed by gentlemen for the benefit of orphans ...	...	...	1,000
		Star Pagodas ...	2,53,060

The above debts bear interest at the rate of twelve per cent. per annum.

No. L.

TREATY with the RAJAH OF TANJORE, 1799.

TREATY for cementing the friendship and alliance between the HONOURABLE COMPANY and HIS EXCELLENCY THE RAJAH OF TANJORE and for establishing the government of Tanjore on a permanent foundation.

Whereas the stipulations and conditions of the Treaty of 1792 concluded between the Honourable Sir Charles Oakeley, Baronet, Governor in Council of Fort St. George, and His Excellency Ameer Sing, late Rajah of Tanjore, have been found inadequate to the intentions of the contracting parties; and whereas His Excellency Maharajah Serfojee, Rajah of Tanjore, has, by a certain instrument under his signature previous to his elevation to the musnud of his ancestors, engaged to consent to such arrangements as may be deemed expedient for the better management of the country of Tanjore, particularly for the due administration of justice, and also for securing to the Honourable English East India Company a regular discharge of their existing and future demands on Tanjore; wherefore the present Treaty is concluded between His Excellency Serfojee, Rajah of Tanjore, on his own part, and Benjamin Torin, Esquire, Resident at Tanjore, on behalf of the Company, being invested with full powers by the Right Honourable the Earl of Mornington Bahadoor, Governor General of Bengal, according to the following Articles:—

ARTICLE 1.

Such parts of all former Treaties with the former Rajah of Tanjore as are intended to establish the friendship and alliance between the Honourable Company and His Excellency the Rajah of Tanjore, are hereby strengthened and confirmed, and the contracting parties mutually agree that the friends and enemies of either shall be considered to be the friends and enemies of both.

ARTICLE 2.

The several provisions heretofore established for enabling the contracting parties to carry the spirit and intention of the preceding Article into execution having proved defective, and the result of an enquiry instituted by the authority of the Right Honourable the Governor

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General in Council, with the previous written consent of His Excellency Maharajah Serfojee, for the purpose of ascertaining the actual state and condition of the country of Tanjore, having proved that it is become indispensably necessary to establish a regular and permanent system for the better administration of the revenues of the said country, it is stipulated and agreed that all former provisions for securing a partial or temporary interference on the part of the Honourable Company in the government or in the administration of the revenues of the country of Tanjore shall be entirely annulled, and that in lieu thereof a permanent system for the collection of the revenue and for the administration of justice shall be established in the manner hereafter described.

ARTICLE 3.

The Honourable Company shall be at liberty as soon as possible to ascertain, determine, and establish rights of property, and to fix a reasonable assessment upon the several soubahs, pergunnahs, and villages of the country of Tanjore, and to secure a fixed and permanent revenue, and the said assessment as ascertained and fixed shall not be liable to change, but shall be collected according to fixed rent-rolls by such officers as shall be appointed for that purpose.

ARTICLE 4.

A court or courts shall be established for the due administration of civil and criminal justice, under the sole authority of the English East India Company. The said courts shall be composed of officers to be appointed by the Governor in Council of Fort St. George for the time being, and shall in no instance whatever be subject to the control, authority, or interference of the said Rajah, but shall be conducted according to such ordinances and regulations (framed with due regard to the existing laws and usages of the country) as shall from time to time be enacted and published by the said Governor in Council.

ARTICLE 5.

The revenues shall be collected according to the rates of assessment to be established by the third Article by the said Governor in Council for that purpose, and the said Rajah shall exercise no control

whatever, nor in any manner interfere in the administration of the said revenues.

ARTICLE 6.

Whereas it is stipulated and agreed by the fifth Article of the Treaty of 1792 that the payment to be made to the Honourable Company by His Excellency the Rajah shall amount to five lakhs seventy four thousand two hundred and eighty-five Pagodas per annum, under the different denominations of subsidy, peshcush, public and private debts, it is now stipulated and agreed that these distinctions shall for ever cease, and that the whole revenue shall be collected and accounted for by the said Company, in the manner hereafter provided, the said Company charging themselves with the payment of that part of the registered private debt which has not already been transferred to their account.

ARTICLE 7.

In lieu of the said stipulations in the fifth Article of the Treaty of 1792, it is hereby stipulated and agreed that His Excellency the Rajah shall in all cases receive annually one lakh of Star Pagodas, which shall be considered to be the first charge payable from the net revenues of Tanjore. In addition to the said sum of one lakh of Star Pagodas, His Excellency shall receive a proportion of one-fifth, to be calculated on the remainder of the net revenue after deducting all charges of collection, of whatever description, the charge specified in the following Article.

ARTICLE 8.

It is stipulated and agreed that the sum of twenty-five thousand Star Pagodas shall in all cases be appropriated to the support of the late Rajah Ameer Sing, and shall be considered as a charge on the revenue to be deducted previous to the calculation of the proportion of one-fifth abovementioned. The residue of the revenues, after the foregoing deduction, shall be at the disposal of the said Company.

ARTICLE 9.

It is stipulated and agreed that the Rajah shall be treated on all occasions, in his own territories as well as in those of the Company, with

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all the attention, respect, and honor which is due to a friend and ally of the British nation.

ARTICLE 10.

Whereas His Excellency the Rajah has had occasion to complain of inconvenience to His Excellency and his servant, from the present mode of garrisoning His Excellency's hereditary fort of Tanjore by a part of the Honourable Company's troops, it is stipulated and agreed, with a view to the accommodation and satisfaction of His Excellency, that the said fort of Tanjore shall be evacuated by the Company's troops entirely, and that His Excellency shall be at full liberty to garrison the said fort in such manner as to him shall seem fit.

Provided always, that in the event of an invasion of the territories of the Company or of their allies, or in the event of any failure in the due performance of the engagement contracted by His Excellency the Rajah, the said Company shall again have power to occupy the said fort as a military post for the protection and mutual interests of the contracting parties; the said Company binding themselves to evacuate the said fort as soon as the reasons for not re-occupying it shall no longer exist.

ARTICLE 11.

His Excellency the Rajah stipulates and agrees that the said fort shall in no case whatever become an asylum for public offenders or for persons desirous of escaping from the jurisdiction of the courts of civil and criminal justice or from the authority of the revenue officers, or of any other branch of the authority of the Honourable Company; and His Excellency the Rajah further agrees to deliver up all such persons without delay on application from such officer or officers as the Governor in Council of Fort St. George shall appoint for the purpose.

ARTICLE 12.

In complaints brought before any of the courts of justice in which it shall appear, either by the application of the Rajah or the representation of the defendants, at or before the time of giving in his or her answer, or by the petition of the complainant, that both parties are relations, or servants, or dependants of His Excellency, or

inhabitants usually resident within the fort of Tanjore, it is stipulated and agreed that such parties shall, in the first instance, be referred for justice to the Rajah or to any person he may appoint to dispense it. Any complaint against the Rajah's relations, immediate servants, or others, residing in the fort of Tanjore, by persons of a different description shall, in the first instance, be made to the Company's representative at Tanjore, who shall refer it to His Excellency. The Rajah hereby engages to order an immediate investigation to be made in his court of justice, or in case the parties should desire it, to order the dispute to be referred to a proper arbitration, His Excellency engaging to bring it to a direct issue and to carry the sentence or award, if unfavourable to his relation or servant, into immediate execution.

ARTICLE 13.

In order that His Excellency the Rajah may have full satisfaction, in respect to the revenues of the territory hereby subjected to the management of the Company, His Excellency shall be at liberty to inspect the accounts of the head cutcherry, or collector's treasury, from time to time, or to station a vakeel or accountant, at his own expense, for the purpose of taking and transmitting to His Excellency copies of any or of all the accounts which shall be recorded in the head cutcherry or treasury of the collector.

ARTICLE 14

Whereas a certain annual peshcush, amounting to two thousand Chuckrums, is payable by the Danish Government of Tranquebar for lands held of the Rajahs of Tanjore in the vicinity of that place, it is stipulated and agreed that the said peshcush shall continue to be received by His Excellency the Rajah, without any deduction from His Excellency's proportion of the revenue, as hereinbefore stipulated.

ARTICLE 15.

And whereas it is necessary to the convenience and comfort of His Excellency the Rajah that certain supplies of rice, gram, and other grain should be supplied for the use of His Excellency, the Company

TANJORE. No. L.

bind themselves to furnish the said supplies as often as the Rajah shall find it necessary to apply for this purpose, His Excellency binding himself to pay for the said grain, with the charges of transportation, at the rate of the current prices for the time being.

This Treaty, consisting of fifteen Articles, being settled this day, the 25th October 1799, corresponding to the 12th of Alpeshy in the year Sedhartey, by Benjamin Torin, Esquire, on the part of and in the name of the Right Honourable Richard, Earl of Mornington, Governor General aforesaid, and by His Excellency Maharajah Serfojee Rajah, on his own part, the said Benjamin Torin, Esquire, has delivered to His Excellency Maharajah Serfojee Rajah one copy of the same, signed and sealed by himself, and His Excellency Maharajah Serfojee has delivered to Benjamin Torin, Esquire, another copy of the same, sealed and signed by himself; and Benjamin Torin, Esquire, engages that the said Treaty shall be ratified by the Right Honourable the Governor General under his seal and signature within forty-five days from the date hereof.

(Signed) SRI RAM PERTAI L. S.

TRAVANCORE.

From a Report by the Madras Government.

At the commencement of the eighteenth century the territory of Travancore was divided into a number of principalities of larger or smaller extent, each under its own petty Chief, who was constantly engaged with his neighbours in struggles for pre-eminence. During the course of the century these Chiefs were gradually brought under the authority of the Rajahs of Travancore. Waujee Baula Perumal, whose reign extended from 1758 to 1799, having a strong body of troops disciplined and directed by a Flemish adventurer, was eminently successful in reducing these principalities under his power, and from the close of his reign may be dated the entire extinction of the authority of the petty chieftains in Travancore.

During the wars with Hyder Ali and his son Tippoo Sultan, the British invariably found this Rajah a steadfast ally; and in that relation he was, in 1784, included in the Treaty between the East India Company and the Sultan of Mysore. In 1788, when threatened by Tippoo Sultan, the Rajah entered into an agreement (No. LI.) to allow two battalions of sepoys to be stationed on his frontier. In 1789 Tippoo Sultan attacked the Rajah, forced the lines which had been erected for the defence of the country on its northern frontier towards Cochin, over-running and cruelly devastating the Travancore territory. In consequence of this attack on one of its allies, the British Government declared war with Tippoo; and on the conclusion of peace in 1792 Tippoo was compelled to restore all that he had wrested from the Rajah of Travancore.

The pepper of the Malabar coast had from the earliest times of the Company's trade formed one of the chief articles of export. On 28th January 1793 the Rajah entered into an agreement (No. LII.) known as

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the pepper contract, to supply a large quantity of pepper to the Bombay Government for ten years, in return for arms and European goods.

In 1795 the Rajah concluded a Treaty (No. LIII.) by which he engaged to pay an annual subsidy adequate to maintain three battalions of sepoys together with a company of European artillery and two companies of lascars, to be always stationed, if the Rajah desired it, in his country or on the frontiers near it or in any other part within the Company's possessions where he should prefer. By a subsequent Treaty (No. LIV.) in 1805 his successor agreed to pay annually, in addition to such subsidy, a sum adequate to maintain one more regiment of the East India Company's native infantry; and in case an additional force should be required for the defence of his territory against attack or invasion, to contribute such a sum as should appear to bear a just and reasonable proportion to his net revenues. It was further agreed that in case the Governor General in Council should consider that there were grounds for apprehending failure of funds to defray the expense of the permanent military force, or the extraordinary charges that might arise under the terms of the Treaty, he was to have the power either to introduce at his discretion such regulations and ordinances as he might deem expedient for the internal management of the country, or to assume the direct management of such part or parts of the Rajah's territories as might appear necessary to render such funds efficient and available either in time of war or peace; provided that the Rajah's actual receipts from his territorial revenues should not be less than two lakhs of Rupees, together with one-fifth of the net revenues of the whole of his territories; and the Rajah promised to pay at all times the utmost attention to the advice of the English Government, to hold no communication with any foreign State, and to admit no European foreigner into his service or to remain within his territories without the previous sanction of the British Government. Eventually the subsidy payable by the Travancore State was fixed definitely at Rupees 8,00,000 per annum.

The reign of Rajah Rama Warma Perumal, who succeeded Rajah Waujee Baula Perumal in 1799, was a period of much confusion. In 1808 an insurrection broke out which was put down by a British force. The State was required to defray the expense incurred by the British Government in this expedition, and a brigade was left at Quilon

as a subsidiary force, agreeably to the Treaty concluded in November 1795. The debts thus incurred were but tardily discharged, and the British Government were about to assume the internal administration of the country as the only means of ensuring their satisfactory settlement, when the Rajah died in 1811.

The Rajah was succeeded by Lutchmee Ranee, who according to the peculiar custom of the family of Travancore, assumed charge of the government until a male heir was born. She held it until 1814, during which time the British Resident, Colonel Munro, acted also as Minister, and by his judicious measures completely retrieved the condition of the country. Lutchmee Ranee was succeeded by her eldest son, and the country was during his minority successfully managed by her sister as Regent, under the counsels of the British Resident. The young Rajah on attaining his majority in 1829 was formally installed. He died in 1846, and was succeeded by his brother Martanda Warma, whose death occurred in 1860, when the State devolved on his second nephew Rama Warma, the first nephew, elder brother of Rama Warma, having been set aside for imbecility. Rama Warma has received the right of adoption (No. LV.).

The laws which govern the succession to the State of Travancore are very peculiar. The descent, according to the usages of the Nairs of the western coast, is in the female line. Thus on the death of a Rajah the sovereignty passes, not to his sons, who can in no case inherit, but to his uterine brothers, if he has any. Failing these, or on their demise, it passes to his sisters' sons, or to his sisters' daughters' sons, and so on. Hence it follows that the only adoptions which are performed by the Rajahs of Travancore are, not of males to supply the place of sons of their own body, but of females through whom the line must be continued. Any failure in the direct female descent requires the selection and adoption of two or more females from the immediate relatives of the family who reside at certain places in Travancore. The females so adopted are designated the Tumbrattees or Ranees of Attingah,* and by the laws

* So called because Attingah is the residence of the ladies of the family of Travancore from whom the Tumbrattees, or the maidens selected to perpetuate the line, are taken. The maidens adopted for this purpose become Tumbrattees on certain ceremonies being performed publicly at Attingah and in the chief temple of Trevandrum.

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No. LI.

and usages of Travancore are assigned a distinguished rank as alone entitled to give heirs to the State, and enjoy many important privileges. Such an adoption occurred in 1788, when two sisters were selected and adopted as Ranees of Attingah. The younger sister died after giving birth to a female child, which also died. From the elder sister the present family of Travancore are descended, the late Rajah being her grandson (daughter's son), the present her great grandson (daughter's daughter's son). In 1857 the line of Travancore was again threatened with eventual extinction. The sister of the late Rajah (granddaughter, daughter's daughter, of the elder of the two sisters adopted in 1788) left five children, four sons, the second of whom is the present Rajah, and one daughter. This daughter died suddenly leaving only two sons. The Tumbrattees of Attingah thus became extinct, and although the State after the death of the Rajah would devolve successively on his four nephews and two grand-nephews, the line, unless recruited by the adoption of Tumbrattees as before, would have expired with them. Under these circumstances, the late Rajah intimated to the Resident that, in strict conformity with former usage and precedents, he proposed to bring in two, the most eligible, female members from among his relations as senior and junior Ranees. Two ladies were accordingly adopted with the sanction of the British Government.

The area of Travancore is 6,653 square miles, the population 12,62,647, and the revenue Rupees 42,85,000. The military force of the country consists of 1,680 infantry and 30 artillerymen with four guns.

No. LI.

AGREEMENT with the RAJAH OF TRAVANCORE for two battalions to be stationed within his dominions, 1788.

From the Rajah of Travancore to the Governor, dated 12th Ramgun, 19th June 1788.

The territory of Calicut and Pulicatcherry lay quite contiguous to the wall of my fort, and Tippoo

Extract letter from the Governor to the Rajah of Travancore, dated Fort St. George, 12th August 1788.

I have very fully considered of your request to be supplied with English officers to command your

Sultan, particularly at this time, is moving frequently through these districts. In consequence of the orders you were pleased to give to me, and trusting to the peaceable state of affairs between you and Tippoo, I do nothing more than keep a watchful eye over my district, for which purpose I have appointed six battalions and other troops to guard the places of strength belonging to me; but it is necessary to have officers and serjeants to discipline those battalions, I have therefore to request you will, out of your favor and friendship to me, order four officers and twelve serjeants, who are well acquainted with the exercise and discipline of troops, that I may employ them for that purpose in my service. I hope your Excellency will grant me this favor. Major Bannerman, whom I have earnestly spoke to on this subject, has written to Your Excellency, and I beg leave to refer you to what he says.

What shall I say more?

battalions of sepoys. My desire to show you kindness and protection is so manifest, that it is not necessary to repeat to you how great my satisfaction is when I have an opportunity to add to your happiness. On the present occasion, however, a compliance with your request might be attended with greater inconvenience than you are aware of. The Honourable Company's officers are brave and good men and will always discharge their duty with zeal and ability; but it is contrary to the systems now laid down for the management of the English Company's affairs to lend their officers to command any troops, except such as are actually in their own pay and under their own authority. Great inconvenience has been found to arise from pursuing a different line of conduct, which I hope will reconcile to your mind my declining to comply with the proposal.

If you can suggest any plan by which one, two, or even three battalions of the Honourable Company's troops can be employed to advantage in securing your country against any sudden attack from Tippoo, I shall very readily take the same into consideration, and,

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if practicable, form an arrangement that will afford safety to your possessions without deviating from the rules of our service.

Extract letter from the Rajah of Travancore to the Governor, dated 25th Zecaad, or 28th August 1788.

You are pleased to say it is contrary to the system now laid down to lend the Company's officers to command any troops, except such as are actually in their pay and under their own authority; but if I can suggest any plan by which one, two, or three battalions of the Company's troops can be employed in securing my country against any sudden attack from Tippoo, you will readily take the same into consideration and form an arrangement for the safety of my country without deviating from the rules of your service.

The above letter has given me the greatest satisfaction and accomplished my wishes.

The friendship and attachment I bear to the English Company are known to the whole world, and my late intercourse with Tippoo Sultan has also been carried on through their assistance and favor.

I call the Almighty to witness that I rest my whole dependence

Letter from the Governor to the Rajah of Travancore, dated Fort St. George, the 7th October 1788.

I have received your letter, dated the 28th August, and you may rest assured that the confidence you repose in the friendship of the English Company is not ill placed. They regard you as their faithful ally, and consider your interests the same as their own.

Your having acquiesced in the proposition I made of having some battalions of the Company's troops stationed on the frontier of Travancore, is a wise and judicious measure: it will ensure the safety of your country against the ambitious views of any persons who may be ill disposed towards you, and cannot fail to convince them of the danger they would be exposed to in attacking a Prince supported and protected, as you are, by the English, whose arms, by the blessing of God, are too powerful for them to combat with.

At the same time that I am anxious to see your country in a complete state of security, I am not

on them for support, and therefore most willingly acquiesce to the proposal in your Excellency's letter of having some battalions of the Company's troops with me. Your Excellency will be pleased to shew me your favor in any manner that can tend to the security and protection of my country, and to inform me of the expense that will attend a battalion of sepoys. I refer you to Major Bannerman's letters for an answer to the other matters he has communicated to me from your Excellency.

less so in effecting it in such a manner as will render your expenses easy: for this purpose I would recommend that, in time of peace, two battalions of the Company's native infantry should be stationed on your frontiers at your expense, and that the amount may be either paid by you to the Company, in cash or pepper, as may best suit your convenience. That if an additional force of Europeans and natives are required to strengthen your frontier against the designs of an enemy, these shall be maintained at the Company's expense entirely; with this proviso, that you will order them to be supplied with provisions and the necessary articles for erecting buildings to lodge them in, on their paying for the same at the usual rates of your country. That you may know the expense of a Company's battalion in peace and war, I have enclosed an estimate of the same for your information.

I shall always have a great pleasure in forwarding your wishes, and hope to hear often of your health and prosperity. What can I say more?

(Signed) ARCHD. CAMPBELL.

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Letter from the RAJAH OF TRAVANCORE to the GOVERNOR, dated 6th Suffer, or 5th November 1788.

No. LI.

I HAVE been honored with the receipt of your Excellency's gracious letter in which you recommend "that two battalions of the Company's sepoys should be stationed on the frontiers of my country in time of peace, the amount of their pay to be provided for by me, in cash or pepper, as may suit my convenience. That whenever an additional force is required by me as a defence against the designs of an enemy, you will send a body of Europeans and sepoys which will be maintained at the Company's expense; and that I am to supply them with provisions and the necessary articles for erecting buildings, on their paying for the same at the usual rates of my country." You moreover say, "that the confidence I repose in the friendship of the Company will not be lost, and that they regard me as their faithful ally, and consider my interest the same as their own." You have also transmitted to me an estimate account of the monthly expense of a Company's battalion of sepoys in time of peace and war for my information, all which I understand.

The measure which has occurred to your Excellency's enlightened mind for stationing two battalions of sepoys for the defence of my country is highly proper, and I consider my government and territories perfectly safe and secured against the machinations of my enemies. The Almighty God knows the sincerity of my long friendship with the English, whose power I consider as the means of my preservation; may He, of His infinite goodness, grant the continuance of their prosperity and success.

Your Excellency will be pleased, in consequence of what you have written, to lend me two battalions of sepoys for the defence of my country, for which favour I shall be highly grateful to your Excellency.

The account sent me states as the monthly expense of one battalion of sepoys the sum of one thousand seven hundred and fifty Star Pagodas forty Fanams and forty Cash, and the additional charge to be twenty-six Pagodas seven Fanams; I therefore inform you that I shall pay in ready money into the hands of whatever person you are pleased to order the annual amount of two battalions of sepoys, agreeable to the abovementioned statement; and in the event of a war, I shall pay the batta to them agreeably to what is stated in the said account, being for one

battalion nine hundred and ninety-eight Star Pagodas six Fanams and twelve Cash. TRAVANCORE.

From the long and sincere friendship I have entertained with the Company, it has always been my hope that the English would give me their assistance when necessary, by sending me a body of Europeans and sepoys, and now, since your Excellency has been pleased to mention it yourself, my mind is set fully at ease in that point. Whenever I shall require an additional number of troops for the defence of my country, *viz.*, Europeans and sepoys, I shall supply them with provisions and the necessary articles they may want. May it please your Excellency, some battalions of sepoys belonging to me have, for a length of time, been employed in the Tinnevelly country, I therefore request your Excellency will send positive injunctions to the officer in that district to send me the above battalions that I may employ them with the two battalions you are to send me in the defence of my country, which will remove all my anxieties regarding the designs of such who intend giving me trouble. Nos. LI. & LII.

Be pleased to consider me at all times your devoted well-wisher, and honour me frequently with your commands.

What shall I say more?

No. LII.

ARTICLES of AGREEMENT made and entered into by the HONOURABLE MAJOR GENERAL ROBERT ABERCROMBY, President and Governor of Bombay, for and on behalf of the Honourable United English East India Company and their successors, on the one part, and GUSWA PILLA, Dowan to His Highness the Rajah of Travancore, for and on behalf of His said Highness and his successors, on the other part, this twenty-eighth day of January of the English year one thousand seven hundred and ninety-three, *viz.*—

That this agreement shall not affect or interfere with any agreements subsisting between the said Honourable Company; and the said Rajah shall deliver to the said Company between the 10th February 1794 and 10th April following three thousand candies (560lbs. weight) of clean pepper at the rate of one hundred and fifteen Bombay Rupees for each candy, exclusive of two Rupees customs for each; and shall

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further deliver a similar quantity (300 candies) annually at the same price and similar periods for nine successive years, that is three thousand every year, until the 10th April one thousand eight hundred and four (English computation).

That of the pepper above stipulated to be delivered annually, two thousand five hundred candies shall be delivered at Quilon, and the remaining five hundred candies at the said Company's warehouse at Anjengo, into the hands of such officers as the Company may appoint for the purpose of receiving it.

That the said Rajah shall receive in part payment for the said annual contract for pepper the undermentioned articles at the usual prices for which he has been debited in former contracts: two thousand stand of arms complete, one hundred candies of lead, three hundred yards of scarlet broad cloth superfine, one thousand five hundred yards of ditto fine, twenty-seven thousand five hundred yards of red purpit, two thousand yards of blue purpit, two hundred yards of yellow purpit, five hundred yards of green purpit. That the balance due for the said annual provision of pepper shall be discharged in Bombay, which balance, together with the warlike stores stipulated to be taken on part payment, shall be made good between the 10th February and 10th April of each respective year; that this agreement shall be in force in like manner as the Rajah engages to deliver the pepper with those periods.

That should the Rajah fail to deliver the quantity of pepper contracted for by this agreement within the periods specified, he shall forfeit to the Company fifty-seven Rupees and a half penalty for each candy of pepper so deficient. In like manner should the Company fail, on their part, to make good to the Rajah the amount specified in the agreement within the terms prescribed, they shall forfeit a penalty of double the sums deficient.

In witness of the foregoing agreement Major General Abercromby and Guswa Pilla have subscribed to two copies thereof, which have been mutually exchanged, and have affixed their seals this 28th day of January 1793.

(Signed) ROBERT ABERCROMBY.

No. LIII.

Treaty between the Honourable East India Company and the Rajah of Travancore in 1795.

Proposed terms for a Treaty of future perpetual friendship, alliance, and subsidy between the Honourable East India Company and Rajah Ram Raje Bahadoor, the reigning Rajah of Travancore, concerted between the Honourable Jonathan Duncan, Esq., Governor of Bombay, on the part of the Honourable Sir John Shore, Bart., the Governor General in Council of Fort William, in Bengal, in virtue of the powers vested in him by the King and Parliament of Great Britain and by the East India Company to direct and control political affairs of all the Company's settlements in India, on the one part; and the said reigning Rajah of Travancore on the other: in consideration of the Rajah's application to the Bengal Government in the month of September 1793, to have a permanent Treaty concluded with the English East India Company and to settle and fix the terms of their old friendship and alliance and for the defence of his country against foreign enemies. The result is contained in the following Articles:—

Article 1.

Before the breaking out of the last war between the Honourable Company and Tippoo Sultan, the three talooks of Paroor, Alumgar, and Koonatnaar made part of the Rajah of Travancore's country; and having by the said Sultan been included in his cessions to the Honourable Company by the Treaty of peace of the 18th of March 1792, the said Company do, in view to their ancient friendship with and the plea of right preferred by the Rajah of Travancore, renounce every claim that they may have to the talooks in question, and all the said three talooks are accordingly left on the former footing as part of the said Rajah's country.

Article 2.

If any power or States, near or remote, by sea or land, shall, without aggression on the part of the Rajah of Travancore, attempt or begin hostility and war upon the country of the said Rajah or of his successors; under such circumstances, the expulsion of, and the protection of the country against, such enemies rest with the Company's Government.

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ARTICLE 3.

In consideration of the stipulation in the second Article, the Rajah of Travancore doth engage for himself and his successors to pay annually at Anjengo, both in peace and war, a sum equivalent to the expense of three of the Honourable Company's battalions of sepoys, together with a company of European artillery and two companies of lascars.

ARTICLE 4.

The Company stipulate that this force of infantry and artillery shall, if the Rajah desire it, always be stationed in his country, or on the frontiers near it, or in any other part within the Company's possessions where he shall prefer; and that they shall always be in readiness: and in respect to such requisitions as the Rajah and his successors may have occasion to address to the officer in command of these troops, to proceed to act against foreign enemies who shall have invaded the said Rajah's country, it is proper that such commanding officer stand previously furnished with instructions from the Government of that Presidency whence he shall have been detached; or otherwise, he is immediately on such requisition to procure instructions and the sanction of his said superiors for repelling such invasion; but in the event of the Rajah's country being so unexpectedly invaded by an enemy, that the urgency of the danger or attack from without shall not admit of deferring the necessary operations till the orders of the Government of such Presidency can be received; the commanding officer is, under such circumstances, to apply immediately and without objection the force under his command to the defence and protection of the Rajah and his successors; and should it so happen that the aforesaid force and the Rajah's own army be at any time found unequal to cope with and defend the country against the superior force of the enemy, the expense of such further troops as it may be necessary and requisite for the Company to furnish in such instances, is to be altogether at the said Company's cost; nor shall their government any wise object to furnish such additional force, the expense of which shall in no respect be chargeable on the Rajah or his successors; nor shall the Company ever apply for or demand any sum on that account, nor possess any plea or claim to

make any further requisition for pecuniary aid from the Rajah or his successors, by reason of any warfare or hostility that may hereafter eventually occur.

ARTICLE 5.

As the Company do only engage to defend and protect the country dependent on the Rajah of Travancore against unprovoked attacks; it is therefore to be clearly and distinctly understood between the parties that the Rajahs, present and future, are not to commit any hostile aggression towards any other State whether Indian or European; and in the event of the Rajah or his successors having any disputes of a political nature or tendency, it is necessary that the same shall be transmitted by the latter to the Honourable Company's Government, who will determine thereon according to justice and policy and mutual concert.

ARTICLE 6.

The reigning Rajah of Travancore for the time being shall not keep in his service, in any civil or military capacity, nor allow to remain within his dominions as merchants, or under any other plea or pretext, the subjects or citizens of any nation being at war with Great Britain or with the East India Company; nor under any circumstances of peace or war allow any European nation to obtain settlements (*i. e.*, territory or places under his own authority) within the same, nor enter into any new engagements with any European or Indian States without the previous concurrence of the British Governments in India.

ARTICLE 7.

When the Company shall require of the Rajah of Travancore any aid of his troops to assist them in war, it shall be incumbent on the said reigning Rajah for the time being to furnish such aid, to such extent and in such numbers as may be in his power, from his regular infantry and cavalry, exclusive of the native Nayrs of his country, which succours thus furnishable by the Rajah, as far as shall be consistent with the safety of his own country, shall be liable to be employed as far by the Company's Government on either side of the Peninsula as to Madura and Calicut; and to be, during such service, at the Company's expense and under their orders.

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ARTICLE 8.

That the pepper contract with the Company shall continue in perpetuity, liable however, after the expiration of the period of the existing contract, to such modifications as to price, period, or quantity, as may, from time to time, be agreed upon between the parties.

ARTICLE 9.

The Company engage not to impede in any wise the course of the rule or of administration of the Rajah of Travancore's government; nor at all to possess themselves or enter upon any part of what regards the management of the present Rajah's or his successor's country. At the same time it is provided that all the former agreements between the Honourable Company and the Rajahs of Travancore, relative to the settlements of Anjengo and Eddowa or Erawa, and to the Company's privileges in respect to trade throughout the Rajah's dominions, remain in full force, according to the practice hitherto; and as otherwise the object of this Treaty is principally to provide for the purposes of external defence, it bears therefore no reference whatever to the Rajah's situation as a tributary to the Carnatic, concerning which the Rajah of Travancore doth in the sincerity of his heart, of his own accord, acknowledge and declare that in the line of his former fealty, as from of old established, towards the Circar of the soubah of Arcot, there shall never occur any difference or deviation.

ARTICLE 10.

All unsettled claims of a pecuniary nature which the contracting parties may have had upon each other, relative to warlike expenses, up to the period of the conclusion of the Treaty of peace with Tippoo Sultan, under date the 18th of March 1792, shall be cancelled and declared null and void.

ARTICLE 11.

The Company engage that none of the Rajahs of Malabar under their jurisdiction shall be allowed to commit excesses in the country, or to encroach on the rights of the Rajah of Travancore or of his

successors; and both the contracting parties engage not to give shelter to the rebels, whosoever they may be, of either of the two States within the country of Malabar; but on the contrary to seize on and mutually to deliver up such persons.

ARTICLE 12.

On the commercial vessels of the said Rajah's frequenting any of the ports in India appertaining to the Honourable Company, they shall obtain every requisite assistance and supply on paying for the same; and in like manner the Honourable Company's ships shall experience the like assistance and supply in the ports and roads of his country.

This proposed Treaty, consisting of twelve Articles, has been concerted in the neighbourhood of Anjengo, on the 17th of November 1795 of the Christian era, corresponding with the 5th of Cartikee 971 of the Malabar style; between the reigning Rajah of Travancore, and the Honourable Jonathan Duncan, Esq., Governor of Bombay; on this footing, that the said proposed Treaty shall by the latter be transmitted to the Honourable the Governor General in Council, when after his approval he will forward it to England, and having thence also been approved, is within two years to be returned under the seal and ratification of the Company in the accustomed form and delivered to the Rajah; from which time the preceding concerted copy, being considered as a full and complete voucher, shall be strictly adhered and conformed to by both governments. The amount of the subsidy, under these proposed terms of perpetual Treaty, shall without fail be annually paid in cash at Anjengo in three equal kists or instalments at the expiration of every four months.

(Signed) JONATHAN DUNCAN.

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No. LIII.

TEMPORARY ENGAGEMENT between the HONOURABLE EAST INDIA COMPANY and RAJAH RAM RAJE BAHADOOR, the reigning Rajah of Travancore, settled by the HONOURABLE JONATHAN DUNCAN, Esq., Governor of Bombay, on the part of the Honourable Company, in consequence of instructions from the HONOURABLE SIR JOHN SHORE, Baronet, Governor General in Council of Fort William in Bengal, in virtue of the powers vested in him by the King and Parliament of Great Britain and by the East India Company to direct and control the political affairs of all the Company's settlements in India, on the one part, and by the said reigning Rajah of Travancore on the other.

ARTICLE 1.

Until the receipt, within two years, of the approbation and ratification from Great Britain of the proposed terms of Treaty of future perpetual friendship, alliance, and subsidy, as written this day the 17th November 1795, or 5th of Cartikee 971 Malabar style, and to be then of full force and observed on both sides, the following Articles shall constitute the rule of guidance.

ARTICLE 2.

The Rajah of Travancore shall, from the 17th of November 1795, or 5th of Cartikee Malabar style, pay to the Company, in the manner noticed in the 3rd Article of the proposed terms of a perpetual Treaty, a sum equivalent to the expense of one battalion of the Honourable Company's sepoys, which battalion shall be kept ready for his service whenever he stands in need thereof and shall call for the same to defend his country against external force; for which defence the Company engage, in the manner and under the conditions concerted under the 4th and 5th Articles of the proposed terms of a perpetual Treaty; under this further clause, that if during this interval the said Rajah shall find occasion to call for more than one battalion to his assistance, he is in such case to pay to the Honourable Company a sum equal to the expense of two battalions, but no more than for two, for any further force for his defence that may prove necessary.

ARTICLE 3.

During the said interval, or until the arrival from Great Britain of the approval of the proposed terms of a perpetual Treaty, the Rajah

of Travancore is to be liable to furnish and maintain at his own expense, on the requisition of the Company's Government at Bombay or Madras, one complete battalion of his troops, to serve under the command of the British officer, in conjunction with the English forces, on either side, between Madura and Calicut, in garrison or in the field, for such period or periods within the said interval as the assistance of the said battalion may be required; and any troops required beyond this battalion the Rajah is to the utmost of his ability to furnish, on the terms and to the extent of the 7th Article of the proposed terms of the perpetual Treaty.

This agreement, consisting of three Articles, is settled in the neighbourhood of Anjengo, on the 17th of November 1795, corresponding with the 5th of Cartikee 971 Malabar style, by the said reigning Rajah of Travancore and Mr. Duncan, by whom a copy hereof shall be sent to the Honourable Sir John Shore, Baronet, Governor General in Council, who, on approving thereof, is within two months from this date to signify his ratification of the same by a letter from the Governor General to the Rajah Ram Rajah Bahadoor; from the receipt of which letter this engagement is to become finally binding on the contracting parties, and to be in the meantime, or from this date, till the expiration of the two months allowed for the receipt of the answer from Bengal, literally observed on both sides. The amount of the subsidy under this temporary engagement shall without fail be annually paid in cash in three equal kists or instalments, at the expiration of every four months, at Anjengo.

(Signed) JONATHAN DUNCAN.

Whereas, in the 7th Article of the above Treaty, the following words occur, "which succours thus furnishable by the Rajah, as far as shall be consistent with the safety of his own country, shall be liable to be employed as far by the Company's Government on either side of the Peninsula as to Madura and Calicut," and these terms being deemed not sufficiently expressive of the intentions of the contracting parties; they hereby mutually agree that the words "and the boundary of

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the Cavae" be added immediately after the word "Calicut," and that accordingly the said Article stand as follows:—

ARTICLE 7.

When the Company shall require of the Rajah of Travancore any aid of his troops to assist them in war, it shall be incumbent on the said reigning Rajah for the time being to furnish such aid, to such extent and in such numbers as may be in his power, from his regular infantry and cavalry, exclusive of the native Nayrs of his country, which succours thus furnishable by the Rajah, as far as shall be consistent with the safety of his own country, shall be liable to be employed as far by the Company's Government on either side of the Peninsula as to Madura and Calicut and the boundary of the Cavae, and to be during such service at the Company's expense and under their orders.

The above Treaty having been transmitted to the Honourable Court of Directors for the affairs of the United Company of Merchants of England trading to the East Indies for their confirmation, agreeable to the stipulation therein contained, and the Honourable Court having expressed their assent to the several Articles of the said Treaty, including the amended Article subjoined to the original Articles, the said Treaty is hereby ratified by me and my signature, at Trevandrum in the country of Travancore, this twenty-first day of the month of July in the year one thousand seven hundred and ninety-seven of the Christian era, or the ninth day of the month Aṛu in the year nine hundred and twenty-two Malabar style.

Ratified by the Honourable the Court of Directors in 1797.

No. LIV.

TREATY of perpetual friendship and alliance between the HONOURABLE ENGLISH EAST INDIA COMPANY BAHADOOR, and the MAHARAJAH RAM RAJAH BAHADOOR, Rajah of Travancore.

Whereas the Treaty, concluded in the year 1795 between the Honourable Company of Merchants of England trading to the East Indies

and His late Highness the Rajah of Travancore, was intended to defend and protect the Travancore country against foreign enemies, and to strengthen and fix the terms of the ancient friendship and alliance subsisting between the Company and the Rajah of Travancore; and Whereas it is evident that the intentions of the contracting parties have not been duly fulfilled; and Whereas the said Company and the Rajah of Travancore have judged it expedient that additional provisions should at this time be made for the purpose of supplying the defects in the said Treaty, and of establishing the connection between the said contracting parties on a permanent basis of security in all times to come: Therefore, in order to carry into effect the said intentions, the present Treaty is concluded by Lieutenant Colonel Colin Macaulay, the Resident at Travancore, on the part and in the name of His Excellency the Most Noble Marquis Wellesley, K. P. and K. C., Governor General in Council of all the British possessions in the East Indies, and by His Highness the Rajah of Travancore for himself, agreeably to the following Articles, which shall be binding on the contracting parties as long as the sun and moon shall endure.

Article 1.

The friends and enemies of either of the contracting parties shall be considered as the friends and enemies of both; the Honourable Company especially engaging to defend and protect the territories of the Rajah of Travancore against all enemies whatsoever.

Article 2.

Whereas by the seventh Article of the Treaty concluded in the year 1795 between the Ram Rajah Bahadoor and the English East India Company Bahadoor, it was stipulated "that when the Company shall require any aid of his troops to assist them in war, it shall be incumbent on the said reigning Rajah for the time being to furnish such aid, to such extent and in such numbers as may be in his power, from his regular infantry and cavalry, exclusive of the native Nayrs of his country," and the Company being now willing entirely to release the Rajah from the obligation incurred under the said stipulation; it is

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hereby concluded and agreed that the Ram Rajah Bahadoor is for ever discharged from the aforesaid burdensome obligation.

ARTICLE 3.

In consideration of the stipulation and release contained in the first and second Articles, whereby the Company becomes liable to heavy and constant expense, while great relief is afforded to the finances of the Rajah, His Highness engages to pay annually to the said Company a sum equivalent to the expense of one regiment of native infantry in addition to the sum now payable for the force subsidised by the third Article of the subsidiary Treaty of 1795; the said amount to be paid in six equal instalments to commence from the first day of January one thousand eight hundred and five; and His said Highness further agrees that the disposal of the said sum, together with the arrangement and employment of the troops to be maintained by it, whether stationed within the Travancore country or within the Company's limits, shall be left entirely to the Company.

ARTICLE 4.

Should it become necessary for the Company to employ a larger force than that which is stipulated for in the preceding Article, to protect the territories of the said Maharajah against attack or invasion, His Highness agrees to contribute jointly with the Company towards the discharge of the increased expense thereby occasioned such a sum as shall appear on an attentive consideration of the means of His said Highness to bear a just and reasonable proportion to the actual net revenues of His Highness.

ARTICLE 5.

And whereas it is indispensably necessary that effectual and lasting security should be provided against any failure in the funds destined to defray either the expenses of the permanent military force in time of peace, or the extraordinary expenses described in the preceding Article of the present Treaty, it is hereby stipulated and agreed between the contracting parties that whenever the Governor General in Council of Fort William in Bengal shall have reason to apprehend such failure

in the funds so destined, the said Governor General in Council shall be at liberty and shall have full power and right either to introduce such regulations and ordinances as he shall deem expedient for the internal management and collection of the revenues or for the better ordering of any other branch and department of the government of Travancore, or to assume and bring under the direct management of the servants of the said Company Bahadoor such part or parts of the territorial possessions of His Highness the Maharajah Ram Rajah Bahadoor as shall appear to him, the said Governor General in Council, necessary to render the said funds efficient and available either in time of peace or war.

ARTICLE 6.

And it is hereby further agreed that, whenever the said Governor General in Council shall signify to the said Maharajah Ram Rajah Bahadoor that it is become necessary to carry into effect the provisions of the fifth Article, His said Highness Maharajah Ram Rajah Bahadoor shall immediately issue orders to his amils or other officers, either for carrying into effect the said regulations and ordinances according to the tenor of the fifth Article, or for placing the territories required under the exclusive authority and control of the English Company Bahadoor; and in case His Highness shall not issue such orders within ten days from the time when the application shall have been formally made to him, then the said Governor General in Council shall be at liberty to issue orders by his own authority either for carrying into effect the said regulations and ordinances, or for assuming the management and collection of the said territories, as he shall judge most expedient for the purpose of securing the efficiency of the said military funds and of providing for the effectual protection of the country and the welfare of the people: Provided always that, whenever and so long as any part or parts of His said Highness's territories shall be placed and shall remain under the exclusive authority and control of the said East India Company, the Governor General in Council shall render to His Highness a true and faithful account of the revenues and produce of the territories so assumed: Provided also that in no case whatever shall His Highness's actual receipt or annual income, arising out of his territorial revenue, be less than the sum of two lakhs of Rupees, together with one-fifth part of the

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net revenues of the whole of his territories, which sum of two lakhs of Rupees, together with the amount of one-fifth of the said net revenues, the East India Company engages at all times and in every possible case to secure and cause to be paid for His Highness's use.

ARTICLE 7.

His Highness Maharajah Ram Rajah Bahadoor engages that he will be guided by a sincere and cordial attention to the relations of peace and amity established between the English Company and their allies, and that he will carefully abstain from any interference in the affairs of any State in alliance with the said English Company Bahadoor, or of any State whatever; and for securing the object of this stipulation it is further stipulated and agreed that no communication or correspondence with any foreign State whatever shall be holden by His said Highness without the previous knowledge and sanction of the said English Company Bahadoor.

ARTICLE 8.

His Highness stipulates and agrees that he will not admit any European foreigners into his service without the concurrence of the English Company Bahadoor, and that he will apprehend and deliver to the Company's Government all Europeans of whatever description, who shall be found within the territories of His said Highness without regular passports from the English Government; it being His Highness's determined resolution not to suffer even for a day any European to remain within his territories unless by consent of the said Company.

ARTICLE 9.

Such parts of the Treaty of Anno Domini one thousand seven hundred and ninety-five (1795), between the English East India Company and the late Rajah of Travancore, as are calculated to strengthen the alliance, to cement the friendship, and to identify the interests of the contracting parties, are hereby renewed and confirmed; and accordingly His Highness hereby promises to pay at all times the utmost attention to such advice as the English Government shall occasionally judge it necessary to offer to him, with a view to the economy of his finances, the

better collection of his revenues, the administration of justice, the extension of commerce, the encouragement of trade, agriculture, and industry, or any other objects connected with the advancement of His Highness's interests, the happiness of his people, and the mutual welfare of both States.

ARTICLE 10.

This Treaty, consisting of ten Articles, being this day, the twelfth day of January one thousand eight hundred and five, settled and concluded at the fortress of Teeroovanandapooram in Travancore by Lieutenant Colonel Colin Macaulay, on behalf and in the name of His Excellency the Most Noble Marquis Wellesley, K. P. and K. C., Governor General in Council, with the Maharajah Ram Rajah Bahadoor; he has delivered to the said Maharajah one copy of the same in English and Persian signed and sealed by him, and His Highness has delivered to the Lieutenant Colonel aforesaid another copy, also in Persian and English, bearing his seal and signature, and signed and sealed by Valoo Tomby, Dewan to the Maharajah; and the Lieutenant Colonel aforesaid has engaged to procure and deliver to the said Maharajah, without delay, a copy of the same under the seal and signature of His Excellency the Most Noble Marquis Wellesley, Governor General in Council, on the receipt of which by the said Maharajah, the present Treaty shall be deemed complete and binding on the Honourable the English East India Company and on the Maharajah Ram Rajah Bahadoor of Travancore, and the copy of it now delivered to the said Maharajah shall be returned.

(Signed) C. MACAULAY.

Ratified by the Governor General in Council on 2nd May 1805.

No. LV.

SUNNUD granted to the RAJAH of TRAVANCORE, dated 11th March 1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India, who now govern their own territories, should be perpetuated. and that the representation and dignity of their

TRAVANCORE.

No. LV.

Houses should be continued; I hereby, in fulfilment of this desire, convey to you the assurance that on failure of natural heirs the adoption by yourself and future rulers of your State of a successor, according to the Hindoo law and to the customs of your race, will be recognised and confirmed.

Be assured that nothing shall disturb the engagement thus made to you, so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, grants or engagements, which record its obligations to the British Government.

(Signed) CANNING.

A similar Sunnud was given to the Rajah of Cochin.

COCHIN.

From a Report by the Madras Government.

THE Rajahs of Cochin are of the pure Chettiar caste and claim to be descended from the last of the potentates who are stated to have held supreme authority over the whole extent of territory stretching from Gokuru in North Canara to Cape Comorin. In 1759 the Rajah was attacked by the Rajah of Calicut, who was expelled by the Rajah of Travancore, and, as a reward for the service performed on that occasion, certain portions of territory were transferred from Cochin to Travancore. In 1776 the State of Cochin was conquered by Hyder Ali. It remained tributary and subordinate to Hyder and subsequently to his son Tippoo Sultan, until the peace concluded by the latter with the British in 1792, when the claims of Mysore were transferred to the British. A Treaty (No. LVI.) had previously been concluded in 1791 with the Rajah by which he had agreed to become tributary to the British Government for his territories which were then in the possession of Tippoo, and to pay a subsidy of Rupees 1,00,000 annually. After the peace, Chettewah Manopooram was leased (No. LVII.) to the Rajah for ten years.

In 1809 an insurrection took place in Cochin against the British power. This was suppressed, and a fresh Treaty (No. LVIII.) was then entered into, by which the Rajah agreed to pay, in addition to the usual subsidy of one lakh of Rupees, an annual sum equal to the expense of one battalion of native infantry, or 1,76,037 Arcot Rupees, making an aggregate payment yearly in six equal instalments of Rupees 2,76,037; the disposal of the amount of subsidy, as well as the distribution of the force maintained by it, whether stationed within or without the territories of the Rajah of Cochin,

COCHIN. No. LVI.

being left unreservedly to the British Government. The other provisions of the Treaty were similar to those of the Treaty concluded with the Rajah of Travancore in 1805. The annual payment from the Rajah of Cochin to the British Government was subsequently reduced to Rupees 2,00,000, at which sum it now stands.

The present Rajah of Cochin, Ravi Vurmah, succeeded to power on the death of his brother in 1853. He has received the right of adoption (No. LV.). In the Cochin as in the Travancore State the line of succession is through the female branch of the family. The area of Cochin is 1,131 square miles, the population 3,99,060 souls, and the revenue Rupees 10,57,497. The military force consists of 317 men and two guns.

No. LVI.

Treaty with the Rajah of Cochin in 1791.

Parampadappoo Valea Ramavarmah, Rajah of Cochin, having solicited an alliance with the Honourable United English East India Company, which the Honourable the Governor in Council of Madras has accepted of, on condition that the said Rajah shall throw off all allegiance to Tippoo Sultan, and become tributary to the said Honourable Company; Mr. George Powney, on behalf of the Honourable the Governor in Council of Madras, has settled with the above said Rajah this Treaty, consisting of nine Articles.

Article 1.

It is agreed that Rajah Ramavarmah of Cochin shall not swerve from the conditions of this Treaty, and shall faithfully adhere to them without diminution or reserve.

Article 2.

That the Honourable Company's forces shall assist Ramavarmah Rajah to recover the possessions wrested from him by Tippoo Sultan, and shall render him independent of him.

ARTICLE 3.

That upon the said possessions or districts which are underwritten being recovered, Ramavarmah Rajah shall be put in full possession of them.

Names of the Districts wrested from the Rajah.

In the district of Nandevalam the following dependencies:—
Mookanapooram and Irjanacoodel.
Kodashery.
Maperanum.
Pooducadoo.

In the district of Paravanttaney the following dependencies:—
Treshour.
Paravanttanny.
Paragom and Parumanum.
Yennamakel.
Chettalipillee.

The district of Tallapellie.
The district of Mooblurkarah.
The district of Parattoo Vedee.
The village of Tekkamangalum.
The district of Kawoolapar.

In the district of Palyghatchery:—
Two Hills called Temmalapooram.
Vadamalapooram.

Between these districts:—
Kodagara Nandoo.
Naledesum.

In the district of Chetwan and Manapooram:—
Padanittaulum.
Kanrah.
Tireparate.

The village of Cranganore.
Trevangekadum Church.
Yada Turtie.

ARTICLE 4.

That upon Ramavarmah Rajah being in possession of the above-mentioned districts he shall become tributary to the Honourable United English East India Company, and shall pay to the representative or delegate of the Honourable Governor in Council of Madras, a yearly

COCHIN. No. LVI.

tribute, in the following manner:—for the first year he possesses the aforementioned districts, seventy thousand Rupees; the second year, eighty thousand Rupees; the third year, ninety thousand Rupees; and the fourth year, one hundred thousand Rupees; and ever after the last mentioned sum (Rupees 1,00,000) shall be annually paid by him. The yearly tribute shall be made in equal quarterly payments.

ARTICLE 5.

That in the event of any claim being preferred by any Rajah to the places and districts abovementioned within five years after the date of this Treaty, it shall be entitled to a fair and impartial discussion, and be subject to the final decision of the Honourable English East India Company's Government.

ARTICLE 6.

That in consideration of a Treaty which subsists between the Honourable Dutch East India Company and the Rajah Ramavarmah of Cochin, the Honourable Governor in Council of Madras, not wishing to enter into any condition which may not be compatible with the spirit of the Treaty subsisting between the above-mentioned parties, it is agreed that Rajah Ramavarmah shall become tributary to the Honourable English East India Company only for those districts and places before recited which were in the possession of Tippoo Sultan, and for which the said Rajah paid him tribute, and with which the Honourable Dutch Company have no concern.

ARTICLE 7.

That the Rajah Ramavarmah shall exercise a complete and uncontrolled authority over the aforementioned possessions, under the acknowledged sovereignty of the Honourable English Company.

ARTICLE 8.

The Honourable English East India Company relying on the constancy and firmness of Rajah Ramavarmah's alliance and vassalage, and his continuing faithful to these engagements, it is agreed that no further demands shall be made upon him, and he shall receive that

protection which the Honourable English East India Company always give to their faithful tributaries and allies.

ARTICLE 9.

It is agreed that this Treaty shall be considered to have effect from the time (25th September 1790) Rajah Ramavarmah regained possession, by power of the Honourable Company's arms, of the districts and places wrested from him by Tippoo Sultan, and that from that period the said Rajah shall commence to pay the tribute mentioned in the 4th Article of this Treaty.

Mark of the Rajah | Seal.

Cochin, 6th January 1791.

We, the President and Council of Fort St. George, by virtue of the authority vested in us by the Governor General in Council of Fort William in Bengal, do acknowledge the within copy of the Treaty between the Honourable English East India Company and the Rajah of Cochin, and declare it binding upon all the said Company's settlements in India, and have signed and sealed the same in Fort St. George, the 2nd February of the Christian era.

(Signed) W. MEADOWS.
" CHARLES OAKELEY.
" JOHN HUDLESTON.

The Company's Seal.

No. LVII.

Whereas by a Treaty of peace concluded between the Honourable Company and Tippoo Sultan on the 16th March 1792, the latter ceded to the former in full sovereignty the province of Malabar; and Whereas at the solicitation of the Rajah of Cochin a part of the province, *viz.*, the island Chettewah Manapooram, exclusive of the Cherical lands of Pudewatara, Alum, and Kanru, in which last is the Rajah's temple of Trevangecolum and of the Pagoda Teriparattu, the Honourable the Governor

COCHIN.

Nos. LVII. & & LVIII.

General in Council has directed shall be leased to the said Rajah for the space of ten years on the terms and conditions hereunder specified, provided they shall be approved and confirmed by the said Governor General in Council: I, James Stevens, Esquire, supervisor of the province of Malabar, by virtue of the powers entrusted to me by the Honourable George Dick, Esquire, Governor in Council of Bombay, do hereby lease the said island to the above-mentioned Rajah of Cochin for the term aforesaid, on the following conditions:—

1*st.*—That the said Rajah shall pay annually during the term aforesaid the sum of Rupees thirty thousand clear of all deductions in three instalments, *viz.*, the first of ten thousand Rupees on the 15th of Danoom, or December 28th; the second of the same sum on the 15th Makharom; and the remaining ten thousand at the end of Shingum.

2*nd.*—That the authority of the judicial courts established by the late Commissioners shall be in force throughout the districts of Chettewah Manapooram.

3*rd.*—That the collections of the customs shall remain with the Honourable Company's officers, excepting goods belonging to the Rajah, which shall be exempted from duties provided that the Rajah shall certify that such goods on which he claims exemption are *bonâ fide* his property.

4*th.*—That in case any complaints shall be made by the inhabitants of Chettewah of oppression by the Rajah or his Karegaars, such complaints, when proved, shall be deemed sufficient cause for the lease of the island being cancelled and the agreement of no validity, and of course the collections of the island of Chettewah will be resumed by the Company's officers.

No. LVIII.

TREATY of perpetual friendship and subsidy, between the HONOURABLE THE ENGLISH EAST INDIA COMPANY BAHADOOR, and the RAJAH of COCHIN.

Whereas an agreement was concluded in the year 1790 between the Honourable East India Company Bahadoor and the late Rajah of Cochin, by which that Rajah was to be put in possession of, and to hold on

specific conditions as a tributary of the Honourable Company, certain districts therein enumerated; and Whereas the stipulations of that Treaty having been found insufficient, and the late occurrences in the Cochin territory having rendered it expedient that new engagements should be concluded which shall be calculated to prevent the authority and resources of the Cochin country from being employed in designs hostile to the British interests, and which shall be conducive to the advancement of the prosperity and welfare of both the States: Wherefore the following Articles of a new Treaty between the Honourable Company and the Rajah of Cochin have been agreed upon and settled by the Resident at Travancore, Lieutenant Colonel Colin Macaulay, being duly vested with authority thereto by the Honourable Sir George Hilaro Barlow, Baronet, Knight of the Most Honourable Order of the Bath, Governor in Council of Fort Saint George, on the part of the Honourable East India Company, and by the Rajah of Cochin for himself and successors, to be binding upon the contracting parties as long as the sun and moon endure.

ARTICLE 1.

The friends and enemies of either of the contracting parties shall be considered as the friends and enemies of both, the Honourable the East India Company Bahadoor engaging to defend and protect the territories of the Rajah of Cochin against all enemies whomsoever.

ARTICLE 2.

In consideration of the stipulations in the preceding Article, the Rajah of Cochin agrees to pay annually to the said Honourable Company, in addition to the usual subsidy of one lakh (1,00,000) of Rupees, a sum equal to the expense of one battalion of native infantry, or Arcot Rupees 1,76,037, making an aggregate annual payment of Arcot Rupees 2,76,037, the amount to be payable in six equal kists, and the payment to commence from the first of May 1809; and it is agreed that the disposal of the said amount, with the distribution of the force to be maintained by it, whether stationed within the territories of the Rajah of Cochin or of the Honourable Company, shall be left entirely to the Company.

COCHIN.

No. LVIII.

ARTICLE 3.

Should it become necessary to employ a larger force for the defence and protection of the Cochin territories against foreign invasion than is stipulated for by the preceding Article, the Rajah of Cochin agrees to contribute towards the discharge of the increased expense thereby incurred such a sum as shall appear to the Governor in Council of Fort Saint George, on an attentive consideration of the means of the said Rajah, to bear a just and reasonable proportion to the actual net revenues of the said Rajah.

ARTICLE 4.

And whereas it is indispensably necessary that effectual and lasting security should be provided against any failure in the funds destined to defray either the expenses of the permanent military force in time of peace, or the extraordinary expenses described in the third Article of the present Treaty, it is hereby stipulated and agreed between the contracting parties that whenever the Governor in Council of Fort Saint George shall have reason to apprehend such failure in the funds so destined, the said Governor in Council shall be at liberty and shall have full power and right either to introduce such regulations and ordinances as he shall deem expedient for the internal management and collection of the revenues, or for the better ordering of any other branch or department of the Rajah of Cochin, or to assume and bring under the direct management of the servants of the said Company Bahadoor such part or parts of the territorial possessions of the Rajah of Cochin as shall appear to him the said Governor in Council necessary to render the funds efficient and available either in time of peace or war.

ARTICLE 5.

And it is hereby further agreed that whenever the said Governor in Council shall signify to the said Rajah of Cochin that it is become necessary to carry into effect the provisions of the fourth Article, the said Rajah shall immediately issue orders to the Karegars or other officers, either for carrying into effect the said regulations and ordinances according to the tenor of the fourth Article, or for placing the territories required under the exclusive authority and control of the English Company Bahadoor; and in case the said Rajah shall

not issue such orders within ten days from the time when the application shall have been formally made to him, then the said Governor in Council shall be at liberty to issue orders by his own authority either for carrying into effect the said regulations and ordinances, or for assuming the management and collection of the revenue of the said territories, as he shall judge most expedient for the purpose of securing the efficiency of the said military funds, and of providing for the effectual protection of the country and the welfare of the people: Provided always that, whenever and so long as any part or parts of the said Rajah's territories shall be placed and shall remain under the exclusive authority and control of the said East India Company, the Governor in Council shall render to the Rajah a true and faithful account of the revenues and produce of the territories so assumed: Provided also that in no case whatever shall the said Rajah's actual receipt of annual income, arising out of his territorial revenue, be less than the sum of thirty-five thousand Rupees, together with one-fifth part of the net revenues of the whole of his territories; which sum of thirty-five thousand Rupees, together with the amount of one-fifth of the said net revenues, the East India Company engages at all times and in every possible case to secure and cause to be paid for the use of the said Rajah.

Article 6.

The Rajah of Cochin engages that he will be guided by a sincere and cordial attention to the relations of peace and amity established between the English Company Bahadoor and their allies; and that he will carefully abstain from any interference in the affairs of any State in alliance with the said English Company Bahadoor, or of any State whatever; and for securing the object of this stipulation it is further stipulated and agreed that no communication or correspondence with any foreign State whatever shall be holden by the said Rajah, without the previous knowledge and sanction of the said English Company Bahadoor.

Article 7.

The Rajah of Cochin stipulates and agrees that he will not admit any European foreigners into his service without the concurrence of the English Company Bahadoor, and that he will apprehend and deliver

COCHIN. No. LVIII.

to the Company's Government all Europeans, of whatever description, who shall be found within the territories of the said Rajah without regular passports from the English Government; it being the said Rajah's determined resolution not to suffer even for a day any European foreigners to remain within the territories now subjected to his authority, unless by consent of the said Company.

ARTICLE 8.

Whereas the complete protection of the said Rajah's territories may require that such fortresses as are situated within the said territories should be dismantled, or garrisoned, as well in time of peace as of war, by British troops and officers; the said Rajah hereby engages that the said English Company Bahadoor shall at all times be at liberty to dismantle or garrison, in whatever manner they may judge proper, such fortresses and strong places within the territories of the said Rajah as it shall appear to them advisable to take charge of.

ARTICLE 9.

The Rajah of Cochin hereby promises to pay at all times the utmost attention to such advice as the English Government shall occasionally judge it necessary to offer to him, with a view to the economy of his finances, the better collection of his revenues, the administration of justice, the extension of commerce, the encouragement of trade, agriculture, and industry, or any other objects connected with the advancement of the interests of the said Rajah, the happiness of his people, and mutual welfare of both States.

ARTICLE 10.

This Treaty, consisting of ten Articles, being this day, the sixth day of May 1809, settled and concluded at the palace of Anjekanall, near Cochin, by Lieutenant Colonel Colin Macaulay, Resident at Travancore, on the one part, on behalf and in the name of the Honourable Sir George Hilaro Barlow, Baronet, and Knight of the Most Honourable Order of the Bath, Governor in Council of Fort Saint George, on the part of the Honourable English East India Company; and on the other part by

the Rajah of Cochin, for himself and successors; the Lieutenant Colonel aforesaid has delivered to the said Rajah one copy of the same in English and Tamul, signed and sealed by him, and the said Rajah has delivered to the Lieutenant Colonel aforesaid another copy, also in Tamul and English, bearing his seal and signature; and the aforesaid Lieutenant Colonel has engaged to procure and deliver to the said Rajah, without delay, a copy of the same under the seal and signature of the Honourable the Governor in Council, on the receipt of which by the said Rajah the present Treaty shall be deemed complete and binding on the Honourable the English East India Company and on the Rajah of Cochin, and the copy of it now delivered to the said Rajah shall be returned.

Mark of the Rajah | Seal.

(Signed) G. H. BARLOW.
„ W. PETRIE.
„ T. OAKES.
„ J. CASAMAJOR.

By the Honourable the Governor in Council.

(Signed) A. FALCONAR,
Chief Secretary to Government.

Ratified in Council on the 17th October 1809.

(Signed) MINTO.
„ G. H. BARLOW.
„ T. OAKES.
„ J. CASAMAJOR.

By the Right Honourable the Governor General in Council.

(Signed) A. FALCONAR,
Chief Secretary to Government.

POODOOCOTTAH.

From a Report by the Madras Government.

THE Poodoocottah State is surrounded by the British districts of Tanjore, Trichinopoly, and Madura. Its gross revenue is about five lakhs of Rupees, of which three lakhs are enam and jaghire and two lakhs are payable to the Rajah. The British Government has no Treaty with Poodoocottah, the Rajah of which is exempt from tribute, and has courts of justice independent of all European superintendence. The Madras Government, however, receives petitions of complaint from his subjects and sends them for the report of the Political Agent, who is considered entitled to advise and remonstrate with the Rajah on all subjects, but more especially as regards his expenditure.

The first connection of the British Government with this Chieftain, then usually called Tondiman, appears to have been formed at the siege of Trichinopoly, in 1753, when the British army greatly depended on his fidelity and exertions for provisions. Subsequently he was very serviceable in the wars with Hyder Ali and in the operations against the rebellious usurpers of the large zemindary of Shevagungah in the Madura district after the cession of the Carnatic. Tondiman, in 1803, as a reward for his services, solicited favourable consideration to a claim preferred by him to the fort and district of Keelanelly, situated in the southern part of Tanjore, founded on a grant by Pertab Sing, Rajah of Tanjore, and engagements which were afterwards entered into by Colonel Braithwaite, General Coote, and Lord Macartney, on the faith of which he had re-taken the fort from Hyder Ali. After a very complimentary review of Tondiman's services, the Government of Madras ceded (No. LIX.) to him the fort and district of Keelanelly; a cession afterwards confirmed by the Honourable Court of Directors, with the condition that the district shall not be alienated, and that it shall revert

to the British Government upon satisfactory proof being given that the inhabitants labor under any oppressive system of management. Keelanelly yields a revenue of about Rupees 30,000 a year. The grant was also made subject to the yearly tribute of an elephant. The tribute however was not insisted upon, and in 1836 was formally excused.

Rajah Vejiah Ragoonada Tondiman died on the 1st February 1807, leaving two sons, the elder of whom, aged eleven, succeeded. During the minority of the young Chief the Resident at Tanjore exercised a strict superintendence over the affairs of the State, and procured a reformation of system in the revenue, police, and judicial departments, besides interfering to prevent particular acts of injustice. As the Rajah increased in age, this interference was gradually lessened, till about 1817 the Rajah was placed in charge of the whole administration.

Rajah Vejiah Ragoonada Rie Tondiman Bahadoor died in 1825 and was succeeded by his younger brother Rajah Ragoonada Tondiman, who died on the 13th July 1839. During his incumbency a question of jurisdiction having arisen between the magistrate of Trichinopoly and Tondiman in 1834, it was decided by the Governor General in Council that the subjects of petty States, like Poodoocottah, should be always amenable to the British courts for crimes and heinous offences committed within the British territory, but that this practice should not be reciprocal —such a distinction being a proper prerogative of the paramount power. It was at the same time ruled, however, that the delivery of heinous criminals, subjects of other States, who may have fled into the British territories, is entirely unobjectionable; and that a native subject of the British Government charged with a crime committed in another State, and apprehended before he had effected his escape into British territory, can be tried in that State. In consideration of the good character of Tondiman's government the concession was made to him that on a special order of the Madras Government, for which application was to be made in each and every case, native British subjects charged with offences committed in Poodoocottah and apprehended in British territory, might be delivered over to be dealt with by the Rajah's courts. By Act I. of 1849, however, this concession was cancelled, and it is rendered imperative that British subjects charged with offences in Poodoocottah and apprehended within British limits should be tried by

POODOO-COTTAH.

British tribunals, inasmuch as the Poodoocottah territory contains no court established by the authority of the Governor General in Council.

Rajah Ragoonada Tondiman left two sons, Rajah Ramchundra Tondiman Bahadoor, aged nine years, who succeeded to the Chieftainship, and Trimal Tondiman, aged eight years. Until 1841 the administration was conducted by the widow assisted by two Ministers, but in that year in consequence of representations of injustice by relations of the Rajah, the Resident at Tanjore was directed to reside at Poodoocottah as much as possible during the minority of the Tondiman, and to take the immediate superintendence and control of the business of the country which was to continue to be conducted by the Ministers of the Rajah.

The Resident on the receipt of these orders laid down rules for the guidance of the Ministers, which prohibited expenditure beyond certain limits, grants of land, assignments of produce, creation of offices, and increase or decrease of emoluments without his sanction, and prescribed the mode in which public business should be carried on.

In the same year the Residency at Tanjore was abolished, and the charge of Poodoocottah was entrusted to the Collector of Madura, one of the adjoining districts. The administration of the State was prosperously conducted under his superintendence during the remainder of the minority; all debts were paid off, and a surplus invested in the funds of the British Government.

Since the Rajah attained his majority, the Government of Madras has more than once interposed to insist on the Rajah regulating his expenditure, to remind him that the Honourable Court of Directors in 1805 made it a condition that the grant to Tondiman of the district of Keelanelly should be liable to resumption upon satisfactory proof being given that the inhabitants laboured under any oppressive system of government, and to warn him that, should he continue regardlessly in his ruinous course of living, the British Government would be compelled either to withdraw the Political Agent from all connection with him, or to take the Poodoocottah country under their own control and management, and to assign the Rajah a personal allowance not to be exceeded on any plea. The Rajah having, in despite of all warnings, continued in a course of reckless extravagance and contracted fresh debts as fast as with the aid of the Political Agent his old ones were cleared off, has recently, as

a mark of the displeasure of Government, been temporarily deprived of some of his titles. POODOO-COTTAH.

The Rajah has received a Sunnud (No. LX.) granting him the right of adoption. The area of the State is 1,037 square miles, the population, 2,68,750, and the revenue Rupees 3,24,136. The Rajah maintains a force of 126 infantry, 21 troopers, 3,260 militia, besides armed servants and watchmen. Nos. LIX.

No. LIX.

GRANT of the fort and district of KEELANELLY to TONDIMAN.

Captain Blackburne, the Resident at Tanjore, having communicated to me an explanation of the nature of the claims which you stated by my desire to that officer, I have in consequence caused particular enquiry to be made respecting the grounds of your right to the district of Keelanelly, and the result of the information which I have received, combined with the testimonies which have been brought to my attention of the fidelity and attachment to the interests of the Honourable Company's Government which have marked the conduct of yourself and your ancestors, have determined me to cede to you the possession of that territory, for the purpose of recompensing the services of your family, and of affording a distinguished example of the disposition of the Company's Government to reward with liberality those persons who adhere with fidelity to its interests and confidence in its protection.

I shall in consequence direct measures to be taken for defining the limits of the district of Keelanelly according to its extent when formerly in your possession, in order that it may be separated from the territory of the province of Tanjore and transferred to you.

It is my intention that you and your descendants shall hold the district in perpetual lease, subject to the tribute of an elephant to be presented annually to the British Government. But as the orders which I am about to issue on this subject must be dependent on the confirmation of the Honourable Court of Directors, you will not consider the arrangement to be permanent until it shall have been ratified by the Honourable

POODOO-COTTAH.

No. LIX.

Court of Directors. In the mean time, however, I shall direct that you shall be placed in possession of the fort of Keelanelly, and that you shall enjoy the revenues of the district until the final decision of the Court of Directors on your claim shall have been made known to this Government.

With respect to the honorary marks of distinction which Captain Blackburne has informed me that you are desirous of possessing, I have determined that you and your descendants shall be permitted to assume the distinguishing marks of two gold chobdar sticks conformably to the wish which you have expressed on that subject; and as a token of my approbation, I have desired that two gold sticks of that description shall be prepared and presented to you in my name.

What more?

(Signed) CLIVE.

Fort St. George, 8th July 1803.

To Tondiman.

I have received your letter of the 1st of January last, and have issued directions through the Board of Revenue to the Collectors of the northern division of Arcot, for facilitating your wishes with respect to the oblations which you are desirous of offering at the Pagoda of Tripathy.

You were informed by a letter from Lord Clive, dated the 8th July 1803, of the tenure on which his Lordship was pleased to place you in possession of the district of Keelanelly, as a reward for your fidelity and that of your family to the British Government.

The subject having been referred to the Honourable the Court of Directors, agreeably to the intention stated in Lord Clive's letter, I have now to acquaint you that I have received the decision of the Honourable Court on that reference, and that the grant of Keelanelly to you and your family has been confirmed by the Court of Directors, subject, however, to the "express condition that the district shall not be alienated, and that it shall revert to the Company upon satisfactory proof being given that the inhabitants labor under any oppressive system of management."

Provided that the above conditions shall be observed, you and your descendants will continue in the uninterrupted possession of the district in question.

What more?

(Sd.) BENTINCK.

Fort St. George, 7th March 1806.

No. LX.

SUNNUD granted to the RAJAH of POODOOCOTTAH, dated 11th March 1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs, who now govern their own territories, should be perpetuated, and that the representation and dignity of their Houses should be continued; in fulfilment of this desire, this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognize* and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the engagement thus made to you, so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, grants or engagements, which record its obligations to the British Government.

(Signed) CANNING.

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* A similar Sunnud was granted to the jaghirdar of Sundoor, but for the word "recognize" read "permit."

BUNGANPULLY.

From a Report by the Madras Government.

THE jaghire of Bunganpully is estimated to contain an area of 500 square miles, and a population of 35,200, and to yield a revenue of Rupees 1,66,175. Although the present jaghiredar is nominally the head, the jaghire is subdivided into several minor jaghires, held by different members of the family. This State was held under successive grants from Mysore and Hyderabad and formed part of the territories ceded to the British Government by the Nizam under the Treaty of 1800. The family continued in uninterrupted possession of the jaghire till 1825, when, in consequence of the disorders which prevailed and the frequent complaints which were made against the jaghiredar, it was proposed to annex the jaghire and make an allowance to the members of the family for their sustenance.

This offer of a pension was rejected by the jaghiredar, who protested against the right of the British Government to resume his jaghire. According to the 5th and 6th Articles of the Treaty of 1800, concluded between the British Government and the Nizam, the jaghire had been ceded in perpetuity. But it was discovered from a correspondence which had taken place between the Resident at the court of the Nizam and the then Dewan, previous to the signing of the Treaty, that this jaghire was to form an exception to the countries ceded south of the Toombuddra. Government therefore withdrew from its intention of resuming the jaghire, and allowed the Collector of Cuddapah to examine the accounts of the jaghiredar and settle the claims of his creditors, to whom three-fourths of the net revenue were allotted, and the dividends regularly paid by the officer placed in charge of the jaghire.

In 1848, the accounts being closed, the jaghire was restored to Hoossain Ali Khan, the eldest surviving heir. Hoossain Ali Khan died before a Sunnud confirming the grant could be issued. He was succeeded

by his nephew Gholam Ali Khan, the present jaghiredar, to whom, in 1849, a Sunnud (No. LXI.) was granted, renewing to him and his heirs their former rights and privileges, with administration of civil and criminal justice, except in cases involving capital punishment, and stipulating that no grants should be made without a written document distinctly specifying that each alienation should hold good during such period only as the jaghire remained in the enjoyment of the grantee. All frontier duties in this jaghire were abolished.

In 1862 a Sunnud (No. LXII.) was granted to Gholam Ali Khan guaranteeing that the British Government would permit and confirm any succession to his State which may be legitimate according to Mahomedan law.

No. LXI.

SUNNUD issued to GHOLAM ALI KHAN, jaghiredar of BUNGANPULLY.

Whereas the Right Honourable the Governor in Council of Fort Saint George was pleased, on the 12th July 1848, to confer upon Hoossain Ali Khan and his heirs for ever, in jaghire, the lands of Bunganpully, free of peshcush and pecuniary demand; and Whereas the said Hoossain Ali Khan has demised before the issue of a Sunnud to confirm the same, and Gholam Ali Khan has been recognised and acknowledged by the Government of Fort Saint George as his successor and representative: this Sunnud is granted to the said Gholam Ali Khan as the present jaghiredar.

The jaghire of Bunganpully, conferred as aforesaid upon Hoossain Ali Khan and his heirs for ever free of peshcush and pecuniary demand, is hereby confirmed to you, Gholam Ali Khan, as the representative of the said grantee, Hoossain Ali Khan, now deceased.

You, therefore, shall have the general management of the revenue and police of your jaghire, and also the duty of administering civil justice, subject to the undermentioned conditions:—

You shall at all times maintain faith and allegiance to the Honourable Company; their enemies shall be your enemies, and their friends shall be your friends; you shall assist the Honourable Company to the utmost of your power against foreign and domestic foes; you shall maintain a strict watch over the public peace in your jaghire; you shall

BUNGANPULLY.

No. LXI.

not afford an asylum to offenders from the Company's districts, but shall either deliver them up or assist the officer of the Company who may be sent in pursuit of them; you shall cause justice to be rendered to inhabitants of the Company's districts and others who may have pecuniary claims on any of the inhabitants of Bunganpully.

In the administration of criminal justice within your jaghire, you will abstain from the punishment of mutilating criminals, and will not sentence capitally, or execute persons capitally convicted, without the sanction of Government previously obtained; but will refer all cases appearing to you to call for such punishments, for the consideration and orders of the Governor in Council.

You shall be answerable to the Honourable Company for the good government of your jaghire; and if ever it should happen that in consequence of misgovernment, the interposition of the Honourable Company should become necessary, the Governor in Council of Fort Saint George will, in such case, take such measures as may appear just and proper for restoring order, and providing for the security of the people.

On every occasion of your alienating any part of your lands, either rent-free or on payment of favorable quit-rent, you shall notify the particulars and conditions of such alienation to the Agent to the Governor of Fort Saint George, at Kurnool, or to any other officer who may from time to time be appointed by the Madras Government for the purpose, and you shall not confer any such enam lands, except under a written document, in which the terms and duration of the grant shall be distinctly specified, which duration is under no circumstances to extend beyond the enjoyment of the jaghire by the grantee.

Given under the seal of the Honourable Company, and signature of the Right Honourable the Governor in Council, in Fort Saint George, this twentieth day of March one thousand eight hundred and forty-nine.

(Signed) HENRY POTTINGER.
„ G. H. F. BERKELY.
„ D. ELIOTT.

Entered in the Secretary's Office.

By order of the Right Honourable the Governor in Council.

(Signed) H. C. MONTGOMERY,
Secretary to Government.

No. LXII.

SUNNUD to the Jaghirdar of BUNGANPULLY, dated the 11th March 1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs, who now govern their own territories, should be perpetuated, and that the representation and dignity of their Houses should be continued; in fulfilment of this desire this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will permit and confirm any succession to your State which may be legitimate according to Mahomedan law.

Be assured that nothing shall disturb the engagement thus made to you, so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, grants or engagements, which record its obligations to the British Government.

(Signed) CANNING.

SUNDOOR.

From a Report by the Madras Government.

SUNDOOR is a small valley lying between two chains of lofty hills on the west of the town of Bellary, containing a regular fort built by Hyder Ali and Tippoo Sultan at great expense, which is not now kept up. Its extent is about 145 square miles, and its population 13,446 souls. The revenue is about Rupees 37,821. This jaghire was at the end of 1853, and is still, held in possession by Vencut Rao Hindee Rao Gorepara, the nephew and adopted son of Sheva Rao, who held possession at the time the districts of Bellary and Cuddapah were ceded to the British Government after the fall of Seringapatam in 1799.

Sundoor formed a part of the principality of Morari Rao, the Mahratta Chief of Gooty, who was deprived of his dominions by Hyder Ali. His adopted son, Sheva Rao Bapa, fell in battle, leaving a son, Siddojee, only two years old, under the guardianship of his uncle Vencut Rao. In 1790 Vencut Rao and his nephew Siddojee, with a party of their own adherents, assisted by the inhabitants of Sundoor, expelled the Governor of Tippoo Sultan's fort and got possession of the place, which they were allowed to retain after the peace in 1792 as part of the ancient inheritance of their family. Siddojee died without issue in 1796, on which his uncle Vencut Rao applied to Dowlut Rao, the half-brother of Morari Rao, for one of his sons to be adopted by his widow, which was refused. He then made the same request of Eshwunta Rao, who also refused, but said that he might have one of the sons of his younger brother, Kundee Rao. On application being made to Kundee Rao, he consented and gave his son Sheva Rao, the Chief who held the jaghire in 1799. None of the descendants of Morari Rao ventured to reside in Sundoor during the life of

SUNDOOR.

Tippoo, because, being completely surrounded by his dominions, they, were afraid of being seized by treachery. But on his death in 1799, Vencut Rao and Sheva Rao went to Sundoor. The Peishwa about the same time issued a Sunnud granting Sundoor as a jaghire to Eshwunta Rao. No use was made of this Sunnud until some years after, when Eshwunta Rao sent a copy of it with a letter to Vencut Rao, saying that he wished that means should be taken to prevent dissensions in their families. Vencut Rao therefore sent for Nursinga Rao, the second son of Eshwunta Rao, in 1804, and gave him an allowance of 100 Pagodas monthly. But as Nursinga Rao attempted to form a cabal for his own interests, he was dismissed in 1808, and Sheva Rao continued to hold the jaghire as an independent Prince until the Mahratta war. The Peishwa indeed always regarded him as a rebellious vassal and endeavored by fraud and stratagem in 1815, on pretence of making a pilgrimage to the temple of Coomarasawmy, to get possession of the place.

On the breaking out of the Mahratta war, Sheva Rao was summoned by Brigadier General Munro to surrender Sundoor, and was promised a jaghire of nine thousand Rupees in any part of the British territory he pleased. The surrender of his fort and abdication of the government of his little valley were quietly made by Sheva Rao on the 27th October 1817. It was at first determined that the territory of Sundoor should be annexed to the British dominions; that Sheva Rao should have other territory assigned him, subject to the laws and regulations of the British Government; and that his power over the inhabitants of his future jaghire should be that only of an ordinary zemindar. But after the lapse of a few months, Government determined on restoring the jaghire of Sundoor to Sheva Rao; and the Collector of Bellary was directed by the Madras Government, in June 1818, to deliver over both the fort and district of Sundoor to him without delay. This order was immediately carried into effect; but the terms on which the jaghire was to be held were not finally determined until some years after. In 1826 a formal Sunnud (No. LXIII.) was given to Sheva Rao. It confers upon him and his heirs for ever the jaghire of Sundoor free of all pecuniary demands; leaves in his hands the entire management of revenue, police, and civil justice, on the condition of maintaining

SUNDOOR. No. LXIII.

faith and allegiance to the British Government, of maintaining a strict watch over the public peace of the jaghire, of not affording an asylum to offenders from British territory but of delivering them up or assisting the officers of Government sent in pursuit of them, and of causing justice to be rendered to the inhabitants of the British territory and others who may have pecuniary claims on any of the inhabitants of Sundoor. It was also stipulated that the Chief should be answerable for the good government of his jaghire, to ensure which the interposition of the Madras Government when necessary was provided for.

Sheva Rao remained in undisturbed possession of his jaghire till the day of his death, which occurred on the 2nd May 1840. He left no son of his own but he had an adopted son, Vencut Rao, the son of his brother Boojunga Rao.

The title of Vencut Rao Hindee Rao Gorepara to succeed was acknowledged by Government, and a Sunnud (No. LXIV.) was granted to him. The terms of the Sunnud are the same as those granted to Sheva Rao, with the exception that a provision was entered prohibiting punishment by mutilation, and the jaghiredar was restricted from exercising the power of sentencing capitally or executing persons capitally convicted, without the sanction of Government previously obtained. Vencut Rao received a Sunnud (No. LX.) in 1862 granting him the right of adoption.

No.. LXIII.

SUNNUD to SHEVA RAO GOREPARA, Jaghiredar of Sundoor.

The Honourable the Governor in Council of Fort St. George has been pleased to confer in jaghire on you and your heirs for ever the lands of Sundoor, free of peshcush and pecuniary demand.

You shall have the entire management of the revenue and police of your jaghire and also the duty of administering civil justice, subject to the undermentioned conditions:—

You shall at all times maintain faith and allegiance to the Honourable Company; their enemies shall be your enemies, and their friends shall be your friends. You shall assist the Honourable Company to

the utmost of your power against foreign and domestic foes. You shall maintain a strict watch over the public peace in your jaghire. You shall not afford an asylum to offenders from the Company's districts, but shall either deliver them up, or assist the officer of the Company who may be sent in pursuit of them. You shall cause justice to be rendered to inhabitants of the Company's districts and others who may have pecuniary claims on any of the inhabitants of Sundoor.

You shall be answerable to the Honourable Company for the good government of your jaghire, and if ever it should happen that in consequence of misgovernment the interposition of the Honourable Company should become necessary, the Honourable the Governor in Council of Fort Saint George will, in such case, take such measures as may appear just and proper for restoring order and providing for the security of the people.

Given under the seal of the Honourable Company and signature of the Governor in Council, in Fort Saint George, this 7th day of July one thousand eight hundred and twenty-six.

L. S.

(Signed) T. MUNRO.
„ G. T. WALKER, *Lieut. Genl.*
„ H. T. GRŒME.

Entered in the Secretary's Office.

By order of the Honourable the Governor in Council.

(Signed) J. M. MACLEOD,
Secretary to Government.

No. LXIV.

SUNNUD to VENCUT ROW GORPADAY, Jaghiredar of Sundoor.

The Right Honourable the Governor in Council of Fort Saint George has been pleased to renew in your name the Sunnud granted to Sheva Rao Gorepara, under date the 7th July 1826, conferring on him and his heirs for ever, in jaghire, the lands of Sundoor free of peshcush and pecuniary demand.

SUNDOOR.

No. LXIV.

You shall have the entire management of the revenue and police of your jaghire; and also the duty of administering civil justice, subject to the undermentioned condition:—

You shall at all times maintain faith and allegiance to the Honourable Company; their enemies shall be your enemies, and their friends shall be your friends; you shall assist the Honourable Company to the utmost of your power against foreign and domestic foes; you shall maintain a strict watch over the public peace in your jaghire; you shall not afford an asylum to offenders from the Company's district but shall either deliver them up, or assist the officer of the Company who may be sent in pursuit of them; you shall cause justice to be rendered to inhabitants of the Company's districts and others who may have pecuniary claims on any of the inhabitants of Sundoor.

In the administration of criminal justice within your jaghire you will abstain from the punishment of mutilating criminals, and will not sentence capitally, or execute persons capitally convicted without the sanction of Government previously obtained; but will refer all cases appearing to you to call for such punishments for the consideration and orders of the Governor in Council.

You shall be answerable to the Honourable Company for the good government of your jaghire; and if ever it should happen that in consequence of misgovernment the interposition of the Honourable Company should become necessary, the Right Honourable the Governor in Council of Fort Saint George will, in such case, take such measures as may appear just and proper for restoring order and providing for the security of the people.

Given under the seal of the Honourable Company and signature of the Governor in Council in Fort Saint George, this twelfth day of January, one thousand eight hundred and forty-one.

Entered in the Secretary's Office.

By order of the Right Honourable the Governor in Council.

(Signed) R. CLERK,
Secretary to Government.

SEAL.

(Sd.) ELPHINSTONE.
" ——
" ——
" JOHN BIRD.

MALABAR.

From Report of the Malabar Commissioners in 1793, and other papers in the Foreign Office.

ACCORDING to native tradition the Malabar coast was governed by deputies of the King of Choldesh, who were changed every twelve years; but upwards of one thousand years ago one of these Viceroys, Cheruma Perumal, set his superior at defiance and established his own power. Cheruma Perumal became a convert to Mahomedanism and on his departure for Arabia divided his territories among his principal Chiefs, thirteen in number. The principal States which arose out of this division were, in the north, Colastria or Cherical, which, at the time when the British Government acquired possession of the country from Tippoo Sultan under the Treaty* of 1792, had become subdivided into the separate States of Cherical or Colastria proper, Cotiote, Cartinaad, Cannanore, Randahterra, Coringote, and Irvernaad; and in the south, Travancore, Cochin, Corimnaad, and Calicut, ruled over by the Zamorin or Tamoori Rajah, who claimed supremacy over a large number of smaller principalities.

About the year 1664 the English began to trade in the Zamorin's dominions and in 1708 they obtained a grant of the fort of Telicherry in the north from the Colastria Rajah, the limits of which they soon extended southwards by conquest from the Rajah of Coringote. In 1719 they received from the Rajah of Coringote the right of exclusive trade in pepper. A similar privilege was obtained in 1722 from the Rajah of Colastria or Cherical, in 1725 from the Rajah of Cartinaad, and in 1759 from the Rajah of Cotiote. The territorial possessions of the English were extended in 1734 by the acquisition of the island of

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* See above, page 147.

MALABAR. Dermaputtam and the fort of Madacarra from the Rajahs of Canara and Colastria, and in 1749 the whole island of Madacarra was obtained, with power to administer justice therein. So rapid was the progress of British influence that the English soon became entitled to exclusive advantages in purchasing the valuable products of the greater part of the Malabar country, and in 1760 they obtained from the Rajah of Cherical the privilege of collecting customs duties within their own territories in consideration of a fixed quit-rent of 21,000 silver Fanams, or Rupees 4,200, a year. They also obtained the mortgage of Randahterra in payment of loans which the Rajah had contracted. The grant of Randahterra was confirmed by a subsequent agreement on 23rd March 1765, by which time the debt had not been paid off, and again on 16th May of the same year the rents to be collected from the district were fixed, and the Rajah of Cherical promised to be and remain faithful to the English and to assist them when required with 500 Nairs.

Nos. LXV. to LXXIV. are some of the principal engagements contracted with the Malabar and Canarese Chiefs before the conquest of their country by Hyder Ali.

The Zamorin claimed to be sovereign paramount over the smaller principalities in the southern districts of Malabar, and reduced most of them to subordination by force of arms. His spirit of conquest however provoked the invasion of Hyder Ali, who, in 1766, reduced the whole country from Cherical to Cochin. The Chiefs of Cochin, Coringote, and Randahterra were allowed to retain their possessions, but the others were driven out and the management of their States was entrusted to Ali Rajah, the Mopilla Chief of Cannanore. During the war which broke out between the British Government and Hyder Ali in 1768, the Malabar Chiefs who had taken refuge in Travancore and the British territories reinstated themselves and held possession till 1774, when the southern Rajahs were again expelled. In the northern districts, the Rajah of Cartinaad submitted to Hyder, and the Rajah of Cherical was confirmed by Hyder in his possessions and in Cotiote and Irvernaad on condition of paying tribute. All the Chiefs of Malabar who had assisted the British Government during the war were included in the Treaty of Peace* with Tippoo Sultan in 1784, and Tippoo engaged

* See above, page 141.

not to molest them. But this promise was ill kept. For in a few years Tippoo again drove most of the Rajahs and their families from the country by his insane attempt forcibly to convert them to the Mahomedan faith.

In the war of 1790 the Nairs were encouraged to throw off their dependence on Tippoo Sultan by a promise of protection on condition of their becoming subjects and dependants of the British Government. Accordingly, on the 4th of May 1790, deeds were given to the Rajahs of Cherical, Cartinaad, and Cotiote promising to include them in any Treaty which the British Government might make with Tippoo. A similar deed was given to the heir apparent of the Zamorin. After Tippoo's troops were expelled from Coringote, the Rajah of that principality was allowed to resume possession of his country, but he soon after renewed his connection with the French in the Settlement at Mahe and acknowledged his dependence on them. The Mopilla Chief of Cannanore sided with Tippoo, but on the reduction of his fort he submitted to the British Government unconditionally. Before the end of the year 1791 Tippoo's army was driven out of the whole of the Malabar country, the Rajahs both in the north and south were restored, and their territories, with exception of those of Nelisherum, Vetul Hegra, Coomly, and Bungar, were included in the cessions to the British Government under the Treaty of 1792.

Commissioners were appointed in 1792 to enquire into the condition of the ceded districts, and to establish a suitable system of government and judicial administration. The Rajahs did not at first acquiesce in the assumption of the sovereignty of the country by the British Government, but eventually agreements were concluded with them by which they engaged to submit to the control of the British Government, to pay tribute, and to grant the monopoly of the pepper trade. In December 1792 free trade was proclaimed in all articles except pepper, but the attempt to maintain the pepper monopoly proved a failure and the restrictions on the trade in that article also were removed in the following year, the British Government limiting its claims to a payment in kind of a moiety of the tribute to which, as sovereigns of the country, they were entitled. The first agreements which were made with the Rajahs were temporary and generally concluded for one year only until the resources of the country could be ascertained and a fair tribute fixed in proportion to the revenues. Eventually the Rajahs agreed to a joint

MALABAR. collection of the revenues by their own officers and those of the British Government. Inland customs were abolished and taxes on exports and imports were levied by the British Government alone. Courts of justice were established, presided over by officers of the British Government, and in a short time the administration of the country was assimilated to that of the other British provinces. Thereafter engagements were from time to time made with the Chiefs; but they were merely revenue engagements which it would be out of place to insert in a collection of this kind. The earlier engagements made with them, before they had quite lost their political status, are given in Nos. LXXV. to XCVI.

The rule of succession which had been established in these States, as indeed among the Nairs generally, was most peculiar,* being in favour not of the sons of the Rajahs but of the sons of their sisters who formed temporary connections with Malabar Brahmins called Namboories. The children of these sisters were divided into separate branches or houses called Colgums and succeeded to the chiefship by seniority, the heir apparent being styled the first Rajah and the others the second, third, and fourth Rajahs. Thus in the family of the Calicut Rajahs, there were five primary ranks, the senior of all being the Zamorin himself. After him came in succession the Eralpaar or 2nd Rajah, the Munalpaar or 3rd Rajah, the Nelampaar or 4th Rajah, and the 5th Rajah styled the Neree Erepoo Moot Erary or Great Erary of Neree Erepoo, a district in Ernaad. Each of these Rajahs, if they lived long enough, succeeded to be Zamorin. The junior Rajahs took their names from the Colgums or palaces in which they resided till by seniority they reached the fifth rank in the family. At the head of these Colgums was the Ambary or eldest female of the Zamorin line. After her followed the Poodio Colgum or new palace, the Kurki Colgum or eastern palace, and the Perinjar Colgum or western palace. Even in the Mopilla families, which are Mahomedan, the succession went in the female line. Thus in the Cannanore family, which in addition to their estates on the mainland held possession of the southern Laccadive Islands, the chief male representative of the family was called Ali Rajah or Adi Rajah the prince of the sea. The last of these was succeeded by his niece whose husband died during the siege of

* See Travancore, page 295.

Cannanore in 1790. This lady was succeeded by her daughter and granddaughter. The last died in October 1861, and the Madras Government, mistaking the rule of succession, which requires that every heir must be descended immediately from a female, and imagining that females only could succeed, recognized her distant female relative to the exclusion of her son. But on the appeal of the son, Ali Rajah, and after further investigation of the case, his right to the succession was recognized.

No. LXV.

Treaty with the Prince of Cherical in 1756.

Article 1.

If the French or any other power should come against the English Company in any part of the dominions of the King of Colastria, which extends from Canharottu north to the river of Cotta south, the Prince of Cherical promises to assist them with all his people and arms and to use his influence to get succours likewise from the other powers.

Article 2.

Immediately on a French fleet of ships appearing off or on, the Chief of Tellicherry advising of their being seen, the Prince of Cherical promises to send fifteen hundred musketeers to the assistance of the English Company with such others after them as he can procure, as is stipulated in the above Article: and further, in case a large English force comes to Tellicherry and the Chief of Tellicherry requests the Prince of Cherical to afford his assistance to expel the French from the country, he promises readily to give it to the best of his ability on its being previously settled what part of the gain he (the Prince) is to have, the English proving successful.

Article 3.

If the French or any other power comes against the Prince of Cherical the English Company promise to assist him with armed people, balls, powder, and loans of money.

ARTICLE 4.

Whenever the forces of the English Company act in conjunction with those of the Prince's, the heads of these last are to be under the directions of the officer who may be appointed from time to time by the Chief of Tellicherry to command the English forces.

ARTICLE 5.

All forces sent by the Prince of Cherical to the assistance of the English Company are to be paid by them in the manner of their own Nairs; as, on the contrary, the forces sent by the English Company to the assistance of His Highness with the balls, powder, &c., are to be at his charge and expense.

ARTICLE 6.

The trade and commerce of the English Company, in the dominions of Colastria, are to remain on the same footing as formerly; and the Prince of Cherical accordingly promises to put no impediments in the way of it, but to use his influence to enlarge it; as, on the other hand, the English Company promise to favour the Prince in the interest and affairs of his country, according to his necessities, as in times past.

No. LXVI.

THE ROYAL GRANT of KING BADDACALAMCUR, Regent of Colastria, dated the 9th September 1760.

ARTICLE 1.

Of our free and good will we confirm to the English Company all their grants and privileges in our kingdom, given them by our ancestors; also the agreement entered into with our younger brother, to be and remain unalterable for ever.

ARTICLE 2.

Whereas all the pepper produced in our country is permitted by these grants to be bought by the Company without any impediment,

also for them to impede any one transporting thereof; we now, in order the more firmly to establish this privilege unto them, and especially to prevent the Dutch or any one else purchasing the pepper of Randah-terra, further consent to the Company's placing their people, both by land and sea, in any part they may judge proper to frustrate it; and if, for this purpose, the Chief of Tellicherry shall request our assistance, we hereby promise to afford it in like manner as he may desire it.

ARTICLE 3.

All vessels, of what kind soever, drove on shore by stress of weather or other accidents in the dominions of Colastria are, by the laws thereof, the sovereign's property; but should any one belonging to the English Company, or having their sealed pass, happen to run ashore in any part of our dominions, we promise not to seize thereon but rather to be aiding, so as to prevent as much as possible any damage or loss accruing to the said vessels or her cargo, and to restore her to the Company for account of the lawful owners.

ARTICLE 4.

Having frequently experienced maleficent and disobedient behaviour in our heir, Unnamen Tamban, we are determined to reject him and take such other as, on consulting with the Chief of Tellicherry, he may approve; though in case Unnamen Tamban returns to his obedience, with the Chief's consent, we will retake him for our heir: and should any of our successors happen to be brotherless or nephewless and be necessitated to constitute some other Prince more distantly allied, their heir, we agree, that he shall first advise with the Chief, for the time being, of Tellicherry, and not appoint him but with his approbation.

ARTICLE 5.

At the expiration of forty days we will come again to Tellicherry and cause a calculate to be made of the amount customs we receive from the Company and those trading under their protection in our dominions, agreeable to which we will agree to accept of a certain stipend to be paid us annually in lieu thereof.

MALABAR.

No. LXVI.

Cherical or Colastria.

An Obligation given by the King Regent of Colastria, the 9th of September 1760.

Article 1.

Whatever balances may be due to the Honourable Company from the Princes of the palace of Palliquilote on the adjustment of that account with my ministers, together with that owing by the four Chiefs of Payenalt (who are the Achamars of Randahterra) on Randahterra, with the interest thereon, agreeable to their obligation, also the amount of what the King may be supplied with in his present exigency, his Majesty obliges himself to discharge out of the annual rents of Randahterra Poddateddattu Naudu, situated to the southward of Nelleaseroon, and Cunhangalattu, to the southward of said Poddateddattu Naudu, until the whole is paid off; and to that effect his Majesty hereby mortgages to the Company the revenues of those places.

Article 2.

The district of Randahterra having, for these eight or nine years past, been greatly oppressed with heavy rents and fines to its great detriment, and which, if continued, will end in the total ruin thereof, particularly the pepper plantations there, whereby the Company will receive great prejudice, the King promises to alleviate the rents of the said place, also to moderate the fines, by not letting them together exceed twenty-five per cent.

Article 3.

When the Company are paid the debts abovementioned, with the interest that shall arise thereon, this obligation is to be null and void.

Article 4.

At the expiration of forty days, when the King comes hither and settles the annual allowance to be paid him in lieu of the customs of Tellicherry, &c., then also will be taken into consideration what part of the interest on the Achamar's debt can be remitted him.

A PRIVILEGE granted by the KING BADDACALAMCUR, Regent of the Kingdom of Colastria, on the 22nd of November 1760, E. S., 9th of November 936, M. S.

Be it known to all that I, the King Baddacalamcur, Regent of the kingdom of Colastria, taking into consideration the many services, favours, and assistances received by our Palace of Pally from the Honourable English Company, as well in the time of our ancestors as in our own, especially in the difference which was of late between us and our nephew, Prince Unnamen, wherein we experienced a firm and faithful friendship from the Company; in consequence whereof, by this our royal writing over and above all former privileges, we give and grant to the said English Company our whole right of collecting customs in all and every place under their protection, throughout our dominions, from this day forward for ever; in lieu of which the Company shall be obliged annually to pay us the sum of twenty-one thousand (21,000) silver Fanams, wherewith we are satisfied, and against which our heirs and successors have nothing to object, nor shall at any time; it being done of our own free and good will and passed with our sign royal.

No. LXVII.

AGREEMENT with the PRINCE OF CHERICAL, 1765.

An Agreement made with the actual Prince Regent of Cherical on the 23rd of March 1765.

In the year 940 (March the 13th) Malabar style, I, the Regent Prince Revyvarma, certify by this agreement that I have consented the province of Randahterra shall be under the Honourable United English East India Company's protection, and for them to collect the rents and revenues thereof, towards paying their demands due by the

The Chief of Tellicherry's Declaration to the Prince Regent of Cherical on his assignment of Randahterra on the 23rd of March 1765, E. S.

In the year 940, ditto 13, M. S., I, Thomas Byfeld, Esq., Chief of Tellicherry, do, by these presents, declare, in behalf of the Honourable United English East India Company, that the present Prince Regent, Revyvarma, having put the province of Randahterra under their protection, and has ceded the revenues thereof to be recovered

MALABAR.
Nos. LXVII. & LXVIII.
Cotiote.

Achamars, in the same manner as was done, practised, and agreed upon formerly between my uncles, the Princes of Cherical, and said Honourable Company: in reliance of which being punctually attended to by them, I have this day consented and given the same to them upon a promise made me on the part of the said Company by their Chief, Thomas Byfeld, Esq., that all necessary assistance for the good of my palace shall be afforded when required, agreeable to what has been observed in times past.

by them, towards discharging the amount of their demands on the Achamars of the said province, confirming in full force his uncles' grants of the same, by a written instrument executed by him this day.

These are to certify, all separate rents and immunities whatever, belonging to his palace therein, shall be preserved, and is hereby confirmed thereto, on the part of the Honourable Company, in the same manner as was formerly observed and allowed of.

(Signed) THOMAS BYFELD.

No. LXVIII.

Translate of an OLA, signed by the first King of Cotiote and delivered to MR. THOMAS BYFELD, giving the sole privilege of exporting pepper and cardamoms out of his country to the Honourable Company, promising them succours when required, &c., dated the 31st July 1748.

Having discoursed with Mr. Byfeld, who has been here concerning all transactions in general, I do agree that the English Company shall carry pepper and cardamoms out of my country as formerly, and that hereafter I will not permit any European nation so to do. If they are desirous to secure their merchandize in this place I will instantly, upon advice thereof, give them a remedy for it, and should I want assistance the said Company are to afford it me, and I will reciprocally supply them with what succours they may stand in need of.

No. LXIX.

ARTICLES of AGREEMENT with the KING OF COTIOTE, dated the 23rd of August 1759.

ARTICLE 1.

If at any time the French or other power shall attempt to annoy any part of the Honourable Company's districts, or the Chief for the time being shall have notice of such an intention, and for the defence thereof applies to the King Regent for his assistance, he promises immediately to furnish any number of his Nairs, or musketeers, that may be desired, not exceeding six thousand; and those who come are to be paid by the Company, during their stay in their service, as follows, *viz.*, three measures of rice, Company's measure, and four bejas per day to every common Nair; and four measures of rice, same measure, and eight bejas, to every Moopa.

ARTICLE 2.

The Nairs which the King may send to the Company's assistance are to be under command of such of their (the Company's) officers as may, from time to time, be appointed by the Chief; and as the King's levying his troops is attended with an extraordinary charge, it is agreed, in consideration thereof, on his beginning so to do, that the Company allow him the sum of two thousand Rupees; but if it should happen that hostilities cease before proclamation of peace, or a war begun, and on that account the King's troops are returned, and yet again be required, before the expiration of twelve months from their first coming, they are to be remanded without any fresh allowance being made the King; though in case they should not be required till the commencement of another twelve months from the time abovementioned, another allowance of two thousand Rupees is to be made the King, as his then levying them will be attended with the like extraordinary expense as before. And to the families of those who may die fighting in the Company's cause they agree to give them as follows, *viz.*, to those of the officers, from 340 Fanams to 750 Fanams each, according to their respective ranks; and to those of the common Nairs, from 120 to 240 each, according to theirs, in like manner as the King would do, which he

MALABAR. No. LXIX. *Cotiote.*

is to declare by Ola: and those who shall be wounded the Company will either cause to be cured by their or a Malabar doctor, at their expense, or if they rather choose to obtain their own cure, 300 Fanams are to be given to each officer, and 150 to every common Nair, for that purpose.

ARTICLE 3.

Should the Company at any time or times require a number of the King's Nairs to their assistance, not exceeding five hundred, they are not to make him any levying allowance on such account, but only for what may be wanted from that number to six thousand; and provided that during the stay of a supply from five hundred upwards, the King resides at or on this side of Cotiote, the Company are to allow him two hundred Fanams per day for his expenses, exclusive of the two thousand Rupees (as per Article 2) to be given him on his beginning to levy his troops.

ARTICLE 4.

For the better preservation of the friendship subsisting between the Company and the King, and for the freedom of their commerce in his dominions, the King promises not to suffer any European nation but them to purchase pepper, cardamoms, or sandal-wood therein; and the Company are annually to present him, at the feast of Onah, with the sum of twelve hundred Fanams on receiving an Ola from him requesting it.

ARTICLE 5.

On any enemy's invading the King's territories the Company agree to supply him with powder, ball, flints, and other warlike stores at the prices under-mentioned, together with the money and rice to the amount of 1,50,000 Fanams, including the amount he may at such time be indebted; all which, if the King repays within twelve months, no interest is to be charged; but if not, to run at ten per cent. per annum. The Company shall, however, first endeavour to accommodate matters amicably; but if the enemy will not attend to such propositions as may be judged reasonable, the Company will then assist the King, in order to subject the said enemy, with men properly equipped with mortars, cannon, &c., he defraying the expense, giving the same pay to

their Nairs and Calliquilones as above agreed by them to give his Nairs, and to the military in like manner as the Company when they employ them on such occasion; and to the killed and wounded the same as the Company are to give those belonging to him.

ARTICLE 6.

If the King should wage war against any enemy (except the Prince of Cherical) the Company agree to assist him with powder, shot, &c., at the prices below, together with money to the amount of 75,000 Fanams, including likewise what may at such time be indebted.

ARTICLE 7.

On the Company's taking arms offensively against any power whatever (except the French), the King promises to afford them the assistance stipulated in the first Article of this agreement and on the same terms; and should the Company proceed against any of the fortifications belonging even to the French, the King engages not to assist them (the French) in any shape, but contrariwise to man the Company's forts with his troops, if required, during the absence of their own forces on such expedition: but if the French henceforward grant the King's enemies succours of any kind whatever against him, he obliges himself to act in conjunction with the Company offensively against them whenever they may think proper.

Prices of the warlike stores to be supplied the King, viz.—

Gunpowder	at	46	Rupees	per barrel.
Lead	„	60	„	per candy.
Ditto Balls	„	66	„	„
Iron	„	75	„	„
Flints	„	2	„	per hundred.
Goa paper	„	7	„	per ream.

Explanation.

The reason of this being consented to was, on being convinced that his expenses are greater when he resides at any of those palaces than at others, on account of the number of people who resort daily to him, and to whom he is by custom obliged to give provisions.

MALABAR.

No. LXX.

Cartinaad.

No. LXX.

ARTICLES of AGREEMENT made with the KING OF CARTINAAD on the 30th December 1761.

ARTICLE 1.

The pepper, sandal-wood, and cardamoms produced in the kingdom of Cartinaad shall be contracted for by the English Company without any impediment, they advancing for and buying them at the current prices, and paying the King eleven Fanams and a quarter as duties on each candy of pepper, and on all the articles agreeable to the custom of the country.

ARTICLE 2.

If at any time it should happen that any vessel, whether large or small, with the Honourable Company's sealed passport and English colours, be drove ashore in the kingdom of Cartinaad, on the Chief for the time being writing to the King, he promises to deliver up the said vessel and her cargo, the Company defraying any expense the King may be at in placing guards for the better safety thereof.

ARTICLE 3.

Any person or persons who may desert the Honourable Company's service, whether with arms or without, if found in the kingdom of Cartinaad, the King obliges himself to seize and send back, provided that on his application for pardon it is granted.

ARTICLE 4.

Whoever of the King's subjects may in future become the English Company's contractors, as long as they shall continue punctual to their engagements the King promises to protect and countenance them; but those who do not, on a representation being made to the King, he obliges himself to compel them or their heirs to satisfy what they may be indebted to the Company.

ARTICLE 5.

On any enemies commencing hostilities against the English Company, if they have occasion for the King's assistance, he

them with five thousand musketeers till such occasion may subside, the Company paying them in like manner as the King shall advise himself does; and contrariwise, when an enemy shall commence hostilities against the King, or if it should happen that any of his subjects should rise in rebellion against him, the Honourable Company promise to assist him with their troops, ball, powder, and arms, as far as they are able, the stores at the same prices their friends have them at; and the King obliges himself to pay for them immediately on their being received.

No. LXXI.

An AGREEMENT made by ALLY RAJAH of CANNANORE with THOMAS HODGES, Esq., Chief of Tellicherry, making God witness for remaining in good union with the Honourable English East India Company.

ARTICLE 1.

If at any time the French or any country powers of Malabar shall design to come against the Honourable English Company, or said Honourable English Company propose going against any of the above-mentioned, I oblige myself by this writing to act entirely on the part of the Honourable English Company, and to assist them readily with three hundred (300) men armed with my fire arms, at all times that the Chief of Tellicherry shall advise or ask me, and in no respect will I take part with them who may be the Honourable Company's enemies. The Company shall pay these people that I send as they do their own Calliquilones, and give to the family of any that may die in battle in like manner. Besides this assistance, if the Company shall have occasion of more of my musketeers, I will assemble as many as I can and supply the Company with them on the above-mentioned terms.

ARTICLE 2.

I have this day borrowed of the Chief of Tellicherry, Thomas Hodges, Esq., on the Honourable English Company's account, thirteen thousand (13,000) Bombay silver Rupees. For this money I oblige

MALABAR.

Nos. LXXI. & LXXII.

Bednore.

myself to deliver, weighed in Tellicherry, pepper to the amount of the said thirteen thousand (13,000) Rupees from the beginning of January to the end of March 1760 C. S. (935 M. S.), at the price that the Honourable Company shall contract for it with their own merchants in Tellicherry. And in case the above written is not fulfilled and the time limited exceeded, I hereby give the Company free liberty to take my vessels to the amount of what I may be indebted on this account: and to confirm what I declare I have passed this with my sign in Tellicherry this 7th day of March 1759 C. S. (934 M. S.).

No. LXXII.

ARTICLES of the FIRMAUN granted by the RAJAH of BEDNORE to ROBERT GAMBIER and the Governor, CHARLES CROMMELIN.

Robert Gambier having applied to us through Vishnoo Sabayet about some privileges and our leave to build a factory at Onore therefore we have granted him, as Vishnoo Sabayet applied in his name, our permission to build a factory at the Bar of Onore, under the province of Chandore, for which purpose we have granted our liberty to mount thereon in all 21 large and small carriage guns. The English shall not pay any ground rent for whatever houses they or their servants build within the place granted them, but if they build any houses without that place, they must pay ground rent for them.

ARTICLE 2.

That the English or their servants have free liberty to go up country and pass backwards and forwards in our dominions as they please, and all the Rajah's officers and subjects must shew them all proper respect.

ARTICLE 3.

Whatever goods or merchandize the English or their broker shall bring into their factory at Onore, or import into Mirzee river (except horses), they shall pay on the amount they are sold for only one and a half per cent. customs tollidurries, &c., officer's fees included.

ARTICLE 4.

If the English or their servants import any goods at Campta they shall also pay only one and a half per cent. customs, except on sugar, dry dates, wet dates, kismisses, cocoanuts, copra chalb, mungest, tobacco, opium, cotton, salt, brimstone, and toothenague, on which they shall pay customs as other merchants.

ARTICLE 5.

If they export any country goods they shall pay the country customs, and if they import any goods at any place except Mirzee, Campta, and Onore they shall pay customs as other merchants, except on gold and silver, on which no customs shall be charged, and in case their goods remain unsold and they choose to export them again they shall not pay any duties.

ARTICLE 6.

If they cannot sell their goods at the places allowed them, and they choose to carry them inland, they have full liberty to do so, and our killedars, &c., officers shall not on any account molest or impede them.

ARTICLE 7.

After they have paid the customs at the place allowed them, if they choose to carry their goods inland, they shall pay two Pagodas customs for as much as one man can carry of broad cloth, cutnees, velvets, and silk as far as Madura, and if they go beyond Madura then they shall pay the usual country customs, and in case they choose to sell their goods in the way they must pay the usual customs of the place at which they sell; but on all goods carried directly from Onore to Bringah, they shall only pay customs of one and a half per cent. at Onore, and then no further customs till they come to Bringah.

ARTICLE 8.

If the merchants or people to whom the English sell their goods shall make any disputes or delays about paying them their money, our killadars, &c., officers must assist the English all in their power to recover their money, and the English may, if they please, carry the merchants, &c., who owe them money, and keep them prisoners

MALABAR. No. LXXII. *Bednore.*

in their factory till they have full satisfaction, and our killadars, &c., officers shall not impede or make any disputes with the English on this account.

ARTICLE 9.

Nobody must go into the English factory by force; if they do, and the English complain of them, our killadar, &c., must do speedy justice and punish them; and whatever slaves or servants run away from the English all the Rajah's officers and subjects must secure them and deliver them up again to the English, but they must not cut their heads off.

ARTICLE 10.

In like manner if any of the Rajah's people run away they must deliver them up if they go to the English; and in case any people shall steal anything from the English factory the Rajah's officers and subjects must assist the English to secure the thieves and recover what is stolen. If the English import any goods as necessaries they shall pay no customs on them.

ARTICLE 11.

The English must not kill any cows, oxen, or men in our dominions.

ARTICLE 12.

If any ships, grabs, or boats belonging to the English are shipwrecked in the Rajah's ports, or on his coasts, all the Rajah's subjects and officers must assist the English in saving all their goods and effects and deliver whatever is found to the English, but the English have nothing to do with any vessels belonging to any other merchants.

ARTICLE 13.

If any oxen with pepper, beetlenut or other goods come down from inland (or any part of our dominions) belonging to the English, the custom man must settle the customs directly.

ARTICLE 14.

The English have free liberty to cut timber, stone, and wood to build their factory and repair their boats, &c. with; but in case they

want to cut any masts and timbers to build ships with they must first obtain our permission.

ARTICLE 15.

All ships, grabs of war belonging to the English, have free liberty to import and export without paying any anchorage duty.

ARTICLE 16.

The English have anchorage duty, killadars, &c., officers' perquisites, and all fees included, in one and a half per cent.

ARTICLE 17.

Whatever pepper the English bring from Bringah shall only pay half a Pagoda customs at Gersipah, and the Banda Bayd custom-men must always come immediately when the Englishmen send for them; and in case they do not come, the English may carry their pepper on to Gersipah without paying customs and settle all their customs there.

ARTICLE 18.

The English have free liberty to settle their factory in Bringah, and we are well pleased that the Rajah of Bringah should carry on a good friendship with the English according to the Firmaun granted them by the late Rajah Samsunker Naique.

No. LXXIII.

ARTICLES of the FIRMAUN granted by the Bringah Rajah in 1758.

ARTICLE. 1.

Whatever pepper or betelnut you purchase in my dominions, the country of Bringah, you shall pay for my duties, customs, and perquisites and those of my ministers, in all two Pagodas twelve Fanams on every hir of betelnut; and in like manner, on every hir of pepper two Pagodas

MALABAR. No. LXXIII. *Bringah.*

fifteen and a half Fanams, and I allow and give up to you two and a half Fanams on every Pagoda; and in case the merchants shall all agree to make any allowances to my custom-master, you shall pay your proportion only.

ARTICLE 2.

Whatever pepper belongs to me, or is produced in my dominions as Rajah of Bringah, I secure unto you, and will not sell it to any one else, but you shall buy it at the general price settled with the other merchants between the months of November and March; but in case you do not buy it between those months you shall not hinder or object to our selling it to any one else. And in case any disputes shall arise between you and the merchants of my country, I, the Rajah, will oblige them to deliver their pepper at the price you have settled with them; but in the recovery of your private debts I have nothing to do.

ARTICLE 3.

If you choose to advance any money to the merchants, and will do it in the presence of my parpadar and secretary, I will then make all such advances secure to you.

ARTICLE 4.

Whatever ground you want to build a Bankshall on, and for your servants, sepoys, &c., I give to you without any ground rent or fees, and to mount six small guns on it to secure the Honourable Company's treasure and goods, and that a good understanding and strict friendship be carried on between us.

ARTICLE 5.

In case any dispute happens between your people and mine you are to apply to me for justice, which I will give to you immediately; and, in like manner, if any of my people are injured by yours, I will apply to you and you shall do justice: and if any of my people choose to take your service you shall not employ them without my leave; nor will I employ yours, but with your consent obtained in the same manner.

ARTICLE 6.

If any of my merchants owe you any money you have full power to recover it, and I will not interfere; but if you cannot recover it yourself, I will assist you and settle the dispute.

ARTICLE 7.

All goods you bring into my country shall pay only two per cent. customs, and if you do not sell the goods you may export them again without any customs.

N. B.—An hir is equal to an Onore candy, or very few pounds less.

And the customs which all merchants pay on pepper amount to upwards of four Pagodas per candy, so that deducting the one Pagoda and a half Fanam, and also the two and a half Fanams allowed on each Pagoda, the abatement in his duties will exceed six Rupees per candy.

The allowance mentioned in the first Article to be made to the Rajah's custom-master, means a trifling annual present given to him by all the merchants at Bringah.

No. LXXIV.

FIRMAUN from the RAJAH of SOUNDAH in 1760.

Wekrum Servecher, Margeser Buboots Dismey, or about the 24th of December 1760.

Sereipnar Nao Maha (Mibhoo of Soundah) Sevajee Mudoo Sudasaw Rayenderoo.

This Firmaun is granted unto Robert Gambier, belonging to the Honourable English East India Company, at Onore, according to the application made to us by Luximycant, who has desired to enter into an engagement with us about the pepper produced in our dominions: we, therefore, have granted you this writing, whereby we allow you full liberty to purchase all the pepper produced in our country, of the Zuzendars or Prezaguls, except what is due unto us for our customs

MALABAR. Habaday, and all other fees included, eleven Chanouree Pagodas per each Neese; and this liberty we grant you for the full space of one year, and have accordingly issued the necessary orders to our custom-masters and officers.

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(Signed) RAJAH OF SOUNDAH.

N. B.—A Chanouree Pagoda is about three Rupees and two quarters, and a Neese about twenty maunds and three quarters of Onore weight.

No. LXXV.

CHIEF OF TELLICHERRY'S KOWL to the NORTHERN RAJAHS.

In the name of the Honourable English East India Company and the Governor General of Bengal, I, Robert Taylor, Chief for transacting all affairs of the English nation at Tellicherry, do hereby assure Revyvarma, King of the House of Palleculom of the kingdom of Colastria, that provided you will enter heartily into the war against Tippoo Sultan, and act vigorously against him, the English East India Company will assist and protect you, and do everything in their power to render you independent of Tippoo Sultan. And as you have agreed to enter into an alliance with the Honourable Company on the same basis of friendship that formerly subsisted between both parties, and as you have also agreed to grant receipts for such supplies as you may receive from the Honourable Company and to settle for the same hereafter, I do hereby further assure you that, in any future Treaty that may take place between the Company and Tippoo Sultan, you shall be included and considered as an ally of the Honourable Company. In witness whereof I have hereunto set my hand on the Honourable Company's seal, and you have affixed your hand and seal at Tellicherry this 4th day of May 1790.

(Signed) ROBERT TAYLOR.

The same was granted to Porlatiry Codarvarma, Rajah of Cartinaad, under date of the foregoing month and year; and to Karlavarma, Rajah of Cotiote.

No. LXXVI.

COMMISSIONER'S AGREEMENT with the RAJAH OF CHERICAL, for one year.

1*st.*—That the Rajah shall remain with all the Rajahs and authority of government, subject only to the control of the Company if he abuses this authority by oppressing the inhabitants.

2*nd.*—That a dewan on the part of the Company shall reside at the Rajah's principal place, whose business it shall be to enquire into any complaints of oppression and report them to the Chief of Tellicherry that measures may be taken to remedy the grievances complained of.

3*rd.*—That two persons on the part of the Company and two on the part of the Rajah proceed and make a valuation of the revenues of each district.

4*th.*—That as soon as possible it shall be settled what each subject is to pay to government, in order that no oppression may take place by demanding more; that when these accounts are settled copies of them shall be lodged at Tellicherry.

5*th.*—That in the month of October next it shall be settled, according to the appearance of the crop, what tribute the Rajah shall this year pay to the Company to be fixed in Rupees.

6*th.*—That after making an estimate of the quantity of pepper which will fall to the government's share all that quantity shall be delivered to the Company in part of tribute at a price to be fixed in December next, if it amount to more than the tribute the Company shall pay the difference.

7*th.*—That for what may remain with the ryots, merchants to be appointed by the Company shall have the exclusive privilege of purchasing and to be protected in this by the aid of government, having also some people of the Company with them to shew that they have the Company's protection.

8*th.*—These general principles being agreed on, any lesser points that may be necessary from time to time to adjust, shall be settled by reference with the Chief of Tellicherry.

It is understood that the present arrangement is not meant to be perpetual; it is meant as a trial how far the authority of the Rajah can subsist consistently with the good and security of the subjects, and is

MALABAR.

Nos. LXXVI. & LXXVII.

Cherical.

not to continue in force unless approved by the Honourable General Abercromby on his return to the coast.

(Signed) W. G. FARMER.

4th May 1792. „ A. DOW.

A similar engagement was made with the Rajah of Cartinaad on 26th April 1792. Also with the Rajah of Cotiote.

No. LXXVII.

ARTICLES of AGREEMENT between WILLIAM GAMUL FARMER and WILLIAM PAGE, Esquires, and MAJOR ALEXANDER DOW, Commissioners for settling the countries ceded to the Honourable English East India Company, on the one part, and REVYVARMA, Rajah of the country of Cherical on the other part, concluded at Cannanore this 12th day of the month of October 1792, and the 29th day of the Malabar month Canny, year 968.

ARTICLE 1.

Whereas amongst the countries ceded by Tippoo Sultan to the Honourable Company are the countries formerly belonging to the Rajahs of Cherical comprising, as per the account delivered by Tippoo Sultan, the following talooks, *viz.*, Cherical, Pattoom, Randahterra, Cawai, Murrage, of these countries the Honourable Company are now the rightful sovereigns in virtue of the cessions of Tippoo Sultan.

ARTICLE 2.

And whereas the Rajah Revyvarma having joined the forces of the Honourable Company at the time of making war with Tippoo and taken a kowl from the Chief of Tellicherry did act with the forces of the Honourable Company during the war: at the conclusion of the said war he was continued in charge of four of the said districts, *viz.*, Cherical, Pattoom, Cawai, Murrage, and met the Commissioners by appointment of General Abercromby at Cannanore and Tellicherry, at which latter place certain Articles were entered into with him, dated the 4th day of the month of May 1792.

ARTICLE 3.

By one of these Articles the tribute to be paid for the said countries held by him was to be settled in the English month of October 1792; the Commissioners therefore having met the said Rajah, it was settled that the pepper produced in the country should all be collected for the Honourable Company, and that for the produce of the said four districts in grain and in money revenues from the 1st of the Malabar month Canny year 968 to 30th of Chigan, the said Rajah Revyvarma should pay to the Honourable Company at Tellicherry the sum of Bombay Rupees fifty thousand or its equivalent in coins of the country or in pepper at the following periods; one-half, or twenty-five thousand Rupees, on the first day of the Malabar month of Cubour answering to about the 10th February 1793; twenty-five thousand on the first of the month Eddawan, answering to about the 10th of May 1793.

ARTICLE 4.

The said sum of fifty thousand Rupees being fixed in consequence of the Rajah's representation of the inability of the country to pay more from its ruined and uncultivated state, it is agreed that if on inspection of the country by persons appointed on the part of the Honourable Company it is found that more can be collected, it is to be for the benefit of the Honourable Company. The collections to be made this year are to be according to what was usual in the time of Tippoo, that is fifty per cent. on the produce.

ARTICLE 5.

Whereas formerly it was the custom in the country of Cherical to take for the account of the Circar one-half of the pepper produced by the cultivators; in order to encourage people to plant more vines and to cultivate pepper, it is agreed that this custom be abolished, and that in the place of it the whole of the pepper be taken for the account of the Honourable Company at the rate of five Rupees per maund, or one hundred Rupees per Tellicherry candy of 640 pounds; this pepper the said Rajah agrees to collect for the Honourable Company and deliver it to them at such places as may hereafter be settled, subject to such regulations as may also hereafter be settled between the said Rajah and the Commissioners for ascertaining the quantity and the mode of collecting it without oppression by those employed by the Rajah.

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ARTICLE 6.

Whereas formerly in the ancient government of the Malabar country the Nair Chiefs and many of the petty Nairs held their land without paying revenue or tribute to their Rajahs, but were only liable to follow them in war, Hyder Ally Khan Bahadoor and his son Tippoo Sultan destroyed this custom, and after examining the value of the property of every person they fixed the revenue which was to be paid, and this revenue Tippoo Sultan delivered over to the Company. The ancient custom is not to be renewed by the Rajah by giving back the lands free from tribute; the Company having their own troops do not want the military service of the Nairs, and therefore, as far as they are able from produce of the lands and gardens, they are to pay according to the jumma of Tippoo or any jumma that may hereafter be settled.

ARTICLE 7.

In the same manner from very ancient times grants were made of lands to the Pagodas and to the Brahmins, all which lands were by Hyder and Tippoo brought to account in the revenue; these lands are not to be given back on any account to the Brahmins or any thing done to prejudice the revenue of the Company; they have to defend the country and their revenue must pay their troops.

ARTICLE 8.

Whereas it is the intention of the Governor General to send round persons from Bengal to inspect this country and to form rules for collecting the revenue and for the administration of justice, the said Rajah obliges himself to agree to such regulations as it is thought fit to make, and in general at all times to agree to whatever the Honourable Company may think fit to ordain for the better management of their country and the improvement of the revenue.

ARTICLE 9.

Any minister or other persons employed by the Rajah in the government of the country or the collections of the revenues to be with the consent of the Honourable Company by their representatives; if at any time any of them misbehave they are to be dismissed.

ARTICLE 10.

Any disputes which may arise relative to the revenues between the Rajah and persons in the Cherical country shall be enquired into by the Chief of Tellicherry, and if on enquiry the demands of the Rajah are just, the aid of the Company's forces shall, if requisite, be given to compel the payment of them.

ARTICLE 11.

The assessment for this year being rated at so low a sum as Rupees fifty thousand on the representation of the Rajah of the ruined and uncultivated state of the country, the Rajah engages that his representation is justly founded; the Company received the Malabar country in preference to more valuable countries in order to afford their protection to the Malabar Rajahs and people; the return due from the Malabar Rajahs is justice and good faith as to the revenues, and any deviation in this respect is a breach of the original agreement and will leave the Company at liberty to continue their protection or not as they may think proper. These agreements are for one year and subject to the approval or disapproval of the Honourable Major General Robert Abercromby, Governor of Bombay. Signed the day and year above written and sealed with the seal of the Honourable Company.

Rajah's Seal.	(Signed)	WILLIAM G. FARMER.	Honourable Company's Seal.
	,,	WILLIAM PAGE.	

Witnessed by

JAMES HARTLY.

PETER PARE TRAVERS.

A. MACLEAN.

ST. LAFRENAIS.

A similar agreement as the above was, on the 23rd day of the month of October 1792, concluded at Tellicherry between the Commissioners and Porlatiry Codarvarma, Rajah of Cartinaad, with only this difference—"He agreed to give 30,000 Rupees for the talooks of Kooteepoor, Bergeirah, and Kavil, and the

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periods of his instalments were 15,000 Bombay Rupees on the 10th February 1793, and the remaining 15,000 Bombay Rupees on the 10th May 1793."

A similar agreement as the above was, on the 29th day of the month of October 1792, concluded at Tellicherry between the Commissioners and Karla-varma, Rajah of Cotiote, with this difference—"He agreed to give 20,000 Rupees for the talooks Caderoor, Paichy, Cuttiady, and Tamoracherry, and the periods of his instalments were 10,000 Rupees on the 10th February 1793, and the remaining 10,000 Bombay Rupees on the 10th day of the month of May 1793."

No. LXXVIII.

Whereas an agreement for the Malabar year 968, or A. D. 1792-93, was executed by Revyvarma, Rajah of Cherical, with William Gamul Farmer, Esquire, and Major Dow, Commissioners, appointed by the Presidency of Bombay for inspecting and regulating the countries conquered on this coast by the British army during the late war with Tippoo Sultan; in which agreement it is, among other things, stipulated, 1*stly*—That on the part of the Honourable Company there shall be inspectors to ascertain the exact amount levied as well from the land revenues as the customs, to the end that if more be realized than the sum therein stipulated, the surplus be paid to the Company; 2*ndly*—That a more full and particular account shall be framed as soon as possible of the country, for which end the said Commissioners shall also have a right to appoint inspectors; 3*rdly*—The said Rajah of Cherical does in the said agreement bind himself to agree to all such regulations and rates as shall be formed for the collection of the revenues and the administration of justice by the Commissioners then expected from Bengal on the part of the Governor General of India; and 4*thly* and lastly, by the said agreement the Rajah does contract and bind himself in general and at all times to agree to whatever the Honourable Company may think fit to ordain for the better management of the country and the improvement of the revenue;

And whereas since the date of the above agreement Sir Robert Abercromby, the Governor of Bombay, and Messrs. Duncan and Boddan, Commissioners from the Governor General, having come to the Malabar coast did, in conjunction with Mr. Farmer, Mr. Page, and Major Dow, Commissioners from Bombay, determine that there should be established

one civil government subordinate to that of Bombay with suitable courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs, under date the 30th March 1792,* in pursuance of which arrangement, as well as of the aforesaid agreement of 1792, it was again in the subsequent month of July 1793 further stipulated and agreed between the Commissioners above named on the one part, and the said Rajah on the other part, for the purpose of obtaining more full and satisfactory information as to the revenue funds of the districts subordinate to the said inspectors or collectors should be appointed on the part of the Company to carry on the collections jointly with the officers of the said Rajah for the space of one year in conjunction with the Canoongoes who, it was also agreed, should be appointed as permanent or perpetual registers on the part of the Government;

And for as much as the great number of inferior chowkies, for the collection of Soongham or duties and tolls on merchandize, were found materially to discourage trade and thereby keep back the improvement of the country, it was further agreed upon and ordered, in view to the general good, that all the said inland districts, tolls, and customs places for the receipts of them should be, from the date of that writing or ekrarnamah, *viz.*, July 1793, for ever done away and abolished, and that the duties on merchandize should be only collected on exports by sea or land to or imports from the countries beyond the Honourable Company's province of Malabar, that is from Cavay to Cochin, and as the duties thus remaining to be collected would be levied solely on the trade with foreign countries, with whom the connection can only be maintained and cultivated by the Company's Government, so it was agreed that the management of these residuary duties should be and remain with the Honourable Company to be regulated or diminished as to their rates as might best suit the public interest with foreign nations.

In pursuance therefore and execution of the above quoted agreement of 1792 and July 1793, as well as in view to what has been already

* *Vide* page 415.

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agreed on with the body of the Rajahs and determined on and confirmed by the Supreme Government that the administration of justice in all its parts within and throughout the said province, according to the judicial regulations, shall continue under the management, superintendence, and direction of the gentlemen appointed for that purpose on the part of Government, and for as much as the period stipulated by the aforesaid agreement of July 1793, for the joint collection of the revenues by officers on the part of the Company in conjunction with those of the Rajah, hath now expired, I, James Stevens, Esquire, senior supervisor for the affairs of the Honourable Company in the said province of Malabar, in virtue of the powers derived to me from the Honourable the President in Council of Bombay, do hereby further stipulate and agree for and behalf of the Honourable English East India Company with the said Rajah to deliver over to the management of him, the said Rajah, and his Agents the district of Cherical in as far as regards the detail collection of the revenues of the said district (with the reservation of the authority, as more particularly specified in their hookumnamah or instructions of the Honourable Company's Canoongoes appointed and confirmed by the above quoted agreement of July 1793, permanent Registers on the part of Government) for the term of five years commencing on the 1st of Canny 970, or September 1794, on the following conditions:—

That the said Rajah, his Minister or officers, shall not collect any other taxes than those included under the head of Negady with the customary tax for the charges of collection, the abolition of Perrshantrum from the Mopillas being hereby confirmed, as well as the nuzzur or offerings at the feast of Honnom and Barheir.

That such parbuties and inferior officers as have assisted the Company's tehseeldars in the collection of the revenues shall not be removed unless they may be found guilty of peculations or other misbehaviour, and of which sufficient proofs shall be given to the supervisor or superintendents before their removal can be acquiesced in.

That this agreement shall be submitted for the revision and approbation of the Honourable the Governor General in Council after which, and not otherwise, by his confirmation, it shall be deemed complete and declared not to be deviated from during the term of five years to which its duration is intended to extend.

That for the year 970 the sum payable to the Honourable Company's Government is to be for the talookas before-mentioned without any deduction whatever at three instalments, *viz.*, the first on the fifteenth Dannoo, the second on the fifteenth of Meddom, and the third at the end of Cheengum, Rupees 1,05,000

For the year 971 at the same periods and equal proportion the sum of Rupees				1,10,000
For the year 972	ditto	ditto	...	1,15,000
For the year 973	ditto	ditto	...	1,20,000
For the year 974	ditto	ditto	...	1,20,000

As the date of this agreement is posterior to that fixed for the payment of the first kist, according to the rule observed in the other talookas, it is agreed that one-half of the sum payable for this season should be due on the end of Meenom, and the other half at the end of Shingam.

No. LXXIX.

TRANSLATION of the AGREEMENT of the RAJAH of CARTINAAD (Codarvarma Rajah).

Whereas I entered last year into an agreement with Mr. Farmer and Major Dow (Commissioners on the part of the Bombay Government) for the revenue of the current year 968, containing among others the following Articles:—

"That a Resident or dewan on the part of the Company shall reside at the Rajah's principal place, whose business it shall be to enquire into any complaints of oppression and report them to the Chief of Tellicherry that measures may be taken to remedy the grievances complained of.

"That two persons on the part of the Company and two on the part of the Rajah shall proceed and make a valuation of the revenues of each district.

"That as soon as possible it shall be settled what each subject is to pay to government in order that no oppression may take place by demanding more; that when these accounts are settled copies of them shall be lodged at Tellicherry."

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Cartinaad.

And whereas since the date of the above agreement Sir Robert Abercromby, the Governor of Bombay, and Messrs. Duncan and Boddam, the Commissioners from the Government General, having come to the Malabar coast have, in conjunction with Mr. Farmer, Mr. Page, and Major Dow (Commissioners from Bombay), determined that there shall be established one civil government subordinate to that of Bombay, with suitable courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan, in the manner already particularly set forth and fully notified in the Governor of Bombay's Circular letter to all the Rajahs, under date the 30th of March last.

In execution and pursuance of that part of the aforesaid agreement of August last, which stipulates that the Company shall have inspectors of the revenue, the Commissioners from Bengal and Bombay did jointly appoint in January last persons in that capacity under the name of serishtadars, who have collected and delivered in certain accounts of the former and present value of the country, which serishtadars' accounts are, from the shortness of time allowed to make the inspection, not nearly so complete or perfect as is requisite to enable the Company's Government to fix at present, with sufficient regard to the interests of the inhabitants of the country at large (which constitutes its primary object), the jumma that should according to justice and equity be payable from all and every part thereof. It is therefore agreed that, for the purpose of obtaining more full and satisfactory information on a point of such moment to the general welfare, inspectors or collectors shall be appointed on the part of the Company to carry on the collections jointly with my officers in conjunction with the Canoongoes who are to be appointed as permanent registers on the part of government.

And as the great number of inferior chowkies for the collection of soonghum or duties and tolls on merchandize must materially tend to the discouragement of trade and thereby to keep back the improvement of the country, it has been further agreed upon and ordered, in view to the general good, that all the said inland duties and tolls, and the places for the receipts of them, be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to or imports from the countries

beyond the Honourable Company's province of Malabar, that is from the Cavay to Cochin; and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries with whom the connection can only be maintained and cultivated by the Company's Government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company, to be regulated and increased and diminished as to their rates as may best suit the public interest with foreign nations; but a man of mine shall remain with the Company's custom-house officers to keep comparative or check accounts of the collections.

The above agreement was executed by the Rajah of Cartinaad on the 19th of June in Mr. Duncan's presence.

No. LXXX.

ARTICLES of AGREEMENT between WILLIAM GAMUL FARMER, Esquire, and MAJOR ALEXANDER DOW, on the part of the English East India Company, and VERAVARMA, Rajah of the district of Corimnaad, concluded at Calicut this twenty-seventh day of May in the English year 1792, and in the 17th of Malabar month Erravam 967 year.

The whole of the country formerly subject to the cutcherry of Calicut being ceded to the English Company by the Nawab Tippoo Sultan is become the property of the said Company, and they alone are the rightful sovereigns of it, to whom obedience is due.

2nd.—That the said William Gamul Farmer, Esquire, and Major Alexander Dow, being deputed by the Honourable Major General Abercromby to receive possessions of and to settle the countries so ceded by Tippoo Sultan, and particularly to fix a revenue for the present year, have agreed with the said Rajah Veravarma that the several districts comprised under the government of Corimnaad, in the Schedule delivered by Tippoo Sultan and mentioned below, shall be delivered into the charge and possession of the said Rajah, who is to act as manager on the part of the Company to collect the revenues due from the country, to administer justice, and preserve the peace and quiet of

MALABAR. the country. The talooks included in the government of Corimnaad
No. LXXX. are as follows:—

Corimnaad.

Cusba Corimnaad.	Thykumpooram.
Payunad.	Warrakumpooram.
Kolehaat.	Poraye.
Payumalla.	In all seven talooks.

3*rd*.—That it appears from accounts delivered by Shaminath Putterah, the karregar of the Zamorin, that the revenues of these seven talooks was this year rated at five lakhs twenty-seven thousand five hundred and ninety-nine Fanams, or Rupees one lakh thirty-one thousand eight hundred and ninety-nine three quarters and six reas; although the whole was not collected the said Rajah Veravarma agrees however to pay for the said talooks into the hands of the Resident of Calicut the sum of one hundred and forty thousand Rupees for one year, reckoning from the 1st September 1792, which is the beginning of the revenue year, and ending the 31st August 1793, on three different payments as follows:—

On the 1st of January 1793 one-third, or forty-six thousand six hundred and sixty-six Rupees and two-thirds.

On the 1st May 1793 one-third, or forty-six thousand six hundred and sixty-six Rupees and two-thirds.

On the 1st August the sum of forty-six thousand six hundred and sixty-six Rupees and two-thirds.

Which said sum of one lakh and forty thousand Rupees the said Rajah agrees to pay on the hopes of being continued in this country when the arrangements of it are permanently settled.

4*th*.—That any balances due from the said talooks for the revenues of the present year shall be recovered by the said Rajah on account of the Company and paid to them.

5*th*.—That the foregoing Articles are meant only to settle the payment for this year. Any regulations which the Company or their representatives may hereafter choose to make, relative to the revenues or to the administration of justice, the said Rajah agrees to submit to.

6*th*.—All the pepper produced in the said districts shall be delivered to the Honourable Company, the quantity to be settled by a survey to be

made in the month of January next, and the price at the same time to be fixed.

Signed and sealed with the seal of the Honourable Company, the day and year above written.

(Signed) WILLIAM GAMUL FARMER.
" ALEXANDER DOW.
" JOHN AGNEW.
Witness " A. W. HANDLEY.

Seal.

Seal. Mark of VERAVARMA RAJAH, and seal.

Witness to the above signature,
JOHN AGNEW.
A. W. HANDLEY.

No. LXXXI.

TRANSLATION of an EKRARNAMA from VERAVARMA, the Rajah of Corimnaad.

Whereas I did on the 18th of May present to the Commissioners an application setting forth (among other points) "that the country of Corimnaad consisted of five talooks, *viz.*, Cusba Corimnaad, Kolicad, Pynaar, Pyoormulla, and Poorwye, and that all the said talooks being committed to me from the beginning of 969, I requested that, for the purposes of establishing or fixing and assessing the revenue and for making the collections, to the end that whatever money shall be realized in the said talooks such officer may superintend, and that I may, in conformity to that account, enter into writings with the Company, and receiving credit for or deducting whatever the Company may allow for me and my families' disbursements and for the temples, Brahmins, Chetters, &c., I may pay the remainder into government according to the stated periods and receive my receipts.

"And further that whereas Mr. Farmer had, in pursuance of the Company's orders, placed Pyoormulla, Pynaar, and Poorwye in my charge, I shall conform, after the expiration of the appointed term, to such arrangement as the Honourable Company may make concerning these

MALABAR. No. LXXXI. *Corimnaad.*

places, providing however that if the Poorwye country shall in consequence of the order of government fall under another's obedience, then I may still be authorized to retain under mine those grounds and places in Poorwye aforesaid which hath for a long time past been and remained annexed to the district of Cotangary which has met with the gentlemen's appprobation."

And whereas Sir Robert Abercromby, the Governor of Bombay, and Messrs. Duncan and Boddam, the Commissioners from the Government General, having come to the Malabar coast, have, in conjunction with Mr. Farmer, Mr. Page, and Major Dow (Commissioners from Bombay), determined that there shall be established one civil government subordinate to that of Bombay, with suitable courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs under date the 30th of March last.

And the gentlemen having, with the view of ascertaining the collections of the country, appointed in January last persons in that capacity under the name of serishtadars who have collected and delivered in certain accounts of the former and present value of the country, which serishtadars' accounts are, from the shortness of time allowed to make the inspection, not nearly so complete or perfect as is requisite to enable the Company's government to fix at present with sufficient regard to the interests of the inhabitants of the country at large (which constitutes its primary object) the jumma that should according to justice and equity be payable from all and every part thereof. It is therefore agreed that for the purpose of obtaining more full and satisfactory information on a point of such moment to the general welfare, inspectors or collectors shall be appointed on the part of the Company to carry on the collections jointly with my officers in conjunction with the Canoongoes who are to be appointed as permanent registers on the part of government.

And as the great number of inferior chowkies for the collection of soonghum or duties and tolls on merchandize must materially tend to the discouragement of trade, and thereby to keep back the improvement of the country, it has been further agreed upon and ordered, in view to the general good, that all the said inland duties and tolls and the places

for the receipts of them be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from the countries beyond the Honourable Company's province of Malabar, that is from the Cavay to Cochin, and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries with whom the connection can only be maintained and cultivated by the Company's government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company to be regulated and increased and diminished as to their rates as may best suit the public interests with foreign nations, but a man of mine shall remain with the Company's custom-house officers to keep comparative accounts of the said custom-house collections.

Dated the 24th of June 1793.

The Rajah of Corimnaad being the elder brother of the present acting Rajah of Cotiote or Cotangary, and being himself the real responsible Rajah thereof (as his brother on the spot did indeed fully acknowledge and admit to the Commissioners when they were with him in that district), the said Veravarma has accordingly entered into a separate ekrarnama with them to the same purport and effect (with the exclusion only of the second paragraph) as the preceding one for Corimnaad; the introductory or first paragraph of this ekrarnama for Cotangary describing the said country to consist of the Cusba of Cotiote and of the Hobilees of Palchee, Kudroor, Cootyary, and Tambercherry.

He has also entered into an exactly similar ekrarnama in sense and purport for the talook of Peripnaad, of which another of his brothers (equally subject and subordinate to his orders) is the present Rajah.

No. LXXXII.

Whereas an agreement for the Malabar year 968, or A. D. 1792-93, was executed by Veravarma, Rajah of Corimnaad, with William Gamul Farmer, Esquire, and Major Dow, Commissioners, appointed by the

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No. LXXXII.

Cotimnaad.

Presidency of Bombay for inspecting and regulating the countries conquered on this coast by the British army during the late war with Tippoo Sultan; in which agreement it is among other things stipulated, 1*st*—That on the part of the Honourable Company there shall be inspectors to ascertain the exact amount levied, as well from the land revenue as the customs, to the end that if more be realized than the sum therein stipulated the surplus be paid to the Company; 2*nd*—That a more full and particular account shall be framed as soon as possible of the value of the country, for which end the said Commissioners shall also have a right to appoint inspectors; and 3*rd*—The Rajah does in the said agreement bind himself to agree to all such regulations and rates as shall be framed for the collection of the revenues and the administration of justice by the Commissioners then expected from Bengal on the part of the Governor General of India; and 4*th* and lastly, by the said agreement the Rajah doth contract and bind himself in general and at all times to agree to whatever the Honourable Company think fit to ordain for the better management of the country and the improvement of the revenue.

And whereas since the date of the above agreement Sir Robert Abercromby, the Governor of Bombay, Messrs. Duncan and Boddam, Commissioners from the Governor General, having come to the Malabar coast did, in conjunction with Mr. Farmer, Mr. Page, and Major Dow, Commissioners from Bombay, determine that there should be established one civil government subordinate to that of Bombay, with suitable courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs, under date the 30th March 1792; in pursuance of which arrangement, as well as of the aforesaid agreement of 1792, it was again, in the subsequent month of June 1793, further stipulated and agreed by and between the Commissioners above named on the one part, and the said Rajah on the other part, for the purpose of obtaining a more full and satisfactory information as to the revenue funds of the districts subordinate to the said Rajah, that inspectors or collectors should be appointed on the part of the Company into every district of the Company to carry on the collections jointly with the officers of the said Rajah for the space of one year in conjunction

with the Canoongoes, who, it was also agreed, should be appointed as permanent or perpetual registers on the part of government.

And for as much as the great number of inferior chowkies for the collection of soonghum or duties and tolls on merchandize were found materially to discourage trade and thereby keep back the improvement of the country, it was further agreed upon and ordered in view to the general good that all the said inland duties, tolls, and customs, and the places for the receipts of them should be from the date of that writing or ekrarnama, *viz.*, June 1793, for ever done away and abolished, and that the duties on merchandize should be only collected on exports by sea and land to, or imports from the countries beyond the Honourable Company's province of Malabar (that is from Cavay to Cochin), and as the duties thus remaining to be collected would be levied solely on the trade with foreign countries, with whom the connection can only be maintained and cultivated by the Company's government, so it was agreed that the management of these residuary duties should be and remain with the Honourable Company to be regulated, increased, or diminished as to their rates as might best suit the public interest with foreign nations.

In pursuance therefore and execution of the above quoted agreements of 1792 and June 1793, as well as in view to what has been already agreed on with the body of the Rajahs, and determined on and confirmed by the Supreme Government, that the administration of justice in all its parts within and throughout the said province, according to the judicial regulations, shall continue under the management, superintendence, and direction of the gentlemen appointed for that purpose on the part of government, and for as much as the period stipulated by the aforesaid agreement of June 1793 for the joint collection of the revenues by officers on the part of the Company in conjunction with those of the Rajah hath now expired, I James Stevens, Esquire, senior supervisor for the affairs of the Honourable Company in the said province of Malabar, in virtue of the powers derived to me from the Honourable the President in Council of Bombay, do hereby further stipulate and agree for and in behalf of the Honourable English East India Company with the said Rajah to deliver over to the management of him, the said Rajah, and his agents the districts Corimnaad and Kolicad, composing the talooka of Corimnaad aforesaid, in as far as regards the detail collection of the revenues

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of the said districts (with the reservation of the authority) as more particularly specified in their hookumnamah or instructions of the Honourable Company's Canoongoes appointed and confirmed by the above quoted agreement of June 1793 permanent registers on the part of government for the term of five years commencing on the 1st of Canny 970, or September 1794, on the following conditions :—

That the said Rajah of Corimnaad or his minister or officers shall not collect any other taxes than those included under the head of Negady, with the customary tax for the charges of collection; the abolition of purshartum from the Mopillas being hereby especially confirmed, as well as the nuzzur or offering at the feasts of Hanan and Beeshew.

That such paibuties and inferior officers as have assisted the Company's tehseeldars in the collection of the revenues shall not be removed unless they may be found guilty of peculation or other misbehaviour, and of which sufficient proofs shall be given to the supervisor or superintendents before their removal can be acquiesced in.

That this agreement be submitted to the revision and approbation of the Honourable the Governor in Council after which, and not otherwise, by his confirmation, it shall be deemed complete and declared not to be deviated from during the term of five years to which its duration is intended.

That for the year 970 and the succeeding years to 974 included the sum payable to the Honourable Company's government is to be for the talooka before mentioned without any deduction whatever at three instalments, *viz.*, the first on the 15th of Dannoo, the second on the 15th of Meddom, the third at the end of Cheengum, Raheties or Hunteray Hoons thirteen thousand and four (13,004.)

And whereas it is probable that the present coinage of gold Fanams may be abolished, and a new currency more adequate to the purpose of a free and general circulation established, it is hereby declared that the relative value of the old coinage and new shall be thus adjusted and accounted for in all revenue receipts from the ryots and payment by the Rajahs to the Company's government, *viz.*, ten Biray or new gold Fanams to be equal to three Rupees.

And whereas the sum of Raheties twelve hundred and twenty-three six Fanams and thirty Cash has been deducted from the jumma as an

over assessment on the dhummery or batty grounds, if hereafter it shall be found by future reports of the Canoongoes and a more minute investigation that the dhummery lands in general are, from their productiveness, equal to the payment of the full assessment, then the Company's share of the sum now remitted shall be paid in the same manner and in the same proportion as on the purrums or garden grounds, that is to say, four-fifths of the increased Negady realized therefrom.

An engagement similar to the above with Corimnaad was made with the Acheen of Palghat for Hoons 27,898-9-29. The only difference was in the last clause which was as follows:—

And lastly, from a survey of the terre land in the aforesaid districts of Palghat, it has been found that ground to the amount of 1 500 Raheties or Tumulporram from being wholly overrun with jungle cannot now in all probability be cultivated. Should it hereafter on inspection be found capable of cultivation it is hereby further stipulated that the Company's share of Negady from the ground in question shall be allowed and added to the present revenue.

The following engagements were the same as that with Corimnaad, omitting the last clause altogether:—

Corimnaad in behalf of the Rajah of Peripnaad for	Hoons	5,744	0	7
Cowlparah for	„	6,395	1	1
Manoor, Congar and Yerterra for ...	„	4,276	0	21
Beypore for	„	4,350	1	25

No. LXXXIII.

Translation of the Ekrarnama or Engagement of Alla Coomby, Acheen of Palghat.

Whereas I did on the 27th of May deliver in to the Commissioners an application requesting that, for carrying on the collections of the year 969, a prudent and creditable person, that is a tehseeldar or collector,

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might be appointed, to the end that in the presence of the said tehseeldar I might, without any oppression or excess towards the ryots, realize the money from the country and faithfully without any deviation pay the same into the Company's government which is to provide for my expenses.

And whereas my said application hath met with the approbation of the gentlemen and Sir Robert Abercromby (the Governor of Bombay), and Messrs. Jonathan Duncan and Charles Boddam (Commissioners from the Government General), having arrived in this country, having, in conjunction with Mr. Farmer, Mr. Page, and Major Dow (Commissioners from Bombay), settled upon a system of administration, including the administration of justice and for the other purposes of government within the Malabar countries in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs, under date the 30th of March last, I do fully agree to the said plan and to the tenor of the Governor of Bombay's letter aforesaid, and shall conform thereto and act accordingly, and I have also, before Mr. Lankheet, entered into an ekrarnama or engagement relative to matters and subjects of judicial cognizance and restraining me from exercising any jurisdiction on causes of a criminal nature, and binding myself to conform to and be observant and obedient to whatever the gentlemen shall, in judicial matters, direct; and the administration of justice in my country depends on the adawluts of Cherpoolcherry and Calicut and on the gentlemen's orders.

And as to the end that the accounts of the revenue of the country and of the lands thereof be kept in a proper manner, and that the revenue may be collected from every ryot according to the established local rate, Canoongoes have been appointed on the part of the Honourable Company in my country and in the others throughout Malabar; I do therefore agree and give in writing that I will in every shape admit and support the said Canoongoes in the writing out and keeping of their office papers and in the maintenance of their official rights and their exercise of its functions, as well in the superior as in and throughout all the inferior cutcherries, nor shall I oppose or deviate from what they deem proper and advisable, or if I do I shall, becoming punishable by Government, meet with the due return for such my conduct; and if in this mode of

proceeding the tehseeldars or Canoongoes shall in any wise act contrary to what is regular, I will, by advising the superintendent of my division, attain to justice.

And as the great number of inferior chowkies for the collection of Soonghum or duties and tolls on merchandize must materially tend to the discouragement of trade and thereby to keep back the improvement of the country; it has been further agreed upon and ordered, in view to the general good, that all the said inland duties and tolls and the places for the receipts of them be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from the countries beyond the Honourable Company's province of Malabar, that is, from the Cavay to Cochin; and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries with whom the connection can only be maintained and cultivated by the Company's government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company to be regulated and increased and diminished as to their rates, as may best suit the public interest with foreign nations, and only a man of mine shall remain with the Honourable Company's custom-house officers to keep the accounts.

Dated the 21st of June 1793.

No. LXXXIV.

TRANSLATION of a separate EKRARNAMA from the ACHEEN OF PALGHAT, dated the 1st of July 1793.

Whereas I have entered into a written ekrarnama, in which the civil and criminal administration of justice in my country is declared to depend on the adawluts of Cherpoolcherry and of Calicut, and on the gentlemen's orders, in respect to which my orders and authority are not to operate.

And whereas, in consideration of the local distance from Cherpoolcherry, an inferior court subordinate to that of Cherpoolcherry is, for the settling of small causes, on the point of being established at Palghat,

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Nos. LXXXIV. & LXXXV.

Manoor.

which court is to take cognizance of suits where the value claimed does not exceed Rupees 200, and also of small and inconsiderable quarrels, brawls, and affrays.

I do therefore give in writing that the process and authority of the said court shall be and remain current in my country; and that we ourselves shall also in all respects be obedient and conform to the same and submit to its justice; and whoever shall be dissatisfied with this inferior court shall, by proceeding to Cherpoolcherry and preferring an application to the gentlemen there, attain to justice.

I have therefore written this ekrarnama, to the end that if I deviate therefrom I may become culpable in the sight of government.

N. B.—A joint ekrarnama to the same purport and effect with the above hath been executed by the three Nairs of Congar, Manoor, and Yerterra.

No. LXXXV.

TRANSLATION of the ENGAGEMENT of PUNINGAAT, the Nair of MANOOR.

Whereas I have delivered in my application to the gentlemen of the Honourable Company's government relative to the revenue of the ensuing Malabar year 969, the said gentlemen have in consequence issued the orders that are hereunder written, and I do thereon stipulate and give in writing that I shall constantly conform to the tenor of the said orders, and on no account deviate therefrom, or if I act otherwise, that I be expelled from the country; and I have accordingly written this in the manner of a mochulka and cabooleut, the orders above referred to being as follows:—

That a tehseeldar be appointed along with me that I may in his presence, without the commission of any oppression or excess on the ryots, realize the revenue from the country and faithfully pay the same without deviation to the Company's government, which is to provide for my expenses, and the gentlemen have agreed to this.

And Sir Robert Abercromby (the Governor of Bombay) and Mr. Jonathan Duncan and Mr. Charles Boddam (Commissioners from the Government General) having arrived in this country have settled in

conjunction with Mr. W. G. Farmer and Mr. W. Page and Major Dow (Commissioners from Bombay) a system of administration, including the administration of justice and for the other purposes of government within the Malabar countries, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs under date the 30th of March last; I do fully agree to the said plan and to the tenor of the Governor of Bombay's letter aforesaid, and shall conform thereto and act accordingly.

And the Acheen of Palghat having with my knowledge and privity entered before Mr. Lankheet into an ekrarnama relative to the administration of justice and restraining him from inflicting any punishment, &c., I do promise that we shall also act in conformity to this, and the administration of justice of my country depends in the adawlut of Cherpoolcherry and of Calicut and on the orders of the gentlemen, and we shall not either give to any one punishment or presume, without the orders of the gentlemen, to interfere in any other matter of judicial cognizance; whoever may have occasion to complain shall, going to the Company's adawlut, attain to justice.

And as to the end that the accounts of the revenue of the country and of the lands thereof be kept in a proper manner, and that the revenue may be collected from every ryot according to the established local rate, Canoongoes have been appointed on the part of the Honourable Company in my country and in the others throughout Malabar; I do therefore agree and give in writing that I will in every shape admit and support the said Canoongoes in the writing out and keeping of their office papers, and in the maintenance of their official rights and their exercise of its functions as well in the superior as in and throughout all the inferior cutcherries, nor shall I oppose or deviate from what they deem proper and advisable, or if I do I shall, becoming punishable by Government, meet with the due return for such my conduct; and if in this mode of proceeding the tehseeldars or Canoongoes shall in any wise act contrary to what is regular, I will, by advising the superintendent of my division, attain to justice.

And as the great number of inferior chowkies for the collection of soonghum or duties and tolls on merchandize must materially tend to the discouragement of trade and thereby to keep back the improvement

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Beypoor.

of the country, it has been further agreed upon and ordered, in view to the general good, that all the said inland duties and tolls and the places for the receipts of them be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from the countries beyond the Honourable Company's province of Malabar, that is from the Cavay to Cochin; and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries, with whom the connection can only be maintained and cultivated by the Company's Government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company, to be regulated and increased and diminished as to their rates as may best suit the public interest with foreign nations, and only a man of mine shall remain with the Honourable Company's custom-house officers to keep the accounts.

Dated the 30*th of June* 1793.

The same agreement has been entered into by Koorootur, the Nair of Congar.

The same agreement has been entered into by Kummur, Nair of Yerterra.

The same agreement has been entered into by Kumerunram, Nair of Cowlparra.

No. LXXXVI.

TRANSLATION of the EKRARNAMA of RAUJEVARMA, the Rajah of BEYPOOR.

Whereas I have made application to the Commissioners relative to the settlement of my district and that the said Commissioners have in consequence been pleased to order that a tehseeldar or native collector shall remain in my country, I do also agree to this, and that a tehseeldar of the Honourable Company be stationed in my country, to the end that in his presence I may, without oppression or violence, realize the money from the country and pay it into government, which is to provide for my support.

And whereas Sir Robert Abercromby (the Governor of Bombay) and Mr. Jonathan Duncan and Mr. Charles Boddam (Commissioners from

the Government General) having arrived in this country have in conjunction with Mr. W. G. Farmer and Mr. William Page and Major Dow (Commissioners from Bombay), settled upon a system of administration, including the administration of justice and for the other purposes of government within the Malabar countries, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs, under date the 30th of March last, I do fully agree to the said plan and to the tenor of the Governor of Bombay's letter aforesaid, and shall conform thereto and act accordingly.

And as to the end that the accounts of the revenue of the country and of the lands thereof be kept in proper manner, and that the revenue may be collected from every ryot according to the established local rate, Canoongoes have been appointed on the part of the Honourable Company in my country and in the others throughout Malabar, I do therefore agree and give in writing that I will in every shape admit and support the said Canoongoes in the writing out and keeping of their office papers and in the maintenance of their official rights and their exercise of their functions as well in the superior as in and throughout all the inferior cutcherries, nor shall I oppose or deviate from what they deem proper and advisable, or if I do I shall become punishable by government and meet with the due return for such my conduct; and if in the mode of proceeding the tehseeldar or Canoongoes shall in any wise act contrary to what is regular, I will, by advising the superior of my division, attain to justice.

And as the great number of inferior Chowkies for the collection of soonghum or duties and tolls on merchandize must materially tend to the discouragement of trade and thereby to keep back the improvement of the country; it has been further agreed upon and ordered, in view to the general good, that all the said inland duties and tolls and the places for the receipt of them be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from the countries beyond the Honourable Company's province of Malabar, that is from the Cavay to Cochin; and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries, with whom the connection can only be maintained and cultivated by the

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Vellatre.

Company's government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company, to be regulated and increased and diminished as to their rates as may best suit the public interest with foreign nations, and only a man of mine shall remain with the Honourable Compay's custom-house officers to keep the account.

Dated the 2nd July 1793.

TRANSLATION of a separate EKRARNAMA executed by RAUJEVARMA, the Rajah of BEYPOOR, dated the 1st of July 1793.

Whereas I have entered into a written ekrarnama, according to which the civil and criminal administration of justice in my country is declared to depend on the adawluts of Calicut and on the gentlemen's orders, in respect to which my orders and authority are not to operate, I do therefore give in writing that the process and authority of the said court shall be and remain current in my country; and that I myself shall also in all respects be obedient and conform to the same, and submit to its justice.

I have therefore written this ekrarnama, to the end that if I deviate therefrom I may become culpable in the sight of government.

Dated the 6th July 1793.

No. LXXXVII.

ARTICLES of AGREEMENT between WILLIAM GAMUL FARMER, Esq., and MAJOR ALEXANDER DOW, on the part of the English East India Company, and WALLABHAN, Rajah of the district of Vellatre, concluded at Calicut this 30th day of July in the English year 1792, and on the 18th of Malabar month of Carracadagom, year 967.

1*st.*—The whole of the country formerly subject to the cutcherry of Calicut, being ceded to the English Company by the Nawab Tippoo Sultan, is become the property of the said Company and they alone are the rightful sovereigns of it, to whom obedience is due.

2nd.—William Gamul Farmer and Major Alexander Dow being deputed by the Honourable Major General Robert Abercromby, Governor of Bombay, to settle the said countries so ceded, the said Rajah Wallabhan came to them at Calicut and represented that the countries of Mellatoor, Augarypooram, Vanarcaddo, and Kapil had always appertained to the kingdom of Vellatre, and that in consideration of services rendered the Company in assisting their armies he, the said Rajah, hoped to hold his former countries as manager for the Company, paying to them the revenues collected from the said countries, which, by an account delivered by Kariatt Moosa, the karigar of the Rajah of Vellatre, appear to be as follows:—

Augarypooram	15,281	1	50
Mellatoor	12,287	1	0
Vanarcaddo	5,031	3	50
Kapil	2,694	0	0
Also the three districts of Congaad, Manoor and Yerterra formerly belonging to Paliacacherry but ceded to the Rajah of Vellatre ...	8,472	0	0
Amount of Land Customs	2,000	0	0
Total Amount Rupees ...	45,766	2	0
From this sum it appears by an account presented that it will be necessary to allow the sum of Rupees	7,356	0	0
Thus there remains net Rupees ...	38,410	2	0

3rd.—This sum of net Rupees (38,410-2) thirty-eight thousand four hundred and ten and two quarters the said Rajah Wallabhan agrees to collect and pay to the Honourable Company, by the hands of such persons as they may appoint, at the following periods:—

The sum of Rupees (18,410-2) eighteen thousand four hundred and ten and two quarters on the 1st of the Malabar month Daun, year 968, answering to about the 1st of December 1792.

The sum of Rupees (10,000) ten thousand on the 1st of the Malabar month Minom, answering to the 1st of March 1793.

The sum of Rupees (10,000) ten thousand on the 1st of the Malabar month Vidinom, answering to 1st June 1793.

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4*th*.—The aforesaid amount of Rupees 88,410-2 being founded on accounts delivered as just, the Company shall have a right to appoint any persons they may please to inspect them; and if it is discovered that the collections of the country amount to more, the difference is to be paid to the Company.

5*th*.—Whereas formerly in the ancient government of the Rajahs, the Nair Chiefs and many of the petty Nairs held their lands without paying revenue or tribute to the Rajah but were only liable to follow them in war, Hyder Ali Khan Bahadoor and his son Tippoo Sultan destroyed this custom, and after examining the value of the property of every person they fixed the revenue which was to be paid; and this revenue Tippoo Sultan delivered over to the Company; the ancient custom is not to be renewed by the Rajah by giving back the lands free from tribute. The Company having their own troops do not want the military service of the Nairs, and therefore, as far as they are able from the produce of their lands and gardens, they are to pay according to the jumma settled by Tippoo.

6*th*.—In the same manner from very ancient times grants were made of lands to the Pagodas and to the Brahmins, all which lands were by Hyder and Tippoo brought to account in the revenue; these lands are not to be given back on any account to the Brahmins or any thing done tending to prejudice the revenues of the Company; they have to defend the country, and these revenues must pay the troops.

7*th*.—Whereas it is the intention of the Governor General to send round persons from Bengal to inspect this country and to form rules for collecting the revenue and for the administration of justice, the said Rajah obliges himself to agree to such regulations as it is thought fit to make, and in general, at all times, to agree to whatever the Honourable Company may think fit to ordain for the better management of their country and the improvement of the revenue.

8*th*.—Any ministers or other persons to be employed by the Rajah in the government of the country, or the collection of revenues, to be with the consent of the Honourable Company by their representatives, and if at any time any of them misbehave, they are to be dismissed.

9*th*.—There being in certain districts balances due on account of the collections of the present year, an account is to be made of the

same, when orders will be given to collect and the collections to be paid to the Company.

10*th*.—It being the desire of the Company to procure what pepper grows in the countries, they will appoint their own merchants to purchase it in the country; no other merchants are therefore to be permitted to purchase, and every assistance is to be given to the Company's merchants; the price to be paid for said pepper by the merchants to the ryots to be hereafter settled. This or any other mode which may be thought better, the Rajah Wallabhan is to assist in.

This agreement is only for one year, and subject to the approval or disapproval of the Honourable General Abercromby.

Signed, sealed, and delivered in Calicut the 30*th July* 1792.

(Signed) W. G. FARMER.
„ ALEXANDER DOW.

The Seal of the Honourable Company.

Witness—JOHN AGNEW.
„ JOHN DIAS.

No. LXXXVIII.

The following TREATY of alliance and friendship is entered into and agreed upon by BRIGADIER GENERAL MACLEOD, Commander-in-Chief of His Britannic Majesty and the Honourable English East India Company's forces, on behalf of the said Honourable Company on the one part, and the BEBEE or QUEEN OF CANNANORE and ALLIA RAJAH, her husband, on the other part.

1*st*.—There shall be firm peace and friendship between the aforesaid parties.

2*nd*.—The Queen shall possess all the country of which she stood possessed before the English army marched into her country.

3*rd*.—The Queen will pay to the Honourable the Presidency of Bombay, within the space of one twelvemonth, one lakh and one-half lakh of Bombay Rupees as an indemnification for the expense of the war, and she will also pay an annual tribute of one lakh of Rupees to the said Presidency.

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Cannanore.

4*th*.—The said Presidency will protect her in the possession of the said country against the Nairs her natural enemies, otherwise she cannot pay the above sums.

5*th*.—All the forts are to remain in possession and at the disposal of the English.

6*th*.—The Queen engages annually to make the first offer of her pepper to the Honourable Company to be bought at a reasonable price.

Given and exchanged under our hands and seals at Cannanore this 8th day of January 1784, *in the presence of us.*

Thos. Lighton.	(Signed)	Norman Macleod, *Brigadier General.*	Seal.
Abdulla.	,,	Bebee.	Seal.
Moossa.	,,	Allia.	Seal.

This Treaty was disavowed by the Bombay Government on 12th January 1784, but was afterwards confirmed on 2nd February as a temporary measure during the armistice with Tippoo or until peace should be concluded.

No. LXXXIX.

I, Bebee Bulia, the Princess of Cannanore and of the Laccadive Islands, &c., do acknowledge and give in writing that I will pay to the Government of the Honourable East India Company the moiety of whatever is the produce of my country according to the funds thereof, and out of the Rupees 20,000 annual profit, which I reap from my trade with the Laccadives, I am also to pay the half to Government, besides which I do stipulate to pay in like manner the half of whatever further income or profits from the said lands or trade shall be hereafter ascertained to accrue to me by the enquiries of the officers of Government.

And as it had been signified to me that after the rains a gentleman is to proceed to the Laccadives to sequester them for the advantage of the Honourable Company's Government, and to appropriate to the use of the said Government all the produce thereof, I do therefore engage to submit also to this if it shall be ordered by the Governor General in Council, neither shall I in any shape object thereto; or otherwise, if it be so ordered, I shall be ready to account for the true income and produce and to pay the same to Government. Wherefore I have written these few lines as a mochulka for the revenue of Government.

Dated the 11th of April 1793.

TRANSLATION of an AGREEMENT entered into by the BEBEE of CANNANORE.

I, Bulia, the owner or lady of Cannanore and of the Laccadive Islands, do give in writing as follows:—

Whereas the sum of Rupees 28,680-12-3 is in arrear on account of the revenue due by me for the Malabar years 966 and 967, I do therefore covenant and give in writing that I will, without plea or excuse, pay the same in the following instalments:—

On the 4th of Rumzaun 1207 of the Hegira, agreeing with the 15th April 1790, Rupees 8,000, and the remaining Rupees 20,680-12-3 in two kists or instalments; the one on the 24th of Rumzaun or 4th of May, and the other on the 14th of Shawul, which agrees with the 24th of May, and herein I shall use neither delay nor evasion: wherefore I have entered into this agreement.

Dated 29th of Shabaun 1207 *Hegira, agreeing with the 11th of April* 1793.

No. XC.

AGREEMENT with the BEBEE of CANNANORE, executed by her on the 28th October 1796, or Malabar style 15 Toolam.

I, Bebee Bulia, lady of Cannanore, do agree and give this writing to witness that I will pay to the Government of the Honourable English

MALABAR.

No. XC.

Cannanore.

East India Company fifteen thousand Rupees per annum, being the jumma on the houses, purums, &c., situated at and near Cannanore, on my trade to the Lacadavey Island, on my jelm property on the said island. I do further agree to pay the said amount of fifteen thousand Rupees at three different kists, the first, or five thousand Rupees, on the 15th Danoo; the second, or five thousand Rupees, on the 15th Meddom; the third, or five thousand Rupees, at the end of Cheengum. This Article of agreement is not to do away, nor is it meant to do away, in any shape, the rights which the Government have to the Laccadive Islands as is set forth in my mochulka dated the 9th April 1793, or 27th Shaban 1207 Hegira.

2. I do agree to pay the customs on all articles of merchandize whether imported or exported by me in the same manner and the same rates as the merchants of Malabar, save upon the coir imported from the Laccadives.

3. I give up my pretensions to the one-fifth share of the collection which is granted by Government to the Rajahs of Malabar, being convinced that I have no right to insist on the said allowance.

4. I give up all right and title to the Honourable Company which I have claimed to the Tarrahs of Cannatoor and Canot Chally, and do agree that the Company shall make the collections in any manner they may think proper, except through the medium of the Cherical Rajah, which I most earnestly solicit may not be granted.

5. And I do agree to pay all arrears on account of customs, except upon the coir which I may have imported from the Laccadives.

Cannanore, 28th October 1796, *or M. S.* 15*th Toolam* 972

(Signed) BEBEE BULIA.

Witnesses,

(Signed) BALLAJEE ROW, Dewan.

„ RAMROW PESKAR.

„ GOVIND WESDANATHJEE.

No. XCI.

TRANSLATION of an AGREEMENT with the NAMBYARS of Irvernaad.

We, Kekurat Nambyar, Kamburt Nambyar, Konmil Nambyar, Chunderwut Nambyar, Naringol Nambyar, and Palolee Nambyar (being the representatives of the six Nambyar families of Irvernaad), give in writing as follows:—

Whereas we have hitherto during the period since the Company's late acquisition of Malabar remained out of possession by reason of the apprehension entertained of the bad effects that might be produced from our mutual animosities, and lest also by our undefined and mingled rule of administration detriment might ensue to the country and to the other separate landholders within the district;

It hath therefore been settled before the Commissioners that we shall proceed to Mr. Galley at Tellicherry (that gentleman being vested with full authority to administer all the affairs of this division of the country), and concluding before that gentleman a settlement on the footing or in view to the general estimation of the present or existing one, we are all six of us respectively to enter into separate settlements and kist-bundees (or instalments) for the revenue that shall thereby become due from our respective shares, and we are also in conformity thereto distinctly to make good to Government our respective payments.

And with respect to the other land-proprietors, whose grounds are situated within our respective shares of the districts, their portions of the revenue shall be settled by Government, and they shall only have to pay through us the amount thus fixed for each of them; in the receipt of which if we shall commit any oppression on, or make any over-exaction from them, in such manner that in the justice of the Company's Government such act shall be proved and established against us, such land-proprietor shall thereby become independent of either of us and shall pay his own revenue directly to Government.

And in the same manner as throughout the whole country the articles of poorishandram (taking part of the estates of deceased persons), and fines and penalties, as well as the dues at the festival of Onam and Vishoo, &c., have been forbidden; so do we also engage not to take from our ryots or from any other Nairs or Mopillas or other

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Irvernaad.

landholders any other of the said articles, and on proof thereof we shall pay a fine of twice the amount to Government.

As to the article of pepper, the Company will receive and take the half of the produce to which they are entitled from the vine and the vine owners; and the other half these latter shall remain at liberty to sell to whomsoever they shall choose or who shall give them the best price, whilst we shall reserve to ourselves the sale of the half of what is the produce of our own vines, the other ryots and land-owners being in like manner at free liberty to dispose of their own pepper produce wherever they like.

Lastly, we are to remain in obedience to Government, and if any among us shall prove disobedient to its orders or oppress or act unjustly towards others, such of us shall, becoming guilty towards Government, be punished and be expelled from the land that is his inheritance.

Dated the 14*th May* 1793.

No. XCII.

Whereas separate agreements have been entered into between the Honourable English East India Company and the Rajahs of Malabar, whereby the collection of inland duties, tolls, and customs on merchandize and the places for the receipts of them are for ever done away and abolished, and that the duties on merchandize are only to be collected on exports by sea or land to, or imports from the countries beyond the Honourable Company's province of Malabar, *i. e.*, from Cavay to Cochin; and as the duties thus remaining to be collected are to be levied solely on the trade with foreign countries with whom the connection can only be maintained and cultivated by the Company's Government, so it is agreed that the management of their residuary duties shall be and remain with the Honourable Company, to be regulated, increased, or diminished as to their rates as may best suit the public interest with foreign nations.

And it is thereby also agreed that the administration of justice in all its parts within and throughout the province of Malabar, according

to the judicial regulations determined on and confirmed by the supreme Government, shall continue under the management, superintendence, and directions of the gentlemen appointed for that purpose on the part of Government.

In pursuance therefore and conformity to the mode of agreement, as above mentioned, settled with the Rajahs of Malabar, I, James Stevens, Esquire, senior supervisor for the affairs of the Honourable Company in the province of Malabar, in virtue of the powers derived to me from the Honourable the President in Council of Bombay, do hereby stipulate and agree for and in behalf of the Honourable United English East India Company with Kehaguest Canna, Cernamil Killoo, Caumpariet Chapen, and Chanderole Amboo, Nambyars, to deliver over to the management of them, the said Irvernaad Nambyars and their agents, the district of Irvernaad in as far as regards the detail collection of the revenues of the said district (with the reservation of the authority as more particularly specified in their hookumnamas or instructions of the Honourable Company's Canoongoes, appointed by the above agreement with the Rajahs of Malabar permanent registers on the part of Government) for the term of five years, commencing on the first day of Canny nine hundred and seventy Malabar, or A. D. 12th September one thousand seven hundred and ninety-four, on the following conditions:—

That such parbuties and inferior officers as have assisted the Company's tehseeldars in the collection of the revenues, shall not be removed unless they may be found guilty of peculation or other misbehaviour, and of which sufficient poofs shall be given to the supervisor or superintendent before their removal can be acquiesced in.

That this agreement shall be submitted to the revision and approbation of the Honourable the Governor in Council, after which, and not otherwise, by his confirmation, it shall be deemed complete, and declared not to be deviated from during the term of five years to which its duration is intended to extend.

That for the year 970, the sum payable to the Honourable Company's Government is to be for the talooka before mentioned, without any deduction whatever at three instalments, *viz.*, the first on the fifteenth of Dannoo; the second on the fifteenth of Meddom; and the third at the end of Cheengam Rupees twenty thousand (20,000); for

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the year 971, at the same period, Rupees twenty-one thousand (21,000); for the year 972, Rupees twenty-two thousand (22,000); for the year 973, Rupees twenty-three thousand (23,000); and for the year 974, Rupees twenty-four thousand (24,000).

And as the date of this agreement is posterior to the term fixed for the payment of the first kist with the Rajahs of Malabar, it is hereby agreed that the sum of Rupees twenty thousand due for this season shall be paid at two instalments, *viz.*, one-half at the end of Mena, and one-half at the end of the month Cheengum.

Whereas separate agreements have been entered into between the Honourable English East India Company and the Rajahs of Malabar whereby the collection of inland duties, tolls, and customs on merchandize and places for the receipts of them are entirely done away and abolished, and that the duties on merchandize are only to be collected on exports by sea or land to, or imports from the countries beyond the Honourable Company's province of Malabar, *i. e.*, from Cavay to Cochin; and as the duties thus remaining to be collected are to be levied solely on the trade with foreign countries with whom the connection can only be maintained and cultivated by the Company's Government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company, to be regulated, increased, or diminished as to their rates as may best suit the public interest with foreign nations.

And it is thereby also agreed that the administration of justice in all its parts within and throughout the province of Malabar, according to the judicial regulations determined on and confirmed by the Supreme Government, shall continue under the management, superintendence, and direction of the gentlemen appointed for that purpose on the part of Government.

And whereas James Stevens, Senior, Esquire, supervisor of the province of Malabar, did in the Malabar year 970, answering to the Christian era 1794-95, on behalf of the Honourable United English East India Company, in pursuance of and in conformity to the mode of

agreement as above mentioned settled with the Rajahs of Malabar, stipulate and agree with Kehaguest Canna, Cernamil Killoo, Caumpuriet Chapen, and Chanderole Amboo, Nambyars, to deliver over to them, the said Irvernaad Nambyars and their agents, the management of the district of Irvernaad in as far as regards the detail collection of the revenues of the said district (with the reservation of the authority of the Canoongoes as more particularly specified in their hookumnamas or instructions, who are to be permanent registers on the part of Government) for the term of five years commencing on the first of Canny nine hundred and seventy, A. D. 12th September one thousand seven hundred and ninety-four;

Now be it known that the said Nambyars Kehaguest Canna, Cernamil Killoo, Caumpuriet Chappen, and Chanderole Amboo having preferred a request to Christopher Peile, Esquire, northern superintendent, in a paper bearing their respective signatures and dated at Mondal the fifth day of January or 24th Danoo 973, desiring, for the reasons therein set forth, that the above-mentioned ekrarnamah or agreement be rescinded and from henceforth be considered as null and void; we, John Spencer, Esquire, Major General James Hartley, and John Smee, Esquire, Commissioners, executing the office of supervisor for the affairs of the Honourable Company in the province of Malabar, in virtue of the authority derived to us from the Honourable the President in Council at Bombay, do accordingly hereby rescind the said ekrarnamah or agreement and declare the same to be henceforth null and of no effect.

And the said four Nambyars having further requested, under date as above mentioned, that the amount which they bound themselves to pay to the Honourable Company by the said ekrarnamah shall be paid by the six Nambyars of Irvernaad, *viz.*, the four above named and Carriat Ama and Narangoly Nambyars separately for the years 973 and 974, each paying for that part or division of Irvernaad which belongs to his or her family; we, the said John Spencer, Esquire, Major General James Hartley, and John Smee, Esquire, do hereby stipulate and agree for and in behalf of the Honourable United English East India Company with Kehaguest Canna Nambyar to deliver to the management of him or his agents that part of the district of Irvernaad over which his influence and that of his family formerly extended, according to the annexed Schedule, as far as regards the detail collections of the revenue thereof.

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And it is hereby further agreed and stipulated that the sum payable to the Honourable Company's Government by the said Kehaguest Canna Nambyar for the lands and possessions above described, shall be for the current year 973 the full and just sum of Rupees four thousand six hundred and forty-nine two quarters and forty reas (4,649-2-40) without any deduction whatever, at three instalments, *viz.*, the first on the fifteenth day of Danoo, the second on the fifteenth of Meddom, and the third at the end of Cheengum; and for the year nine hundred and seventy-four the sum payable as above shall be Rupees four thousand eight hundred and fifty-one two quarters and seventy reas (4,851-2-70) : and it is further agreed that this covenant shall be submitted to the revision and approbation of the Honourable the Governor in Council by whose ratification of the same, and not otherwise, it shall be deemed of full force and effect for the two years above mentioned.

And as the date of this agreement is posterior to the term fixed for the payment of the first kist, it is hereby further agreed that the sum due on account of the first kist shall be paid to the northern superintendent by the 21st of Makarom ensuing or 31st January.

The second at the stated period or 15th Meddom, and the third on the 31st Cheengum.

Given under our hands and seal in Calicut this 12th day of January one thousand seven hundred and ninety-eight, answering to the second Makarom nine hundred and seventy-three.

"

"

"

Given under my hand at Mondal this sixth day of Makarom nine hundred and seventy-three.

The mark of KEHAGUEST CANNA.

Signed before me and delivered at Mondal this sixteenth day of January 1798.

(Signed) CHRISTOPHER PEILE, N. S.

and witnessed by

(Signed) CAETANO COELHO.

" INLIAO MART BASS.

The amount jumma of Kehaguest Nambyar's division with the names of the Tanahs collected by him, viz.

1. Paloor	for the year 973 M. S. ...	Rupees	4,649	2	40
2. Pootur... ...					
3. Canagot ...					
4. Tupingatoor ...					
5. Billacatoor ...					
6. Coloavallor ...					
7. Ellamgott ...					
8. Cooteny ...					
Ditto from the above for 974 M. S., ...		Rupees	4,851	2	70

Similar agreements were made with the other Nambyars separately, *viz.*—

Cernamil Killoo for the year	973 M. S. ...	Rupees	2,324	3	20
	974 M. S. ...	„	2,425	3	35
Caumpuriet Chapen for the year	973 M. S. ...	„	4,649	2	40
	974 M. S. ...	„	4,851	2	70
Chanderole Amboo for the year	973 M. S. ...	„	2,324	3	20
	974 M. S. ...	„	2,425	3	35
Carriat Ama for the year	973 M. S. ...	„	5,914	2	30
	974 M. S. ...	„	6,171	2	90
Narangolly Nambyar for the year	973 M. S. ...	„	7,368	0	85
	974 M. S. ...	„	7,504	3	35

No. XCIII.

KAULNAMAH from HIS EXCELLENCY MAJOR GENERAL MEADOWS, Governor and Commander-in-Chief, &c., &c., on the part of the Honourable Company, to KISHEN ZAMORIN, Rajah of Calicut, &c., &c.

Whereas the English forces have by the blessing of Providence possessed themselves of the fort and district of Palghat and certain adjacent countries of the Malialum, and design further to extend their possessions in that quarter; and whereas Kishen Zamorin, Rajah of Calicut, has on the present and former occasions evinced a firm attachment to the British interests and proved himself useful in supplying their armies: it has therefore been resolved that the said Zamorin shall be invested with the sole management of all the countries heretofore included in the province of Calicut which are or may be conquered by the British troops.

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The said Zamorin is therefore directed to exert his authority and influence in embodying the Nairs of that country and in directing their operations against the common enemy either separately or in conjunction with the British forces as he may be instructed by the officer commanding in that quarter.

He is to exert himself in establishing magazines in such places as he may be required to collect them, and in supplying as far as may be practicable everything necessary for the prosecution of the war, for which regular receipts will be given and the amount duly accounted for at its conclusion.

This instrument, to which strict obedience is enjoined by all whom it may concern, is to be considered as a kaulnamah and authority for administering the revenues during the present war. And at its successful conclusion by the favour of the Almighty the murassee or right of inheritance of the said Zamorin and of every Rajah, zemindar, and polygar shall be strictly examined and justly determined to the rightful inheritor agreeably to established custom, and then also the peshcush to be paid to the Honourable Company shall be equitably adjusted.

Given under my hand and seal at Coimbatoor the twenty-seventh day of September in the year of our Lord one thousand seven hundred and ninety.

(Signed) W. MEADOWS,
Governor and Commander-in-Chief.

No. XCIV.

ARTICLES of AGREEMENT between WILLIAM GAMUL FARMER, Esquire, and MAJOR ALEXANDER DOW, on the part of the English East India Company, and MAAN VICRUM ZAMORIN, concluded at Calicut this 18th day of August in the English year 1792, and on the 6th of the Malabar month of Cheengum, or Singum in the year 967.

1. Of the countries ceded by Tippoo Sultan there remain sundry places in the four divisions of Calicut, Belutnaad, Ernaad, and Chowghaat; the Zamorin has further represented that in the districts leased to the Rajah of Corimnaad there are two talooks which are particularly

desired by him, as being family places, called Burrakumpooram and Kehakumpooram. On a representation to the Rajah of Corimnaad he willingly consents to surrender these two talooks. The countries of Columgoora (Colungoor), Cadavoura (Koorwye), and Manaree (Mungaree), annexed by Tippoo to the talook of Palighat having anciently been ceded to the Zamorin, have been held and collected by him since the expulsion of Tippoo. These countries, together with the sea and land customs, altogether estimated at Rupees four lakhs sixteen thousand three hundred and sixty-six and one quarter (Rupees 4,16,366-1), as per an account hereafter entered, are to be delivered over to the Zamorin for one year from the 1st day of the Malabar month Canny, year 968, answering to about the 1st September 1792 English, with full powers to make the collections, administer justice, and all other rights ceded by Tippoo Sultan to the English Company, for which the said Zamorin agrees to pay to the Honourable Company by the hands of such persons as they may appoint the sum of Rupees four lakhs sixteen thousand three hundred and sixty-six and one quarter (Rupees 4,16,366-1) in the following manner:—

2. The sum of Rupees one lakh and fifty thousand (1,50,000) on the 1st of the month of Dannoo, answering to the 1st of December 1792 English.

3. The sum of Rupees one lakh thirty-six thousand three hundred and sixty-six and one quarter (Rupees 1,36,366-1) on the 1st of the month of Minom, answering to the 1st of March 1793.

4. The sum of Rupees one lakh thirty thousand (Rupees 1,30,000) on the 1st of the Malabar month Vederom, answering to the 1st of June 1793 English: all these payments are to be truly and punctually made at the stated periods.

5. The foregoing amount of Rupees four lakhs sixteen thousand three hundred and sixty-six and one quarter (Rupees 4,16,366-1) being founded on an account of the value of the countries leased out and delivered by the minister of the Zamorin, and estimated at one-half of the assessment levied by Arshed Beg Khan in the time of the Nawab Tippoo Sultan, it is agreed that on the part of the Company shall be inspectors to ascertain the exact amount levied on the countries as above stated, and if it is found that more is levied, the difference is to be paid to

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the Honourable Company. The value also of the sea customs is by computation; it is therefore also agreed that at this place there shall be persons to inspect on the part of the Honourable Company, and if they produce more, the difference is also to be paid to the Company.

6. In the foregoing account is mentioned the revenues to be received from the Rajahs of Beypoor, Perperingod, and Belutnaad, which, at the request of the Zamorin, are to be received through him as a mark of respect and superiority; it is however understood that the collections of those countries are to be made by the Rajahs of them without any interference on the part of the Zamorin. The amount payable being stated, his officer will have an order to receive it when due from the different Rajahs.

7. The Zamorin has represented that in ancient times the sovereignty of all these petty Rajahs, so far as related to the administration of justice, was in him, and therefore begged that he might still be permitted to exercise this sovereignty; as the Commissioners do not perceive any harm in this, they willingly agree to it, subject to the general regulations intended hereafter to be made relative to the administration of justice.

8. That a more full and particular account shall be framed as soon as possible of the value of the several countries leased out to the Zamorin to be delivered to the Commissioners, who will have a right on their part to appoint any person they may please for the inspection of the said accounts.

9. Whereas formerly in the ancient government of the Zamorin, the Nair Chiefs and many of the petty Nairs held their lands without paying revenue or tribute to the Zamorin or to their Rajahs, but were only liable to follow them in war, Hyder Ali Khan Bahadoor and his son Tippoo Sultan destroyed this custom, and after examining the value of the property of every person, they fixed the revenue which was to be paid, and this revenue Tippoo Sultan delivered over to the Company; the ancient custom is not to be renewed by the Zamorin, by giving back the lands free from tribute; the Company having their own troops do not want the military service of the Nairs, and therefore, as far as they are able from the produce of their lands and gardens, they are to pay according to the jumma settled by Tippoo.

10. In the same manner from very ancient times grants were made of lands to the Pagodas and to the Brahmins, all which lands were by Tippoo and Hyder brought to account in the revenue; these lands are not to be given back on any account to the Brahmins or anything done tending to prejudice the revenues of the Company. They have to defend the country, and their revenues must pay their troops.

11. Whereas it is the intention of the Governor General to send round persons from Bengal to inspect this country and to form rules for collecting the revenue and for the administration of justice, the said Zamorin obliges himself to agree to such regulations as it is thought fit to make, and in general at all times to agree to whatever the Honourable Company may think fit to ordain for the better management of their country and the improvement of their revenue.

12. Any minister or other persons to be employed by the Zamorin in the government of the country or the collection of the revenues, to be with the consent of the Honourable Company by their representatives; and if at any time any of them misbehave, they are to be dismissed.

13. There being in certain districts balances due on account of the collections of the present year, an account is to be made of the same, when orders will be given to collect and the collections paid to the Company.

14. It being the desire of the Company to procure what pepper grows in the country, they will appoint their own merchants to purchase it in the country. No other merchants are therefore to be permitted to purchase, and every assistance is to be given to the Company's merchants; the price to be paid for said pepper by the merchants to the ryots to be hereafter settled; this or any other mode which may be thought better, the Zamorin is to assist in.

15. The assessment for this year being rated at one-half of what it was by the account of Arshed Beg Khan on a representation from the Zamorin that to levy more would distress the inhabitants of the country, the Zamorin engages that his representation is justly founded. The Company received the Malabar country in preference to more valuable countries in order to afford their protection to the Malabar Rajahs and people; the return due from the Malabar Rajahs is justice and good

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faith as to the revenue, and any deviation in this respect is a breach of the original agreement, and will leave the Company at liberty to continue their protection or not, as they may think proper.

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16. The Zamorin having appointed his relation the Keraki Collot (Kurki Colgum) Rajah to treat of and settle matters with the Commissioners, it was further agreed that the said Rajah of Keraki Collot should be security to the Company for the performance of these agreements, and that to enable him to be answerable, the Zamorin shall vest him with proper power and control in the general management of the country and receipt of the revenue.

Signed the day and year above written and sealed with the seal of the Honourable Company.

This agreement for one year only, and subject to the approval or disapproval of General Abercromby.

(Signed) ZAMORIN. (Signed) W. G. FARMER.

Seal. Seal

No. XCV.

AGREEMENT signed by the ZAMORIN as delivered by his officers on the 29th June 1793.

Whereas an agreement for the Malabar year 968 (bearing date the 18th August 1792, or 6th of the month of Cheengum 967 Malabar style) was executed by the Samoory Rajah or Zamorin Maan Vicrum with William Gamul Farmer, Esq., and Major Dow, Commissioners appointed by the Presidency of Bombay for inspecting and regulating the countries conquered on this coast by the British army during the late war with Tippoo Sultan; in which agreement it is, among other things, stipulated, 1*st*, that "on the part of the Honourable Company there shall be inspectors to ascertain the exact amount levied as well from the land revenue as the customs, to the end that if more be realized than the sum therein stipulated, the surplus be paid to the

Company;" *2nd*, that "a more full and particular account shall be framed as soon as possible of the value of the country, for which end the said Commissioners shall also have a right to appoint inspectors;" and *3rd*, the Zamorin does in the said agreement bind himself "to agree to all such regulations and rules as shall be formed for the collection of the revenue and administration of justice by the Commissioners then expected from Bengal on the part of the Government General of India;" and *4th* and lastly, by the said agreement the Zamorin doth contract and bind himself "in general and at all times to agree to whatever the Honourable Company may think fit to ordain for the better management of the country and the improvement of the revenue."

Since the date of the above agreement Sir Robert Abercromby, the Governor of Bombay, and Messrs. Duncan and Boddam, Commissioners from the Government General, having come to the Malabar coast have, in conjunction with Mr. Farmer, Mr. Page, and Major Dow (Commissioners from Bombay), determined that there shall be established one civil government subordinate to that of Bombay, with suitable courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs, under date the 30th March last.

In execution and pursuance of that part of the aforesaid agreement of August last, which stipulates that the Company shall have inspectors of the revenue, the Commissioners from Bengal and Bombay did jointly appoint in January last persons in that capacity under the name of serishtadars who have collected and delivered, and are still delivering in, certain accounts of the former and present value of the country, from which there is reason to suppose that the offer made in the subsequent month of February by Shamnath, the survadi karrigar or principal Minister of the Zamorin, to agree on the part of his master to pay the full jumma of Arshed Beg Khan as assessed on the country in the time of Tippoo Sultan, was no more than the present state of the country's productiveness is equal to; yet, considering that the said serishtadar's accounts are, from the shortness of time allowed to make the inspection, not nearly so complete or perfect as is requisite to enable the Company's Government to fix at present with sufficient regard to the

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interests of the inhabitants of the country at large (which constitutes its primary object), the jumma that should, according to justice and equity, be payable from all and every part thereof; it is therefore agreed that, for the purpose of obtaining more full and satisfactory information on a point of such moment to the general welfare, inspectors or collectors shall be appointed on the part of the Company into every district of the Company to carry on the collections jointly with the officers of the Samoory Rajah, in conjunction with the Canoongoes who are to be appointed as permanent registers on the part of government.

And for as much as the great number of inferior Chowkies for the collection of soonghum or duties and tolls on merchandize must materially tend to the discouragement of trade and thereby to keep back the improvement of the country, it has been further agreed upon and ordered, in view to the general good, that all the said inland duties, tolls, and customs, and the places for the receipts of them, be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from, the countries beyond the Honourable Company's province of Malabar, that is from the Cavay to Cochin; and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries, with whom the connection can only be maintained and cultivated by the Company's Government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company to be regulated and increased and diminished as to their rates as may best suit the public interest with foreign nations; but a man on my part shall remain with the Company's officers to keep an account of the custom-house receipts.

As to the mint, what concerns it hath been thus settled, *viz.*, that the control and giving directions and making all arrangements as to what sorts of coin shall be therein struck and at what touch, or with what alloy in each kind; and likewise as to what shall be the seignorage or duties payable by the merchants and bankers on the coinage of their metals; all these points depend on and are entirely subject to the orders and well-seeming of the gentlemen of the Company, *i. e.*, of the gentleman who is or shall be stationed here at Calicut for the general conducting and management of all the affairs of Malabar, in this manner that my

people shall also assist in the conducting of the process and details of the business of the mint, conjointly with those of the gentleman aforesaid; and that, after all charges deducted, whatever net profit shall accrue from the mint, shall be equally divided between me and the Honourable Company.

(Signature of the ZAMORIN.)

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Whereas an agreement for the Malabar year 968, bearing date the 18th August 1792, or 6th of the month of Singum 967 Malabar style, was executed by the Samoory Rajah or Zamorin Maar Vicrum with William Gamul Farmer, Esquire, and Major Alexander Dow, Commissioners appointed by the Presidency of Bombay for inspecting and regulating the countries conquered on this coast by the British army during the late war with Tippoo Sultan, in which agreement it is, among other things, stipulated, 1*st*, that "on the part of the Honourable Company there shall be inspectors to ascertain the exact amount levied, as well from the land revenue as the customs, to the end that if more be realized than the sum therein stipulated, the surplus be paid to the Company;" 2*nd*, that "a more full and particular account shall be framed as soon as possible of the value of the country, for which end the said Commissioners shall also have a right to appoint inspectors;" and 3*rd*, "the Zamorin does in the said agreement bind himself to agree to all such regulations and rates as shall be formed for the collection of the revenues and the administration of justice by the Commissioner then expected from Bengal on the part of the Governor General of India;" and 4*th* and lastly, by the said agreement the Zamorin doth contract and bind himself "in general and at all times to agree to whatever the Honourable Company may think fit to ordain for the better management of the country and the improvement of the revenue."

And whereas since the date of the above agreement Sir Robert Abercromby, the Governor of Bombay, and Messrs. Duncan and Boddam, Commissioners from the Governor General, having come to the Malabar coast did, in conjunction with Mr. Farmer, Mr. Page, and Major Dow Commissioners from Bombay, determine that there should be established one civil government subordinate to that of Bombay, with suitable

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courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs, under date the 30th March 1792; in pursuance of which arrangement, as well as of the aforesaid agreement of August 1792, it was again, in the subsequent month of June 1793, further stipulated and agreed by and between the Commissioners abovenamed on the one part, and the Samoory Rajah Maar Vicrum on the other part, for the purpose of obtaining a more full and satisfactory information as to the revenue funds of the districts subordinate to the said Zamorin Rajah, as well as in view to corroborate an offer made by Shamnath, the sarvadi karrigar or principal Minister of the Zamorin, to agree on the part of his master to pay the full jumma of Arshed Beg Khan as assessed on the said districts in the time of Tippoo Sultan; that inspectors or collectors should be appointed on the part of the Company into every district of the Company to carry on the collections jointly with the officers of the said Zamorin Rajah for the space of one year in conjunction with the Canoongoes who, it was also agreed, should be appointed as permanent or perpetual registers on the part of government.

And for as much as the great number of inferior Chowkies for the collection of soonghum or duties and tolls on merchandize were found materially to discourage trade and thereby keep back the improvement of the country, it was further agreed upon and ordered, in view to the general good, that all the said inland duties, tolls, and customs, and the places for the receipts of them, should be from the date of that writing, ekrarnamah, *viz.*, June 1793, for ever done away and abolished, and that the duties on merchandize should be only collected on exports by sea or land to, or imports from, the countries beyond the Honourable Company's province of Malabar, that is from Cavay to Cochin; and as the duties thus remaining to be collected would be levied solely on the trade with foreign countries, with whom the connection can only be maintained and cultivated by the Company's Government, so it was agreed that the management of these residuary duties should be and remain with the Honourable Company to be regulated, increased, or diminished, as to their rates as might best suit the public interest with foreign nations; but a man on his (the said Zamorin's) part to remain with the Company's

officers to keep an account of the custom-house receipts, of which the Zamorin is to have a tenth of the gross produce.

And in regard to what concerned the mint, it was further settled and agreed by and between the said Commissioners and the Zamorin Rajah Maar Vicrum, that the control and giving directions, and making arrangements as to what sorts of coin should be therein struck, and at what touch or with what alloy in each kind, and likewise as to what should be the seignorage or duties payable by the merchants and bankers on the coinage of their metals, all these points to depend on and be entirely subject to the orders and well-seeming of the gentlemen of the Company's, *i. e.*, of the gentleman who is or shall be stationed at Calicut for the general conducting and management of all the affairs of Malabar, with the provision only that his, the Zamorin's, people should also assist in the conducting of the process and details of the business of the mint conjointly with those of the gentlemen aforesaid, and that after all charges deducted whatever net profit shall accrue from the mint should be equally divided between him, the said Zamorin Rajah, and the Honourable Company.

In pursuance therefore and execution of the above quoted agreements of August 1792 and June 1793, as well as in view to what has been already agreed on with the body of the Rajahs and determined on and confirmed by the Supreme Government, that the administration of justice in all its parts within and throughout the said province, according to the judicial regulations, shall continue under the management, superintendence, and direction of the gentlemen appointed for that purpose on the part of Government; and for as much as the period stipulated by the aforesaid agreement of June 1793, for the joint collection of the revenues by officers on the part of the Company in conjunction with those of the Samoory, hath now expired, I, James Stevens, Esquire, senior supervisor for the affairs of the Honourable Company in the said province of Malabar, in virtue of the powers derived to me from the Honourable the President in Council of Bombay, do hereby further stipulate and agree for and in behalf of the Honourable English East India Company with the said Samoory or Zamorin Rajah Maar Vicrum to deliver over to the management of him, the said Samoory and his agents, the districts of Calicut, Cusba, Kultoomporam, Vadakaporam, Payunaad, Ernaad, Shernaad, Nurvatum, Neringanaad, and Showghat, in as far as regards the

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detail collection of the revenues of the said districts (with the reservation of the authority, as more particularly specified in their hookumnamas or instructions of the Honourable Company's canoongoes, appointed and confirmed by the above quoted agreement of June 1793 permanent registers on the part of government), for the term of five years commencing on the 1st of Canny 970 Malabar, or September 1794, on the following conditions :—

That the said Rajah or his Minister or officers shall not collect any other taxes than those included under the head of Negady with the ten per cent. as customary for the charges of collection: the abolition of Purshantum from the Mopillas being hereby confirmed as well as the nuzzur or offerings at the feasts of Hanan and Beeshew.

That such parbuties and inferior officers as have assisted the Company's tehseeldars in the collection of the revenues shall not be removed unless they may be found guilty of peculation or other misbehaviour, and of which sufficient proofs shall be given to the superior or superintendents before their removal can be acquiesced in.

That this agreement shall be submitted to the revision and approbation of the Honourable the Governor in Council, after which, and not otherwise, by his confirmation, it shall be deemed complete, and declared not to be deviated from during the term of five years to which its duration is intended to extend.

That for the year 970 the sum payable to the Honourable Company's Government is to be for the talooks before mentioned without any deduction whatever at three instalments, *viz.*, the first on the fifteenth of Danoo, the second on the fifteenth of Meddom, and the third at the end of Cheengum, Raheties or Runteray Hoons; 1,65,915-5-24 at ten Viray or new gold Fanams for each Hoon; for the year 971 at the same period and equal proportion the sum of

Raheties			...	1,70,345	8 22
For the year	972	ditto	...	1,74,776	1 21
ditto	973	ditto	...	1,79,206	4 19
ditto	974	ditto	...	1,79,206	4 19

And whereas it is probable that the present coinage of gold Fanams may be abolished, and a new currency more adequate to the purpose of a free and general circulation established, it is hereby declared that the relative value of the old coinage and new shall be thus adjusted and accounted for in all revenue receipts from the ryots and payment by

the Rajahs to the Company's Government, *viz.*, ten Viray or new gold Fanams to be equal to three Rupees.

And lastly, as certain grounds in some of the talookas, as specified in the papers containing the grounds on which the agreement has been formed, from the circumstances of having become entirely jungle or being overflown, cannot this season be liable to any degree of tax, they are hereafter annually to be subject to survey, and such portion of revenue as may be produced from them is to be accounted for in the same manner as the purrums or garden grounds, that is four-fifths to the Company.

Copy of a circular letter written by General Abercromby, as Governor of Bombay, to all the Rajahs and principal landholders within the province of Malabar.

I have to acquaint you that the Commissioners have with my concurrence and under my approbation formed a plan for the future administration of the ceded countries (including the Honourable Company's ancient domain of Tellicherry and the tributary district of Cochin), the particulars of which I now communicate to you that you may strictly adhere thereto and be also convinced how much it has been framed with a view to your advantage and future security inclusive of and consistent with that of the country at large, which being now under the immediate protection of the Company's Government, it is their duty, as just sovereigns thereof, to watch over the welfare of all the inhabitants and to cherish them as their subjects, preserving also that due regard which they will ever maintain towards the honor and comfort of the Native Chiefs of each country and district.

For the purposes aforesaid the whole Malabar country, from Cochin to the Cavay, has been nearly equally divided into two separate divisions, the administration of which is to be entrusted to two civil servants of the Company, who are to be the immediate representatives of the British Government within their respective districts, in which they are to preserve the peace, administer justice, and to receive from you the revenue payable to government, the said gentlemen being in all cases subject to the supervision and control of the chief Company's servants within the countries aforesaid henceforth to be styled *the province of Malabar*, the seat of whose ordinary residence is to be at Calicut, to the end that, in case of any defect in the administration of the affairs of the two divisions aforesaid by the gentlemen appointed to superintend them, recourse may in all cases be readily had to their superior at Calicut, who will not interfere in the ordinary details of justice or revenue, but will be at all times ready to act as a check and control over the superintendent of the two divisions aforesaid, either on your application or that of any other persons who may think themselves

MALABAR.

No. XCVI.

aggrieved by the acts of the superintendents or their officers, who will all remain accountable to this chief officer at Calicut; and you cannot fail to observe that in this division of power and superior control granted to the primary authority to be vested on the gentleman whose residence will be at Calicut in the centre of the whole provinces of Malabar, the Honourable Company have put themselves to an extraordinary expense by the creation of this third or superior officer to govern and regulate the conduct of the two superintendents, and of all other persons within the province; to the end that in consideration of the great distance between this and Bombay you may not be obliged in any case of complaint to have recourse there but receive justice within the province, at the same time that it is left to your choice to appeal in a regular manner to the Government of Bombay in any case where you may remain dissatisfied with the acts or decisions of the superintendents and of the chief magistrate; but in cases of complaint against either of the two former only, appeals are not to lie to Bombay in the first instance; the rule being that application must be made to the chief magistrate of the province of Calicut; after whose decision, whoever shall remain still dissatisfied may, without giving offence to any person, carry a further and ultimate appeal to me at Bombay in the manner that will be more fully detailed in the regulations which the remaining Commissioners will form and have translated into the Malabar language and disseminated throughout the province for your and the public information. And when the Commissioners shall have completed these arrangements, together with such agreements as they may think fit (provided your offers are reasonable and adequate) to conclude with you for the revenue, they will dissolve their commission and return to their former stations, after which the entire authority and government within the province of Malabar, according to its limits above described, will rest with the chief magistrate and superintendents under the degrees of subordination aforesaid.

As Mr. Farmer has from the first acted as senior member of the Commission, and has thence acquired a knowledge of the country and habits of acquaintance and communication with all the Rajahs and principal and other persons within the province, I have appointed him to the office of supervisor, and the first chief magistrate to reside at Calicut aforesaid, in which capacity he will issue his instructions to the superintendents and correspond also with the remaining members of the Commission; of which, that he may attend to the important duties now consigned to him, he will no longer continue a member; and after its dissolution the primary and general authority, as above described, will vest in him, as well in regard to all matters of a civil nature as with respect to the disposal of the military force stationed in the province, but while the Commission lasts he will act in all things with their advice and concurrence.

(Signed) ROBERT ABERCROMBY.

PART III.

TREATIES AND ENGAGEMENTS

RELATING TO

CEYLON.

THE first diplomatic intercourse between the British Government in India and the Native powers in Ceylon took place in the year 1664, when an embassy was sent to obtain from the King of Kandy the release of some English sailors whom he held in captivity. The mission was unsuccessful. A century later, in 1763, an ambassador was sent to propose a Treaty of friendship; but the negociations were never carried to maturity. In 1782, after the conquest of the Dutch settlements on the Coromandel coast, a force was despatched by the Madras Government to reduce the Dutch possessions in Ceylon, and Mr. Hugh Boyd accompanied the expedition for the purpose of concluding a Treaty of alliance with the King of Kandy, by which the latter was to be required not only to supply provisions to the British troops but to send a strong force to co-operate with the English. The King, however, refused to take part in the war against the Dutch or to conclude a Treaty except with an ambassador commissioned from the King of England direct. It was not till the year 1795 that the British Government acquired a permanent footing in the island. Towards the close of that year an expedition organized by the Government of Madras reduced Trincomalee, Jaffna, and Calpentyn, and a preliminary treaty of alliance (No. XCVII.) was concluded with the King of Kandy. At that time the position of the Dutch towards the Native government at Kandy was defined by the

CEYLON. last Treaty* which they had concluded in 1766. They considered themselves entire masters of the whole coast but had never paid the tribute to

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Translate of a Treaty between the King of Kandia and the Government of Colombo.

Know all men that their High Mightinesses the illustrious States General of the free United Netherlands and the illustrious and mighty Dutch East India Company on the one part, and His Imperial Majesty the illustrious and powerful Prince and Lord Kirtie Sree Rajah Singha, Emperor, together with the Nobles of the realm and Lords of his court on the other part, have mutually agreed to put an end to the war existing betwixt both powers, and to conclude a Treaty of peace and amity on the following conditions, as the foundation of a new peace and eternal friendship agreed upon for their mutual advantage, and hereby confirmed by the persons thereto nominated by both parties, *viz.*, on the part of the illustrious and mighty Company in the name of their High Mightinesses the illustrious States General of the free United Netherlands by the Honourable Iman Willem Falck, Governor and Director, and the Members of the Government of Ceylon; and on the part of His Imperial Majesty the illustrious and most powerful King of Kandia by his Ambassadors Extraordinary the illustrious nobles of the realm and court Dœmbere Ralchamy, grand Dessave of Matele, Pilimi Salauwelle, Ralchamy, grand Dessave of Saffregram and the three Corls, Angammonne Ralchamy, grand Dessave of Oodepallate, Miewattere Ralchamy, grand Secretary to the King and Morgamme Mohandiram Ralchamy.

ARTICLE 1.

Henceforth there shall be an everlasting friendship betwixt the King of Kandia, his nobles of the realm, and other subjects on the one part, and their high Mightinesses the States General of the free United Netherlands and the mighty Dutch Company and their inhabitants on the other part.

ARTICLE 2.

His Imperial Majesty the Emperor of Kandia and the nobles of his court acknowledge the illustrious and mighty States General of the United Netherlands and the powerful Dutch Company as lawful and supreme sovereigns of all the lands they possessed on this island before the present war, *viz.*, the kingdom of Jaffenapatnam with its dependencies and the Wannia provinces, the island of Manar with its subordinate provinces from the province of Potulum, Calpentyn and its dependencies, the Dessaveship of Colombo, the district of Galle, the Dessaveship of Matura, Battacalœ and Trincomalee, and the lands formerly dependent on those places; and His Imperial Majesty and the nobles of his court do hereby relinquish all right and title to the aforesaid lands which they may have formerly had or pretended to have.

ARTICLE 3.

The King of Kandia and the nobles of the court cede over and above to the aforesaid Company the sovereignty over all the sea coasts round all the island in so far the Company did not possess them before the present war, *viz.*, on the west side from Caymelly to the districts of Jaffenapatnam and on the east side from where the district of Jaffenapatnam ends as far as the river Waluwe; and these coasts are ceded in the

the King which was stipulated for in the Treaty. A Cingalese envoy was deputed to Madras who concluded a definitive Treaty (No. XCVIII.)

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aforesaid manner to the breadth of one Cingalee mile in land more or less as the situation of the hills and rivers will permit it.

ARTICLE 4.

To limit the boundaries of the ceded countries, commissaries shall be appointed by both parties and the measuring shall commence from the high water mark on the continent, not comprehending thereunder the small islands as Navikar, Coriandive, Poliandive, &c., and as it is not the Company's intention to enrich itself at the expense of His Majesty's revenues, the Company promise to pay him yearly the same amount as was formerly received from the countries ceded to them; the commissaries who limit the boundaries shall also make the necessary arrangements respecting the revenues.

ARTICLE 5.

On the other hand the illustrious Company acknowledges the King as the sovereign Prince of the other countries of this island.

ARTICLE 6.

The illustrious Company from a regard to peace and amity will restore to the King all the countries conquered by them during the war except the sea-coasts, lands and places in its vicinity within two hours walk from the sea, agreeable to the 3rd Article.

ARTICLE 7.

Permission will be granted to all the King's servants and subjects to fetch without paying anything for it either to the Company or any other person on their part as much salt as they please from the Lewais and other salt pans to the east, and from Silaun and Putulang on the west.

ARTICLE 8.

In the same manner the Company shall be permitted to peel cinnamon in the King's lower countries, *viz.*, the Dessaveship of Saffregam, the three and four Corls, and the seven Corls as far as the hill named Balany.

ARTICLE 9.

The King shall issue orders for the cinnamon which grows in the high lands eastward of the Balany Mountain to be peeled by his subjects and delivered alone to the Company at Galle, Colombo, or Matura at the rate of five Pagodas for each bale containing 88lbs. of good fine cinnamon.

ARTICLE 10.

The Company shall exclusive of all others receive ivory, pepper, cardamoms, coffee, betelnut and wax on paying the following rates, *viz.*, for 1lb. of pepper with 5 per

CEYLON.

on 12th February 1766, but the King of Kandy, influenced by a party at his court who favoured the Dutch interests, refused to ratify it. In

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cent. over weight 4 Stivers or 1-24th Pagoda, 1lb. of coffee with 5 per cent. over weight 2 Stivers or 1-48th Pagoda, for one ammonam containing twenty-six thousand good dried betelnuts, which shall be delivered on the part of the King, three Rix Dollars or 1½ Pagodas, for every 100lbs. of good pure wax twenty-five and one-half Rix Dollars or twelve and a half Pagodas.

ARTICLE 11.

As the Company never traded here in ivory the price of it is not known, and therefore this article will, in progress of time, be arranged.

ARTICLE 12.

If in process of time the Company shall be in want of any other products from the King's country, the prices will be fixed according to equity.

ARTICLE 13.

Their mutual subjects shall be allowed to trade with each other, for which purpose the inhabitants of Kandia will be permitted to come and go to and from Colombo, Galle, and all other places, and sell and purchase with the same liberties and privileges as the subjects of the Company; in like manner the Company's will be allowed to trade in the King's country, so that both nations in future shall be considered as one and enjoy equal privileges.

ARTICLE 14.

As it is now the interest of both contracting parties to encourage the cultivation of the country products and to prevent smuggling, the King as well as the Company engage and promise to aid each other; and therefore whatever is seized in the King's territory although it belongs to a Company's subject shall be forfeited, without any notice thereof being taken, for behoof of the King's treasury; and in the same manner shall be forfeited to the Company all that is seized in their territory although the property of a King's subject.

ARTICLE 15.

If the King shall be in want of any foreign goods, the Company will provide His Majesty with them agreeable to the musters if they are to be had.

ARTICLE 16.

On the other hand the King and the nobles of his court engage to supply the Company at Battacalœ and Trincomalee with such timber as the Company shall want.

ARTICLE 17.

All persons whether Europeans, Malays, and sepoys, all deserters either from the European or Native Infantry, and all rebels who have deserted the Company's territory, shall be immediately delivered up, and the guns taken from the Company at Hangewelle and other places shall be returned again to them.

the mean time the British troops had taken Negombo on the 4th February 1796 and summoned the garrison of Colombo, who surrendered

ARTICLE 18.

In future the runaway slaves from each party shall be immediately seized and delivered up, and a reward of ten Rix Dollars paid as a gratuity to the person who apprehends and returns them to their masters.

ARTICLE 19.

In case any of the Company's subjects commit in the King's territory any depredations or crime meriting corporal punishment, such person shall be seized by the King's people and delivered with the proofs of his crime to the Company who will give speedy satisfaction to the party injured; and the Company shall treat the subjects of His Majesty in the same manner when guilty of any outrage in their territories.

ARTICLE 20.

In this manner an intimate friendship will be maintained betwixt both powers and the mighty Company engage to protect His Imperial Majesty and the whole Empire against any foreign force, and in such case the King and his nobles promise to assist the Company to their utmost, either with arms, troops, or coolies, and to continue with them until the enemy shall have been driven out of the island.

ARTICLE 21.

His Imperial Majesty and the nobles of his court shall therefore not carry on any correspondence, much less conclude any Treaty, with any other European nation than the Dutch; and they engage to deliver to the Company all foreign Europeans that may come into their country. They shall not enter into any contract, or carry on any correspondence with Native Princes to the prejudice of the mighty Company.

ARTICLE 22.

On the other hand, the illustrious Company engage on their parts not to conclude any Treaty with foreign powers against or to the prejudice of the King of Kandia.

ARTICLE 23.

For the cultivation of mutual friendship, ambassadors shall be sent by both parties who will make the necessary arrangements for fetching of salt and dried fish, and the peeling of cinnamon. They shall be received with such marks of honor and distinction as become intimate friends and allies: these ceremonies shall be the same on both sides.

ARTICLE 24.

These Articles shall be solemnly observed and fulfilled by both parties, but should it happen contrary to expectation that anything is done by either party not agreeable to these conditions, or if anything is neglected, these Articles of peace and friendship shall not be considered as broken; but on the injured party's preferring a complaint and demanding satisfaction, it shall be given within six weeks.

CEYLON.

on 16th February upon Articles of capitulation (No. XCIX.) by which the Dutch settlements were ceded to the British Government.

The administration of the conquered settlements in Ceylon was entrusted to the Government of Madras, but an injudicious attempt to introduce the Madras fiscal system, which nearly resulted in a general revolt, led to the transfer of the island to the direct government of the crown, and the appointment of Mr. North as the first governor in 1798. In the meantime a revolution had broken out at Kandy. The King was deposed by the Adigar or prime minister Pilámé Tiláwé and died in 1798. Wikrema Rajah Singha, nephew of the Queen, was put in power through the influence of the minister who, to secure the power in his own person, induced the governor to enter into a scheme* to effect the removal of the King to the British territories and to depute the Adigar to exercise his power at Kandy where a British subsidiary force was to be stationed. The project, which was to be carried out by means of an embassy to conclude a new Treaty with the King, ended in utter failure; but the

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ARTICLE 25.

On the other hand, should satisfaction not be given within six weeks after it has been demanded, or that it is refused, the party that fails shall be considered as having transgressed the Treaty, and the injured party shall have the right of seeking satisfaction by force of arms.

In witness whereof we have hereunto set our hands and affixed the great seal of the mighty Company, in the castle of Colombo, this 14th day of February 1766.

	(Signed)	I. W. FALCK.
	„	T. T. FEBER.
Company's Seal.	„	D. BURNAT GODF. LEON DE COSTE.
	„	A. DE LY.
	„	J. G. VAN ANGELBECK.
	„	P. L. SCHMIDT.
	„	A. MOENS.
	„	T. H. BORWATER.
King's Seal.	(Signed in Cingalese)	SIRILANKA DRESWERRE SREE.
	„	KIRTIE SREE RAJAH SINGHA.

* For the secret history of this policy see Tennent's Ceylon, Volume II. Part VI. Chapter 3.

Adigar determined to gain his object by provoking a war. Several merchants, subjects of the British Government, were forcibly seized and plundered in April 1802. Compensation was refused, and in February 1803 a British force of 3,000 men occupied Kandy, which was abandoned by the King and the inhabitants. Mootoo Samy, a member of the royal family, who, on the elevation of Wikrema Rajah Singha, had fled to the British territories, was set on the throne, and a Treaty (No. C.) was concluded with him by which extensive districts were ceded to the British Government, a British subsidiary force was to be stationed at Kandy, and the King was prohibited from diplomatic intercourse with foreign powers. By a separate agreement with the Adigar the new King was to reside at Jaffna with all the pomp of royalty, while the Adigar was to hold the real power at Kandy. Encouraged by the success of his perfidy, the Adigar Pilámé Tiláwé determined to secure the crown for himself, to seize the person of the governor, Mr. North, and to exterminate the garrison at Kandy. The plot for the seizure of Mr. North failed through an accident, but in June 1803 the natives rose on the garrison at Kandy and, after inducing them to capitulate on a promise of their lives, treacherously massacred them and the puppet King Mootoo Samy.

The war which ensued with the King of Kandy was carried on with great severity on both sides for two years. Hostilities ceased only from the exhaustion of both parties, and for the next ten years peace continued without any formal or amicable agreement. In the interval Pilámé Tiláwé was executed by Wikrema Rajah Singha for treason in 1812. The inhuman barbarities which the King perpetrated disgusted and terrified his subjects who only awaited a favorable opportunity to revolt. At length, towards the close of the year 1814, a party of merchants, who had gone from the British territories to Kandy to trade, were seized by the King as spies and sent back horribly mutilated. War was immediately declared, and in February 1815 Kandy was occupied almost without opposition. The King Wikrema Rajah Singha was made prisoner and deported to Vellore, where he died in 1832. On 2nd March 1815, at a convention (No. CI.) of the Chiefs at Kandy, the King was formally deposed, the sovereignty of the whole island

CEYLON. No. XCVII.

of Ceylon was vested in the British crown, and the preservation of the old form of government of Kandy and of the customs, laws, and religion of the people was guaranteed. For two years the country remained tranquil and the terms of the convention were faithfully observed by the British Government. But the people had little sympathy with the Government and, in 1817, they rose in rebellion. Towards the close of 1818 the rebellion was subdued and the whole country restored to order. Advantage was taken of the rebellion to modify (No. CII.) the convention of 1815 and to emancipate the people from the oppression of their Chiefs by limiting the terms of their personal service, commuting taxes to a tithe of the produce of the land, and transferring the administration of justice to a regularly constituted agency. Since then, with exception of a few partial and unimportant attempts at rebellion, the peace of the country has remained undisturbed.

No. XCVII.

Preliminary TREATY with the KING OF KANDY, concluded on 12th October 1795.

Treaty of alliance and friendship proposed and agreed to by Veeziar Shundarah Rajah Karunah Sennauvee Ruttanah Agea Seenauteputteeyaugiah Pullay Gumbahay Atchaurah Manguttumah Anvergul and Nauvah Ruttanah Veerah Vickramah Rundaum Seenauteputteeayaugiah Oudagumbahay Atchaurah Manguttumah Anvergul, first and second ministers, on the part of Streelunkaisuwaraugiah Maharajah Mauniah Raujestree Mailaunah Outamah Periah Teerouvausul, the King of Kandia, and Robert Andrews, Esquire, ambassador on the part of the Honourable English East India Company.

ARTICLE 1.

The King of Kandia and the Honourable East India Company shall henceforward continue in firm alliance and friendship to each other so long as the sun and moon exist, that is, for ever.

ARTICLE 2.

That henceforward neither the Honourable Company nor any who may be under their jurisdiction shall be a friend to those who may be the enemies of the King of Kandia, neither shall the King of Kandia or any under his jurisdiction be a friend to those who may be the enemies of the Honourable Company.

ARTICLE 3.

That henceforward it shall be incumbent on the Honourable Company to guard and protect the King, country, and religion called Pootaugamum of Ceylon against all its enemies.

ARTICLE 4.

That in order to secure the constant protection and assistance of the Honourable Company by enabling them to keep a force on the island of Ceylon, the King of Kandia shall cede to the Honourable Company for ever some favorable situation, to which the Dutch can have no right or title, whereon the Honourable Company shall have full permission from the King of Kandia to erect such forts and factories as shall appear necessary.

ARTICLE 5.

That in order to cement and strengthen the alliance and friendship proposed, the King of Kandia engages that the trade and commerce of the island of Ceylon (particularly that of the cinnamon) shall hereafter be carried on with the Honourable English East India Company in preference to any other nation, under such conditions and regulations as shall hereafter be established by the contracting parties.

ARTICLE 6.

That after a final arrangement of the Treaty proposed and other subjects at present under discussion shall have taken place, no fresh matter of public concern shall be undertaken or executed respecting the island of Ceylon previous to its being made known at the court of Kandia, and His Majesty's sanction being first had and obtained.

This above Treaty to be considered preliminary to a more comprehensive Treaty of alliance and commerce which I promise shall hereafter be signed by the Right Honourable Lord Hobart, Governor,

CEYLON.

Nos. XCVII. & XCVIII.

the Members of Council, and that the Honourable Company's seal shall be affixed thereto.

Signed and sealed by the contracting parties at the Court of Kandia, Monday, the 29th of Pouratashy of Rachada year, answering to the twelfth of October one thousand seven hundred and ninety-five, 1795.

Signature of the first Minister.	Signature of the second Minister.	(Signed) R. ANDREWS.
L. S.	L. S.	L. S.

In the presence of

(Signed) STRICKLAND KINGSTON.

A true translation as near as can be from the Malabar language.

(Signed) POONDAMALLY JYAH MOODELY,
Company's Interpreter.

No. XCVIII.

Articles of Treaty and alliance agreed upon by the Right Honourable Lord Hobart, Governor, &c., and his Council, for the affairs of the Honourable English East India Company, at Fort St. George, and Streelunkaisuwaraugiah Maharajah Mauniah Raujestree Mailatunah Outamah Periah Teerouvausul, the King of Kandia.

ARTICLE 1.

The Honourable English East India Company and the King of Kandia shall henceforward continue in firm alliance and friendship to each other so long as the sun and moon exist, that is, for ever.

ARTICLE 2.

That henceforward neither the Honourable Company, or any who may be under their jurisdiction, shall be a friend to those who may

be the enemies of the King of Kandia; neither shall the King of Kandia, or any under his jurisdiction, be a friend to those who may be the enemies of the Honourable Company.

ARTICLE 3.

That henceforward it shall be incumbent on the Honourable Company to assist the King of Kandia in the defence of his country and religion (called Pootaugum) against all enemies; and in like manner shall the King of Kandia render his assistance to the Honourable Company against the attacks of their enemies on the island of Ceylon.

ARTICLE 4.

That in order to secure the constant protection and assistance of the Honourable Company by enabling them to keep a force on the island of Ceylon, the King of Kandia shall cede to the Honourable Company for ever a favourable situation, to which the Dutch can have no right or title, whereon the Honourable Company shall have full permission from the King of Kandia to erect such forts and factories as shall appear necessary.

ARTICLE 5.

That in order to cement and strengthen the alliance and friendship proposed, the King of Kandia engages that the trade and commerce of his dominions, particularly that of the cinnamon, shall hereafter be carried on with the Honourable English East India Company in preference to any other nation.

ARTICLE 6.

That for such articles of trade as the King of Kandia or his subjects may furnish, particularly the cinnamon, the Honourable Company shall make payment in gold, silver, fanams, cash, piecegoods, broadcloth, brimstone, saltpetre, lead, flints, swords, fire-arms, and other articles, in such proportion of each as may be agreed upon at the time of purchase, otherwise to be at liberty to dispose of their goods to other places.

ARTICLE 7.

That the King of Kandia shall have permission to employ ships, vessels, or boats, together in number ten, for the purposes of trade, and

CEYLON. No. XCVIII.

that such goods or articles of merchandize as may be laden thereon shall be exempt from duty, nor shall the different packages be opened, but an inventory delivered thereof by a person or persons duly authorized for that purpose by the King of Kandia; the ships, vessels, or boats, however, subject to search and examination by such public officers as may stand appointed to the performance of that duty at the different seaports the English East India Company may possess, and to which the above vessels may resort. Any number of vessels except those above stipulated for, which His Majesty or his subjects may employ, shall be liable to the same duties and restrictions as those of any other merchants trading under the protection of the Honourable English East India Company.

ARTICLE 8.

The Honourable Company shall not at any time interfere with any part of the King of Kandia's present possessions, except such as shall hereafter be ceded to them by the King, with a view of an increase of their friendship; and moreover, as the King of Kandia represents many situations to have been forcibly taken by the Dutch, the Company shall investigate the subject as soon as they have captured their different possessions on the island of Ceylon, and restore to the King of Kandia at the conclusion of the war, should they remain permanent possessors of the Dutch settlements, such interior situations as he may appear to have just claim to, reserving to themselves, however, the entire possession and protection of the coast with the districts annexed thereto. That, notwithstanding the preceding article, so soon as the British East India Company become possessors of the Dutch settlements on the island of Ceylon, they shall restore to the King of Kandia a situation upon the coast for the sole and express purpose of procuring an adequate supply of salt and fish for the consumption of the people of his country.

ARTICLE 9.

That after a final arrangement of the present Treaty shall have taken place, no fresh matter of public concern relative to the King of Kandia or any part of the island of Ceylon, except such as has been or may be captured from the Dutch, shall be undertaken or executed

previous to its being made known to the court of Kandia, and His Majesty's sanction being first had and obtained.

ARTICLE 10.

The Honourable Company shall at all times be ready to afford their friendly assistance to the King of Kandia, either on the island of Ceylon or other countries, in procuring him such things as he may stand in need of, which his own dominions do not furnish.

ARTICLE 11.

The Honourable Company's ambassadors who may be entrusted yearly with letters or articles of present to Streelunkaisuwaraugiah Mailaunah Outamah Periah Teerouvausul shall be introduced to the presence, and return after permission shall be granted by Streelunkaisuwaraugiah Mailaunah Outamah Periah Teerouvausul.

ARTICLE 12.

The ambassadors on the part of Streelunkaisuwaraugiah Mailaunah Outamah Periah Teerouvausul shall be conducted as usual by the Honourable English Company with every attention, and be permitted to return with the same compliments after having negociated with them on the occasion of their embassy.

ARTICLE 13.

The Right Honourable Lord Hobart, Governor, and his Council, have in confirmation of the Articles of this perpetual and everlasting Treaty hereunto set their hands and affixed the Honourable Company's seal, subject to the ratification or rejection of the Honourable East India Company of England, within two years from the date hereof.

Signed and sealed at Fort St. George, this twelfth day of February one thousand seven hundred and ninety-six.

Company's Seal.

(Signed) HOBART.
„ ALURED CLARKE.
„ EDWD. SAUNDERS.
„ E. W. FALLOFIELD.

CEYLON.

No. XCIX.

No. XCIX.

Articles of capitulation for Colombo and the remaining Dutch settlements.

PRELIMINARY ARTICLE.

John Gerard Van Angelbeck, Councillor of India, Governor and Director of the Dutch possessions in the island of Ceylon, offers to deliver up to Colonel Stuart and Captain Gardner, commanding the English troops, the fortress of Colombo upon the following conditions at the expiration of three days:—

ANSWER.

Major Patrick Alexander Agnew, Adjutant General of the British troops in the island of Ceylon, by virtue of the powers delegated to him by Colonel James Stuart, commanding the British army, and Allan Hyde Gardner, Esquire, Captain of His Majesty's ship *Heroine*, and senior officer of the naval force before Colombo, consents to admit of the surrender of the fort of Colombo on the undermentioned terms, provided the capitulation is signed this evening and the fort delivered to the British troops tomorrow morning at ten o'clock, in the manner stipulated in the following Articles:—

ARTICLE 1.

In this capitulation shall be included the town of Galle and the fort of Caliture with all their dependencies, lands, domains, &c., of the Honourable Dutch East India Company, and the Governor shall issue orders to the commander and council of Galle and the commandant of Caliture for the actual surrender according to the contents of this capitulation.

ANSWER.

Granted.

ARTICLE 2.

The fort with all its dependencies, artillery, ammunition, stores, provisions, and all other effects belonging to the Company, with the plans and papers relative to the fortifications, shall *bonâ fide* be delivered up without concealing or keeping back anything.

ANSWER.

Granted. The surveys of the districts of the island of Ceylon, and its coasts, with all other public plans, to be included.

ARTICLE 3.

And as the books at Colombo as well as Galle are two years in arrears, the delivery shall take place according to the balances now actually existing, and a reasonable time be allotted to the head administration Van Angelbeck and the administration Van der Span at Galle with their assistants to finish the books, and they shall, during that time, receive the pay and emoluments fixed for their services. As the head smith, cooper, house carpenter, the overseer of the arsenal, and the brickmaker receive everything by indent, their accounts shall be examined by our accountants and paid by the English. On the other hand, the above-mentioned artificers and overseers are responsible for the articles issued to them.

ANSWER.

One year or eighteen months, if absolutely necessary, shall be allowed for the purpose of arranging the books, during which time a reasonable salary shall be paid to the servants of the Dutch Company necessarily employed in this department. The accounts of the artizans shall be examined and liquidated.

ARTICLE 4.

All public papers shall also be faithfully delivered over, but attested

ANSWER.

Granted.

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copies of all the public and secret consultations held during his short government, and which he has not had an opportunity of forwarding to Holland or Batavia, shall be given to Governor Van Angelbeck, to enable him to answer for his conduct according to the nature of the circumstances.

ARTICLE 5.

The returns and merchandize of the Company, which are partly laden on board the ships *Berlicum* and *Ensgezindheid* now laying in the roads, and partly stored in private houses, as well as those at Galle, shall also be faithfully delivered by the Commissaries who shall be appointed by the Governor to Major Agnew, who is authorized by the Government of Madras to receive them.

ANSWER.

All merchandize, stores, and public property of every description, either laden on board the ships now anchored under the guns of the fort, deposited in public stores, or distributed in the houses of individuals, as well as all public property placed in a similar manner at Galle, Caliture, or any other part of the island of Ceylon depending on these governments, shall be delivered by the Commissaries who shall be named by the Governor, Van Angelbeck, to Major Agnew, the agent appointed by the Government of Madras to receive them, in three weeks from this date.

ARTICLE 6.

But as the Company has of late years borrowed money upon interest of their servants and inhabitants, and when in want of ready money have issued (kredut braven)

ANSWER.

As Mr. Van Angelbeck has assured the officers commanding His Majesty's naval and land forces before Colombo that a refusal to comply with the demand contained

promissory notes to the amount of about five lakhs of Rix Dollars (of which however at least one-half is in the treasury), with a promise to realize the same, and as several servants have their pay and emoluments in the hands of the Company, for which they have no other security but their property, the above-mentioned debts shall be paid out of them, and the notes discharged, which can occasion the less consideration, as the returns alone, taking the fine cinnamon at only three Rupees a pound, the pepper at 100 Rupees per candy, the cardamoms at one Rupee a pound, and the piecegoods and other merchandize at the invoice price, will amount to about twenty-five lakhs of Rupees and all the debts, pay, and notes in circulation not above six lakhs. The copper doodies shall continue current for one Stiver.

in the 6th Article will be attended with the total ruin of the colony, they consent to the following arrangement regarding the paper currency of this island, provided the public property of the Dutch Company is found to be conformable to the statement contained in this Article.

The English Government of Ceylon will take up the promissory notes of the Dutch Government, which are still in circulation (provided they do not exceed the sum of fifty thousand Pounds Sterling) and issue certificates for the amount, bearing an interest of three per cent. per annum payable half-yearly; which certificates shall be in force so long as the districts of Ceylon, extending from Matura to Chilau, shall be in possession of the English, and no longer. Should these districts be restored to the Dutch, the responsibility of payment will necessarily revert to them, in which event the original notes of the Dutch Government shall be restored to the proprietors in exchange for the certificates granted by the British Government.

The officers commanding the British forces are not authorized to provide for the payment of the arrears due to the servants of the Company; this must be left to the

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future determination of His Britannic Majesty.

The copper coin of the island must find its own value in the course of exchange.

ARTICLE 7.

All private property without exception shall be secured to the proprietors;

ANSWER.

Granted, with exception of all military and naval stores, which in every instance must be deemed public property.

ARTICLE 8.

In which is expressly included the funds of the Orphan House, or the College for the administration of the effects of infant children, and of the committee for managing the poor funds, as also the two ships now in the roads *(Berlicum* and *Ensgezindheid)* which belong to individuals in Holland and are chartered by the Company, as shall be proven.

ANSWER.

Granted, with exception of the ships, which must be deemed public property.

ARTICLE 9.

The garrison shall march out with the honors of war, pile their arms by command of their own officers on the Esplanade, and again return to their barracks. The officers to keep their side arms, the clevangs and creeses of the non-commissioned officers and private Malays to be locked up in chests, and on their departure on being set on shore to be returned to them.

ANSWER.

Granted.

ARTICLE 10.

The European officers, non-commissioned and privates of the battalion of Dutch troops and the detachment of the Wirtemberg regiment doing duty with it, as well as the artillery and seamen, shall be transported in English ships from hence to Europe or Batavia, according to their choice, with permission to carry along with them their women, children, necessary servants, and baggage. None of the officers, however, shall be removed from hence against their will, as many of them are married and have their property here; and in case of any of them wishing to depart, time shall be allowed them to arrange their affairs, to go where they please upon their parole of honor not to serve in this war against England until they shall be exchanged.

ANSWER.

The European officers, non-commissioned officers, and privates, as well of the Dutch battalion as of the regiment of Wirtemberg, the artillery, engineers, and marine, must be considered as prisoners of war; and as such they will be treated with that attention which the British Government has ever shown to those whom the fortune of war has placed in its power: the whole shall be sent to Madras. Such of the officers as desire to return to Ceylon for the reasons mentioned in this Article will have permission to do so, on giving their parole of honor not to serve during the present war against the English. Those who may desire to return to Europe shall be permitted to do so on the same conditions, but without any claim on the British Government for pay or allowances of any description.

ARTICLE 11.

As there are some native born French in garrison, they shall be transported to the French islands if they choose it.

ANSWER.

The French of the garrison will be considered as prisoners of war and sent to Madras.

ARTICLE 12.

The Malays that do not choose to remain here shall be transported in

ANSWER.

The Malay troops shall be sent from hence with their wives and

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English ships with their women and children to the island of Java.

children to Tutocorin, and from thence by easy marches to Madras. They shall be subsisted while they remain prisoners, and if not taken into the British service, shall, at a convenient time, be sent to the island of Java at the expense of the British Government.

ARTICLE 13.

These transportations shall take place at the expense of the English, and until that time the military, Europeans as well as Malays, shall continue to enjoy their pay and emoluments as was customary in the Company's service. None of the military shall be forced or even persuaded to enter into the service of His Majesty or the Honourable English Company.

ANSWER.

The military officers, European and Native, shall receive the pay allowed to them in the Dutch service. The non-commissioned and privates will be subsisted according to the regulations of the British Government for prisoners of war. None shall be forced to enter the service of Great Britain against their consent.

ARTICLE 14.

The sepoys and Moormen in the service shall have liberty to return to their birth-place.

ANSWER.

Granted.

ARTICLE 15.

The Cingalese lascars, being soldiers according to the nature of their service, and the burghers and civil servants by the laws of the colony being obliged to take up arms for its defence, it shall not tend to prejudice those people.

ANSWER.

Granted.

ARTICLE 16.

Governor Van Angelbeck, the commandeur of Galle Fretz, and all the other political or commercial servants not required in their official capacities for the purpose mentioned in Article 3, shall have permission to remain as private individuals at Colombo, Galle, or other place on the island, or to betake themselves elsewhere. In the first case a reasonable means of subsistence shall be allowed to each according to his rank. In the last they shall be permitted to carry their effects along with them, without payments of any tax or duty whatever, but then all allowances to cease.

ANSWER.

Granted, with this exception that as the commanders of the British forces before Colombo are not authorized to grant the subsistence required, this subject must be referred to the decision of the Government of Fort St. George.

ARTICLE 17.

The respective Vendue Masters here and at Galle shall be maintained during the collection of the outstanding balances in right of the preference granted those people by the Company.

ANSWER.

Granted for all balances now outstanding.

ARTICLE 18.

The clergy and other ecclesiastical servants shall continue in their functions, and receive the same pay and emoluments as they had from the Company.

ANSWER.

Granted under the same exception annexed to the 16th Article.

ARTICLE 19.

The citizens and other inhabitants shall be allowed to follow

ANSWER.

Granted.

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their employments, and enjoy all liberties and privileges as the subjects of His Majesty.

ARTICLE 20.

The native servants in the different departments shall be continued in their employs during their good behaviour.

ANSWER.

Granted, subject to such regulations as the British Government may hereafter judge necessary.

ARTICLE 21.

The eastern Princes, Tommogoms, and other men of rank here as State prisoners, and who receive a monthly subsistence, shall continue to receive it according to the list which shall be delivered.

ANSWER.

Granted, while they remain in Ceylon.

ARTICLE 22.

All notarial papers, such as wills, bills of purchase and sale, obligations, security, bonds, &c., shall continue in force, and the registers of them be preserved by commissaries appointed on both sides for that purpose.

ANSWER.

Granted.

ARTICLE 23.

All civil suits depending in the council of justice shall be decided by the same council according to our laws.

ANSWER.

Granted. But they must be decided in twelve months from this date.

ARTICLE 24.

The deserters who are here shall be pardoned.

ANSWER.

All deserters from the English service must be unconditionally given up.

ARTICLE 25.

The above Articles of capitulation shall be faithfully fulfilled and confirmed by the signature of the officers commanding His Majesty's sea and land forces, Colonel James Stuart and Captain Allan Hyde Gardner; and in case of anything appearing obscure, it shall be faithfully cleared up, and if any doubts should arise, it shall be construed for the benefit of the besieged.

ANSWER.

Granted.

ARTICLE 26, BY MAJOR AGNEW.

The garrison shall march out agreeably to the 9th Article at 10 o'clock to-morrow morning, when the gate of Delft shall be delivered to a detachment of the British troops. The Governor, Van Angelbeck, will order an officer to point out the powder magazines, posts, and public stores, that guards may be placed for their security and the preservation of order in the garrison.

Done in Colombo this 15th day of February 1796.

(Signed) J. G. VAN ANGELBECK.

(Signed) P. A. AGNEW,
Adjutant General.

CEYLON.

No. C.

No. C. ARTICLES of CONVENTION entered into between His Highness Prince MOOTOO SAMY, on the one part, and His Excellency FREDERIC NORTH, Governor, Captain General and Commander-in-Chief in and over the British settlements on the island of Ceylon, on the other part, for the attainment of the just objects of the present war, the speedy restoration of peace, and the general security and happiness of the inhabitants of this island.

1*st*.—The British Government in Ceylon agrees to deliver over to Prince Mootoo Samy the town of Kandy and all the possessions dependent on the crown of Kandy now occupied by the British arms, excepting the province of the seven Corles; the two hill forts of Geriagamme and Gallegederch, and a line of land not exceeding in breadth the half of a Cingalese Camonchy, across the Kandian territories, for the purpose of making a direct road from Colombo to Trincomalee, which road shall not pass through the district known by the name of the Gravets of the town of Kandy; which aforesaid province, forts, and line of land Prince Mootoo Samy hereby solemnly agrees to cede in full sovereignty to His Britannic Majesty for ever.

2*nd*.—Prince Mootoo Samy further engages that he will consider the enemies of His Britannic Majesty's Imperial Crown as his own enemies, and that he will not, directly or indirectly, enter into any Treaty or negociation with any Prince or State without the consent of His said Britannic Majesty, or of the Governor of his settlements in Ceylon for the time being.

3*rd*.—As Prince Mootoo Samy is undoubted heir to the last lawful King of Kandy, the British Government will recognize him as King of Kandy, as soon as he shall have taken upon himself that title with the usual solemnities and ratified the present convention. And in case the said Prince should require an auxiliary force to maintain his authority, the British Government shall afford him troops, the expense of such troops, during their employment in the service of the said Prince, being to be defrayed by him at a rate to be agreed upon.

4*th*.—It is mutually agreed that all duties on the common frontier shall be abolished, and none established except by mutual consent.

5*th*.—It is agreed by Prince Mootoo Samy, that all Malays now resident in the Kandian territories shall be sent with their families into the British territories, as shall likewise all Europeans and Portuguese who may not obtain a license from the Governor of the British possessions to reside in the said Kandian territories. And all Europeans and Portuguese who may commit crimes within the Kandian territories shall be sent to the British territories for trial.

6*th*.—It is mutually agreed that all natives of Ceylon or of India, except such Portuguese as are mentioned in the last Article, shall be subject to the laws and tribunals of the country where the offence may have been committed.

7*th*.—Prince Mootoo Samy promises and agrees that he will protect to the utmost of his power the monopoly of cinnamon enjoyed by the British Government; that he will allow the cinnamon-peelers belonging to the said British Government to gather cinnamon in his territories to the west of the Balany Kandy; and that he will furnish as much cinnamon as may be required at the price of forty Rix Dollars per bale of eighty pounds.

8*th*.—Prince Mootoo Samy also engages to permit persons duly authorized by the British Government to cut wood in all his forests.

9*th*.—The said Prince also engages not to prohibit, either directly or indirectly, the exportation of paddy, grain, and areka nut from his territories without consent of the British Government.

10*th*.—Prince Mootoo Samy furthermore engages to give a safe conduct to the Prince lately on the throne to retire into British territories with his family, and to allow him a certain sum for his maintenance which shall be agreed upon hereafter by the parties to these Articles, provided it be not less than five hundred Rix Dollars per mensem during the term of his natural life.

11*th*.—And for the better re-establishment of public tranquillity, Prince Mootoo Samy engages to allow such persons as have rendered themselves obnoxious to him by opposing his just claims to retire, with their wives and families, money, jewels, and moveable property, into the British territory in Ceylon, there to remain unmolested.

12*th*.—It is moreover stipulated that every encouragement shall be given by each party to the subjects of the other in prosecuting fair and lawful commerce.

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13*th*.—The subjects of His Britannic Majesty, duly authorized by the British Government in Ceylon, shall have liberty to travel with their merchandize throughout the Kandian territories, to build houses, and purchase and sell their goods without let or hindrance.

14*th*.—The subjects of the crown of Kandy shall, on the other hand, be allowed to settle and carry on trade in the British settlements in Ceylon, and to purchase and send into Kandy all merchandizes, salt, salt-fish, &c., on the same terms with the native subjects of His Britannic Majesty.

15*th*.—The British Government shall be allowed to examine the rivers and watercourses in the Kandian territories, and shall be assisted by the Kandian Government in rendering them navigable for the purposes of trade and the mutual advantage of both countries.

16*th*.—For the more perfect maintenance of these Articles, and of good understanding and amity between the contracting parties, Prince Mootoo Samy consents and agrees that a minister, on the part of the British Government, shall be permitted, whenever it may be required, to reside at the court of Kandy, and be received and protected with the honors due to his public rank and character.

17*th*.—These Articles, being agreed upon between Prince Mootoo Samy and the Governor of the British settlements in Ceylon, shall be immediately transmitted to His Britannic Majesty for his royal confirmation, and shall, in the mean time, be acted upon with good faith by both the contracting parties according to their true intent and meaning.

(Signed) FREDERIC NORTH.
„ MOOTOO SAMY.
(in Cingalese.)

Additional Articles by which the Adigar agrees to the accompanying Convention.

A Convention having been entered into between the British Government of Ceylon and His Majesty King Mootoo Samy, the illustrious Lord Pilámé Tiláwé, first Adigar of the court of Kandy, the second Adigar, and the other nobles of the court agree to and become parties in the same:—

On condition that His Majesty King Mootoo Samy deliver over the administration of the provinces belonging to the crown of Kandy

to the aforesaid Pilámé Tiláwé, with the title of Ootoon Homarayen (or Grand Prince) during the term of his natural life, and continue to reside and hold his court at Jaffnapatam, or in such other part of the British territories in Ceylon as may be agreed on between His said Majesty and the British Government.

And for the proper maintenance of His royal dignity the aforesaid Pilámé Tiláwé engages to pay annually to His said Majesty the sum of thirty thousand Rix Dollars in British currency and to fulfil all the engagements entered into by His Majesty with the British Government.

And for the better security of the payment of the sums stipulated to be paid to King Mootoo Samy, as well as to the King lately on the throne of Kandy, the said Pilámé Tiláwé agrees to deliver to the British Government at Colombo, in the course of every year, the amount of twenty thousand ammonams of good areka nut, each ammonam containing twenty-four thousand nuts at the rate of six Rix Dollars, British currency, per ammonam, to be paid to the agents of the said Pilámé Tiláwé by the said British Government, in coined copper to that amount, or in such other articles as may be agreed on between the parties.

And the British Government will, in that case, charge itself with the payment of the allowances stipulated for both those Princes.

And the Adigar Pilámé Tiláwé agrees to cede in perpetuity to the British Government the village and district of Gangavelle (or Elvele), now called fort Macdowall, in exchange for the hill-fort of Geriagamme, which the British Government cedes again to Pilámé Tiláwé.

And it is still further agreed upon that all the Princes and Princesses of royal family now in confinement shall be immediately set at liberty, and allowed to settle, with their personal property, wherever they choose, and that a general amnesty and pardon shall be observed on both sides, as well towards those who have opposed as towards those who have supported the claims of King Mootoo Samy, in the late or any former contest.

And it is hereby agreed by His Majesty King Mootoo Samy, on his part, by His Excellency Frederic North, Governor of the British possessions in Ceylon, on the part of his Government, and by the most illustrious Lord Pilámé Tiláwé, first Adigar, on his part, and

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on that of the 2nd Adigar and principal nobles of the court, that the Articles above agreed upon shall be carried into effect fully and completely, as soon as the Prince lately on the throne of Kandy shall be delivered into the hands of the British Government, and that, till then, a perfect truce and cessation of hostilities shall continue between all the contracting parties.

And the said contracting parties have in faith thereof set to the said Articles their seals, and signed them with their names respectively.

DOMBADEMA, *4th May* 1803. } (Signed) FREDERIC NORTH.
„ PILAME TILAWE *(in Cingalese)*.

No. CI.

AT a Convention held on the second day of March, in the year of Christ 1815, and the Cingalese year 1736, at the palace in the city of Kandy, between His Excellency Lieutenant-General Robert Brownrigg, Governor and Commander-in-Chief in and over the British settlements and territories in the island of Ceylon, acting in the name and on behalf of His Majesty George the Third, King, and His Royal Highness George Prince of Wales, Regent of the United Kingdom of Great Britain and Ireland, on the one part, and the Adigars, Dessaves, and other principal Chiefs of the Kandian provinces, on behalf of the inhabitants, and in presence of the Mohottales, Coraals, Vidaans, and other subordinate headmen from the several provinces, and of the people then and there assembled, on the other part, it is agreed and established as follows:—

1. That the cruelties and oppressions of the Malabar ruler in the arbitrary and unjust infliction of bodily tortures, and the pains of death without trial, and sometimes without an accusation or the possibility of a crime, and in the general contempt and contravention of all civil rights, have become flagrant, enormous, and intolerable; the acts and maxims of his Government being equally and entirely devoid of that justice which should secure the safety of his subjects, and of that good

faith which might obtain a beneficial intercourse with the neighbouring settlements.

2. That the Rajah Sree Wikrema Rajah Singha, by the habitual violation of the chief and most sacred duties of a sovereign, has forfeited all claims to that title, or the powers annexed to the same, and is declared fallen and deposed from the office of King; his family and relatives, whether in the ascending, descending, or collateral line, and whether by affinity or blood, are also for ever excluded from the throne; and all claim or title of the Malabar race to the dominion of the Kandian provinces is abolished and extinguished.

3. That all male persons, being or pretending to be relations of the late Rajah Sree Wikrema Rajah Singha, either by affinity or blood, and whether in the ascending, descending, or collateral line, are hereby declared enemies to the Government of the Kandian provinces, and excluded and prohibited from entering those provinces on any pretence whatever, without a written permission for that purpose by the authority of the British Government, under the pains and penalties of martial law, which is hereby declared to be in force for that purpose; and all male persons of the Malabar caste now expelled from the said provinces, are, under the same penalties, prohibited from returning, except with the permission before mentioned.

4. The dominion of the Kandian provinces is vested in the sovereign of the British Empire, and to be exercised through the Governors or Lieutenant-Governors of Ceylon for the time being, and their accredited agents; saving to the Adigars, Dessaves, Mohottales, Coraals, Vidaans, and all other chief and subordinate native headmen lawfully appointed by authority of the British Government, the rights, privileges, and powers of their respective offices; and to all classes of the people the safety of their persons and property with their civil rights and immunities, according to the laws, institutions, and customs established and in force amongst them.

5. The religion of Budhoo, professed by the Chiefs and inhabitants of these provinces, is declared inviolable, and its rights, ministers, and places of worship are to be maintained and protected.

6. Every species of bodily torture, and all mutilation of limb, member, or organ, are prohibited and abolished.

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7. No sentence of death can be carried into execution against any inhabitant except by the written warrant of the British Governor or Lieutenant-Governor for the time being, founded on a report of the case made to him through the accredited agent or agents of the Government resident in the interior, in whose presence all trials for capital offences are to take place.

8. Subject to these conditions, the administration of civil and criminal justice, and police over the Kandian inhabitants of the said provinces, is to be exercised according to established forms, and by the ordinary authorities; saving always the inherent right of Government to redress grievances and reform abuses in all instances whatever, particular or general, where such interposition shall become necessary.

9. Over all other persons, civil or military, residing in or resorting to these provinces, not being Kandians, civil and criminal justice, together with police, shall, until the pleasure of His Majesty's Government in England may be otherwise declared, be administered in manner following:—

First.—All persons, not being commissioned or non-commissioned military officers, soldiers, or followers of the army, usually held liable to military discipline, shall be subject to the magistracy of the accredited agent or agents of the British Government in all cases, except charges of murder, which shall be tried by special commissions to be issued from time to time by the Governor for that purpose; provided always, as to such charges of murder wherein any British subject may be defendant, who might be tried for the same by the laws of the United Kingdom of Great Britain and Ireland, in force for the trial of offences committed by British subjects in foreign parts, no such British subject shall be tried on any charge of murder alleged to have been perpetrated in the Kandian provinces, otherwise than by virtue of such laws of the United Kingdom.

Secondly.—Commissioned or non-commissioned military officers, soldiers, or followers of the army, usually held amenable to military discipline, shall, in all civil and criminal cases wherein they be defendants, be liable to the laws, regulations, and customs of war; reserving to the Governor and Commander-in-Chief, in all cases falling under this ninth Article, an unlimited right of review over every proceeding, civil or military, had by virtue thereof; and reserving also full power to make

such particular provisions, conformably to the general spirit of the said Article, as may be found necessary to carry its principle into full effect.

10. Provided always, that the operation of the several preceding clauses shall not be contravened by the provisions of any temporary or partial proclamation published during the advance of the army; which provisions, in so far as incompatible with the said preceding Articles, are hereby repealed.

11. The royal dues and revenues of the Kandian provinces are to be managed and collected for His Majesty's use, and the support of the provincial establishment, according to lawful custom, and under the direction and superintendence of the accredited agent or agents of the British Government.

12. His Excellency the Governor will adopt provisionally, and recommend to the confirmation of His Royal Highness the Prince Regent, in the name and on behalf of His Majesty, such dispositions in favor of the trade of these provinces as may facilitate the export of their products and improve the returns, whether in money or in salt, cloths, or other commodities useful and desirable to the inhabitants of the Kandian country.

GOD SAVE THE KING.

By His Excellency's command,

(Signed) JAS. SUTHERLAND,
Deputy Secretary.

No. CII.

PROCLAMATION by His Excellency Lieutenant-General Sir Robert Brownrigg, Baronet and Knight Grand Cross of the Most Honourable Military Order of the Bath, Governor and Commander-in-Chief in and over the British settlements and territories in the island of Ceylon, with the Dependencies thereof.

Robert Brownrigg.

Preamble.
Recital of cession of Kandian provinces to Great Britain.

1. The Chiefs and people of the Kandian nation, no longer able to endure the cruelties and oppressions which the late King Sree Wikrema Rajah Singha tyrannically practised towards them, prayed

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the assistance of the British Government for their relief, and by a solemn act declared the late King deposed, and himself and all persons descending from, or in any manner related to his family, incapable of claiming or exercising royal authority within the Kandian provinces; which were by the same solemn act ceded to the dominion of the British sovereign.

Moderate exercise of power by the British Government.

2. The exercise of power by the representatives of His Britannic Majesty, from the date of that convention (the 2nd March 1815) till the hour that insurrection broke out, in the month of October 1817, was marked with the greatest mildness and forbearance towards all classes; the strictest attention to the protection and maintenance of the rites, ministers, and places of worship of the religion of Budhoo; and a general deference to the opinions of the Chiefs, who were considered as the persons best able, from their rank and knowledge, to aid the Government in ensuring the happiness of the mass of its new subjects. In exacting either taxes or services for the State, an extraordinary and unprecedented laxity was allowed to take place, in order that the country might with more ease recover from any evil effects sustained by the contrary practice of the late King. In assessing punishments for offences even where a plot to subvert the Government was proved, the spirit which always characterizes the British rule was strongly to be contrasted with the ancient and frequent recurrence of capital executions, preceded by the most cruel and barbarous tortures.

Flourishing state of the country.

3. Under this mild administration on the part of the British Government, the country appeared to rest in peace: cultivation was increased, and Divine Providence blessed the exertions of the laborers, and rewarded them by plenteous crops; yet all this time there were factious and intriguing spirits at work, seeking for an opportunity to subvert the Government, for no purpose but to assume to themselves absolute power over the lives and properties of the general mass of subjects, which, by the equal justice of British authority, were protected from their avarice or malicious cruelty.

Notwithstanding these benefits, plots have been formed against the State. Motives of the factions.

4. These plotters against the State were found among the very persons who had been restored to honors and security by the sole intervention of British power; and the opportunity of raising disturbance was chosen when, relying on the merited gratitude of all orders of the Kandian nation, the Government had diminished the number of troops; and the insurgent leaders, unconscious or forgetful of the extensive resources of the British Empire, thought, in setting up the standard of rebellion, as easily to effect their purpose of expelling the English from the country, as the people had been deluded to prostrate before the phantom, whose pretensions they espoused merely to cover their own ambitious views of subjecting the nation to their arbitrary will.

Time and manner of executing the plot.

5. After more than a year of conflict, which has created misery and brought destruction on many, the efforts of the British Government and the bravery of His Majesty's troops have made manifest to the Kandians the folly of resistance, and that in the Government alone resides the power of protecting them in the enjoyment of happiness. The flimsy veil which the rebel Chiefs threw over their ambitious designs was torn aside by themselves, and the pageant, whom the people were called to recognize as the descendant of the gods, exposed as the offspring of a poor Cingalese empyric.

Manifestation of the power of the British Government.

Detection of the imposition practised in the person of the pretender.

6. After such a display to the public of depraved artifice and injurious and unfeeling deception, the Government might reasonably hope that a sense of the misery brought on them by delusion should prevent the great body of the people from listening to any one who should attempt in future to seduce them into rebellion against its beneficent rule. But it is also incumbent on it, from a consideration of the circumstances which have passed, and the evil consequences which have ensued on the blind obedience which the people have thought due to their Chiefs, instead of to the sovereign of the country, to reform, by its inherent right, such parts of the practice

Reasonable to expect delusion, in future, would be more difficult.

Expedient to guard against a recurrence of the evil consequences, and to demonstrate to the people that the Government is entitled to their obedience in superiority to the Chiefs.

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of administration, as, by occasioning the subject to lose sight of the Majesty of the royal government, made him feel wholly dependent on the power of the various Chiefs, which, to be legal, could only be derived to them by delegation from the sovereign authority of the country.

7. His Excellency the Governor, therefore, now calls to the mind of every person and of every class within these settlements, that the sovereign Majesty of the King of Great Britain and Ireland, exercised by his representative the Governor of Ceylon and his agents in the Kandian provinces, is the source alone from which all power emanates, and to which obedience is due: that no Chief, who is not vested with authority or rank from this sovereign source, is entitled to obedience or respect; and that, without powers derived from Government, no one can exercise jurisdiction of any kind, or inflict the slightest punishment; and, finally, that every Kandian, be he of the highest or lowest class, is secured in his life, liberty, and property from encroachment of any kind, or by any person, and is only subject to the laws which will be administered according to the ancient and established usages of the country, and in such manner, and by such authorities and persons, as in the name and on the behalf of His Majesty is herein declared.

Declaration of the supremacy of the British crown exercised through the Governor and his agents.

No Chief entitled to obedience or power but when vested with authority by Government.

Equal rights of every Kandian subject.

8. The general, executive, and judicial authority in the Kandian provinces is delegated by His Excellency to the Board of Commissioners, and, under their general superintendence, to resident agents of Government in such Dessavonies of the said provinces in which it may please His Excellency to place such agents, with more or less authority or jurisdiction, as by their several instructions may be vested in them, and of which the present disposition and arrangement is hereinafter contained.

Delegation of the Governor's authority to the Board of Commissioners and to resident agents in certain Dessavonies.

9. The Adigars, Dessaves, and all other Chiefs and inferior headmen, shall perform duty to Government under the orders of the said Board of Commissioners and British Agents, and not otherwise.

All Chiefs to perform duty under the orders of the Board or other British Agents.

10. No person shall be considered entitled to execute office, either of the higher or lower class of headmen, unless thereto appointed by a written instrument, signed, in respect to superior Chiefs, by His Excellency the Governor, and for inferior headmen, by the Honourable the Resident, or provisionally, by any Agent of Government thereto duly authorized, excepting in certain villages or departments which will be allotted for personal services to the Dessaves, in which the Dessave shall, as before, have the sole privilege of making appointments.

No person to execute office but under written appointments.

Signed by the Governor for superior Chiefs, and by the Resident for inferior headmen, or provisionally, by Agents in the Dessavonies.

Except in villages allotted to personal service of Dessaves.

11. Honors shall be paid to all classes of Chiefs entitled to the same under the former Government, in so far as the same is consistent with the abolition, which the British Government is resolved to effect, of all degrading forms whereto both Chiefs and people were subjected under the ancient tyranny, and which a liberal administration abhors. All prostrations, therefore, from or to any person, including the Governor, are henceforth positively, as they were before virtually and in fact, abolished; and the necessity which existed that Chiefs or others, coming into the presence of the sovereign authority should remain on their knees, is also abrogated; but all Chiefs and other persons coming before, meeting or passing any British officer, civil or military, of rank and authority in the island of Ceylon, shall give up the middle of the road, and, if sitting, rise and make a suitable obeisance, which will be always duly acknowledged and returned.

Honors to be paid to Chiefs as before, except as under.

Prostrations abolished.

Kneeling in presence of the sovereign authority abrogated.

Respect to be paid to British officers of rank by Chiefs and others.

12. It is also in this respect directed, that on entering the hall of audience every person shall make obeisance to the portrait of His Majesty there suspended; and as well there as in any other court of justice to the presiding authority: and it is further directed that when His Excellency the

Respect to His Majesty's portrait in the hall of audience.

And to authority presiding in courts of justice.

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Governor, as His Britannic Majesty's representative, travels, he shall be attended by all the persons in office belonging to each province, in manner as they attended the former Kings of Kandy; except that the Dessaves may always use palanquins beyond the river Mahavillaganga, within which limit the Adigars only have this privilege: and that when any of the members of His Majesty's Council, or the Commissioners for the Kandian provinces, or the commanding officer of the troops in the Kandian provinces, travel into any province on duty, they be met and attended in such province in the same manner as the great Dessaves were and are to be attended in their provinces; likewise, the Resident, agents, and the officers commanding the troops in each province, are, in their provinces, to be similarly attended and receive like honors.

Attendance on the Governor in travelling.

Attendance on other officers of Government travelling on duty.

13. The Chiefs holding the high offices of first and second Adigars will be received by all sentries, whom they may pass in the day, with carried arms; and by all soldiers off duty, or other Europeans, or persons of European extraction, by touching their caps or taking off their hats; and by all natives, whether Kandians or not, by rising from their seats, leaving the middle of the street clear, and bowing to the Adigars as they pass; and to all other Dessaves and other Chiefs, all natives coming into their presence, meeting or passing them, are to make a proper inclination of the body in acknowledgment of their rank.

Salute by sentries to the first and second Adigars.

Respect by Europeans.

By Natives.

Respect to other Chiefs.

14. The Adigars, Dessaves, and other Chiefs, shall further be entitled to proper attendance of persons of the different departments, in such numbers as shall be determined by His Excellency on the report of the Board of Commissioners; provided that, where such persons are not belonging to the villages or departments allotted to the Adigar or Dessaves, the application for their attendance, when required, must be made to the Resident in Kandy,

Attendance on Adigars, &c.

or to the agents of Government in the provinces in which such agents may be stationed.

15. The persons entitled to sit in the hall of audience, or in the presence of the agents of Government, are those Chiefs only who bear commissions signed by the Governor, or to whom special license may by the same authority be given to that effect. Of these, only the two Adigars, or persons having the Governor's letter of license, can sit on chairs, the others on benches covered with mats of different heights, according to their relative ranks, in the courts hereinafter mentioned of the agents of Government: when the assessors are Mohottales or Corls, they may sit on mats on the ground.

Persons entitled to sit in hall of audience or in presence of British agents.

16. As well the priests as all the ceremonies and processions of the Budhoo religion shall receive the respect which in former times was shown them; at the same time it is in no wise to be understood that the protection of Government is to be denied to the peaceable exercise by all other persons of the religion which they respectively profess, or to the erection, under due license from His Excellency, of places of worship in proper situations.

Respect to priests and processions of Budhoo religion.

General protection to all other religions.

Erection of places of worship under the Governor's license.

17. The Governor abolishes all fees payable for appointments either to Government or to any Chief, excepting for appointments in the temple villages, which will be made by the Resident on the recommendation of the Dewenileme or Basnaikenilemes appointed by the Governor; the Dewenileme or the Basnaikenileme receiving the usual fee. Also all duties payable heretofore to the Gobbedawas, aramudale awudge, and all other duties or taxes whatsoever, are abolished, save and except that now declared and enacted, being a tax on all paddy lands of a portion of the annual produce, under the following modifications and exceptions, and according to the following rates.

Fees on appointments abolished, except in temple villages.

All taxes and duties abolished.

Except a general tax on paddy land of a portion of the produce.

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18. The general assessment of tax on the entire paddy lands of the Kandian provinces is fixed at one-tenth of the annual produce, to be delivered by the proprietor or cultivator at such convenient store-house in every province or subdivision of a province, as shall be, with due regard to the interests of the subject, appointed by or under the instructions of the revenue agent.

General rate of tax fixed at one-tenth of the annual produce.

19. To mark the just sense which His Excellency has of the loyalty and good conduct of the Chiefs and people of Oodanoora, the four Corls, the three Corls, and the following Corls of Saffregam, to wit, Kooroowiti Corl, Nawadoon Corl, Colonna Corl, Kukula Corl, Atakalan Corl, the Uduwak Gampaha of Kadewatte Corl, the Medde Corl, except the villages Udagamme, Gonilaude, Kolutotte, Goltttette, Mollemore, Piengiria, and Mulgamma; and the following Corls of the seven Corls, *viz.*, Tirigandahaye, excepting the villages Hewapolla, Katoopittiye, and Zorrewatere; Oodapola Corl, Kattugampaha Corl, Oodaokaka, Kattugampola Corl, Medapattoo, Petigal Corl, Yagame Corl, Rakawah Puttoo Corl, Augaume Corl, Yatekuha Corl, and of the villages Pubilia, Kougahawelle, and Nikawelle, lying in the Oodoogodde Corl of Matele; the Governor declares that the rate of taxation in these provinces or Corls shall only be one-fourteenth part of the annual produce.

In certain districts, which have stood firm in loyalty, the tax reduced to 1-14th.

20. But, on the contrary, that it may be known that persons who are leaders in revolt or disobedience shall meet punishment, all lands which may have been declared forfeited by the misconduct of the proprietors, shall, if by the mercy of Government restored to the former owners, pay a tax one-fifth of the annual produce.

All lands forfeited in rebellion, and which may be restored to the former owners, to pay one-fifth.

21. The Governor, desirous of showing the adherence of Government to its stipulations in favour of the religion of the people, exempts all lands, which now are the property of temples, from all taxation whatever; but, as certain inhabitants of those villages are liable to perform fixed gratuitous services also to the crown, this obligation is to continue unaffected.

Temple lands exempted from taxation.

Reservation of gratuitous service from certain inhabitants of temple villages.

22. All lands also, now belonging to the following Chiefs, whose loyalty and adherence to the lawful government merits favor, *viz.*—

Lands belonging to certain loyal Chiefs exempted from tax.

Mollegodde Mahanileme,	Mahawalletene Nileme,
Moleegodde Nileme,	Doloswalle Nileme,
Ratwatte Nileme,	Eheyleyagodde Nileme,
Kadoogamoone Nileme,	Katugaha the elder,
Dehigamme Nileme,	Katugaha the younger,
Mulligamme Nileme, lately Dessave of Welasse,	Damboolane Nileme,
Eknilligodde Nileme,	Godeagedere Nileme,
	Gonegodde Nileme, formerly Adikaran of Bintenne,

shall be free of duty during their lives; and that their heirs shall enjoy the same free of duty, excepting with regard to such as paid pingo duty which shall now and hereafter pay one-tenth to the Government of the annual produce, unless when exempted under the next clause.

23. All lands belonging to the Chiefs holding offices, either of the superior or inferior class, and of inferior headmen, shall, during the time they are in office, be free of duty.

Lands of Chiefs holding office exempted during the continuance in office.

24. All lands belonging to persons of the castes or departments allotted to the cutting of cinnamon, shall be free of duty: also lands held by persons, for which they are bound to cultivate or aid in the culture of the royal lands, and also the lands of such persons who may be allotted to the performance of personal service to the Dessaves by the Board of Commissioners; and of those who perform Katipurule or Attepattoo service gratuitously; it being well understood that the persons last mentioned have no right or authority whatever to exact or receive fees or fines of any kind when sent on public duty, which they are required to perform expeditiously and impartially.

Lands of cinnamon peelers exempted from taxation.

Also of cultivators of royal lands.

Also of attendants allotted to Dessaves, Katipurule, and Attepattoo people.

25. The Veddas who possess no paddy lands shall continue to deliver to government the usual tribute in wax.

Veddas to continue tribute of wax.

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26. All presents to the Governor, or other British authorities, are strictly prohibited. In travelling, every officer, civil or military chiefs, detachments of troops, or other servants of Government, on notice being given of their intended march or movement, are to be supplied with the provisions of the country in reasonable quantity, and on payment being made for the same at the current price.

All presents prohibited.

Provisions to British officers, chiefs, troops, or other servants of Government travelling to be furnished for payment.

27. All fees on hearing of cases to Dessaves or others, except as hereafter mentioned, which are for the benefit of Government, shall be and are abolished.

Fees on hearing cases abolished.

28. The services of the Adigars, Dessaves, and other superior Chiefs to Government shall be compensated by fixed monthly salaries, in addition to the exemption of their lands from taxation.

Remuneration for service of superior Chiefs.

29. The services of the inferior Chiefs shall be compensated as above by exemption from taxation, and that they also receive one-twentieth part of the revenue paddy which they shall collect from the people under them, to be allotted in such portion as the Board of Commissioners shall, under the authority of Government, regulate.

Remuneration to inferior Chiefs.

30. All persons shall be liable to service for Government on the requisition of the Board of Commissioners and agents of Government, according to their former customs and families, or tenure of their lands, on payment being made for their labor; it being well understood that the Board of Commissioners, under His Excellency's authority, may commute such description of service as, under present circumstances, is not usefully applicable to the public good, to such other as may be beneficial: and provided further, that the holding of lands duty-free shall be considered the payment for the service of the Katipurule and Attepattoo departments, and persons allotted to the Dessave's service; and also for the service to Government of certain persons of the temple villages and in part for those which cut cinnamon;

All persons liable to general service for payment.

and also that the duty of clearing and making roads, and putting up and repairing bridges, be considered a general gratuitous service falling on the districts through which the roads pass, or wherein the bridges lie; and that the attendance on the great feast, which certain persons were bound to give, be continued to be given punctually and gratuitously. The washerman also shall continue to put up white cloths in the temples and for the Chiefs gratuitously.

Kadawettes, and services attendant, abolished.

31. All Kadawettes and ancient barriers throughout the country shall be from henceforward discontinued and removed, and the establishments belonging to them for their maintenance and defence abolished; the services of the persons usually employed therein being applied to such other more beneficial purpose as the Board of Commissioners shall determine.

Rules for service of kunamaduwe, talpatawaduna karias, and pandan karias.

32. And it being necessary to provide rules for the service of certain persons who were to perform duty to the person of the King of Kandy, *viz.*, the kunamaduwe, or palanquin bearers, the talpatawaduna karias, or talpat bearers, and pandan karias, or torch-bearers; it is ordered by the Governor, that such persons being paid for the same shall be bound to serve in their respective capacities the Governor, the members of His Majesty's Council, any general officer on the staff of this army, the Commissioners for Kandian affairs, the secretary for the Kandian provinces, and the officer commanding the troops in the interior.

Powers of agents of Government to punish neglect of duty.

33. And for ensuring the due execution of all the above ordinances relative to the collection of the revenue and performance of public duty by all Chiefs and others, His Excellency empowers and directs that the Board of Commissioners in Kandy, collectively or in their several departments, and the agents of Government in the provinces, shall punish all disobedience and neglect by suspension or dismissal from office, fine or imprisonment, as particular cases may require and deserve; provided that no person holding the Governor's commission may be absolutely dismissed, but by the same authority; and no other Chief but by the authority of the Honourable the

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Resident; but as well the commissioners as other agents, duly authorized by instructions from the Governor, may suspend Chiefs of the superior or inferior order, on their responsibility, for disobedience or neglect of the orders or interest of Government; reporting immediately, as the case may require, to the Governor or the Resident, their proceedings for approval or reversal.

Details of judicial administrations in cases wherein Kandians are defendants.

34. And in order that justice may be duly, promptly, and impartially administered throughout the Kandian provinces to all classes, His Excellency the Governor is pleased to declare his pleasure to be touching the same, and to delegate and assign the following jurisdiction to the public officers of Government for hearing and determining cases wherein Kandians are concerned as defendants, either civil or criminal.

Powers of agents of Government sitting alone.

35. Every agent of Government shall have power and jurisdiction to hear and determine, alone, civil cases wherein the object of dispute shall not be land and shall not exceed in value fifty Rix Dollars; and also criminal cases of inferior description, such as common assaults, petty thefts, and breaches of the peace, with power of awarding punishment, not exceeding a fine of Rix Dollars twenty-five, corporal punishment with a cat-and-nine-tails or rattan, not exceeding thirty lashes, and imprisonment with or without labor not exceeding two months; to which terms of imprisonment and fine such agents are also limited in punishing neglects or disobedience of orders, according to the provisions above detailed.

In civil cases.

In criminal cases.

Powers of Judicial Commissioners sitting alone.

36. The second or Judicial Commissioner shall, sitting alone, have power to hear and determine civil cases wherein the object in dispute shall not be land, and shall not exceed Rix Dollars one hundred in value; and also criminal cases of inferior description, with powers of punishment as in the last clause conferred on agents of Government.

37. The second or Judicial Commissioner, and such agents of Government in the provinces to whom the Governor shall delegate the same by his instructions, shall hold at Kandy and in the provinces a court for the trial of all other civil cases, and of criminal cases, excepting treason, murder, or homicide, with powers, in criminal matters, to assess any punishment short of death or mutilation of limbs or member: which court shall consist, in Kandy, of the second Commissioner and two or more Chiefs; and in the provinces, of the agent of Government, and one or more Dessaves of the province, and one or more Mohottales or principal Corls, so as there shall be at least two Kandian assessors, or two Mohottales or Corls where no Dessave can attend.

Courts to be held by Judicial Commissioners and agents duly authorized, to consist of themselves and two Kandian assessors to try all civil cases and all criminal cases, except treason, murder, and homicide.

38. The decisions of the courts in the provinces shall be by the agent of Government, the Kandian assessors giving their advice; and where the opinion of the majority of such assessors differs from the opinion of the agent of Government, there shall be no immediate decision; but the proceedings shall be transferred to the court of the second Commissioner, who may either decide on the proceedings had in the original court, or send for the parties and witnesses, and rehear the case, or take or order the agent to take further evidence, and shall decide the same.

Mode of decision in courts of agent of Government.

Reference in certain cases to court of Judicial Commissioner.

39. Appeals also shall lie from the decisions of such agents to the court aforesaid of the second Commissioner, in civil cases, if the appeal is entered before the agent in ten days from his decree and the object in dispute be either land or personal property exceeding Rix Dollars one hundred and fifty in value; in which case execution shall stay, and the proceedings be transmitted to the said Commissioner's court, which shall and may proceed in the same as in the cases mentioned in the former Article. But appeals also may be allowed upon order of the Governor or the Board of Commissioners, although not entered in ten days, if application is made in a year.

Appeals to Judicial Commissioner.

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40. The decisions in the court of the second Commissioner shall be by the said Commissioner, the Kandian assessors giving their advice; and if the opinion of the majority of such assessors shall be different from that of the second Commissioner, the case, whether originally instituted or in appeal, or reference from the agent of Government, shall be transferred to the collective Board, and by them reported on to His Excellency the Governor, whose decision thereon shall be conclusive and without appeal; but that in civil cases decided by the second Commissioner, either in original or brought before him by appeal or reference, appeal shall lie to the Governor if entered before the second Commissioner in ten days from his decree, and if the object in dispute be either land or personal property, exceeding in value one hundred and fifty Rix Dollars, in which case execution of the decree shall be stayed, and the proceedings be transmitted to the Governor. But appeal may be allowed by order of the Governor, on application, within one year from the date of the decree.

Mode of decision in court of Judicial Commissioner.

Reference in certain cases through the Board of Commissioners to the Governor.

Appeals to the Governor.

41. Appeals to the Governor will be disposed of by His Excellency in correspondence with the Board of Commissioners according to justice.

Disposal of appeals by the Governor.

42. In criminal cases no sentence, either by the second Commissioner or the agents of Government, shall be carried into effect, if it awards corporal punishment exceeding one hundred lashes, imprisonment with or without chains or labor exceeding four months, or fine exceeding fifty Rix Dollars, unless after reference to the Governor through the Board of Commissioners, which will report on the case and sentence, and after His Excellency's confirmation of such sentence.

Limitation as to execution of sentences in criminal cases.

43. The Honourable the Resident may, when he thinks needful, assist and preside in the court of the Judicial Commissioner; and that the Resident may also hold a court for hearing cases, to consist of himself and two Kandian Chiefs or assessors, under the provisions respecting references and appeals, and limitation of execution of sentences in criminal cases, prescribed to the Judicial Commissioner;

The Resident may preside in court of Judicial Commissioner or hold a separate court.

and to preserve regularity the records of such the Resident's judicial proceedings in each case shall be deposited with the Judicial Commissioner on the conclusion of the same.

Mode of proceeding in cases of treason, murder, or homicide.

44. In all cases of treason, murder, or homicide, the trial shall be before the courts of the Resident or of the second Commissioner and his Kandian assessors, whose opinion as to the guilt of the defendant, and the sentence to be passed on any one convicted, is to be reported, through the Board of Commissioners, with their opinion also, to His Excellency the Governor for his determination.

Jurisdiction, where superior Chiefs are defendants, reserved to second Commissioner.

45. All cases, criminal or civil, in which a superior Chief is defendant, shall be originally instituted and heard before the Resident or the second Commissioner; that all other cases shall be instituted before the jurisdiction in which the defendant resides. Provided,

Jurisdiction in other cases.

that in civil cases the plaintiff may appoint an attorney to prosecute in his behalf, as may the defendant to defend his case.

Assessment of fines in civil suits.

46. In civil cases the losing party may be, by the second Commissioner or agent of Government, discretionally ordered to pay a sum to Government of one-twentieth part of the value of the object in dispute not exceeding in any case Rix Dollars fifty.

Civil jurisdiction of first and second Adigars.

47. The first and second Adigars shall and may execute civil jurisdiction over all Katipurules and their property, subject to appeal to the second Commissioner; and also over such other persons and property as the Governor may, by special warrant, assign to the jurisdiction of either of these two great officers, subject to appeal as aforementioned; and that the second Commissioner, or any agent of Government, may refer cases for hearing, and report to him in his court to the Adigars, Dessaves, or Mohottales.

Criminal jurisdiction of Adigars.

48. The Adigars shall have jurisdiction to punish disobedience of their orders, and petty offences, by inflicting corporal punishment not exceeding fifty strokes with the open hand, or twenty-five with a rattan, on the back, or by awarding imprisonment for a term not exceeding fourteen days.

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49. The Dessaves or Chiefs holding the Governor's commission may also punish offences by corporal punishment not exceeding twenty-five strokes with the open hand, and by imprisonment for a term not exceeding seven days; and similarly the principal Mohottales, Lieunerales, and Corls, being in office, may inflict corporal punishment for offences on persons over whom they might have exercised such jurisdiction under the former government, not exceeding ten strokes with the open hand, and may imprison such persons for a term not exceeding three days; provided that the several persons on whom the above power is exercised shall be duly and lawfully subject to the orders of such Adigar, Dessave, Chief, Mohottale, Lieunerale, or Corl; and that no such power shall be exercised on persons holding office, or on persons of the low country, foreigners, or on Moormen of the Kandian provinces; and provided that in all cases where imprisonment is awarded for a term exceeding three days, the prisoner be sent, with a note of the sentence, to the second Commissioner or the nearest agent of Government to be confined.

Of Dessaves.

Of Mohottales and Corls.

50. To ensure a due and uniform administration of justice, it is declared and enacted by His Excellency that all evidence before the Resident, the second Commissioner, or other agent of Government, in a civil or criminal case, shall be taken on oath; which oath, in the case of Kandian or Hindoo witnesses, shall be administered after the evidence is taken (the witness being previously warned that such will be the case), at the nearest dewale, before a Commissioner or Commissioners ordered by the court to see that the witness declares solemnly that the evidence he has given is the truth, the whole truth, and nothing but the truth; that no exemption can lie to this mode of giving evidence, except where Budhist priests are examined; and that every person except a priest, giving evidence, must stand while he delivers it.

Mode of receiving evidence and administering oath to Pagans.

51. The people of the low country, and foreigners coming into the Kandian provinces, shall continue subject to the civil and criminal jurisdiction of the agents of Government alone, with such extension as His Excellency may, by special additional instructions, vest in such agents, and under

Jurisdiction over foreigners.

the limitation as to execution of sentences in criminal cases hereinbefore provided as to Kandians, in the 42nd clause, until reference to the Governor through the Board of Commissioners, excepting in cases of treason, murder, and homicide, in which such persons shall be subject to the same jurisdiction now provided for Kandians; and that the same line shall be pursued in cases wherein a Kandian Moorman shall be defendant.

And over Kandian Moormen.

52. And His Excellency the Governor takes this occasion to confirm the provisions of his proclamation of the 2nd March 1818 respecting the Moormen; but to explain that they are nevertheless, when living in the villages wherein also Kandians reside, to obey the orders of the Kandian Chief or headman of the village, on pain of punishment by the agent of Government for disobedience, notwithstanding anything in the said proclamation contained.

Confirmation of privileges of Moormen.

53. According to such known rules justice will be accessible to every man, high or low, rich or poor, with all practicable convenience, and the confident knowledge of impartiality of decision. And to give effect to this plan for the administration of justice, and to collect the public revenue and ensure the execution of public duties, His Excellency is pleased to assign to the immediate control and exercise of jurisdiction of the Board of Commissioners the following provinces: the four Corls, Matele, Oodapalata, including, Upper Bulatgamme, Oodanoora, Yatenoora, Tumpanne, Harrissiapattoo, Doombera, Hewahette, Kotmale, the part of Walapana lying west of the Kuda and Oomaoya, and the Hooroole, Tamirawane, Maminiya, and Ollagalla Pattoos of Nuwera Kalawiye; in all which the higher judicial duties and the collection of revenues will be made by the Commissioners of the Board; but in those limits there will be, besides, two agents of Government to hear minor cases; at Attapittia in the four Corls, and at Naleude in Matele.

Exclusive local jurisdiction of Board of Commissioners.

Agents of Government to hear minor cases in four Corls and Matele.

54. There will be an agent of Government resident in Ouva, to whose immediate jurisdiction are assigned the provinces of Ouva, Wellasse, Bentenne, Weyeloowa, and the royal village of Madulla; all civil and criminal

Powers of agent of Government in Ouva.

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cases will be heard by him, with the exceptions mentioned, and under the rules detailed above. He will give orders to collect revenue, perform public service, suspend and punish headmen for disobedience, and exercise general powers of Government in those limits, subject to the superintendence of the Board of Commissioners.

Similar in the seven Corls.

55. Similarly, an agent of Government in the seven Corls will exercise jurisdiction over that province and the northern part of Nuwere Kalawiye; an agent of Government in Saffregam will perform like duties in that province; an agent of Government will reside in the three Corls with like powers; and the collector of Trincomalee will hear all cases and collect the revenue, and cause public service to be performed in the same manner in Tamankadewe.

Three Corls.

Of collector of Trincomalee in Tamankadewe.

Reservation of powers of making further provisions and alterations.

56. In all matters not provided for by this proclamation, or other proclamations heretofore promulgated by the authority of the British Government, His Excellency reserves to himself and his successors the power of reforming abuses, and making such provision as is necessary, beneficial, or desirable. He also reserves full power to alter the present provisions as may appear hereafter necessary and expedient; and he requires, in His Majesty's name, all officers civil and military, all Adigars, Dessaves, and other Chiefs, and all other His Majesty's subjects, to be obedient, aiding and assisting in the execution of these or other his orders, as they shall answer the contrary at their peril.

Enjoining general obedience.

Given at Kandy, in the said island of Ceylon, this twenty-first day of November one thousand eight hundred and eighteen.

By His Excellency's command,

(Signed) GEO. LUSIGNAN,
Secretary for Kandian Provinces.

GOD SAVE THE KING.