

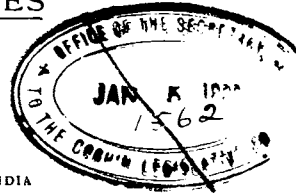
A COLLECTION OF
TREATIES, ENGAGEMENTS
AND SANADS

RELATING TO INDIA AND
NEIGHBOURING COUNTRIES

COMPILED BY

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UNDER-SECRETARY TO THE GOVERNMENT OF INDIA
IN THE FOREIGN DEPARTMENT



VOL. X

CONTAINING

THE TREATIES, &c., RELATING TO MADRAS
AND CEYLON

Revised and continued up to the 1st June 1906
By the Authority of the Foreign Department

CALCUTTA
SUPERINTENDENT GOVERNMENT PRINTING, INDIA
1909

Price Five Rupees or Seven Shillings and Six Pence

VI.—TRAVANCORE.

At the commencement of the eighteenth century the territory of Travancore was divided into a number of small Chiefships, which were constantly engaged in struggles with one another. During the course of the century these Chiefs were gradually brought under the authority of the Rajas of Travancore. In 1729 A. D., Martanda Varma ascended the *masnad*. He found the country in a very unsettled and troubled condition, quelled the rebellion of the local Chiefs, and displayed marked ability in dealing with and overcoming them. He annexed considerable territory, and, with the help of Captain D'Lannoy, a Flemish adventurer, organised the army. After completing his conquests he dedicated the country to Sri Padmanabha, the guardian deity of the land. He was the first to assume the title of 'Sri Padmanabha Dasa,' now the titular name of the ruling family. He died in 1758, and was succeeded by his nephew, Vanji Bala Rama Varma.

The English first settled in Travancore at Anjengo in 1684, when a commercial Resident, whose functions soon after became also political, was appointed. In the Madura and Tinnevely campaigns, in 1756, the Travancore State gave, though indirectly, considerable assistance to the British authorities.

It is unnecessary to describe here the early relations* between the East India Company and the Rulers of Travancore before the complications with Mysore arose. But during the wars with Haidar Ali, and his son, Tipu Sultan, the British invariably found Raja Vanji Bala Rama Varma a steadfast ally; and he was accordingly included in the treaty framed in 1784 between the East India Company and the Sultan of Mysore. In 1788, when threatened by Tipu Sultan, the Raja entered into an Agreement (No. XXV) to allow two battalions of sepoy to be stationed on his frontier. In 1789, Tipu Sultan attacked the Raja, forcing the lines which had been erected for the defence of the country on its northern frontier towards Cochin, and cruelly devastating the Travancore State. In consequence of this attack on one of its allies, the British Government declared war with Tipu; and on the conclusion of peace in 1792, Tipu was compelled to restore all that he had wrested from the Raja of Travancore.

* A very complete and valuable collection of the early engagements and agreements connected with British affairs on the Malabar Coast has been published (Calicut, 1879) by Mr. W. Logan, late Madras Civil Service, and at one time Resident in Travancore.

Pepper of the kind which is produced in large quantities on the Malabar Coast had, from the earliest times of the Company's trade, formed one of the chief articles of export from Travancore. On the 28th January 1793 the Raja entered into an Agreement (No. XXVI), known as 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 Raja concluded a Treaty (No. XXVII), 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 Raja desired it, in his country or on the frontiers near it, or in any other district within the company's possessions that he should prefer.

By a subsequent Treaty (No. XXVIII), concluded in 1805, his successor, Raja Rama Varma Perumal, agreed to pay annually, in addition to the subsidy, a sum sufficient 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, the British Government should have power either to introduce at their discretion such regulations and ordinances as might be deemed expedient for the internal management of the country, or to assume the direct management of such part or parts of the Raja's territories as might appear necessary to render such funds efficient and available in time of either war or peace. It was, however, stipulated that the Raja'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. The Raja at the same time promised always to pay the utmost attention to the advice of the British Government; to hold no communication with any foreign State; and to allow no European foreigner to join 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 Rs. 8,00,000 per annum.

A sum of Rs. 13,319-8 a year is also paid by the Travancore State to the British Government, being the equivalent of the peshkash and nazarana* which the Raja agreed to pay to the Nawab of the Carnatic in 1764.

The administration of Raja Rama Varma Perumal, who succeeded Raja Vanji Bala Rama Varma in 1799, was a period of much confusion. In 1809 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 Raja died in 1810.

* Translation of the Muchalkas and Kautnama by which the Raja offered, and the Nawab accepted, this peshkash and nazarana.

First Muchalka.—“Whereas I, Rama Raja, Zamindar of Malabar, in the Carnatic Payanghat, do repent of, and hereby own, all my former errors and declare upon the oath of my religion to the Sarkar of Hazrat Nawab Wallajah, Amir-ul-Hind, Umdat-ul-Mulk, Saraj-ud-Daula, Anvar-ud-din Khan Bahadur, Mansur Jang, that hereafter I shall never proceed against your wish in any manner whatsoever, that I shall ever with zeal maintain due obedience to your orders, that I shall afford every assistance in the affair of Tinnevely and Madura, and that I shall besides send my select troops whenever they may be required by you for punishing Bahadur Naik without making any excuse; as the Taluk of Kalakad, etc., had not belonged to me I shall never claim it in any manner whatever; that with the exception of the villages of Shenkotta, I shall never encroach on any other ground even to the extent of one span beyond the boundary walls; that I shall permit the merchants of Tinnevely to pass and repass through the ghats of Shenkotta and Arnenkavu; that I shall always consider the enemies of the Sarkar as my enemies and the Sarkar's friends as my friends; and that I agree to pay, without failure, the sum of two lakhs of Trewapur Rupees in cash, of which Rupees 1,50,000 on account of the former treaty, and Rupees 50,000 on account of the plunder committed in Kalakad, which amount shall be paid to your Sarkar through the shop of Manekji Panditha and Nalakunta Thakur residing at the Port of Madras and receipts obtained for the same. Independent of this I shall annually pay the amount for Shenkotta and the Pagoda of Cape Comorin, together with the fixed peshkash exclusive of Darbar charges according to Mamul formerly observed during the time of the Rajas of Trichinopoly; that I shall, without making any pretext of delay, be zealous and attentive in every business of your Sarkar according to what I have written above, and that in like manner my successors will behave themselves to Nawab Umdat-ul-Umara Bahadur and your other children. Of my own free-will and upon the oath of Padmanabha, my charity and my religion, I have written and given these few words, that I may never on any account whatsoever deviate from the same, and that this be considered as a Sanad in future, dated the 11th Rajab, 1180 Hijri.

Second Muchalka.—Whereas I, Rama Raja, Zamindar of Malabar, in the Carnatic Payanghat, do hereby promise that the peshkash payable by your servant according to Mamul, viz., 4,000 Tirmakuli Chakras and a large elephant with tusks fit for your Sawari, independent of the established Darbar charges, shall, without excuse and deferring, be annually delivered from Fasli 1176 to the Sarkar of Hazrat Nawab Wallajah, Amir-ul-Hind, Umdat-ul-Mulk, Saraj-ud-Daula, Anvar-ud-din Khan Bahadur, Mansur Jang, Sipah Sardar, and should any difference appear in the payment of this peshkash according to my promise, I shall make good the same on its being proved, and pay to the Sarkar any fine that may in consequence be imposed upon me without objection. I have written and given these few words in the form of a muchalka to be in future considered as a Sanad, dated 11th Rajab, 1180 Hijri.

The Raja was succeeded by Lachhmi Rani, 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. Lachhmi Rani was succeeded by her eldest son, and the country was, during his minority, successfully managed by her sister as Regent, under the advice of the Resident.

The young Raja on attaining his majority in 1829 was formally installed. He died in 1846, and was succeeded by his brother, Martanda Varma, whose death occurred in 1860. The State then passed to his second nephew, Rama Varma, the first nephew, elder brother of Rama Varma, having been set aside on account of imbecility. Raja Rama Varma was in 1866 appointed a Knight Grand Commander of the

Third Muchalka.—Whereas you were pleased in consideration of the promise made by me of continual fidelity and submission in your service, to make over to me the villages of Shenkotta, in the district of Tinnevely, of the Trichinopoly Amil, belonging to the Carnatic Payanghat, in the Suba of Arcot, on payment of 3,000 Madura white Chakras according to Mamul, I, Rama Raja, Zamindar of Malabar in the Carnatic Payanghat, do hereby agree and promise in writing that I shall annually pay the above-mentioned sum to your Sarkar independent of Darbar charges by three equal kists agreeably to ancient custom. I have, therefore, written and given these few words in the form of a muchalka to be in future considered as a Sanad, dated 11th Rajab, 1180 Hijri.

Fourth Muchalka.—“Whereas you were pleased, in consideration of the promise made by me of continual fidelity and submission in your service, to make over to me the Pagoda of Cape Comorin, in the District of Tinnevely, of the Trichinopoly Amil, belonging to the Carnatic Payanghat, in the Suba of Arcot, on the regular payment of 700 Madura Chakras in cash as nazarana, I, Rama Raja, Zamindar of Malabar, do therefore agree and promise in writing that the amount of the nazarana shall annually be paid to your Sarkar by three equal kists without any excuse. I have written and given these few words in the form of a muchalka to be considered as a Sanad in future, dated 11th Rajab, 1180 Hijri.

Fifth Muchalka.—“Whereas I, Rama Raja, Zamindar of Malabar in the Carnatic Payanghat, do hereby promise in writing, that I shall not permit now or at any future time the Sarkars advisers or any one of the Palegars, etc., of the districts of Tinnevely or Madura, to take residence within my territory, nor protect any of them in any manner whatsoever, and that I shall ever maintain the promise of alliance formerly concluded between me and the British Government, which I shall never violate upon any account whatsoever, I have written and given these few words in the form of a kararnama or muchalka to be in future considered as a Sanad, dated 15th Rajab, 1180 Hijri.

Kaulnama in the name of the noble Rama Raja, Zamindar of Malabar, in the Carnatic Payanghat.

Whereas, in consequence of the arrival of the five sealed muchalkas from you professing continual friendship and obedience on your part to my Sarkar, declaring that you will not on any account claim the Taluk of Kalakad, etc., and that you will render any assistance that may be in your power to the taluks of Tinnevely and Madura, and promising to send troops at my call for the punishment of rebels, and containing also other professions of fidelity and good-will, which are inserted on the back of the parwana, I have graciously pardoned all your past errors, and have agreeably to your request consented to receive the full sum of two lakhs of Trewaspar Rupees in cash on account of the former

Star of India, and in the same year the Government of India decided that, as a personal distinction in recognition of his excellent administration, he should be addressed by the title of " Maharaja " in all communications from the British Government (No. XXIX.). In 1862 the Government of India granted a sanad guaranteeing to the Rulers of Travancore the right of adoption (No. XXX.).

The laws which govern the succession to the State of Travancore are very peculiar. The descent, according to the usages of the Nayars of the western coast, is in the female line. Thus, on the death of a Raja, 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 the only adoptions which are performed by the Rajas 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 Tamburattis or Ranis of Attingal *, and, by the laws and usages of Travancore, are assigned a distinguished rank as alone entitled to give heirs to the State, and enjoy many important privileges.

treaty and the plunder committed in the Kalakad taluk. As you agree to pay the annual nazarana according to Mamul, I am pleased to make over to you the villages of Shenkotta and the Pagoda of Cape Comorin, agreeably to your long cherished desire, and hope that you will duly appreciate the favour thus done to you, and evince your sense of it by an increased obedience and service on your part to my Sarkar agreeably to your muchalkas, and that you will pay to me regularly the annual sums on account of the villages of Shenkotta and the Pagoda of Cape Comorin, together with the established peshkash, and remain contented ; for you must be aware that as long as you shall continue firm in your promise of submission and fidelity to the Sarkar you will experience the favour of the Huzur.

Dated the 11th Rajab, 1180 Hijri.

Wallajah,
Amir-ul-Hind,
Umdat-ul-Mulk, Suraj-
ud-Daula, Anvar-ud-
din Khan Bahadur,
Mansur Jang, Sipah
Sardar, Fidvi Shah
Alam Padshah
Ghazi, 1179.

(Sd.) BIAZ.

* So called because Attingal is the separate property of the ladies of the family of Travancore. The maidens adopted for this purpose become Tamburattis on certain ceremonies being performed publicly at Attingal and in the chief temple of Tiivandrum.

Such an adoption occurred in 1788, when two sisters were selected and adopted as Ranis of Attingal. The younger sister died after giving birth to a female child, which also died. The present family of Travancore is descended from the elder sister, the late Chief being her great-grandson (daughter's daughter's son), and the present Chief her great-great-grandson (daughter's daughter's daughter's son).

In 1857, the line of Travancore was again threatened with extinction. The mother of the late Chief (grand-daughter, daughter's daughter, of the elder of the two sisters adopted in 1788) left five children, *viz.*, four sons and one daughter. This daughter died suddenly, leaving only two sons, the second of whom is the present Maharaja. The Tamburattis of Attingal thus became extinct, and although the State after the death of the then Raja would devolve successively on his four nephews and two grand-nephews, the line, unless recruited by the adoption of Tamburattis as before, would have expired with them. Under these circumstances, the Raja intimated to the Resident that, in strict conformity with former usage and precedents, he proposed to bring in two of the most eligible female members from among his relations as senior and junior Ranis. Two ladies were accordingly adopted with the sanction of the British Government. Of these the elder (the senior Rani, who was the consort of the Valia Coil Thampur-an) had no issue. The Junior gave birth to four sons, all of whom died. In 1900, it was found necessary to secure the continuance of the ruling line by a fresh adoption, and according to custom and usage, and with the sanction of the British Government, two girls of the Mavalikara family were adopted and, on the demise of the senior Rani in 1901, they became the senior and the junior Rani respectively.

In 1861 the Madras Government proposed the removal of certain fiscal restrictions in Travancore. By Act VI of 1848 the coasting trade of British India was freed from all duties, but Travancore as a Native State did not come within the scope of the enactment, and consequently the produce of Travancore, when landed at British ports, was charged with import duty as being foreign goods. Similarly, the produce of British India, when exported to the ports of Travancore, was charged with export duty. The same rules hampered the trade in goods passing the land frontier, though on some lines the duties had been mutually abandoned. The Maharaja on his part levied customs duties on imports from, and exports to, British ports.

After some negotiation the Travancore State agreed in 1865 (No. XXXI) to give up all import duties on British Indian produce, with the exception of tobacco, opium, salt, and spirits, but claimed, in the form of a guarantee or drawback, the revenues realised in British Indian ports on foreign produce re-exported to Travancore. This was estimated to amount to about Rs. 40,000, but it was understood that it might be gradually reduced as the direct trade of Travancore increased. The payment still (1906) amounts to Rs. 40,000 a year. The Darbar also agreed to reduce its export duty to 5 per cent. *ad valorem* on all articles except pepper, dried betel-nut, and timber. The duty on pepper and dried betel-nut was retained at Rs. 15 per candy, and on timber at 10 per cent. *ad valorem*. The Darbar also consented to reduce the duty on tobacco to the extent of Rs. 1,00,000 a year.

In 1871 a question arose relative to jurisdiction over European British subjects in Travancore, which was claimed by the Travancore Darbar both as an inherent right of sovereignty and also as having been admitted by the British Government in 1837, when Europeans living in Travancore, and not being servants of the British Government, were declared to be subject to the laws of that State. The Darbar was informed that, having regard both to the position of the British Government as the paramount power in India and to its treaty engagements with Travancore, the position assumed by that State could not be recognised. When the jurisdiction of Travancore was recognised in 1837, there were difficulties in the way of trying in British courts European British subjects other than servants of Government for offences committed in Native States. These difficulties had subsequently been removed by legislation, and the alteration of the law required some alteration likewise in the hitherto prevailing practice.

The Darbar, however, further argued that any modification of British laws could not affect its sovereign jurisdiction, and urged other considerations in support of its position. Finally, in consideration of special circumstances affecting Travancore and Cochin, and more particularly of the efforts made by those States to conduct their judicial administration on enlightened principles, the Government of India consented to allow the magistrates of Travancore and Cochin, who might be European British subjects and Christians, to exercise over European British subjects in those States, subject to such control as the Resident had hitherto exercised, and such advice as he was empowered by treaty to offer, the same jurisdiction as might be exercised over them in British territory by

magistrates of the first class and justices of the peace. Under the same conditions the necessary powers were conferred on magistrates of Travancore and Cochin to enable them to commit to the High Court at Madras such cases as in British territory are beyond the jurisdiction of European British subjects who are magistrates of the first class and justices of the peace. These arrangements were declared to be subject to revision, if at any time the European magistrates of Travancore and Cochin failed to give satisfaction to the British Government. It was also provided that certain magistrates, specified by name, should try cases which may be dealt with entirely by magistrates, and that appeals should lie from their decisions to certain appellate judges specified by name. Offences which are too grave to be dealt with by magistrates are committed by justices of the peace in Travancore and Cochin to the Resident for trial, and the Resident's decisions are subject to appeal to the High Court at Madras. The gravest class of offences, with which a Court of Session cannot deal, are committed to the High Court at Madras. The Resident has also discretion to commit to the High Court cases which are committed to him, or which come before him as a justice of the peace.

Travancore is supplied with salt from Bombay on the same terms as the Madras Government. There has been no formal agreement on this subject.

At the Delhi Darbar, held on the 1st January 1877, the title of "Councillor of the Empress", and a salute of 21 guns were conferred upon Maharaja Rama Varma, as personal honours. In 1880 Rama Varma, who had succeeded in 1860, died. He was succeeded by his brother, also called Rama Varma, who died in 1885. He was appointed in 1882 to be a Knight Grand Commander of the Star of India. He was succeeded by his nephew Bala Rama Varma, who was born on the 25th September 1857, and received in 1888 the decoration of a Knight Grand Commander of the Star of India. He was made a Fellow of the Madras University in 1893, and Member of the Royal Asiatic Society in 1895. In 1899 his salute was, as a personal distinction, raised from 19 to 21 guns, and in 1903 he received the decoration of a Knight Grand Commander of the Indian Empire.

In connection with the Periyar irrigation project, whereby water is diverted from the river Periyar in the Travancore State into certain Madras districts for irrigation purposes, an Indenture (No. XXXII) was made in 1886 between the Maharaja and the Secretary of State for India, whereby the former leased for 999 years, and at a yearly rent of Rs. 40,000

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certain territory in the Travancore State. The rent was to be deducted from the tribute payable by the Maharaja to the Governments of India or Madras, and payment of it was not to commence till 12 months after the date on which the waters of the Periyar should have been diverted into British territory.

In 1899 the Maharaja ceded to the British Government full and exclusive power and jurisdiction of every kind over the lands lying within his State, which were, or might thereafter be, occupied by the Tinnevely-Quilon Railway (the Travancore Branch of the South Indian Railway) (No. XXXIII) and by the Shoranur-Cochin Railway (No. XXXIV). On the 27th June 1901 an Indenture (No. XXXV) was made between the Secretary of State and the South Indian Railway Company Limited for the construction and working, among others, of the line connecting Tinnevely with Quilon. The Darbar have under-written the Secretary of State's guarantee of interest on the debentures for the portion of the line lying in Travancore territory.

In 1900, in order to assist the Government of India in suppressing smuggling, the Darbar undertook to obtain all opium required for consumption in the State from the Government storehouses in the Madras Presidency.

In 1903 the Darbar entered into an agreement with the Hyderabad Government for the mutual waiving of claims on account of expenditure incurred in connection with the subsistence and transit of accused persons and cattle surrendered by the one State to the other. A similar arrangement was made with the Mysore Darbar in 1904.

Under Article 14 of the Interportal Trade Convention of 1865 (No. XXXI) the Darbar was entitled to import duty-free salt from Bombay. A slight modification of this arrangement was made in 1901, when the Government of India gave their consent to the Darbar importing 4,000 maunds of salt a year, free of duty, from the Tuticorin factories on certain conditions (No. XXXVI). This amount was increased, for special reasons, to 6,000 maunds for the year 1904-05 only.

The area of Travancore is 7,091 square miles; the population, according to the census of 1901, is 2,952,157; the gross revenue is about Rs. 1,02,01,853; the military forces consist (1905) of 60 cavalry, 1,442 infantry, 30 artillery-men, and 6 unserviceable guns.

The ordinary salute of the Chief of Travancore is 19 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867

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 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 ?

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 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 we 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, 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 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 sepoy. I refer you to Major Bannerman's letters for an answer to the other matters he has communicated to me from Your Excellency.

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 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 neces-

sary 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?

(Sd.) ARCHD. CAMPBELL.

Letter from the RAJAH of TRAVANCORE to the GOVERNOR,
dated 6th Suffer, or 5th November 1788.

* 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.

sary 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?

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dated 6th Suffer, or 5th November 1788.

* 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 Pogodas 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 above mentioned 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.

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 Finnevelly 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.

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. XXVI.

1793.

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, DEWAN 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 effect or interfere with any agreement

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 further deliver a similar quantity (3,000 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 within 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.

(Sd.) **ROBERT ABERCROMBY.**



No. XXVII.

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, Alungar, 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.

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 anywise 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 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 there-

fore 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 Nairs 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.

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

fore 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.

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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 Nairs 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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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 to 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.

(Sd.) JONATHAN DUNCAN.

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—1795.

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 conjunc-

tion 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 Raje Bahadour; 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.

(Sd.) 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 the Cavæ" be added immediately after the word "Calicut," and that accordingly the said Article stands 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 Cavæ, 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 Aru in the year nine hundred and twenty-two Malabar style.

Ratified by the Honourable the Court of Directors in 1797.

No. XXVIII.

TREATY OF PERPETUAL FRIENDSHIP and ALLIANCE between the HONOURABLE ENGLISH EAST INDIA COMPANY BAHADOOR, and the MAHARAJAH RAM RAJAH BAHADOOR, RAJAH of TRAVANCORE—1805.

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 I.

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 Nays of his country," and the Company being now willing entirely to release the Rajah from the obligation incurred under the said stipulation; it is 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 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 Govern-

ment 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.

(Sd.) C. MACAULAY.

Ratified by the Governor-General in Council on 2nd May 1805.

 No. XXIX.

SUNNUD to the MAHARAJAH of TRAVANCORE—1866.

In recognition of your Highness's excellent administration of the Travancore State, I have directed that your Highness shall be addressed by the title of Maharajah in all communications from the British Government.

(Sd.) JOHN LAWRENCE.

Dated Simla, the 6th August 1866.

 No. XXX.

 ADOPTION SUNUD granted to the RAJAH of TRAVANCORE—
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, 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.

(Sd.) CANNING.

11th March 1862.

A similar Sanad was granted to the Rajah of Cochin.

 No. XXXI.

ARRANGEMENTS made between the BRITISH GOVERNMENT and the STATES of TRAVANCORE and COCHIN for the removal of fiscal restrictions on trade between BRITISH INDIA and those STATES—1865.

NOTIFICATION.

IT is hereby notified for general information, that the following arrangements have been made between the British Government and the Native States of Cochin and Travancore, for the removal of fiscal restrictions on trade between British India and these States, and that effect has been given to the same under the sanction of the Government of India.

2. No duties will hereafter be levied, whether by the British Government, or the Travancore or Cochin States, on goods, being the produce or manufacture of British India, on their import, whether by sea or by land, into the Cochin and Travancore territories, excepting Tobacco, Salt, Opium, and Spirits.
3. No duty will hereafter be levied by the British Government on goods the produce or manufacture of the Cochin and Travancore States, on their import into British Indian territory, whether by sea or by land, excepting Salt, Opium, and Spirits.
4. Free import will be allowed by the Cochin State into its territories of Travancore produce and manufactures, and *vice versa*, on the same terms and with the same exceptions as those arranged with the British Government.
5. The Cochin and Travancore States will adopt the British Indian Tariff and rates of import duty on all *foreign* goods imported into them, Tobacco being excepted on import into Travancore.
6. Foreign goods which have already paid duty on import to British India or to either the Cochin or Travancore State, will be allowed to pass free on further transport to any of these territories.
7. The Cochin State will adopt the British Indian rates of export duty on articles exported to foreign countries. Pepper being excepted and charged at 5 Rupees a Candy.
8. The Travancore State will continue for the present to levy export duties, not less than those obtaining in British India but not more than 5 Rupees per cent. on all ordinary exports. Rupees 10 per cent. on Timber, and 15 Rupees a Candy on Pepper and Betel-nut *ad valorem*.
9. The export duty at the Travancore inland Chowkies, *viz.*, those not situated on the backwater, will be confined to principal goods only, which will be notified from time to time.
10. British Indian goods passing from Coimbatore through Travancore to the Cochin territories or British Cochin will be exempt from export duty in Travancore. The same exemption will extend to Tinnevely cloths passing through Travancore.
11. Goods passing from one part of the Cochin State through Travancore territory to any other part of the former, will be exempt from export duty in Travancore.
12. The Travancore and Cochin States will adopt the British Indian Tariff valuations for exports as well as imports.
13. The Cochin and Travancore States will adopt the British Indian selling price of Salt, the rates at Inland Depôts being raised so as to place the Salt of Cochin, Travancore, and British India on the same footing in the market.

14. The Cochin and Travancore States will import British Indian Salt on the same terms on which it is imported into British Indian Ports.

15. The Travancore State will levy import duty on Tobacco at rates not exceeding the following :—

On Coimbatore Tobacco	...	...	40 Rupees a Candy.
Tinnevely	...	...	85 do.
Ditto (Kalamany)	...	...	120 do.
Jaffna	...	...	120 do.

Resident's Office, Trevandrum, 11th May 1865.

H. NEWILL,

Officiating Resident.

List of Sea-Ports appertaining to the Travancore State.

Manacody.	Villinjum.	Quilon.	Allepey.
Colechel.	Poonthoray.	Kayencoolom.	Katoor.
Puttanum.	Anjengo.	Mangalamarattapula.	Manakodom.
Pooar.	Paravoor.	Poracaud.	Palliport.

Sea-Ports appertaining to the Cochin State.

Narrakal.	Maliapoorom.	Cranganore.
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H. NEWILL,

Officiating Resident.

NO. XXXII.

INDENTURE made between the SECRETARY of STATE for INDIA and the MAHARAJA of TRAVANCORE in respect of the lease of certain territory in the TRAVANCORE STATE in connection with the PERIYAR IRRIGATION PROJECT—1886.

THIS INDENTURE made the twenty-ninth day of October, one thousand eight hundred and eighty-six (corresponding with the fourteenth day of Tulam 1062 of the Malabar era) BETWEEN THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJAH OF TRAVANCORE (hereinafter called the Lessor) of the one part and THE RIGHT HONORABLE THE SECRETARY OF STATE FOR INDIA IN COUNCIL of the other part WITNESSETH that in consideration of the rents hereinafter reserved and of the covenants by the said Secretary of State for India in Council hereinafter contained the Lessor doth hereby demise and grant unto the said Secretary of State for India in Council his successors and assigns (all of whom are intended to be included in and to be referred to by the expression "the Lessee" hereinafter used) *First*—All that tract of land part of the territory of Travancore situated on or near the Periaur river bounded on all sides by a contour line one hundred and fifty-five feet above the deepest point of the bed of the said Periaur river at the site of the dam to be constructed there and shown in the map or plan hereunto annexed and which said tract of land is delineated in the

said map or plan herunto annexed and therein colored blue and contains eight thousand acres or thereabouts. *Secondly*—All such land in the immediate vicinity of the tract of land above mentioned and not exceeding in the whole in extent one hundred acres as may be required by the lessee for the execution and preservation of the irrigation works to be executed by the lessee within the said tract of land first above mentioned and which said works are commonly called or known as the "Periaur Project." *Thirdly*—Full right power and liberty to construct make and carry out on any part of the said lands hereinbefore demised and to use exclusively when constructed made and carried out by the lessee all such irrigation works and other works ancillary thereto as the lessee shall think fit for all purposes or any purpose connected with the said Periaur Project or with the use exercise or enjoyment of the lands rights liberties and powers hereby demised and granted or any of them. *Fourthly*—All waters flowing into through over or from the said tract of land firstly hereinbefore demised. *Fifthly*—All timber and other trees woods underwoods and saplings which now are or shall during the continuance of this demise be growing or standing upon any of the said demised lands with liberty to the lessee to fell grub up and use free of all charge for the same all such of the said timber and other trees woods underwoods and saplings as shall be required in or about the construction or maintenance of or otherwise for all or any of the purposes of the said works or any of them or in connection therewith provided always that the lessee shall not be responsible for the destruction of or for any damage done to any others of the said timber or other trees woods underwoods or saplings for the time being growing or standing upon any of the said demised lands by or through the construction or maintenance of the said works or any of them. *Sixthly*—The right of fishing in over and upon such waters tanks and ponds as now are or shall during the term hereby granted be upon or within any of the said demised lands. *Seventhly*—Free way leave and right and liberty of way and passage in manner hereinafter mentioned through and over the lands of the lessor and liberty for the lessee his officers agents servants and workmen to enter upon and to make lay and repair such one and not more than one main or waggon way from any point on the boundary line between British territory in India and the territory of Travancore to any part of the said demised lands in the usual manner by digging the soil and levelling the ground and making gutters through and over the lands of the lessor between such point and the said demised lands for leading and carrying with horses and other cattle waggons carts and other carriages over and along the said waggon way unto and towards the said demised lands all materials required for all or any of the said works and other materials matters and things whatsoever to and from any of the said demised lands and liberty for the lessee his officers agents servants and workmen as occasion shall require to lay and fix wood timber earth stones gravel and other materials in and upon the lands of the lessor and to cut dig and make trenches and water-courses for the purpose of keeping the said waggon way free from water and to do all other things necessary or convenient as well for making and laying the said waggon way as for repairing and upholding the

same whenever there shall be occasion and liberty for the lessee his officers agents servants and workmen to go pass and repass along the said waggon way either on foot or with horses and other cattle waggons carts or other carriages unto and from the said demised lands and all other liberties and appurtenances necessary or convenient for making laying altering repairing using or removing the said waggon way or any part thereof the lessee making reasonable compensation unto the lessor and the tenants or occupiers for all damage occasioned by or in the exercise of the said liberties to the lands belonging to him or them except those actually taken and used for the line of the said waggon way except nevertheless out of this demise all sovereign rights of the lessor in and to the said demised lands or any of them other than the rights liberties and powers hereinbefore particularly mentioned and expressed to be hereby demised, and except all minerals and precious stones whatsoever in and under the said lands hereby demised or any of them other than earth rubble stone and lime required for the said works or any of them together with liberty for the lessee to erect build and set up alter maintain and use upon or within the lands hereby demised such houses and other buildings and to take free of all charge for the same all such earth rubble stone and lime therefrom as shall be necessary or proper for effectually or conveniently making and maintaining the said several works and generally to do all such things whatsoever in or upon the hereby demised lands as shall be necessary or expedient for the construction and repair of the said irrigation and accommodation works and for any of the purposes of these presents to have and to hold the premises hereinbefore expressed to be hereby demised and granted unto the lessee from the first day of January one thousand eight hundred and eighty-six for the term of nine hundred and ninety-nine years yielding and paying therefor by the same being deducted from the tribute from time to time payable by the lessor to the Government of India or Madras the yearly rent of forty thousand rupees of British India commencing from the day on which the waters of the said Periaur river now flowing into the said territory of Travancore shall by means of the said works be diverted and shall flow into British territory, the first of such payments to be made at the expiration of twelve calendar months from such last mentioned date and yielding and paying from the date from which the said yearly rent of forty thousand rupees of British India shall become payable and over and above the same the further yearly rent (hereinafter called acreage rent) after the rate of five rupees of British India currency for every acre and so in proportion for a less quantity of the lands hereby demised and granted which on the completion of the said works shall be found on measurement to be included within the said contour line in excess of the said area of eight thousand acres the first of such payments of acreage rent to be made at the time and place when and where the said yearly rent shall become payable as hereinbefore provided and the lessee doth hereby covenant with the lessor that the lessee will pay to the lessor the several rents hereinbefore reserved at the times hereinbefore appointed by allowing the same to be deducted from the tribute from time to time payable by the lessor as aforesaid, and will at the expiration or sooner determination of the said term peaceably deliver

up to the lessor all the said premises hereby demised in such state and condition as shall be consistent with a due regard to the provisions of this lease and in particular will within two years after the expiration or determination of the said term clear from the said lands hereby demised all machinery and plant in or about the same or any part thereof or shall at the option of the lessee abandon all claim to such machinery and plant or to such part or parts thereof as the lessee shall think fit provided always and it is hereby agreed and declared that it shall be lawful for the lessee at any time before the expiration of the said term to surrender and yield up all the demised premises to the lessor in which case and immediately upon such surrender the rents hereby reserved shall cease. Provided always and these presents are on this express condition that if and whenever there shall be a breach of any of the covenants and agreements by the lessee herein contained the lessor may re-enter upon any part of the said premises in the name of the whole and thereupon the said term of nine hundred and ninety-nine years shall absolutely determine without prejudice nevertheless to the recovery of any rent or money then payable or to the liability of the lessee to perform and to the right of the lessor to enforce the performance and observance of every or any covenant or stipulation herein contained and which ought to be performed or observed after the expiration of the said term in case the same had expired by effluxion of time. And the lessor doth hereby covenant with the lessee that the lessee paying the rents hereinbefore reserved in manner aforesaid and performing and observing all the covenants and agreements by the lessee herein contained may quietly hold and enjoy all the lands rights and premises hereinbefore demised and granted during the said term and also free of rent so much of the said lands as shall then be required for any machinery or plant for two years after the expiration or determination of the said term without any interruption or disturbance by the lessor or any person claiming through or in trust for the lessor and that if the lessee shall be desirous of taking a renewed lease of the said premises for the further term of nine hundred and ninety-nine years from the expiration of the term hereby granted and of such desire shall prior to the expiration of the said last mentioned term give to the lessor six calendar months previous notice in writing signed by any Secretary to the Government of Madras and shall pay the rents hereby reserved and perform and observe the several covenants and agreements herein contained and on the part of the lessee to be observed and performed up to the expiration of the said term hereby granted the lessor will upon the request and at the expense of the lessee forthwith execute and deliver to the lessee a renewed lease of the said premises for the further term of nine hundred and ninety-nine years at the same yearly and acreage rents and under and subject to the same covenants provisions and agreements including this present covenant as are herein contained if and whenever any dispute or question shall arise between the lessor and lessee touching these presents or anything herein contained or the construction hereof or the rights duties or liabilities of either party in relation to the premises the matter in difference shall be referred to two arbitrators or their umpire pursuant to and so as with regard to the mode and consequence of the reference and in all

other respects to conform to the provisions in that behalf of the Code of Civil Procedure 1882 of the Legislative Council of India or any then subsisting statutory modification thereof. In witness whereof Vembaukum Ramiengar, Esq., C.S.I., Dewan of His Highness the Maharajah of Travancore by order and direction of the Government of His Highness the said Maharajah and John Child Hannyngton, Esq., Resident of Travancore and Cochin by order and direction of the Right Honorable the Governor in Council of Fort St. George acting for and on behalf of the Right Honorable the Secretary of State for India in Council have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the above named } V. RAMIENGAR.
Vembaukum Ramiengar in the presence of

K. K. KARUNLA,

Maramut Secretary, Travancore Sircar.

J. H. PRINCE,

Ag. Head Sircar Vakil,

Travancore Government.

Signed, sealed and delivered by the above named } J. C. HANNYNGTON.
John Child Hannyngton in the presence of

K. K. KARUNLA,

Maramut Secretary, Travancore Sircar.

J. H. PRINCE,

Ag. Head Sircar Vakil,

Travancore Government.

MEMORANDUM.

The land referred to in the foregoing deed as demised by the lessor to the lessee is situate on both sides of the Periaur river as shown in the map hereto annexed and colored blue, and lies within the Thodupulay and Chengunnoor taluks of the Travancore State, and is bounded as in the said deed is described.

(Signed) V. RAMIENGAR.

(„) J. C. HANNYNGTON.

No. XXXIII.

AGREEMENT entered into by the MAHARAJA of TRAVANCORE, regarding the cession of jurisdiction on the TRAVANCORE portion of the PINNEVELLY-QUILON RAILWAY.

I, Rama Varma Maharaja of Travancore, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the

lands in the said State which are, or may hereafter be, occupied by the Tinnevely-Quilon railway (including all lands occupied for stations, for outbuildings, and for other railway purposes), and over all persons and things whatsoever within the said lands.

PALACE, TRIVANDRUM; }

21st November 1899.

RAMA VARMA,

Maharaja of Travancore.

NO. XXXIV.

AGREEMENT entered into by the MAHARAJA of TRAVANCORE regarding the cession of jurisdiction on the TRAVANCORE portion of the SHORANUR-COCHIN RAILWAY.

I, Rama Varma, Maharaja of Travancore, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Shoranur-Cochin railway (including all lands occupied for stations, for outbuildings, and for other railway purposes), and over all persons and things whatsoever within the said lands.

TRIVANDRUM; }

17th October 1899.

(Sd.) RAMA VARMA,

Maharaja of Travancore.

NO. XXXV.

INDENTURE between the SECRETARY OF STATE and the SOUTH INDIAN RAILWAY COMPANY, LIMITED, for the construction and working, among other lines, of the railway connecting TINNEVELLY with QUILON.

THIS INDENTURE, made the 27th day of June 1901 Between the SECRETARY OF STATE IN COUNCIL OF INDIA (hereinafter called the Secretary of State) of the one part and THE SOUTH INDIAN RAILWAY COMPANY LIMITED (hereinafter called the Company) of the other part and supplemental to an Indenture made between the same parties and dated the 2. to day of November 1890 (hereinafter referred to as the Principal Contract)--

WITNESSETH and it is hereby agreed and declared as follows that is to say :—

Duration and Construction of Contract.

1. This Contract shall continue in force until the Principal Contract shall terminate or be determined and this and the Principal Contract shall

so far as may be read and construed as one Contract and the expressions "this Contract" and "these presents" when they occur in the Principal Contract shall unless the context otherwise requires henceforth be deemed to include this contract.

Construction of New Lines.

2. The Company shall with due diligence and expedition and in accordance in all respects with the directions of the Secretary of State construct to the satisfaction of the Secretary of State and make ready and fit for opening for the public carriage of passengers and goods throughout on routes determined or to be determined by him and on land provided or to be provided by him in accordance with the provisions of the Principal Contract the new lines hereinafter mentioned together with all such stations station yards offices warehouses houses for employes conveniences works rolling stock plant machinery and equipment as in the opinion of the Secretary of State shall be necessary or proper for the purposes of the said new lines either as regards the due working of the same or as regards the permanence of the same and the protection of the same from destruction or injury by inundation tempest or otherwise that is to say:—

- (1) A line from the station at Madura on the Company's main line passing through Tiruppachettu to Rameswaram with a branch line from Tiruppachettu to Sivaganga which said line and branch are hereinafter called the Pamban Branch.
- (2) A line from the station at Tinnevely the present terminus of the Company's branch line from Maniyachi junction in extension of such branch line to Shencota and thence through the Native State of Travancore to Quilon which said line is hereinafter called the Travancore Branch.

The said new lines shall be of the metre gauge and shall in general structural character and equipment conform with the standard of the Company's existing main line. Surveys designs and estimates in relation to the construction or equipment of the said new lines shall if required be furnished by the Company to the Secretary of State and be subjected to his approval or the Secretary of State may furnish designs to the Company and the Company shall in that case be bound to follow them.

New Lines (except when otherwise provided) to be subject to the Principal Contract as part of the Undertaking.

*3. The Pamban Branch shall form and be constructed and worked as part of the undertaking.

The Travancore Branch shall be constructed and equipped in manner provided by Clause 2 of this Contract by the Company on behalf of the Secretary of State at cost price and as and when constructed shall during the continuance of the Principal Contract and for all purposes connected with the termination thereof be deemed to have been constructed under Clause 9 of the Principal Contract and be worked as and deemed to be part of the Company's undertaking.

Subject to the provisions of this Contract the Principal Contract shall apply to both the said Branch lines accordingly and to all matters and things connected therewith or belonging thereto. Neither of the provisions at the end of Clause 9 of the Principal Contract shall apply to the said new lines or to either of them.

For the purposes of this clause the cost price of the Travancore Branch shall be deemed to and shall include (amongst other items) the following items, namely :—

- (a) Two per cent. (to cover the cost of supervision) on the actual cost of all stores and things provided for such branch by the Company in the United Kingdom.
- (b) Ten per cent. (to cover the cost of supervision, storage and contingencies) on the values (as appearing in the books of the Company) of all stores and things provided by the Company out of its stock in India and on the actual cost of all articles manufactured or repaired in the Company's workshops for the purposes of the Travancore Branch.
- (c) Four per cent. (to cover the cost of supervision) on the actual cost of all stores provided for such branch in India other than those referred to in Sub-clauses (a) and (b) of this clause.
- (d) Such rates or tolls for the carriage of stores materials and things intended to be used in or about the construction of the Travancore Branch as shall be in accordance with the schedule of rates and tolls for the time being sanctioned by the Government of India for similar services on the Company's line but so that the terminal charges shall only be allowed in respect of one terminus.

As to transfer to the Secretary of State of parts of the New Lines.

4. The Secretary of State shall have the like power to require the Company to transfer to him any part or parts of the said new lines as he has under Clause 8 of the Principal Contract to require the Company to re-transfer to him any part or parts of the railways therein mentioned and all the provisions of the said clause and of the Principal Contract relating to a re-transfer under Clause 8 of that Contract shall apply to a transfer under this clause.

As to services rendered to the State of Travancore on Line through that State.

5.—(1) All services which the Secretary of State shall require the Company to perform on such portion of the Travancore Branch as runs through the Native State of Travancore and is for the time being open for public traffic for any Department of the Travancore Government shall be performed by the Company on the same general conditions as may for the time being be in force on other metre-gauge Indian State Railways and at such rates as may be approved by the Secretary of State.

(2) This clause is in addition to and not in substitution for Clauses 33, 34, 35 and 36 of the Principal Contract which shall apply to such portion of the Travancore Branch as aforesaid as a part of the open system.

As to Debentures and Advances by Secretary of State.

6. Subject to the provision as to advances by the Secretary of State hereinafter contained all moneys required by the Company and sanctioned by the Secretary of State for the construction and equipment of the said new lines shall be raised by debentures or debenture stock or partly in one of those ways and partly in the other. All such debentures and debenture stock shall be issued subject to such regulations and upon such terms and conditions and at such times as the Secretary of State may approve and in such form or manner for such amounts and bearing interest at such rate as may be approved by the Secretary of State and all money to be raised by the issue of debentures or debenture stock as aforesaid (including all sums at any time received by the Company by way of premium on the issue of any of such debentures or debenture stock) shall when raised be forthwith paid into the Bank of England to the credit of the Secretary of State.

7. Until all such moneys as aforesaid shall have been raised by the issue of debentures or debenture stock the Secretary of State may from time to time if he thinks fit as and when required by the Company make advances to the Company in respect of moneys required by the Company and sanctioned by the Secretary of State for such purposes as aforesaid or any of them and the Secretary of State shall subject to the provisions of Clause 16 of this Contract be entitled to interest at the rate of $3\frac{1}{2}$ per cent. per annum on the amount for the time being advanced by him to the Company and not repaid to him in manner hereinafter provided. Provided always that the Company shall forthwith repay to the Secretary of State the moneys so advanced by him as aforesaid as and when moneys to be raised by the issue of the said debentures or debenture stock shall be received by the Company.

8. All moneys raised by the issue of the said debentures or debenture stock (including all sums at any time received by the Company by way of premium on the issue of any of such debentures or debenture stock) and paid into the Bank of England to the credit of the Secretary of State and all moneys provided by the Secretary of State to the Company under the last preceding clause of this Contract shall be deemed to have been so raised paid or provided as the case may be under Clause 42 of the Principal Contract.

* 9. The Secretary of State will as often as the half-yearly or other interest payable in respect of such of the said debentures or debenture stock as shall for the time being be subsisting shall become due pay out of the revenues of India to the Company in London in sterling the aggregate amount of such interest as a fund to meet and provide for the payment of such interest to the persons respectively entitled thereto, and will on the days provided by the said debentures or by the terms of the issue of the said debenture stock for payment of the principal thereby secured pay out of the revenues of

(2) This clause is in addition to and not in substitution for Clauses 33, 34, 35 and 36 of the Principal Contract which shall apply to such portion of the Travancore Branch as aforesaid as a part of the open system.

As to Debentures and Advances by Secretary of State.

6. Subject to the provision as to advances by the Secretary of State hereinafter contained all moneys required by the Company and sanctioned by the Secretary of State for the construction and equipment of the said new lines shall be raised by debentures or debenture stock or partly in one of those ways and partly in the other. All such debentures and debenture stock shall be issued subject to such regulations and upon such terms and conditions and at such times as the Secretary of State may approve and in such form or manner for such amounts and bearing interest at such rate as may be approved by the Secretary of State and all money to be raised by the issue of debentures or debenture stock as aforesaid (including all sums at any time received by the Company by way of premium on the issue of any of such debentures or debenture stock) shall when raised be forthwith paid into the Bank of England to the credit of the Secretary of State.

7. Until all such moneys as aforesaid shall have been raised by the issue of debentures or debenture stock the Secretary of State may from time to time if he thinks fit as and when required by the Company make advances to the Company in respect of moneys required by the Company and sanctioned by the Secretary of State for such purposes as aforesaid or any of them and the Secretary of State shall subject to the provisions of Clause 16 of this Contract be entitled to interest at the rate of $3\frac{1}{2}$ per cent. per annum on the amount for the time being advanced by him to the Company and not repaid to him in manner hereinafter provided. Provided always that the Company shall forthwith repay to the Secretary of State the moneys so advanced by him as aforesaid as and when moneys to be raised by the issue of the said debentures or debenture stock shall be received by the Company.

8. All moneys raised by the issue of the said debentures or debenture stock (including all sums at any time received by the Company by way of premium on the issue of any of such debentures or debenture stock) and paid into the Bank of England to the credit of the Secretary of State and all moneys provided by the Secretary of State to the Company under the last preceding clause of this Contract shall be deemed to have been so raised paid or provided as the case may be under Clause 42 of the Principal Contract.

* 9. The Secretary of State will as often as the half-yearly or other interest payable in respect of such of the said debentures or debenture stock as shall for the time being be subsisting shall become due pay out of the revenues of India to the Company in London in sterling the aggregate amount of such interest as a fund to meet and provide for the payment of such interest to the persons respectively entitled thereto, and will on the days provided by the said debentures or by the terms of the issue of the said debenture stock for payment of the principal thereby secured pay out of the revenues of India to the Company in London in sterling the amount of the principal

sums payable on such respective days in respect of the said debentures or debenture stock as a fund to meet and provide for the payment of such principal moneys to the persons respectively entitled thereto and the moneys so to be paid to the Company shall forthwith be paid by them into the Union Bank of London Limited or some other bank hereafter to be agreed upon to an account to be called the South Indian Railway Debenture Account and shall be applied by the Company in payment of such interest and principal to the persons respectively entitled thereto as and when the same shall become due and payable.

10. Provided always that the Secretary of State shall not be bound to pay any interest or principal purported to be secured by any of the said debentures so issued or to be issued as aforesaid in any case in which moneys shall have been advanced to the Company by any person or persons on the security of a debenture but such person or persons shall have permitted the debenture to remain in the possession of the Company and shall not have claimed and actually taken up the same within such time as may be fixed by the Company with the approval of the Secretary of State. In any such case the moneys so advanced to the Company shall be carried to the account of "capital not bearing interest" and in case any interest shall have been paid by the Secretary of State to the Company on or in respect of such debenture the interest so paid shall be repaid to the Secretary of State but only if and so far as such interest shall not have been paid by the Company to the person entitled thereto. Provided also that in every case in which a debenture to which this Contract relates shall have been taken up and the holder thereof shall not within twelve calendar months after the principal moneys secured thereon shall have become payable have applied for the payment of such moneys then such moneys shall be carried to the account of the Secretary of State and in every case in which any interest secured by a like debenture shall be unclaimed for twelve calendar months after the same shall have become due such interest shall also be carried to the account of the Secretary of State and the Secretary of State hereby covenants and undertakes to indemnify and hold harmless the Company against all claims made in respect of principal secured by any debenture or interest in respect thereof after the money advanced thereon shall have been so carried to the account of "capital not bearing interest" and in respect of interest which shall have been so repaid by the Company to the Secretary of State and also against all claims in respect of principal or interest on debentures which shall have been taken up but which shall have been so carried to the account of the Secretary of State as being unclaimed within twelve calendar months of the due date of payment.

11. The Secretary of State shall not pay or guarantee or be required to pay or guarantee any interest on any sum or sums at any time received by the Company by way of premium on the issue of any of the said debentures or debenture stock but the said sums shall when paid into the account of the Secretary of State as aforesaid be placed to an account of capital not bearing interest.

Accounts.

12. All moneys expended by the Company with the sanction of the Secretary of State on the maintenance of such parts of the Travancore Branch as shall have been respectively opened for public traffic during the first two years after the same shall respectively have been so opened shall notwithstanding the provisions of Clause 58 (3) of the Principal Contract as between the Secretary of State and the Company be chargeable to account of capital.

13. The Company shall in the accounts to be kept by them relating to the moneys raised by the issue of debentures or debenture stock or advanced by the Secretary of State under this Contract distinguish between the moneys so raised or advanced for the purposes of the Pamban Branch and those so raised or advanced for the purposes of the Travancore Branch and in the latter account shall further distinguish between the moneys expended on the section of the said branch which is within the Native State of Travancore and the moneys expended on the section of the said branch which is outside the said Native State.

14. For the purpose of ascertaining the "net earnings" mentioned in Clause 59 of the Principal Contract the gross earnings and working expenses hereinafter mentioned of the Travancore Branch shall be excluded from the gross earnings and workings expenses mentioned in that clause.

15. Clause 60 of the Principal Contract shall henceforth be modified as follows:—

- (1) After the payment referred to in Sub-section (2) of Clause 60 of the Principal Contract the net revenue receipts shall in the next place be applicable in payment to the Secretary of State of the amount paid by him in respect of interest upon the debentures or debenture stock issued under the provisions of this Contract for the purposes of the Pamban Branch and next in payment to him of the amount (if any) due to him in respect of interest upon the principal moneys for the time being owing to him in respect of advances made by him under Clause 7 of this contract for the purposes of the Pamban Branch.
- (2) For the purpose of ascertaining the net expenditure upon which interest is payable to the Secretary of State under the provisions of Sub-section (3) of Clause 60 of the Principal Contract there shall be deducted from the debit therein mentioned the principal moneys for the time being owing to the Secretary of State in respect of advances by him under Clause 7 of this Contract for the purposes of the Pamban Branch and the principal sum secured by the debentures or debenture stock issued under Clause 6 of this contract for the purposes of the Pamban Branch as well as the sums of Rs. 1,40,00,000 and Rs. 59,50,000 mentioned in the Principal Contract.

Interest during construction of Travancore Branch.

16.—(1) Until the Travancore Branch or some part thereof shall be open for public traffic the Secretary of State shall not be entitled to be

paid by the Company any moneys either in respect of interest paid by him upon the principal moneys raised by debentures or debenture stock issued under the provisions of this Contract for the purposes of the said line or in respect of interest which but for this clause would be due to him on the principal moneys for the time being owing to him in respect of advances made by him under Clause 7 of this Contract for the purposes of the said Branch. Provided that if no part of the said Branch shall be open for public traffic by the 31st December 1902 the foregoing provisions of this clause shall cease and determine. And the Secretary of State shall thenceforth and until some part of the said Branch shall be open for public traffic be entitled to retain at the end of each half year the amount paid by him and due to him in respect of interest on all principal moneys so raised and on all principal moneys so owing to him as aforesaid for such half year out of the moneys (if any) payable to the Company in respect of such half year under Clause 60 of the Principal Contract.

(2) As soon as any part of the said line is open for public traffic the Secretary of State shall thenceforth and until the whole of the said line shall be open for public traffic be entitled to be paid by the Company out of the net revenue receipts of the Travancore Branch in manner hereinafter provided the amount paid by him and due to him in respect of interest on all principal moneys so raised and on all principal moneys so owing to him as aforesaid and if and so far as such net revenue receipts shall be sufficient for this purpose but if in any half year up to and including the half year ending the 31st December 1902 the net revenue receipts are not sufficient for this purpose the whole of such difference shall between the Company and the Secretary of State be borne by the Secretary of State.

(3) As soon as the whole of the said line shall be open for public traffic or (if any part of the said line is open for public traffic on the 31st December 1902) from and after the 31st December 1902 whichever shall first happen the Secretary of State shall thenceforth be entitled to be paid by the Company in manner hereinafter provided the amount paid by him and due to him in respect of interest on all principal moneys so raised and all principal moneys so owing to him as aforesaid.

As to the Earnings of the Travancore Branch.

17—(1) A separate account shall be kept by the Company of the "gross earnings" of the Travancore Branch.

(2) The "working expenses" of the Travancore Branch for each half year shall for the purposes of the provisions herein contained be taken to be such a sum as bears the same proportion to the gross earnings of the said line during such half year as the working expenses for that half year of the Company's undertaking for the time being (including the Travancore Branch) and all other charges (if any) to revenue account properly chargeable to that half year bear to the gross earnings of the undertaking including the Travancore Branch for that half year.

(3) The sum remaining in each half year after deducting from the gross earnings of the Travancore Branch the working expenses of such line for the half year as above defined shall be "net earnings" and from

such sum shall be deducted such sums (if any) as according to the rules for the time being in force of either the State Railway Provident Institution or the Company's Provident Institution respectively shall from time to time be payable with the sanction of the Secretary of State to or for the purposes of either or both of those Institutions (such sums being contingent on the amount of the net earnings of the said line). The amount of earnings of the said line remaining after making this payment shall for the purposes of this Contract be the "net revenue receipts" of the Travancore Branch.

18. The "net revenue receipts" of the Travancore Branch for each half year shall subject to the provisions of Clause 16 of this Contract be applied in the following manner and in the following order that is to say :—

- (1) In payment to the Secretary of State of the amount paid by him in respect of interest upon the debentures or debenture stock issued under the provisions of this Contract for the purposes of the Travancore Branch.
- (2) In payment to the Secretary of State of the amount (if any) due to him in respect of interest on the principal moneys for the time being owing to him in respect of advances made by him under Clause 7 of this Contract for the purposes of the Travancore Branch.
- (3) And the residue (if any) shall be divided between the Company and the Secretary of State in the proportions in which the residue of the net revenue receipts of the undertaking are divisible under the provisions of Sub-section (4) of Clause 60 of the Principal Contract.

Provided that if in any half year the net revenue receipts of the Travancore Branch shall not be sufficient to meet the payments to be made thereout under Sub-sections (1) and (2) of this Clause such deficiency shall be borne and made good by the Secretary of State and the Company in the following manner that is to say such deficiency shall be attributed to the section of the said Branch which is within the Native State of Travancore and the section of the said Branch which is outside the said Native State in proportion to the capital cost of the said sections respectively and as between the Secretary of State and the Company so much of such deficiency as is attributable to the section of the Branch within the said Native State shall be borne by the Secretary of State and so much of such deficiency as is attributable to the section of the said Branch outside the Native State shall be borne and made good by the Secretary of State and the Company in the proportions in which the residue of such net revenue receipts would have been divisible between them had there been any such residue and the Secretary of State shall be at liberty to deduct the Company's share of such deficiency in any half year from the moneys (if any) payable to them under Clause 60 of the Principal Contract in respect of that half year and (if such moneys are not sufficient to make good the Company's said share) from the moneys payable to them under this clause and that clause in respect of the next succeeding half year.

Termination of Contract.

19. In addition to the funds to be refunded to the Secretary of State on the termination of the Principal Contract under Clause 9: of that

such sum shall be deducted such sums (if any) as according to the rules for the time being in force of either the State Railway Provident Institution or the Company's Provident Institution respectively shall from time to time be payable with the sanction of the Secretary of State to or for the purposes of either or both of those Institutions (such sums being contingent on the amount of the net earnings of the said line). The amount of earnings of the said line remaining after making this payment shall for the purposes of this Contract be the "net revenue receipts" of the Travancore Branch.

18. The "net revenue receipts" of the Travancore Branch for each half year shall subject to the provisions of Clause 16 of this Contract be applied in the following manner and in the following order that is to say :—

- (1) In payment to the Secretary of State of the amount paid by him in respect of interest upon the debentures or debenture stock issued under the provisions of this Contract for the purposes of the Travancore Branch.
- (2) In payment to the Secretary of State of the amount (if any) due to him in respect of interest on the principal moneys for the time being owing to him in respect of advances made by him under Clause 7 of this Contract for the purposes of the Travancore Branch.
- (3) And the residue (if any) shall be divided between the Company and the Secretary of State in the proportions in which the residue of the net revenue receipts of the undertaking are divisible under the provisions of Sub-section (4) of Clause 60 of the Principal Contract.

Provided that if in any half year the net revenue receipts of the Travancore Branch shall not be sufficient to meet the payments to be made thereout under Sub-sections (1) and (2) of this Clause such deficiency shall be borne and made good by the Secretary of State and the Company in the following manner that is to say such deficiency shall be attributed to the section of the said Branch which is within the Native State of Travancore and the section of the said Branch which is outside the said Native State in proportion to the capital cost of the said sections respectively and as between the Secretary of State and the Company so much of such deficiency as is attributable to the section of the Branch within the said Native State shall be borne by the Secretary of State and so much of such deficiency as is attributable to the section of the said Branch outside the Native State shall be borne and made good by the Secretary of State and the Company in the proportions in which the residue of such net revenue receipts would have been divisible between them had there been any such residue and the Secretary of State shall be at liberty to deduct the Company's share of such deficiency in any half year from the moneys (if any) payable to them under Clause 60 of the Principal Contract in respect of that half year and (if such moneys are not sufficient to make good the Company's said share) from the moneys payable to them under this clause and that clause in respect of the next succeeding half year.

Termination of Contract.

19. In addition to the funds to be refunded to the Secretary of State on the termination of the Principal Contract under Clause 9: of that

such sum shall be deducted such sums (if any) as according to the rules for the time being in force of either the State Railway Provident Institution or the Company's Provident Institution respectively shall from time to time be payable with the sanction of the Secretary of State to or for the purposes of either or both of those Institutions (such sums being contingent on the amount of the net earnings of the said line). The amount of earnings of the said line remaining after making this payment shall for the purposes of this Contract be the "net revenue receipts" of the Travancore Branch.

18. The "net revenue receipts" of the Travancore Branch for each half year shall subject to the provisions of Clause 16 of this Contract be applied in the following manner and in the following order that is to say :—

- (1) In payment to the Secretary of State of the amount paid by him in respect of interest upon the debentures or debenture stock issued under the provisions of this Contract for the purposes of the Travancore Branch.
- (2) In payment to the Secretary of State of the amount (if any) due to him in respect of interest on the principal moneys for the time being owing to him in respect of advances made by him under Clause 7 of this Contract for the purposes of the Travancore Branch.
- (3) And the residue (if any) shall be divided between the Company and the Secretary of State in the proportions in which the residue of the net revenue receipts of the undertaking are divisible under the provisions of Sub-section (4) of Clause 60 of the Principal Contract.

Provided that if in any half year the net revenue receipts of the Travancore Branch shall not be sufficient to meet the payments to be made thereout under Sub-sections (1) and (2) of this Clause such deficiency shall be borne and made good by the Secretary of State and the Company in the following manner that is to say such deficiency shall be attributed to the section of the said Branch which is within the Native State of Travancore and the section of the said Branch which is outside the said Native State in proportion to the capital cost of the said sections respectively and as between the Secretary of State and the Company so much of such deficiency as is attributable to the section of the Branch within the said Native State shall be borne by the Secretary of State and so much of such deficiency as is attributable to the section of the said Branch outside the Native State shall be borne and made good by the Secretary of State and the Company in the proportions in which the residue of such net revenue receipts would have been divisible between them had there been any such residue and the Secretary of State shall be at liberty to deduct the Company's share of such deficiency in any half year from the moneys (if any) payable to them under Clause 60 of the Principal Contract in respect of that half year and (if such moneys are not sufficient to make good the Company's said share) from the moneys payable to them under this clause and that clause in respect of the next succeeding half year.

Termination of Contract.

19. In addition to the funds to be refunded to the Secretary of State on the termination of the Principal Contract under Clause 9: of that

Contract the Company shall thereupon refund to the Secretary of State all moneys advanced by him to the Company under Clause 7 of this Contract which shall not have been previously repaid to him by the Company or expended with his sanction.

In witness whereof SIR ALFRED COMYNS LYALL, G.C.I.E., K.C.B., and SIR JAMES LYLE MACKAY, K.C.I.E., being two Members of the Council of India have hereunto set their hands and seals and the SOUTH INDIAN RAILWAY COMPANY LIMITED have hereunto caused their Common Seal to be affixed the day and year first above written.

Signed, sealed, and delivered by
the said two Members of the
Council of India in the presence
of—

W. H. TREASURE,
India Office,
Solicitor.

A. C. LYALL.

JAS. L. MACKAY.

L. S.

L. S.

The Common Seal of the SOUTH
INDIAN RAILWAY COMPANY
LIMITED was hereunto affixed in
the presence of—

HENRY KIMBER,
Chairman.

HENRY W. NOTMAN,
Managing Director.

Seal of the
South Indian
Railway Company
Limited.

No. XXXVI.

LETTER from the GOVERNMENT of INDIA, FINANCE and COMMERCE DEPARTMENT, to the SECRETARY TO THE GOVERNMENT of MADRAS, REVENUE DEPARTMENT, dated 6th May 1901, No. 2400-S.R. :—

I am directed to acknowledge the receipt of your letter No. 277 (Revenue), dated the 3rd April 1901, requesting sanction to a proposal to export annually 4,000 maunds of salt, free of duty, from the factories at Tuticorin to West Yellopetti, in the Travancore State, under the following conditions :—

- (i) that the salt shall be carried in sealed bags and weighed on arrival;
- (ii) that double duty shall be levied on short deliveries, an allowance of one and a half per cent. being made for wastage; and
- (iii) that this duty shall be credited to the British Government.

2. I am to say that the Governor-General in Council sanctions the proposal.

VII.—COCHIN.

THE Rajas of Cochin belong to the pure Kshatriya caste, and claim to be descended from Cheraman Perumal, the last of the rulers over the territory stretching from Gokaru in North Kanara to Cape Comorin. (*See Malabar, infra.*)

In 1759 the Raja was attacked by the Raja of Calicut, who was expelled by the Raja 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 Haidar Ali. It remained tributary and subordinate to Haidar, and subsequently to his son, Tipu Sultan, until the peace concluded by the latter with the British in 1792, when the claims of Mysore over Cochin were transferred to the British Government. A Treaty (No. XXXVII) had already been concluded with the Raja in 1791, by which he had agreed to become tributary to the British Government for his territories, which were then in the possession of Tipu, and to pay a subsidy of Rs. 1,00,000 annually. After the peace of 1792 the island of Chetuwa Manupuram was leased (No. XXXVIII) to the Raja for ten years.

In 1809 an insurrection took place in Cochin against the British power. This was suppressed, and a fresh Treaty (No. XXXIX) was concluded, by which the Raja agreed to pay, in addition to the previous subsidy of one lakh of rupees, an annual sum equal to the cost of one battalion of native infantry, or 1,76,037 Arcot Rupees, making an aggregate payment yearly, in six equal instalments, of Rs. 2,76,037. The disposal of the subsidy, and the distribution of the force maintained by it, whether stationed within or without the territories of the Raja of Cochin, were left unreservedly to the British Government. The other provisions of the treaty were similar to those of the treaty concluded with the Raja of Travancore in 1805 (No. XXVIII). The annual payment due from the Raja of Cochin to the British Government was subsequently reduced to Rs. 2,40,000, being one-half the amount of the Raja's estimated revenue of the time. At a later period it was fixed at two lakhs, which is its present amount.

The late Raja of Cochin, Ravi Varma, who succeeded to power on the death of his brother in 1853, was guaranteed in 1862 the right of adoption (*see* No. XXX) for himself and future rulers of Cochin. He died in

1864, and was succeeded by Rama Varma, then 28 years of age who, in 1871, was created a Knight Commander of the Star of India.

In 1865 certain fiscal restrictions in Cochin were removed. The arrangement differs from that made with Travancore (*see* No. XXXI) only in respect to the inclusion in the guarantee of the average receipts from the import duty on foreign tobacco. The duties on the other articles specified were fixed with reference to the actual receipts of 3 previous years. In June 1871 Rs. 75,291-10-10 were paid as compensation to the Cochin Darbar, but since 1900 the payment has amounted to Rs. 1,10,500 a year. No formal agreement was concluded with the Cochin State.

In 1869 a slight adjustment of boundaries was effected between the Cochin Darbar and the Madras Government. The modification is explained in a Notification of the 6th October 1870 (No. XL).

Raja Rama Varma died in 1888, and was succeeded by his brother, Vira Kerala Varma, who, whilst heir-apparent, had been created a Knight Commander of the Indian Empire. At his death in 1895 Raja Vira Kerala Varma was succeeded by his cousin, Rama Varma, who was born in 1852. Raja Rama Varma was created a Knight Commander of the Star of India in 1897, and a Knight Grand Commander of the same Order in 1903.

With a view to co-operating with the Government of India in the suppression of smuggling, the Darbar undertook in 1900 to obtain all opium, and in 1901 all ganja, required for consumption in the State from the Government storehouses in the Madras Presidency.

In 1899 the Raja ceded full and exclusive power and jurisdiction of every kind over the lands which were, or thereafter might be, occupied by the Shoranur-Cochin Railway (No. XLI); and in 1901 an Agreement (No. XLII) was made between the Raja and the Madras Railway Company for the construction, working, and maintenance of the railway by the latter. The railway was opened to traffic in 1902. In 1903 the Government of India consented to the Darbar raising a loan of ten lakhs of rupees at 4 per cent. interest, repayable in 15 years, to complete the construction of the railway from Shoranur to Ernakulam and of a forest tramway. The Darbar undertook to set aside for repayment of the loan and interest the sum of Rs. 1,10,500 a year which is paid to it under the Interportal Trade Convention of 1865 (*see* No. XXXI).

In 1903 the Darbar entered into an agreement with the Hyderabad Government for the mutual waiving of claims on account of expenditure incurred in connection with the subsistence and transit of accused persons and cattle surrendered by the one State to the other. A similar arrangement was made in 1904 with the Mysore Darbar.

The Government of India have consented to the exercise of jurisdiction over European British subjects in Cochin by the Cochin Courts in certain cases. (*See Travancore, supra.*)

In the Cochin, as in the Travancore State, the line of succession is through females.

The area of Cochin is 1,361½ square miles ; the population, by the census of 1901, is 812,025 ; and the gross revenue about thirty lakhs of rupees. The military force consists (1905) of 16 cavalry, 287 infantry, 22 artillery men, and 4 guns classed as serviceable.

The political charge of Cochin is held jointly with that of Travancore by the Resident in the latter State.

The Raja receives a salute of 17 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

No. XXXVII.

TREATY concluded with the RAJAH of COCHIN in 1791.

Parampadapoo 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 Paravantaney the following dependencies:—

Treshour.
Paravantaney.

Paragom and Parumanum.
Yennamakel.

Chettalipillee.

The district of Tallapellie.
The district of Mooburkarah.

The district of Parattoo Vedee.
The villages 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 abovementioned 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 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 above mentioned 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 

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 written 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.

(Sd.) W. MEADOWS.
 " CHARLES OAKELEY.
 " JOHN HUDLESTON.


 The
 Company's
 Seal.

NO. XXXVIII.

TREATY with the RAJAH of COCHIN for the lease of CHETTAWAH MANAPOORAM.

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, *vis.*, the island Chettewah Manapooram, exclusive of the Cheral lands of Pudewatara, Alume, and Kanru, in which last is the Rajah's temple of Trevangecolum and of the Pagoda Teriparattu, the Honourable the Governor 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:—

1st.—That the said Rajah shall pay annually during the terms aforesaid the sum of Rupees thirty thousand clear of all deductions of three instalments, *vis.*, 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.

2nd.—That the authority of the judicial courts established by the late Commissioners shall be in force throughout the districts of Chettewah Manapooram.

3rd.—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.

4th.—That in case any complaints shall be made by the inhabitants of Chettewah of oppression by the Rajah or his Karegars, 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 collection of the island of Chettewah will be resumed by the Company's officers.

NO. XXXIX.

TREATY OF PERPETUAL FRIENDSHIP and SUBSIDY between the HONOURABLE THE ENGLISH EAST INDIA COMPANY BAHADOOR and the RAJAH of COCHIN—1809.

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 Hilario 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 I.

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 Bahadour 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.

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 Bahadour 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 revenues, 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 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 seture 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 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 Hilary 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.

(Sd.) G. H. BARLOW.

„ W. PETRIE.

„ T. OAKES.

„ J. CASAMAJOR.

By the Honourable the Governor in Council.

(Sd.) A. FALCONAR,

Chief Secretary to Government.

Ratified in Council on the 17th October 1869.

(Sd.) MINTO.

„ G. H. BARLOW.

„ T. OAKES.

„ J. CASAMAJOR.

By the Right Honourable the Governor-General in Council.

(Sd.) A. FALCONAR,

Chief Secretary to Government.

No. XL.

NOTIFICATION relating to the ADJUSTMENT of BOUNDARIES between the MADRAS PRESIDENCY and the COCHIN STATE.

Fort St. George, 6th October 1870.

Whereas the Governments of Fort Saint George and Cochin having mutually agreed to transfer one to the other the outlying portions to their respective territories noted in the margin, it is hereby notified that the deshom of Tekamangalum will henceforth be considered as an integral portion of the British possessions in India, and will form part of the amshom of Perur in the taluq of Waluvanad and district of Malabar, and that the deshoms of Parkallam and Kotai at present in the Ponany taluq of the Malabar district will be included in the territory of the Cochin Sircar. The Cochin Sircar have agreed not to raise the assessment on the cultivated lands in the last-mentioned deshoms without the special sanction of the Government of Madras. Waste lands will, however, be assessed as they are brought under cultivation, and lands in process of reclamation will be assessed according to the terms of the Cowle-deeds granted by the British Government.

- | | |
|--|------------------------------------|
| 1. Tekamangalum, belonging to Cochin Sircar. | } Belonging to British Government. |
| 2. Parkallam. | |
| 3. Kotai. | |

The transfer will date from the 22nd September 1869.

By Order of His Excellency the Governor in Council.

(Sd.) R. A. DALYELL,

Acting Secretary to Government.

[*Note.*—From the *Fort St. George Gazette*, dated 11th October 1870, page 1309.]

NO. XLI.

AGREEMENT entered into by the RAJA of COCHIN regarding the cession of JURISDICTION on the COCHIN PORTION of the SHORANUR-COCHIN RAILWAY.

I, Rama Vurmah, Raja of Cochin, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are, or may hereafter be, occupied by the Shoranur-Cochin Railway (including all lands occupied for stations, for outbuildings, and for other railway purposes), and over all persons, and things whatsoever within the said lands.

THE PALACE, TRIPUNITHURAI, (Sd.) P. RAJAGOPALA CHARI,

The 22nd day of August 1899.

Diwan of Cochin.

(Sd.) RAMA VURMAH,

Raja of Cochin.

 NO. XLII.

COCHIN RAILWAY AGREEMENT.

*Working Agreement between His Highness Sir Rama Varmah, K.C.S.I.,
Rajah of Cochin and the Madras Railway Company.*

MEMORANDUM of Agreement made this 1st day of January 1901, between His Highness Sir Rama Varmah, K.C.S.I., Rajah of Cochin, and the Madras Railway Company for the construction, working and maintenance of the Shoranur-Cochin State Railway by the Madras Railway Company.

1. Throughout this agreement, unless otherwise stated or unless there is something repugnant in the context, the following terms are to have the meanings set opposite to each of them respectively, namely—

Interpretation.

State.

(a) The word *State* means the State of Cochin.

- The word *Company* means the Madras Railway Company.*
- Traffic.* (b) *Traffic* means everything that is carried over the State Railway.
- (c) *Coaching Traffic* means passengers, horses, carriages, dogs, parcels, luggage and all that is booked at what are commonly known as coaching rates.
- Coaching traffic.*
- (d) *Goods Traffic* means coal, minerals, materials and merchandise of all kinds, also cattle, sheep, etc., and all that is booked at what are commonly known as goods rates.
- Goods traffic.*
- (e) *Telegraph Receipts* include all sums received for telegrams, whether State or private.
- Telegraph receipts.*
- (f) *Capital Expenditure* includes all expenditure of all kinds which under the rules in force from time to time on the Madras Railway would be charged to the Capital account.
- Capital expenditure*
- (g) *Revenue Expenditure* includes all expenditure of all kinds which under the rules in force from time to time on the Madras Railway would be charged to the Revenue account.
- Revenue expenditure.*
- (h) *Stations* include sidings, platforms, points, sheds, tank-houses, wells, water-columns, signals, approaches, roads, buildings for traffic purposes, dwellings for the traffic station staff, furniture, fittings, lamps and other appliances that are required for working traffic, etc., at stations.
- Stations.*
- (i) *Locomotive Premises* include engine-sheds, ashpits, running sheds, repairing shops and all other appliances necessary for maintaining rolling-stock in working order.
- Locomotive premises.*
- (j) *Rolling-Stock* includes brake-vans, water-tanks, goods and coaching vehicles, and locomotive engines which are necessary for working the traffic of the State Railway.
- Rolling-stock.*
- (k) *State Railway* includes all stations, locomotive premises, dwellings for the staff, rolling-stock and the whole of the permanent-way forming part of the Cochin State Railway, which under this agreement will be worked by the Company.
- State Railway.*
- (l) *Local Traffic and Telegraph receipts* are those which relate to traffic and telegrams which do not pass off the State Railway, and include the receipts for traffic and telegrams between the junction at Shoranur and any station on the State Railway.
- Local traffic and Telegraph receipts.*

(m) *Interchanged Traffic receipts* are the share of the receipts due to the State Railway for traffic which passes between stations of the Madras Railway and beyond, to any station on the State Railway, and *vice versa*.
Interchanged traffic receipts.

(n) *Gross Receipts* include the State Railway share of all local and interchanged traffic receipts, all sums received for rent, and all other sums received by the Company on account of the State Railway, including advertisement receipts and refreshment-room profits, sale of unclaimed and damaged goods, licenses to fruitsellers, etc.
Gross receipts.

(o) *Madras Railway local traffic* means all traffic booked or invoiced between Shoranur station and any other station on or beyond the Madras Railway.
Madras Railway local traffic.

(p) *Shoranur-Cochin State Railway local traffic* means all traffic booked or invoiced between Shoranur station and any other station on the State Railway.
Shoranur-Cochin State Railway local traffic.

(q) *Interchanged traffic* means all traffic booked or invoiced between any station, other than Shoranur, of the Madras Railway or beyond that railway and any station other than Shoranur of the State Railway.
Interchanged traffic.

(r) *Madras Railway through traffic* means all traffic from any Madras Railway station on one side of Shoranur or beyond, to any Madras Railway station on the other side of Shoranur station or beyond.
Madras Railway through traffic.

(s) *Net earnings* are the balance of gross receipts after deducting payments for working charges including the first contribution to the Madras Railway Provident Institution and the share of interest on Shoranur Joint station, as laid down in clauses 17, 19 and 20.
Net earnings.

2. The Company agrees to construct the State Railway making no charge therefor beyond the salaries, allowances and Provident Institution contributions of all staff transferred to or specially engaged for the work; such percentages only will be charged in the manufacture and supply of stores as are charged to the Government of India for work carried out in the Company's workshop or for stores supplied; also such actual out-of-pocket expenses, whether in England or in India, as would not have been incurred but for the Company having agreed to construct the State Railway.
Construction clause.

3. The State Railway, with its complete equipment and all conveniences necessary for the working of its traffic, after construction and completion as above, will be taken charge of by the Company on the day of its official opening for traffic; and from that date and during the currency of
The Company to work the State Railway.

this agreement (see clause 4) it will continue to be worked by the Company as part of its own undertaking in all respects as if it actually belonged to the Company, subject only to the same control of the Government through the Consulting Engineer to the Government of Madras as is provided in the Company's own contract with the Secretary of State for India in Council; the intention being that for working purposes the State Railway is to be considered and dealt with exactly as if it were the property of the Company except as to the provision of funds for capital expenditure.

4. This agreement is to remain in force until the termination of the present contract, dated the 2nd January 1871, between the Secretary of State for India in Council and the Company.
- Period of agreement and notice of termination.
5. The State will provide free of cost any land that may at any time be required for the use or extension of the State Railway.
- Land.
6. The State will also provide all necessary funds that may be required for capital expenditure on the State Railway, and the work will be carried out by the Company's staff, no supervision charge being made beyond the cost of any staff specially engaged for particular works (*vide* clause 2).
- Capital expenditure.
7. All other expenditure than that specified in clauses 5 and 6 will be borne by the Company and will be covered by the payment alluded to in clauses 17, 19, 20 and 21.
- Revenue expenditure.
8. Rates and fares will be those published from time to time as generally applicable to the system of railways worked by the Company.
- Rates and fares.
9. No terminals will be charged on coaching traffic, but on goods traffic a terminal charge of 4 pies per maund may be made at each of the stations of origin and destination.
- Terminal charges.
10. The Company will have the power to alter the rates as found to be desirable for the encouragement of traffic—all alterations being duly recorded in the minutes of the ordinary official meetings.
- Alteration of rates.
11. The provisions regarding telegraphs and the services to be rendered to the Secretary of State in regard to the carriage of mails and Postal servants. Government servants, and military stores over the State Railway will be the same as those in force on Indian State Railways from time to time.
- Telegraph and Post office concessions.
12. The Company will be responsible, as between the State Railway and the public, for all accidents, losses, or damages of all kinds upon the State Railway, except such as
- Responsibility for accidents.

are caused by earthquakes, war or civil commotion, the act of God or of the King's enemies, extraordinary casualties from exceptional rainfall, or damages by floods, landslips, bursting of tanks or other irrigation works, or of rivers, for all of which the State will be pecuniarily responsible.

13. The Company will provide and pay for the necessary staff, stores, Provision of staff, stores, etc., required for the working of all descriptions of traffic over the State Railway.
etc.

14. The Company will have entire control of the train and traffic arrangements of the State Railway, and shall, during Control of traffic. the continuance of this agreement, cause to be run upon the State Railway as many trains and at such times as the traffic shall from time to time require.

15. The Indian Government Telegraph Department will provide and maintain the wires required for the necessary lines of telegraph. The Company will provide and maintain all telegraph and telephone instruments, all electrical appliances, and the staff required for their working. The Government charges on account of the wires, and the maintenance charges in respect to instruments, together with the cost of the working and supervising staff will form part of the working expenses of the combined system. The first cost of telegraph and telephone instruments and of any other electrical appliances provided by the Company will be charged to the Capital construction account of the State Railway.
Telegraphs.

16. (a) The Company shall record and keep in a proper manner full and particular accounts of all transactions in any way relating to the State Railway. All receipts will be collected and treated as receipts of the Madras Railway. As soon as the accounts for each half-year shall have been made up and passed by the Government of Madras and the payments defined in clauses 17, 19, 20 and 21 shall have been deducted, the balance will be paid into the Bank of Madras for credit of the State.
Accounts.

(b) The gross receipts of the State Railway will be kept separate and distinct.

(c) A full statement of accounts will be furnished by the Company half-yearly to the State, and the Company will also furnish a weekly statement of the State Railway traffic earnings in the usual form.

17. The charge to be made by the Company for working the State Remuneration to the Com- Railway shall be the same proportion of the total pany for working the State revenue expenditure as the gross earnings of the Railway. State Railway bear to the gross earnings of the Madras Railway system, including the State line. After providing from the net earnings, for the second contribution to the Madras Railway Provident

Institution under clause 21, and for interest at the rate of 3 (three) per cent. per annum on the booked capital expenditure of the State Railway including land, the balance shall be considered as "surplus profits" and shall be divided between the State and the Company in the proportion of four-fifths to the State and one-fifth to the Company.

18. Stocks of all necessary stores for the traffic working of the State line will be maintained by the Company at its own expense. Imprest reserves of stores required for the maintenance of the way and works and rolling stock will be provided and maintained at the charge of the capital of the State Railway capital being credited and working expenses debited from time to time with the value of all such stores used up for revenue purposes.

19. The necessary expenditure to render the station buildings of the Madras Railway at Shoranur available for use as a joint station will at all times be undertaken by and at the cost of the Company. Interest will be charged upon the total cost of the joint station premises, as per schedule annexed, at the rate of 5 per cent. per annum; but in consideration of the Madras Railway through traffic (as defined in paragraph (r) of clause 1 of this agreement) with which the State Railway is not concerned, one-fifth of the interest on the cost of the Shoranur joint station shall be paid by the Company and the remaining four-fifths of that amount shall be paid by the State and Company's Railways in proportion to the weight of their local and interchanged traffic at Shoranur. The weight of coaching traffic shall be reckoned according to the usual scale as follows: For each passenger of whatever class $\frac{1}{10}$ ton. Parcels at actual weight.

20. The payment by the State of their proportion of the interest on the cost of joint buildings shall be in addition to the proportion of gross earnings for ordinary working expenses, etc., to be charged by the Company under clause 17.

21. One per cent. will be deducted from the net earnings (exclusive of the first contribution) of the State Railway as a second contribution to the Company's Provident Institution.

22. Should the State Railway cease for any cause to make use of the Shoranur joint station, the amount of compensation to be paid to the Company for capital expenditure incurred to render that station fit for use as a joint station, shall be determined by mutual agreement or, if necessary, by arbitration as provided for in clause 23.

23. In the event of any difference of opinion arising upon any of the terms of this agreement between the State and the Company, the matter

shall be referred to the Consulting Engineer to the Government of Madras, whose decision shall be final and binding upon all parties.

P. RAJAGOPALA CHARIYAR,
Dewan of Cochin.

LOUIS S. MOSS,
Agent and Manager, Madras Ry.

VIII. MALABAR COAST.

Of the three great ancient kingdoms of Southern India, namely, Chera Chola, and Pandya, the first, Chera (a name which is still applied to the *nad* or district of Chera in Malabar), lay to the west, and included nearly the whole of the Malabar Coast.

The history of Chera is fragmentary, but suffices to show that a high state of civilization and a well ordered political system existed at a very early period. In the third century B.C., one of King Asoka's edicts, graven on a rock at Girnar, mentions Keralaputra (the ruler of Kerala) along with Chola and Pandya, and in the first two centuries of the Christian era the name re-appears in the *Cælobothras* of Pliny, in the *Keprobotros* of the *Periplus Maris Erythræi*, and the *Kerobotos* of Ptolemy. These authors emphasize the great trade of the country with Rome, which at a later period justified the presence of two cohorts at Cranganore for its protection, and the early poems and anthologies of Tamil literature mention the names of several Chera kings. Mouziris or Cranganore was the metropolis of trade, and Vanji or Karur, variously identified with Tiruvanjikulam near Cranganore, and with Tiru-karur further inland, was the seat of Government.

With the close of the second century A.D., the history of Kerala becomes well nigh a *tabula rasa* for several hundred years, the very name dropping out of all authentic records. Epigraphic research has revealed the names of eight Chera kings of the period, but little is known of them but their names, and it is impossible to correlate them with one another or with better known kings of other dynasties. One of them, Bhaskara Ravi Varma, whose date is ascribed to the eighth century, bestowed upon the Cochin Jews, then domiciled at Cranganore, certain rights and privileges which the so-called Black Jews still exercise, and, as in a still extant copper plate he regulated the dues of the Tirunelli Temple in north Wynad. Kerala, in his time, must have extended over the crest of the Western Ghats. Sthani Ravi, whose date is approximately the same, bequeathed to posterity a copper plate granting the site of a Church to the Syrian Christian community, as well as rights and privileges very similar to those of the Jews. Contemporary south Indian history shows that in the tenth and three following centuries Kerala was constantly overrun by invaders from the east of the ghats, but Ravi Varma, who ascended the throne of his father, Jayasimha, in 1309, seems to have extended his

conquer as far as Conjevaram in Chengalpat. His successor, Vira Raghava Chakravarti, was apparently the last of his line. His name lives in a single copper plate, now in the possession of the Syrian Christian community at Kotayam in Travancore, dated, according to the latest expert opinion, March 15th, 1320 A.D.

The downfall of the Perumals was probably caused by the growing power of their great vassals, the Rajas of Travancore and Cochin, the Zamorin and the Kolattiri in particular, and there is the authority of the Moslem traveller, Ibn Batuta, for the statement that in the middle of the fourteenth century twelve kings were ruling on the Malabar Coast. The Zamorin, supported by the Moors, was particularly aggressive, and by 1498, when the Portuguese first appeared on the scene, had made himself predominant in Malabar proper. The Kolattiri in the north was strong enough to resist aggression, but the Zamorin had absorbed many of the small principalities in the vicinity of his capital, Calicut; had made himself suzerain of others; and had encroached upon the domains of his two most powerful neighbours in the east and in the south, the Walavanad and Cochin Rajas.

The Portuguese period lasted for 165 years, till the capture of Cochin by the Dutch in 1663. Their monopoly of trade had come to an end some thirty years previously. In 1635 a small English factory had been established at Cochin, and pepper had been exported for the first time direct to England, and in 1664 two factors settled at Calicut with permission to trade from the Zamorin. From this time till the Mysorean invasion in 1766, the history of Malabar is a record of the struggle between the Dutch, the English, and subsequently the French, who secured a footing on the coast at Malé in 1725, for the rich pepper trade of the country.

Important changes, in the meantime, had taken place in the balance of power among the native princes. The Kolattiri's dominions had been dismembered by various causes; and North Malabar was divided between the Kolattiri in the extreme north, and his two great feudatories, the Kotayam and Kadattanad Rajas, further south. In the Wynad the influence of the Kotayam family and of their connections, the Kurumbranad family, was paramount. In South Malabar the Zamorin was supreme, save for the attenuated domains of the Walavanad and Palghat Rajas. Under the principal Rajas numberless petty chieftains, with varying degrees of independence, ruled each his own small portion of the country

called a *nad*. Throughout the district the system of government was markedly feudal in character.

Of the European nations the Dutch for a time held the upper hand ; but, thanks to their own blunders, their influence among the country powers waned as rapidly as that of the English waxed. Anjengo in Travancore and Tellicherry in North Malabar were the first important settlements of the latter. At Anjengo a site for a factory was secured in 1684 from the Attingal Rani of the Travancore family, and six years later permission was obtained to build a fort. The Tellicherry factory was founded some time before 1699, and fortified in 1708 (No. XLIII). In 1719 they received from the Kurangot Nayar the monopoly of pepper trade in his dominions (No. XLIV), and in 1722, 1725 and 1748, respectively, similar privileges from the Kolattiri and the Rajas of Kadattanad and Kotayam (Nos. XLV, XLVI, and XLVII). Their territorial possessions were extended by the acquisition in 1731 of the gardens of 'Palatady and Cottudali' still a part of the Anjengo settlement (No. XLVIII), and of the island of Darmapat-tanam in 1734 (No. XLIX), and the fort of Madakkara in 1736 (No. L), and in 1749 the whole island of Madakkara was made over to them with all the attributes of territorial sovereignty.

The Dutch at Cannanore fort, which they sold in 1771 to the Ali Raja, gave little trouble, but from 1725 onwards the Tellicherry factors waged almost constant war with the French at Mahé. In 1760 they gained their first important success, when the first of the three capitulations of Mahé took place, and the exclusive privileges of trade, which they acquired over a great part of Malabar at this period, illustrate their great influence on the coast. In 1760 they obtained from the Kolattiri Regent the privilege of collecting customs duties within his dominions in consideration of a fixed quit-rent of 21,000 silver fanams, or Rs. 4,200 a year. They also obtained the mortgage of Randatara in payment of a loan which the feudal chieftains of that district (subordinate to the Kolattiri Regent) had contracted. The grant of Randatara by the Kolattiri Regent was confirmed by a subsequent agreement on the 23rd March 1765, by which time the debt had not been paid off, and again on the 16th May of the same year the rents to be collected from the district were fixed, and the chieftains promised to be, and remain, faithful to the English, and to assist them when required with 500 Nayars.

Nos. LI to LIX form some of the principal Engagements contracted with the Malabar and Kanarese Chiefs before the invasion of their country by Haidar Ali from Mysore. It is unnecessary here to enter into any detailed history of these engagements, and the many similar agreements that were made before Haidar Ali's conquest.*

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. This spirit of conquest was one among other reasons which led to the invasion of his dominions by Haidar Ali, who in 1766 reduced the whole country from Chirakkal to Cochin. The Chiefs of Cochin, Kurangott, and Randatara, subordinate to the Dutch, French, and English Companies, respectively, were allowed to retain their possessions; but the others were driven out and the management of their States was entrusted to Madanna, in south Malabar, and to Ali Raja, the Mappilla Chief of Cannanore in the north.

During the war which broke out between the British Government and Haidar 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 Rajas were again expelled. In the northern districts the Raja of Kadattanad submitted to Haidar, and the Kolattiri Regent was confirmed by Haidar in his possessions, and in Kottayam and Iruvalinad, on condition of paying tribute. In the treaty of peace† concluded with Tipu Sultan in 1784, the Rajas of Tanjore and Travancore were the only allies of the British whose protection was specifically guaranteed; and this left Tipu free to wreak his vengeance for past acts of hostility on the part of the Malabar Chiefs who had co-operated with the British against him at the siege of Tellicherry and elsewhere. In a few years Tipu again drove most of the Rajas and their families from the country by his attempt forcibly to convert them to the Muhammadan faith.

In the war of 1790 the Nayers and Mappillas were encouraged to throw off their dependence on Tipu Sultan by a promise of protection on condition of their becoming subjects and dependants of the British Government. Accordingly, on the 4th May 1790, deeds were given to the Kolattiri Regent, to the Raja of Kadattanad, and to the Regent of Kottayam, promising to include

* Mr. Logan's "Malabar" and his "Treaties, etc., relating to British affairs in Malabar" may be consulted for further details.

† See Mysore.

them as allies in any treaty which the British Government might make with Tipu. A similar deed was given to the heir-apparent of the Zamorin. After Tipu's troops were expelled from Kurangott, the Nayar of that district was allowed to resume possession of his country, but he soon after renewed his connection with the French in the settlement at Mahé and acknowledged his dependence on them. The Mappilla ruler of Cannanore sided with Tipu, but on the reduction of her fort she submitted to the British Government unconditionally. Before the end of the year 1790 Tipu's army was driven out of the whole of the Malabar country; the Rajas both in the north and the south were restored, and their territories, with the exception of those of Nelisharam, Vetal Hegra, Kumli, Bangar (in the South Kanara district), and Wynad in Malabar were included in the cessions made to the British Government under the treaty of 1792. Wynad was long regarded as an "equivocal possession" and in 1798 was definitely pronounced by the Governor-General to be a part of Tipu's dominions. In the following year, however, it was ceded by the Partition Treaty which followed the fall of Seringapatam.

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 Rajas did not at first acquiesce in the assumption of the sovereignty of the country by the British, 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 Rajas 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 Rajas agreed to a joint 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, presid-

ed over by British officers, 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 the present collection. The earlier Engagements made with them, before they had lost their political status have been included as Nos. LX to LXXVIII.

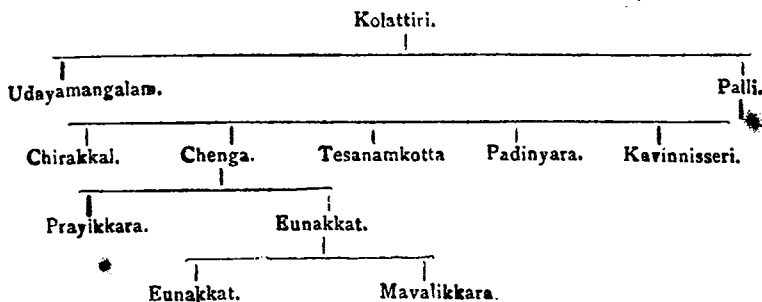
The town of Cochin was captured from the Dutch in 1795 (No. LXXIX) and in the same year Tangasseri fell into the hands of the British. In 1799 Coorg, which hitherto had been included in Malabar, was placed under a separate political officer.

The administration of the Malabar District was transferred from the Presidency of Bombay to that of Madras on the 1st July 1800. Finally on the 15th November 1806, by which time the whole of the Malabar District, except Cannanore, had been taken under the direct revenue management of the Company, an Engagement (No. LXXX) was entered into with the Zamorin, guaranteeing to him and his family a malikana allowance, calculated at the rate of 20 per cent. on the revenues of the year 1800-1801, of the territories of which he was in possession at the time of the Mysore invasion. Similar malikana allowances were granted to the other chieftains, but no formal engagements were made with them. The allowances were made liable to forfeiture on proof of disloyalty or misconduct. These malikana holders are not in any sense zamindars.

Cochin State was transferred to the control of the Resident in Travancore in 1809, and Mahé, which, for the third time in its history, had opened its gates in 1793, was restored in 1817 after the conclusion of peace with France (No. LXXXI). Two years later the French Loge at Calicut was handed over (No. LXXXII), and in 1853 the aldees or out lying portions of French territory round Mahé were delivered up (No. LXXXIII). The small isolated settlements of Tangasseri and Anjengo have been leased to Travancore since 1822 and 1819 respectively, the inhabitants remaining under British protection "in all cases of a civil and police nature". The leases are under revision. The collection of the land revenue has been taken over by the British Government, and the lease of the revenues derived from salt, abkari, opium, customs, and tobacco has again been offered to the Travancore Government for a lump sum of Rs. 7,000.

Mana Vikrama, the late Zamorin, or first Raja, of Calicut, received the personal title of "Maharaja Bahadur" in 1878, and was created a Knight Commander of the Indian Empire on the 25th May 1892. He died on the 6th August 1892. The malikana allowance to the family amounts to Rs. 1,34,000 in round numbers.

The rule of succession in Malabar families is peculiar.* A father stands in no recognised legal relationship to his own children, who inherit their mother's property and not their father's. A Malabar *taravad* or family corresponds pretty closely to the Roman *gens*, with this fundamental distinction, however, that the members of the *taravad* trace their descent from a common ancestress, instead of from a common ancestor. When the members of a *taravad* divide the common property among themselves, they become split up into separate *taravads*, but when, as in the case of the *taravads* of these Rajas and Chieftains, a large part of the common stock is set aside for the maintenance of the family dignity, a number of separate branches, called *tavazhis*, are in the course of time formed, with no bond to keep them from disintegration into separate *taravads*, except their interest in the common stock so set apart. These branches in the ruling families are usually called after the *Kovilagams* (king's houses) in which their members dwell. Thus among the Kolattiris the family has in course of time split up into many *Kovilagams*, or branches:—



This family is very closely connected with that of the Maharajas of Travancore. The two families to this day observe the custom of death pollution, and adoptions have more than once taken place from the Kolattiri into the Travancore family. The Mavalikkara branch supplied the last adopted heirs to Travancore.

The nominal head of the Kolattiri family is the eldest female member (Achamma) of all these *Kovilakams*, or branches, and her rank is styled *Muppasthanam* (head dignity). She has, however, no share of the common stock set apart for the maintenance of her position. Subordinate to her the eldest five male members of all the branches succeeded by seniority to the following dignities:—

1. The Kolattiri.
2. The Tekkalankur (Southern Regent).
3. The Vadakkalankur (Northern Regent).
4. The Nalamkur (Fourth).
5. The Anjamkur (Fifth).

These titles are now practically in abeyance. There were many dissensions in the family at the time of the Raja of Bednur's irruption into Malabar (1732-39), and in consequence, in 1749, the Udayamangalam branch was cut off from succession to the larger portion of the family territory. Since that time the senior male member of the Palli branch, styled the Raja of Chirakkal, has been recognised as the head of the house.

The Zamorin's family comprises three *Kovilakams*, the Kizhakke (Eastern), Padinyara (Western) and Putiya (New) *Kovilakams*. Each of these has its separate estate, and the senior lady of each *Kovilakam*, known as the Valia Tamburatti, is entitled to manage the property. There are five *sthanams*, or places of dignity, with separate properties attached thereto, which are enjoyed in succession by the senior male members of the *Kovilakams*. In order of dignity, these are the (1) Zamorin, (2) the Eralpad, or second Raja of Calicut, (3) Munalpad, (4) the Etatralpad and (5) the Natutralpad. The senior lady of the whole family, who is known as the Valia Tamburatti, also enjoys a *sthanam* with separate property, known as the Ambati *Kovilakam*. The full title of the Zamorin is Raja Sri Manavikrama Raja, Zamorin of Calicut. The Eralpad, the heir of the Zamorin, has the complimentary title of Raja.

Even in the Mappila families in North Malabar, which are Muhammadan, 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 Raja, the prince of the deep or sea. One of these

was succeeded by his niece, whose husband died during the siege of 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, recognised her distant female relative to the exclusion of her son. But in 1863 on the appeal of the son, Ali Raja, and after further investigation of the case, his right to the succession was recognised. He died in 1870 and was succeeded by his nephew, Ali Raja. Since 1899 Muhammad Ali Raja has been the head of the family.

The Cannanore family, at first tributary to the Kolattiri, became independent about the middle of the last century. After Haidar Ali's conquest of Malabar in 1766 the representative of the family became his ally. Cannanore was taken by the British during the war with Tipu in 1784, an indemnity was exacted from the Bibi, and a tribute of one lakh of rupees was imposed upon her (No. LXXXIV). On the conclusion of peace with Tipu matters reverted to their former position, but when in 1790 war again broke out with Tipu, the Bibi instigated the Mappillas against the Nayars, the Company's allies. Cannanore was taken by storm, the possessions of the Bibi became the right of the British Government by conquest and were included in the cessions made by Tipu. She was, however, allowed to retain her possessions on condition of paying a moiety of her revenues. (For the subsequent history of this family see *Laccadive Islands*.)

Laccadive Islands.—In 1793 the Bibi of Cannanore executed an Agreement (No. LXXXV), engaging to submit to the sequestration of the Laccadive Islands, if it should be ordered by the British Government. Commissioners were sent to investigate the resources of the islands, the treatment of the islanders by the Bibi, the abuses connected with her monopoly of coir, and similar matters. After a tedious negotiation a provisional Agreement (No. LXXXVI) was in 1796 signed by the Bibi, subject to ratification by Government, by which she engaged to pay Rs. 15,000 per annum to the British Government, but the rights of Government to the islands under the agreement of 1793 were in no way altered or relinquished. Owing to the breaking out of the war with France and other considerations, negotiations for the surrender by the Bibi of her sovereignty of the islands; for the reform of their administration; and for the freedom of trade, were not completed, and for many years the Laccadive Islands remained unnoticed.

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In 1848, however, petitions from the islanders complaining of the oppression of the Bibi, attracted attention, and a British officer was deputed to report on the subject. The Bibi's resources having been much crippled by the damage caused by a recent storm, she was compelled to ask for a remission of the peshkash which had fallen much into arrears. The request was granted on the condition that she would introduce the necessary reforms into her administration, but as she declined to do so, the offer of remission was recalled, and her lands at Cannanore were attached for arrears of peshkash. In 1854 the Laccadives were sequestered on a similar account, and brought under British management. The island of Minicoy, which the Bibi claimed as her private property, offered open resistance to the authority of Government, and was not finally brought under control till 1858.

The islands were restored to the Bibi shortly before her death in 1861, with a distinct intimation that, in the event of any acts of oppression or extortion being proved against her or her agents, Government would sequester the islands in order to compel the introduction of good government. During the rule of her son and successor, Ali Raja, the same maladministration continued. Complaints on his part regarding the evasion by the islanders of the monopoly of coir were frequent, and countercharges were brought by them of oppression on the part of the Raja and his agents in collecting the dues. Enquiries conducted on the spot showed that the Raja's authority was completely in abeyance in the three principal islands, and that he was powerless to enforce the monopoly. He died in 1870, and was succeeded by Musa Ali Raja, but no improvement took place in the relations between the Raja and the islanders. At length, as there was no hope of any reform in the administration, as the Raja declined to abolish the monopoly, and as the arrears of peshkash had again accumulated to a large sum, the islands were attached and their administration was assumed by the British Government in 1875.

In 1889 the Madras Government, being of opinion that there was still no hope of any permanent reform if the islands were restored to the Raja, proposed that they should be declared to be British possessions, and that a compensatory allowance should be assigned to the Raja. The Madras Government contended that legally the islands were already British territory, as in 1792 all the territories of the Cannanore Raja had become the possessions of the Company by conquest, and were included among the cessions made by Tipu. The Government of India eventually could not agree in

the view that the islands were British territory. The peshkash being still in arrears, the islands continue to be administered by British officers. The whole question is now under the consideration of the Government of India.

Northern Laccadives.—The inhabitants of the four northern islands revolted in 1785 against the authority of the Cannanore family, and sought the protection of Tipu, who in 1787 allowed the Raja to annex in lieu of these islands a jagir out of the territory of the Raja of Chirakkal. This jagir was re-occupied by the Raja of Chirakkal in 1791: a claim to compensation for the loss of it was put forward by the Bibi of Cannanore in 1821 and conceded by the Court of Directors. A sum of Rs. 5,250, in the form of a remission of the peshkash, is annually paid to the head of the family on this account. The islands form part of the Kanara district.

No. XLIII.

Real escripto do PRINCEPE BADDACALAMCURRO do Pallacio de Paly ao HONERAVEL COMPANHIA INGLEZA na hera de 883 (1708).

A fortaléza de Tallicheira setem ja feito por ter eu rogado é pedid amigavelmente. Por ver e conhesar o amor e amizade que a Companhia tem comigo e como meo Palacio, consedo e dou a fortaléza como seu lemite a Honeravel Companhia, a onde nenhua pessoa terá que demandar procurar e hortelizar. O nosso juncaõ séra obrigad a dar a nos na forma que setem assentad. Hoje Agosto 30 de 883.

Note.—From a copy in the Portuguese manuscripts in the Huzzur records.

Translation.

Royal writing from PRINCE BADACALAMCURO of the Pally Palace, to the HONORABLE ENGLISH COMPANY in the year 883 (1708).

The fort of Tellicherry has been built at the request and entreaties made by me as a friend. To acknowledge the love and friendship which the Company bears towards me and my palace, I give and make over the said fort with its limits to the Honorable Company, where no person shall demand, collect and plant. Our custom house will be obliged to give us what has been settled.

This day, August 20th, 883.

No. XLIV.

Traducção em Portugues da Capitulação de pasque fes com CURUGOTTO NAIRO.

Escrip to do Irvadinato Cariaparraynoru a Mr. Adams, Mayor por Honeravel Companhia Ingleza. Eu por ter usado mal dos sem rezoim feita com Honeravel Companhia consedo, e dou de satisfaçã e por gastos de guerra os seguintes :—

1º.—No Ponole e outros lugares pertesente amim o contrato da Pimenta a fora Honeravel Companhia se outro algum comprar pode reprezare tomar.

2°.—A pimenta que Honeravel Companhia comprar e levar de minhas terras não me pagara o juncaõ.

3°.—O oitero Ramem tenho consedido a Honeravel Companhia. Os lemites do dito oitero começa de acaba nassoma seguinte. Por banda do nassante do dito oitero Ramem athe a onde a caba; por banda de ponente do dito oitero athe o mar Por banda de sul do dito oitero athe o seu fim; por banda do norte de dito oitero athe Tallicheira. Nestes quatro lemites nao heyde plantar arvores noso lugares que forao cortados e destruhides. Nesta forma tenho consedo e dado a Honeravel Companhia com consentimento do Rey e Governo desta terra e dos meus herderos. Por todo referido e escrito, não haverá mudança emquanto durar o sol ea lua. Juro na era de 895 (1719, Setembro 29).

Note.—From a copy in the Portuguese manuscripts in the Huzzar records.

Translation.

Translation in Portuguese of the capitulation of peace made with the CORANGOTTO NAIR.

Writing from Irivadinato Cariaparraynoru to Mr. Adams, Chief of the Honorable English Company.

Having behaved ill towards the Honorable Company without any cause, I cede and give the following as a reparation and on account of the expenses of the war:—

1st.—At Punhõle and other places belonging to me, if any one, save the Honorable Company, buy pepper to deal in, you can seize and take (it).

2nd.—On the pepper which the Honorable Company may buy and convey from my country, no duty need be paid.

3rd.—I give and make over the Ramem hill to the Honorable Company. The limits of the said hill commence and end as hereunder mentioned. On the east, as far as the place, where the hill terminates; on the west as far as the sea; on the south, as far as the place, where the hill ends; on the north, as far as Tellicherry. Within these four boundaries, I will not plant any tree to replace those felled and destroyed. In this manner I have ceded and given to the Honorable Company, with the consent of the King and Governor of this country and of my heirs. The said writing will undergo no change till the sun and moon last. In the year 895 (29th September 1719).

No. XLV.

Real escripto do REY COLASTERI, feito e dado a Companhia Ingleza.

Desde Canharotto athe o rio de Pudupattanaõ, terras dos nossos predecessores nesses que saõ nossus terras, todos os contratos, e fazendas que nellas ouver por junto, e em summa, exceptuando a Companhia O Landeza, damos e autorizamos a Companhia Ingleza para que possa commerciar; e se nestas nossas terras vier outro algum Europeo, ou qual quer estrangeiro contratar, pode entao a Companhia Ingleza em nosso nome punir, empedir e atalhar.

Feyto por nos e entregado ao Mr. Robert Adams por negocios da Companhia Ingleza no costa Malavar, ao 23 de Marco na era de 897 (1722).

Note.—From a copy in the Portuguese manuscripts in the Huzzur records.

Translation.

The Royal writing of the KING COLASTERI made and delivered to the English Company.

All the trades and farms within our and our predecessor's territory from Canharotte down to the river Pudupatnam are all given to the English Company, save that granted to the Dutch Company; and we authorize the English Company to carry on their commerce. If any other European or any other stranger come to this our country, the English Company can, in our name, punish, prevent and drive away.

Made and delivered by us to Mr. Robert Adams for the trade of the English Company on the Malabar Coast, dated 23rd March 897 (1722).

No. XLVI.

Escripto do BAVNOR DE BADDAGARE feito e dado ao Ingles Mr. ADAMS Mayor na costa Malavar por negocios de Honeravel Companhia Ingleza em Tallicheira na a pazi goacaõ das diferença que entre eu e Companhia nos capitulacoim dapas que se fes entre nos assentouse as couzas seguintes.

Primeira mente des de o Janeiro de 901 (1726) por diante naõ goardarey nem darey pousada em Caddatuvaynatto a outro nenhum Europeo.

Segundaria mente desde a era e tempo assima por diante o cardamumo e pimenta de Caddatuvaynato excepto a Companhia Ingleza nao darey nem deixarey dar a outro nenhum Europeo. Prometo de goardar tudo oq. setem assentado e escripto ca sem haver nenhuma differença.

Fevereiro 17 de 900 (1725) escripto no Palacio de Mutungul.

Note.—From a copy in the Portuguese manuscripts in the Huzzar records.

Translation.

Writing of BAVNOR OF BADAGARA made and delivered to the Englishman Mr. ADAMS, the Chief of the Malabar Coast, for the trade of the English Company at Tellicherry.

With the view of settling the difference, which arose between me and the Company, regarding the Peace Capitulation entered into between us, the following resolutions have been made:—

1. From January 901 (1726) and forward, I will not retain, nor give shelter, at Cadattuvaynattu to any other Europeans.
2. From the aforesaid period, I will not give, nor permit to be given to any other European, save the English Company, the cardamom and pepper of Cadattuvaynattu. I promise to conform to all that are here written without any difference. February 17th 900 (1725). Written in the Palace of Mutungul.

NO. XLVII.

Translation of an Olla by the FIRST KING OF COTIOTE and delivered to MR. THOMAS BYFELD, 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 to me, and I will reciprocally supply them with what succours they may stand in need of.

No. XLVIII.

Copia de duas ollas que o REY DE TRAVANCOR ea RAINHA DE ATINGA possaraõ confirmando a serca do Palmar de Palatady e Cottudale concedido a Honeravel Companhia no tempo do Commendor EZAKIAH KING no anno de 1731 Janeyro 10.

As partes de Cherreingue os Palmares de Palatady e Cottudale como deantes o Commandor de Angenga tinha Comprado eno anno de 1721 em 15 de Abril, qdo. (quando) o Commendor de Angenga e dos mais pessoas for ao para Atinga a apresentar Sagoate a Rainha pella treicaõ que os Pullas e Carecarras fazerao matando ao Commendor e apanhando tudo o dinheiro da Honeravel Companhia. Visto haver tantas perdas e dannos a Honeravel Companhia temos consedido o mesmo Palmar a Honeravel Companhia, largand as suas rendas e cortagem das ollas e outro tudos nossos prevelegios que pode a Honeravel Companhia com seus herdeiros gosar estes Palmares para sempre sem empedimento algum em havendo algum empedimento. Somos obrigados de dezempedir e protectar por parte da Honeravel Companhia e por ser assim na verdade consedemos estas confirmaçoim no anno de 1731 Janeyro 10 com os nossos assignados demos ao Commendor Ezakiah King.

Note.—From a copy in the Portuguese manuscripts in the Huzzur records.

Translation.

Copies of two ollas by which the KING OF TRAVANCORE and the QUEEN OF ATENGA confirmed the Grant of the Gardens of Palatady and Cottudals to the Honourable Company, in the time of HEZAKIAH KING, on 10th January 1731.

Towards Cherreingue are the gardens of Palatady and Cottudali, which were formerly bought by the Commander of Anjengo, but when, on the 15th April 1721, he and ten other persons went to Atenga to make presents to the Queen, they were killed by the treachery of Pullays and Karikars, who seized the money of the Honourable Company. Seeing the loss and the lamage thus done to the Honourable Company, we have ceded the same gardens to them, giving up their revenues and the right of cutting trees and all other privileges, which the Company may take and they and heirs may enjoy these gardens without any obstacle or having any obstruction; but we

are obliged to ask for a free passage and protection on the part of the Honourable Company. Thus, in truth, we confirm (the grants) with our signatures to the Commander, on the 10th January 1731.

No. XLIX.

The Royal writ of PRINCE ODEAVARMEN of the Palace of Palli, heir of the King of Colastri. We, of our good will, and pleasure, do give a Grant to the English Company, of the island of Durmapatam, with the Lands lying thereon surrounded by its bordering Rivers, and the said Lands, with the Bars and Rivers thereunto belonging, are accordingly granted by us, the Prince Odeavarmen of the Palace of Palli, in this writing delivered to the present English Chief, Stephen Law, in the month of May, 909-Malabar, (which answers to the year of our Lord 1734), as be it known to our heirs that this is in truth and reality.

No. L.

Royal writing of PRINCE CUNHAMADO of the Palli Palace to the Honourable English Company.

Besides the fortress hitherto granted to the English Company by me and my Predecessors in this Kingdom, I do now empower them to erect another, at the entrance of the river Biliapatam, on the spot called Maddacara, there to enjoy the sole traffic of pepper and cardamoms produced in those parts, and moreover with an intent, that they do prevent the Canarese frequenting with their vessels for molesting me that way. I do also empower the said Company to erect another fortress on the point of Edacaute for the better security of their trade carried on in the country of Randatarra.

Given in March $\frac{1736}{910}$.

No. LI.

TREATY with the PRINCE of CHERICAL in 1756.

ARTICLE I.

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 extend from Canharottu north to the river of Cotta south, the Prince of Cherial promises to assist them with all his people and arms and to use his influence to get succours likewise from the other powers.

Immediately on a French fleet of ships appearing off or on, the Chief of Tellicherry advising of their being seen, the Prince of Cheral 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 Cheral to afford his assistance to expel the French from the country, he promises readily to give 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 Cheral, 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 Princes, 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 Cheral 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, etc., 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 Cheral 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. LII.

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 Randahterra, 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 kindsoever, 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.

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 Pallikulote 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 Cuhangalattu, 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, etc., 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. LIII.

AGREEMENT with the PRINCE of CHERICAL, 1765.

An AGREEMENT made with the actual PRINCE REGENT of CHERICAL on the 23rd of March 1765.

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 (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 Achamars, in the same manner as was done, practised, and agreed upon formerly between my uncles, the Princes of Cherial, 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.

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 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.

(Sd.) THOMAS BYFELD.

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.
Lead 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 places 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.

No. LV.

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 engages to supply 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. LVI.

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, 1759.**

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 abovementioned, 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 firearms, 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 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. LVII.

ARTICLES of the FIRMAUN granted by the RAJAH of BEDNORE to
ROBERT GAMBIER and the GOVERNOR, CHARLES CROM-
MELIN.

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 show 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, etc., 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, kissmisses, cocoanuts, copra, chalb, mungest, tobacco, opium, cotton, salt, brimstone, and toothernague 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, 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 killadars, etc., 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, etc., officers must assist the English all in their power to recover their money, and the English may, if they please, carry the merchants, etc., who owe them money, and keep them prisoners in the factory till they have full satisfaction, and our killadars, etc., 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, etc., 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, betelnut, 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, etc., 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, etc., 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. LVIII.

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 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, etc., 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 will not interfere; but if you cannot recover it yourself, I will assist you and settle the dispute.

N.B.—An hir is equal to an Onore candy, or very few pounds less.

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.

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. LIX.

FIRMAUN from the RAJAH of SOUNDAH in 1760.

Wekrum Servecher, Margeser Buboos 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,

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 will not interfere; but if you cannot recover it yourself, I will assist you and settle the dispute.

N.B.—An *hir* is equal to an *Onore* candy, or very few pounds less.

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.

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 *Fanams*, and also the two and a half *Fanams* allowed on each *Pagoda*, the abatement in his duties will exceed six *Kupees* 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. LIX.

FIRMAUN from the RAJAH of SOUNDAH in 1760.

Wekrum Servecher, Margeser Buboos 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 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.

(Sd.) 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 LX.

CHIEF of TELLICHERRY'S KOWL to the NORTHERN RAJAS—

1790.

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 Pallecolum 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 14th day of May 1790.

(Sd.) 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 Cotiate.

No. LXI.

COMMISSIONER'S AGREEMENT with the RAJAH of CHERICAL
for one year, 1792.

1st.—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.

2nd.—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.

3rd.—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.

4th.—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.

5th.—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.

6th.—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.

7th.—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 show that they have the Company's protection.

8th.—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 not to continue in force unless approved by the Honourable General Abercromby on his return to the coast.

(Sd.) W. G. FARMER.

„ A. DOW.

4th May 1792.

A similar engagement was made with the Rajah of Cartinaad on 26th April 1792.

Also with the Rajah of Cotiote.

No. LXII.

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 Cheral comprising, as per the account delivered by Tippoo Sultan, the following talooks, *viz.*, Cheral, 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.*, Cheral, 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 Chirical 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.

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 anything 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

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 Cheral 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 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 Cheral 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.

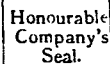
The assessment for this year being rated at so low a sum as Rupees fifty thousand on the representation of the Rajah of the ruined and uncultivated state of the country, the Rajah engages that his representation is justly founded; the Company received the Malabar country in preference to more valuable 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.



(Sd.) WILLIAM G. FARMER.

,, 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 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 26th day of the month of October 1792, concluded at Tellicherry between the Commissioners and Karlavarma, 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. LXIII.

TRANSLATION of the AGREEMENT of the RAJAH of CARTINAAD (CODARVARMA RAJAH) 1793.

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."

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 Governor 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 Court 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. LXIV.

AGREEMENT with the RAJAH of CHERICAL regarding the ADMINISTRATION of his country.

Whereas an agreement for the Malabar year 968, or A.D. 1792-93, was executed by Revyvarma, Rajah of Cherial, with William Gamul Farmer,

whatever at three instalments, *vis.*, the first on the fifteenth Danno, 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 Sbingam.

Note—From the diary of the Malabar Supervisor, dated 2nd April 1795.

No. LXV.

ARTICLES of AGREEMENT between **WILLIAM GAMUL FARMER, ESQ.**, 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 the country. The talooks included in the government of Corimnaad are as follows:—

Cusba Corimnaad Payunad	Kolehaat Payumalla	Thykumpooram Warrakumpooram	Poraye In all seven talooks.
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3rd.—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.

4th.—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.

5th.—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.

6th.—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.

(Sd.) WILLIAM GAMUL FARMER.

„ ALEXANDER DOW.

„ JOHN AGNEW.

„ A. W. HANDLEY.

Seal.

Witness,

Mark of VERAVARMA RAJAH,

Seal.

and seal.

Witness to the above signature

JOHN AGNEW.

A. W. HANDLEY.

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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.

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4th.—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.

5th.—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.

6th.—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.

(Sd.) WILLIAM GAMUL FARMER.

„ ALEXANDER DOW.

„ JOHN AGNEW.

„ A. W. HANDLEY.

Seal.

Witness,

Mark of VERAVARMA RAJAH,

Seal.

and seal.

Witness to the above signature

JOHN AGNEW.

A. W. HANDLEY.

No. LXVI.

TRANSLATION of an EKRARNAMA from VERAVARMA, the
RAJAH of CORIMNAAD—1793.

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 Poorweye, 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, etc., 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 Poorweye in my charge, I shall conform, after the expiration of the appointed term, to such arrangement as the Honourable Company may make concerning these places, providing however that if the Poorweye 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 Poorweye aforesaid which hath for a long time past been and remained annexed to the district of Cotangary which has met with the gentlemen's approbation."

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 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 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 *Cush* 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. LXVII.

AGREEMENT with the RAJAH OF CORIMNAAD regarding the ADMINISTRATION of his COUNTRY.

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 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, *1st*—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 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 *4th* 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 Cochín), 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 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 first 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 collections; 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 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 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, *vis.*, the first on the 15th of Danno, 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 dhummary or batty grounds, if hereafter it shall be found by future reports of the Canoongoes and a more minute investigation that the dhummary 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 purrems or garden grounds, that is to say, four-fifths of the increased Negady realized therefrom.

Note.—From the Malabar Supervisor's Diary, dated 23rd January 1795.

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 Tumulporam 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. LXVIII.

TRANSLATION of the EKRARNAMA or ENGAGEMENT of ALLA COOMBY, ACHEEN of PALGHAT—1793.

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, 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 ekrar-nama 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. LXIX.

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, 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. LXX.

TRANSLATION of the ENGAGEMENT of PUNINGHAT, the NAIR of
MANOOR—1793.

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, etc., 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 Cherpoocherry 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 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 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 30th of June 1793.

The same agreement has been entered into by Koorootur, the Nair of Coongar (Kongad).

The same agreement has been entered into by Kummur, Nair of Yerterra (Edattara).

The same agreement has been entered into by Kumerunram, Nair of Cowlparra (Kavilappara).

NO. LXXI.

TRANSLATION of the EKRARNAMA of RAUJEVARMA, the RAJAH of BEYPOOR—1793.

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 land 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 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 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 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 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. LXXII.

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.

1st.—The whole of the country formerly subject to the catcherry 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							
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

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.

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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
					<hr/>	
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
					<hr/>	
Thus there remains net Rupees	...	...	...	...	38,410	2 0
					<hr/>	

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 Videnom, answering to 1st June 1793.

4th.—The aforesaid amount of Rupees 38,410-2 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.

5th.—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.

6th.—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 anything done tending to prejudice the revenues of the Company; they have to defend the country, and these revenues must pay the troops.

7th.—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.

8th.—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.

9th.—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.

10th.—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 30th July 1792.

(Sd.) W. G. FARMER.

„ ALEXANDER DOW.

Witness—JOHN AGNEW.

„ JOHN DIAS.

The Seal of the Honourable Company.

No. LXXIII.

TRANSLATION of an AGREEMENT with the NAMBYARS of IRVERNAAD—1793.

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 gentlemen 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 kistbundeeds (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 Oman and Vishoo, etc., have been forbidden; so do we also engage not to take from our ryots or from any other Nairs or Mopillas or other 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 landowners 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 14th May 1793.

No. LXXIV.

**AGREEMENT of the NAMBYARS of IRVERNAAD regarding the
ADMINISTRATION of their COUNTRY—1798.**

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

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 Oman and Vishoo, etc., have been forbidden; so do we also engage not to take from our ryots or from any other Nairs or Mopillas or other 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 landowners 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.

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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 Kehaugest Canna, Cernamil Killoo, Caumpariet Chapen, and Chahderole Amboo, Nambyars, to deliver over to the management of them, the said Iruvnaad Nambyars and their agents, the district of Iruvnaad 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 proofs 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, *vis.*, 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 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 Cheengam.

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 hookum-namas 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 Chapen, 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 ekrarnama 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 ekrarnama 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 ekrarnama 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 Smees, 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.

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 Danno, the second on the fifteenth of Meddom, and the third at the end of Cheengam; 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 Cheengam.

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.

(Sd.) CHRISTOPHER PEILE, N.S.

" CAETANO COELHO.

" INLIAO MART BASS.

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 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 district subordinate to the said Zamorin Rajah, as well as in view to corroborate an offer made by Shammath, 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, ekrarramah, *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 seigniorage 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 Samoor, 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 Samoor or Zamorin Rajah Maar Vicrum to deliver over to the management of him, the said Samoor and his agents, the districts of Calicut, Cusba, Kulloomporam, Vadakaporam, Payunaad, Ernaad, Shernaad, Nurvatum, Neringanaad, and Showghat, in as far as regards the detail collection of the revenues of the said districts (with the reservation of the authority, as more particularly specified in their hookum-namas 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 Companies 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 Danno, 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 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 con-

tinue 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. *

(Sd.) ROBERT ABERCROMBY.

No. LXXIX.

CAPITULATION EXIGÉE POUR COCHIN.

ANSWER.

ARTICLE PRECEDENT.

Monsieur le Commandant et le Conseil de Cochin proposent à Monsieur George Petrie, Major du 77me Regiment et Commandant du Detachement du Roi, et de la Compagnie Honorable des Indes de rendre cette Place Cochin, le 20 du Mois présent, et sollicitent qu'en attendant toutes les Hostilités cesserons.

PRELIMINARY ARTICLE.

The garrison of Cochin shall be prisoners of war, and the fort shall be delivered up to His Britannic Majesty, tomorrow at 12 o'clock noon, at which time the Western and Muttoncherry gates shall be delivered up to such detachments as Major Petrie may order to take possession of them.

ARTICLE PREMIER.

Tous les officers de la Garrison et autres Militaires, qui ont défendu Cochin marcherons hors de la ville par la Porte Neuve (Niew Poort) avec les honneurs ordinaires de la Guerre, avec leurs armes et baggage, drapeaux déployés, et tambours battant, la méche brulante, et deux pièces de canons et leurs dépendances. *

ARTICLE 1st.

The garrison shall march out as requested, and deposit their arms upon the esplanade, after which they must return prisoners of war.

ARTICLE 2d.

Tous les officers et soldats qui se trouverons dans la Garrison de Cochin, seront transportés de la manière la plus commode, pour le compte des Anglois et par leurs vaisseaux à Batavia ou Ceilon.

ARTICLE 2nd.

Inadmissible. The garrison shall be disposed of as the Commander-in-Chief may direct.

tinue 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.

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ARTICLE PREMIER.

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ANSWER.

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ARTICLE 1st.

The garrison shall march out as requested, and deposit their arms upon the esplanade, after which they must return prisoners of war.

ARTICLE 2nd.

Inadmissible. The garrison shall be disposed of as the Commander-in-Chief may direct.

ARTICLE 3me.

Les officiers et soldats susdits prendrons avec eux leurs effets sans être visités, leurs serviteurs, et esclaves et ceux qui sont mariés auront la liberté de prendre leurs familles avec eux.

ARTICLE 4me. *

Monsieur le Commandant, les Membres du Conseil, de Police et tous les officiers de la Police et du Commerce, le Conseil Ecclesiastique, la Milice, la Marine et autres serviteurs tirants Pension, et qui sont en service de la Compagnie Hollandoise comme aussi tous les Habitants dice tant Européens qu' Indiens garderons la liberté de leurs personnes et possessions tant meubles qu' immeubles Merchandises et autres Effets qui seront sacrés et inviolable et ne seront molestés de façon quelconque.

ARTICLE 5me.

Dans l'article précédent (le quatrième) est aussi compris, le Resident de Porca, Jan Andries Scheidzs, qui se trouve dans cette ville, et qui a été employé tenir les Livres de Negoce concernant la liberté de personnes et possessions, et on lui accordera, après qu'on a rendu les Effets de la Compagnie, de partir pour Porca, sa résidence, pour y faire ses affaires.

ARTICLE 6me.

Monsieur le Commandant, les Membres du Conseil, de Police, et tous les officiers de la Police, et du Commerce, le Conseil Ecclesiastique, la Marine, et autres serviteurs tirants Pension auront la liberté de partir avec leurs Familles, Esclaves, et leurs propriétés et effets pour Batavia, ou

ARTICLE 3rd.

Granted, except with regard to slaves. It is a name unknown in a British country.

ARTICLE 4th.

All private property shall be secure.

ARTICLE 5th.

He shall be allowed a reasonable time to settle his affairs, but must be considered as prisoner of war.

ARTICLE 6th.

Answered in the second article.

bien pour Colombo, et pour le transport des Personnes susdits serons donnés les vaisseaux nécessaires et propres pour le voyage pour le compte des Anglois.

ARTICLE 7me.

La capitale, ou les fonds, appartenant à la Chambre des Orphelins, aux Pauvres de la Diaconie, et à l'Hospital Lepreux, ne seront pas confisqués, mais leur sera conservés comme tout l'argent des Mineurs ou Poupilles, et des Pauvres.

ARTICLE 7th.

The funds mentioned in this article shall be appropriated as His Britannic Majesty, or those empowered by him, shall direct.

ARTICLE 8me.

A tous les officiers tant qu'aux serviteurs Politiques et Civiles de la Compagnie, qui seront inclinés de demeurer dans cette place ou à s'établir comme des Habitans particuliers. on le leur accordera et ils jouiront de la protection du Pavillon Anglois.

ARTICLE 8th.

All the inhabitants, who choose to remain and take the oath of allegiance to His Britannic Majesty shall be treated in every respect as British subjects.

ARTICLE 9me.

Tous les marchandises, munitions de Guerre, Artillerie, et autres armes, vivres en fin tout ce qui appartient à la Compagnie, et ce qui se trouve dans cette place sera fidèlement remis et rendus et sera reçu par les Commissaires qui sont autorisés pour les recevoir selon un specification de la quelle la double sera remise en Régle à Monsieur George Petrie.

ARTICLE 9th.

Everything specified in this article shall be faithfully delivered to such persons, as Major Petrie may appoint, to be disposed of as His Britannic Majesty may direct.

ARTICLE 10me.

La Fortresse, le Commandement, les Magasins et autres Battimens Publics appartenant à la Compagnie ne seront pas demoliés mais resterons dans leur situation presente.

ARTICLE 10th.

The fort of Cochin and all the public buildings must be disposed of as the Commander-in-Chief, or the Officer Commanding for the time being shall direct.

ARTICLE 11me.

Il nous sera permis d'exercer librement la Religion Réforme et selon l'usage de l'Eglise Hollandoise, pour quelle exercice il nous sera accordé l'Eglise dans laquelle elle a été pratiquée, jusque' à present.

ARTICLE 12me.

Le Convent à Veropoli, et tous les autres Eglises Catholiques Romaines, comme aussi les Temples des Pagans jouiront toujours des Priveléges dont ils jouissoient jusqu'a present sous la protection de la Compagnie Hollandoise.

ARTICLE 13me.

Tous les Topas et Chrétiens, Indiens, comme aussi les Banyans, Orfeures, Paintres, Blanchisseurs Cordonniers qui sont sujets & vassals de la Compagnie Hollandoise garderons leurs propriétés et jouirons toujours des Priviléges et de la protection, dont ils jouissoient, comme sujets, de la Compagnie sus dit.

ARTICLE 14me.

Tous les documens chartres, resolutions & autres Papiers appartenant et regardant le Commandement de Cochin seront gardés et remis sans aucune visitation à Monsieur le Commandeur Vanspall, à fin de les pouvoir prendre avec lui vers où il partira.

ARTICLE 15me.

Personne ne sera logé dans le Commandement durant sa demeure à Cochin mais Monsieur Vanspall y demeurera sans aucune empêchement.

ARTICLE 16me.

Si en cas que l'on trouvoit quelques deserteurs Anglois dans la Garrison de Cochin, on leur accordera pardon.

ARTICLE 11th.

Granted.

ARTICLE 12th.

The British Government always protects every religious establishment.

ARTICLE 13th.

Answered in the 4th and 8th articles.

ARTICLE 14th.

All public documents and papers must be delivered up to the persons appointed to receive them, but Mr. Vanspall shall receive authenticated copies of such as may in any shape relate to himself during his government of Cochin.

ARTICLE 15th.

Answered in Article 10th.

ARTICLE 16th.

All deserters to be positively given up.

ARTICLE 17me.

Tous les Papiers Publicques, les actes Notarial, et Secretarial, qui pourront périr en quelque Façon pour sureté des possessions appartenant aux Habitans de cette Place seront respectés et conservés entre les mains de ceux qui empressent ces charges jusqu' àprésent en fin de pouvoir en faire usage comme de coutume.

ARTICLE 18me.

Le maitre des ventes Publiques, le sequestre, et le curateur adlities seront maintenus en exigeant les dette actives ou en demandant l'argent qu leur est du, et ils seront protegés par les Juges ordinaires.

ARTICLE 19me.

Après que cette Capitulation sera signée on rendra la Porte Neuve (Nieu Poort) à une garde Anglaise de 50 hommes à la quelle restra une garde Hollandoise d'une même nombre d'hommes, pendant que l'on ordonnera à tous les gardes de ne pas laisser sortir aucun soldat Hollandoise, ni de ne laisser entrer aucun soldat Anglois, le jour suivant toutes les Portes seront occupiés et rendices aux Anglois pendant que la Garrison de Cochin se retirera dans les casernes et y demeureront jusqu' à leur départ pour Batavia ou Ceilon, et deposerons les armes ordinaires, exceptés les Officiers qui les commandent, ils conserverons leurs epées.

ARTICLE 20me.

Tous les serviteurs de la Compagnie aussi bien de la Police que de la Milice et de la Marine et autres serviteurs tirants pensions serosennatretenus par la Compagnie Anglaise jus qu' à ce qu' ils seront transportés par les vaisseaux Anglois aux endroits de leurs destines soit á Batavia ou à Ceilon.

ARTICLE 17th.

Answered in Article 14th.

ARTICLE 18th.

All inhabitants, who shall remain in Cochin, shall be subject to the British laws.

ARTICLE 19th.

The gates of the fort of Cochin shall be taken possession of by detachments of British troops, tomorrow at 12 o'clock noon. The garrison shall be lodged in as commodious a manner as circumstances will admit, till disposed of as mentioned in article the 2nd. The officers shall be allowed to retain their swords.

ARTICLE 20th.

Major Petrie does not conceive himself at liberty to come under any such engagement on account of the Honourable Company.

The amount of jumma of Kehaguest Nambyar's division with the names of the tamahs 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. Colocavallor	...					
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, *vis.—*

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.						7,594	3	35

No. LXXV.

KAULNAMAH from **HIS EXCELLENCY MAJOR-GENERAL MEADOWS, GOVERNOR** and **COMMANDER-IN-CHIEF, etc., etc.,** on the part of the **HONOURABLE COMPANY,** to **KISHEN ZAMORIN, RAJAH of CALICUT, etc., etc., 1790.**

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.

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.

ARTICLE 21me.

Tous les Malades et les Blessés qui se trouveront dans l'Hospital seront entretenus et guéris par les Anglois.

COCHIN CE,

19me Octobre 1795.

(Sd.) J. L. VANSBALL.

(„) DECAN.

(„) J. A. CELLARIUS.

(„) J. A. SCHUDZ.

(„) ARNOLD LUNEL.

(„) C. VANSBALL.

ARTICLE 21st.

Granted.

Major Petrie consents to a truce till 4 o'clock tomorrow morning at which time Mr. Vanspall must declare his acceptance of or dissent to the above articles of capitulation.

CAMP BEFORE COCHIN,

19th October 1795.

½ past 11 o'clock.

(Sd.) G. PETRIE, Major,

77th Regiment.

Commanding before Cochin.

No. LXXX.

KARARNAMAH or AGREEMENT entered into between the HONOURABLE COMPANY'S GOVERNMENT and KORIKORTE MAUNA WICRAMA SAMOORY RAJAH of the NEDYERUPPA SURUWUM, for himself and his family, defining the conditions on which the MALIKHANA they have heretofore enjoyed is confirmed to them in perpetuity—1806.

Whereas kararnamals or agreements were signed and executed between James Stevens, Esq., Supervisor of the Province of Malabar, under the authority vested in him by the Honourable the Governor in Council of Bombay on the one part, and by certain Malabar Rajahs and Chieftains on the other part. Wherein it was among other stipulations agreed, that for the term of five years commencing on the 1st of Kanny 970 M. S. one-fifth share of the net collections of certain districts should be on certain conditions paid annually for the said period of five years to Korikorte Mauna Wicrama Samoory Rajah, out of the révenues accruing to the Company's Government.

And whereas the said term of five years so stipulated is now and has been long since expired and the conditions of the said kararnamahs or agreements consequently void and of no effect and no permanent settlement of the revenues of Malabar having since been carried into practice, the Malikhana to the several Rajahs has been continued by the free bounty of the Company's Government on the basis of the aforesaid kararnamahs or agreements. And whereas the jurisdiction of the province of Malabar having been transferred to the Government of Fort St. George, the Principal

Collector has received the orders of the Right Hon'ble the Governor in Council to fix one general assessment of land revenue throughout the province of Malabar on certain principles. And whereas the proposed assessment may in its operation reduce the amount of jumma upon certain districts in particular, or upon the whole province in general. Whereby the usual Malikhana of five per cent. on the jumma may be diminished in certain cases to the prejudice of the comforts of the Rajahs and their families, contrary to the benevolent intentions of the Company's Government towards the Rajahs of Malabar.

And for as much as some of the younger branches of certain Kovilgums have at several times forgotten their duties of allegiance to the Company's Government, and have in some instances fomented and excited disturbances in the country and some are at this moment in actual hostility and rebellion against the Government, and it is expedient to use every precaution to avert such evils in all time to come. But whereas the Company's Government are in its justice disposed to pardon the former errors of the few (the crimes of open hostility and rebellion excepted), in consideration of the allegiance and commendable demeanour of the majority of the members of the different Kovilgums in Malabar.

Wherefore the Right Hon'ble the Governor in Council of Fort St. George has deemed it expedient to authorize and direct the Principal Collector in Malabar to frame and conclude new stipulations and agreements of one general form and tenor of the most solemn and binding nature to comprehend and provide for all and singular of the premises.

In pursuance therefore of the said determination of the Government in virtue of powers specially vested in me to this end by authority of the Right Honourable the Governor in Council of Fort St. George, I, Thomas Warden, Principal Collector in the province of Malabar, do hereby stipulate and agree Mauna Wicrama Rajah of the Nedyeruppa Suruwum for himself and his heirs for ever in manner and form following:—

ARTICLE I.

Clause 1st.—From and after the 1st day of Kanny 982 M.S. or 15th September 1806, the Malikhana or allowance to the several Rajeums, Kovilgums, and Chieftains in Malabar shall be calculated at 20 per cent. upon the gross jumma of the land revenue of the year 976 (after deducting 10 per cent. for charges) being the jumma to which the amount of the assessment was reduced by a Proclamation under the signature of the Acting Principal Collector, bearing date the 11th of March 1803, corresponding with the 30th of Koombhum 978 (M.S.). And in order to obviate all future doubts as to the true meaning and extent of this clause, the names of the districts, total amount of nett jumma and malikhana thereon payable to Korikorte Mauna Wicrama Rajah and the Nedyeruppa Suruwum are hereunder specified:—

Calicut, Pynsad Ernaad, Kekapuram, Naduganaad-Shernaad, Wadakupuram, Chowghaut, Naduvootum.

Total nett jumma after deducting 10 per cent.	Viray Hoons. Pus. Cash.
Amount of malikhana, being 20 per cent. on nett jumma is	2,33,785 6 36½
Making at 12½ Viray Fanams per Star Pagoda, Star	46,257 1 15
Pagodas	37,760 39 0
or Rupees	1,32,163 4 0

Clause 2nd.—All existing agreements made under the sanction of the different Administrations of the province of Malabar relative to the distribution of the one-fifth share or malikhana among the Rajahs, members, and others of the several Rajeums are hereby recognized and confirmed; and the several shares shall be recoverable by process in the Civil Courts of Judicature existing or which may be established in the province of Malabar.

Clause 3rd.—In like manner it shall be competent to the several Rajahs, under sanction, of the Company's Civil officers having due authority to form separate stipulations with the members and families of the Rajeums, for the division of the shares which shall, in this case, be recoverable in the courts of law as specified in clause the second of this article.

ARTICLE 2.

The amount of the Malikhana as fixed by this instrument shall be payable in quarterly equal instalments at the Cutcherry of the Principal Collector, or of the Collector of the Zillah as the case may be.

ARTICLE 3.

To ensure a due degree of subordination among the junior members of the different Kovi'gums and of the latter upon the principal one, the instalments of Malikhana shall be payable only to the receipt of the senior member of each Rajeum, unless it shall be otherwise determined by competent authority of the Company's civil officers.

ARTICLE 4.

The Malikhana as hereby fixed shall be considered as the security for the good and dutiful behaviour towards the Company's Government of each and every member of the Rajeum or family to which it may now and hereafter be payable.

Clause 1st.—That is to say, if any senior Rajah having the sole management of the Malikhana of his family shall at any time receive a summons from any Collector or Judge or other competent authority requiring the personal appearance of any subordinate member of his family to answer to any matter or thing which may be cognizable by the Criminal Courts in Malabar, which matter or thing is to be distinctly specified in the summons, and if within a certain period, which shall be also specified in the summons, the said senior Rajah shall not have delivered up the person of the said member of his family or have given satisfactory proof of his inability to produce the said person, then the whole of the Malikhana, which would be payable to that Rajeum in all its branches, shall be forfeited to Government for ever.

Provided that any junior member or family of each Rajeum may, upon establishing to the satisfaction of the local authority of Government may, upon individual innocence of all concern in the matters charged against his individual and his inability to co-operate successfully in securing his person, make application through such local authority to Government for the special indulgence of a continuance of his or her share.

Clause 2nd.—In like manner when the shares have been regularly distributed among the different Rajahstaans and Kovilgums by due authority as specified in clauses second and third of Article 1, then such summons as aforesaid shall issue to the senior Rajah of the particular Kovilgum of which the person of any member may be required, in this case the share allotted to such Kovilgum, and whatever else the members thereof may otherwise independently receive of the Malikhana, shall be in the first instance sequestered in the event of an unsatisfactory return to such summons.

Clause 3rd.—But in the event of the summons requiring the person of the senior or managing Rajah of any Kovilgum, then it shall be directed to the senior member of the Suruwum or Rajeum, and the whole Malikhana thereof shall be the security as in clause first of this article.

ARTICLE 5.

Counterparts of this instrument are signed and interchanged between Thomas Warden, Principal Collector of Malabar, on the part of Government, and Korikorte Mauna Wicrama Rajah of the Nedyeruppa Suruwum for himself, and the members of his family, the seniors of whom likewise sign the separate copy conjointly and separately for themselves and the members of their respective Kovilgums, it being contrary to the custom of the Suruwum for its junior members to put their signatures in the same paper with the Zamorin or Senior Rajah.

Signed, and sealed, and delivered on this fifteenth day of the month of November, in the year one thousand eight hundred and six, corresponding with the second day of the month of Vrischigam of the Malabar year nine hundred and eighty-two, at Calicut in the public Cutcherry of the Principal Collector, where no stamps are used, in the presence of

(Sd.) S. MEEK,

(Sd.) THOS. WARDEN,

Civil Surgeon, Malabar.

Principal Collector in Malabar.

„ WILLIAM ATKINS,

Lieutenant-Colonel.

Signature of Zamorin

„ IGNACIO DE LOYALA E GA.

In a separate copy are the Signatures of—

Eralpad or Second Rajah; of Edataralpad or Fourth Rajah; of the Nediripa Moota Erady Tirulmalpad or fifth Rajah for himself and his elder brother, the Moonalpad, Senior of Kerekey Kulote Kovilgum; of the Elea Erady Tirulmalpad, Senior of the Poodea Kulote Rajah.

NO. LXXXI.

Circular to all AUTHORITIES in MALABAR.

SIR,

Having received instructions from the British Commissioner for the Restitution of the French Possessions to deliver over Mahe to Monsieur Philibert, Commanding H.M.C.M. Frigate, Amphitrite, and to notify the same to all the authorities on the Coast, I have the honour to inform you that I purpose with the concurrence of Monsieur Philibert proceeding to Mahe for that purpose on Wednesday next, the 29th instant, from which date the town of Mahe with a certain tract of ground around it will be considered as transferred to the authority of H.M. Christian Majesty's Government.

A Proclamation will be issued defining the extent of Boundaries thus transferred immediately after the transfer.

* * * * *

CALICUT,

I have, &c.,

24th January 1817.

(Signed) J. VAUGHAN.

Proclamation issued by JAMES VAUGHAN, Collector of the Province of Malabar.

This is to give notice that in consequence of Peace being made between the English and French Nations as proclaimed on the ^{15th of last Vircilgom¹}_{28th November 1816}, the establishment of Mahe, which formerly belonged to the French Power, is in conformity to the orders from the Presidency this day restored. The particulars of the boundaries are as follows:—From the flagstaff now erected at Mahe due south as far as the south side of the Tekkola Ametta Paramba; from thence due east to Cooroopan Chapa; from thence due north to Faraoola Caddawandy Kenaka Tyoola Paramba; and from thence due west to the flagstaff (Point), which boundaries have been duly delivered. On defining these boundaries and delivering up the territory within the boundary, many people being present no difference can arise; but these boundaries are only fixed until further orders of Government. Within the aforesaid boundaries all matters are to be referred to Mr. Menesse appointed on the part of the French Government whose orders in these cases are to be obeyed, but all revenue matters are until some other person is

¹Not forthcoming in the Records. It was a printed copy received from Government.

In a separate copy are the Signatures of—

Eralpad or Second Rajah; of Edataralpad or Fourth Rajah; of the Nediripa Moota Erady Tirulmalpad or fifth Rajah for himself and his elder brother, the Moonalpad, Senior of Kerekey Kulote Kovilgum; of the Elea Erady Tirulmalpad, Senior of the Poodea Kulote Rajah.

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Provided that any junior member or family of each Rajeum may, upon establishing to the satisfaction of the local authority of Government, upon individual innocence of all concern in the matters charged against his individual and his inability to co-operate successfully in securing his relative application through such local authority to Government for the special indulgence of a continuance of his or her share.

Clause 2nd.—In like manner when the shares have been regularly distributed among the different Rajahstaannums and Kovilgums by due authority aforesaid shall issue to the senior Rajah of the particular Kovilgum as the person of any member may be required, in this case the share allotted to such Kovilgum, and whatever else the members thereof may otherwise independently receive of the Malikhana, shall be in the first instance sequestered in the event of an unsatisfactory return to such summons.

Clause 3rd.—But in the event of the summons requiring the person of the senior or managing Rajah of any Kovilgum, then it shall be directed to the senior member of the Suruwum or Rajeum, and the whole Malikhana thereof shall be the security as in clause first of this article.

ARTICLE 5.

Counterparts of this instrument are signed and interchanged between Thomas Warden, Principal Collector of Malabar, on the part of Government, and Korikorte Mauna Wicrama Rajah of the Nedyeruppa Suruwum for himself, and the members of his family, the seniors of whom likewise sign the separate copy conjointly and separately for themselves and the members of their respective Kovilgums it being contrary to the custom of the Suruwum for its junior members to put their signatures in the same paper with the Zamorin or Senior Rajah.

Signed, and sealed, and delivered on this fifteenth day of the month of November, in the year one thousand eight hundred and six, corresponding with the second day of the month of Vrishchigam of the Malabar year nine hundred and eighty-two, at Calicut in the public Cutcherry of the Principal Collector, where no stamps are used, in the presence of

(Sd.) S. MEEK,

(Sd.) THOS. WARDEN,

Civil Surgeon, Malabar.

Principal Collector in Malabar.

„ WILLIAM ATKINS,

Lieutenant-Colonel.

Signature of Zamorin.

„ IGNACIO DELOYALA E GA.

In a separate copy are the Signatures of—

Eralpad or Second Rajah; of Edataralpad or Fourth Rajah; of the Nediripa Moota Erady Tirulmalpad or fifth Rajah for himself and his elder brother, the Moonalpad, Senior of Kerekey Kulote Kovilgum; of the Elea Erady Tirulmalpad, Senior of the Poodca Kulote Rajah.

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Circular to all AUTHORITIES in MALABAR.

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A Proclamation will be issued defining the extent of Boundaries thus transferred immediately after the transfer.

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CALICUT,

I have, &c.,

24th January 1817.

(Signed) J. VAUGHAN.

Proclamation issued by JAMES VAUGHAN, Collector of the Province of Malabar.

This is to give notice that in consequence of Peace being made between the English and French Nations as proclaimed on the ^{15th of last Month} ~~28th November 1816~~, the establishment of Mahe, which formerly belonged to the French Power, is in conformity to the orders from the Presidency this day restored. The particulars of the boundaries are as follows:—From the flagstaff now erected at Mahe due south as far as the south side of the Tekkola Alletta Paramba; from thence due east to Cooroopan Chapa; from thence due north to Faraoola Caddawandy Kenaka Tyoola Paramba; and from thence due west to the flagstaff (Point), which boundaries have been duly delivered. On defining these boundaries and delivering up the territory within the boundary, many people being present no difference can arise; but these boundaries are only fixed until further orders of Government. Within the aforesaid boundaries all matters are to be referred to Mr. Menesse appointed on the part of the French Government whose orders in these cases are to be obeyed, but all revenue matters are until some other person is

¹Not forthcoming in the Records. It was a printed copy received from Government.

appointed to be continued on the system which at present prevails and the revenue paid to the Parbutty as before.

Kumbhom 13th, 1817
22nd February 1817.

Circular to all AUTHORITIES in MALABAR.

SIR or GENTLEMEN,

The event alluded to in my letter under date the 24th ultimo, having taken place in the Restitution of Mahe to the French Authorities on the 23rd instant, I have now the honour to inform you from that date Mahe Proper must be considered as a French Settlement.

CALICUT,

24th February 1817.

I have, &c.,

(Signed) J. VAUGHAN.

No. LXXXII.

Instrument executed by the ENGLISH and FRENCH authorities.—
1819

Whereas by the Treaties of Paris of the 30th May 1814, and 20th November 1815, His British Majesty has engaged to restore to His Most Christian Majesty all the territories, establishments and factories possessed in India by the French on the 1st of January 1792.

Be it known that I, Baron Law deClapernon, Knight of the Royal and Military Order of the St. Louis, Chief of the French Establishment of Mahe, invested of full powers by His Excellency the Count Du Puy, Peer of France, Governor-General of the French Settlements in India, and by M. Joseph d'Ayot, Intendant General of the said Settlement, acknowledge by these presents having received from Mr. James Vaughan, Collector of Malabar, invested with full powers by Right Honourable Hugh Elliot, Governor in Council of Fort St. George, the French factory at Calicut with the dependances thereof, which I, James Vaughan, acknowledge having delivered this day.

In witness thereof we have drawn the present verbal process after having had the French colours hoisted at Calicut.

Done in quadruplicate at Calicut the 1st day of February in the year of our Lord 1819.

The Commissioner of His Britannic Majesty.

(Signed) J. VAUGHAN, *Collector.*

The Commissioner of the King of France.

(Signed) B. LAW DE CLAPERON.

No. LXXXIII.

Instrument executed by the ENGLISH and FRENCH authorities—
1853.

Whereas there have been various discussions regarding the Territory to be delivered up to the French Government in the vicinity of Mahe under

the provisions of the Treaties of Paris of the 30th May 1814, and 20th November 1815, and whereas it has been finally determined that the said Territory is to consist of the four villages of Paloor, Pandaquel, Chamberra and Chalicara, and of the three detached points or posts of Fort St. George, the Great and the Little Calaye, as defined by the British authorities without any of the Territory in their vicinity, to which a claim was made on a former occasion, and as in execution of this arrangement the limits of the territory to be transferred to the French Government have now been ascertained to be principally.

For the four villages.

East.—Part of Panianoor, Peringalam, Wollavilam and Kalaye amshoms.

West.—Teeroovangad and Kalaye amshoms.

North.—Pooniam river and part of Panianoor amshom.

South.—Part of Wollavilam and Kalaye amshom.

For the three detached points (which communicate with each other).

North.—The strip of Kalaye lying between them and Vera Coonoo.

South and South West.—A strip of Kalaye amshom intervening between them and Mahe river and a portion of Tellicherry road.

East.—A mosque and precipice.

West.—A portion of Tellicherry road and strip of Kalaye amshom intervening between them and Kanien Koonoo.

The particulars of the above boundaries will be found exhibited in detail in the appendix annexed to this instrument, approved and signed by us this day.

Be it known that I, Joseph Hayes, First-class S. Commissary of the Marine, Chief of the French Establishment of Mahe, Malabar Coast, French Commissioner, invested with full powers by His Excellency Rear-Admiral De Verninac, Governor-General of the French Settlements in India, do acknowledge by these presents having received from Mr. James Douglas Robinson, Head Assistant Collector of Malabar and Commissioner for the British Government, the aforesaid three detached points or posts of Fort St. George, the Great and the Little Calaye and the four villages of Paloor, Pandaquel, Chamberra and Chalicara which I, James Douglas Robinson, do acknowledge to have delivered this day according to the above specified boundaries, which correspond with those laid down in a plan drawn up by the Civil Engineer of the 7th division and dated 9th January 1849, except at three different places indicated on the revised copies of the plan as A, B, C, where on careful enquiry and comparison of the original plan with the village accounts, certain discrepancies having been ascertained to exist, the original land marks have been altered in such degree as appears just and

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.

(Sd) W. MEADOWS,
Governor and Commander-in-Chief.

No. LXXXVI.

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

reasonable, and so modified, have been defined on the copy of the plan and declared to constitute the boundary of the Territory hereby ceded.

I. James Doug'las Robinson, do moreover as requested by M. Hayes promise to supply him with a certified plan of the Territory now transferred.

In witness whereof the present verbal process after having had the French colours hoisted on the Vera Coonoo has been drawn up and signed.

Done in quadruplicate at Mahe, the 14th day of November 1853.

J. D. ROBINSON,
English Commissioner.

J. HAYES,
Commissaire Français.

No. LXXXIV.

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 BEBE or QUEEN of CANNANORE and ALLIA RAJAH, her husband, on the other part, 1784.

1st.—There shall be firm peace and friendship between the aforesaid parties.

2nd.—The Queen shall possess all the country of which she stood possessed before the English army marched into her country.




3rd.—The Queen will pay to the Honourable the Presidency of Bombay, within the space of one twelve month, 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.

4th.—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.

5th.—All the forts are to remain in possession and at the disposal of the English.

6th.—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.	(Sd.)	NORMAN MACLEOD,	
		<i>Brigadier-General.</i>	
ABDULLA.	„	BEBEE.	
MOOSSA.	„	ALLIA.	

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. LXXXV.

AGREEMENT with the BEBEE of CANNANORE—1793.

I, Bebee Bulia, the Princess of Cannanore and of the Laccadive Islands, etc., 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 offices 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.—1793.

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

Given and exchanged under our hands and seals at Cannanore, this 8th day of January 1784 in the presence of us.

THOS. LIGHTON.	(Sd.)	NORMAN MACLEOD,	<div style="border: 1px solid black; padding: 2px; display: inline-block;">Seal</div>
		<i>Brigadier-General.</i>	
ABDULLA.	„	BEBEE.	<div style="border: 1px solid black; padding: 2px; display: inline-block;">Seal.</div>
MOOSSA.	„	ALLIA.	<div style="border: 1px solid black; padding: 2px; display: inline-block;">Seal.</div>

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. LXXXV.

AGREEMENT with the BEBEE of CANNANORE—1793.

I, Bebee Bulia, the Princess of Cannanore and of the Laccadive Islands, etc., 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 offices 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.—1793.

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. LXXXVI.

AGREEMENT with the BEBEE of CANNANORE, executed by her on the 20th October 1796, or Malabar style 15 Toolam 972.

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 East India Company fifteen thousand Rupees per annum being the jumma on the houses, purums, etc., situated at and near Cannanore, on my trade to the Laccadive 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 Dannoo; the second, or five thousand Rupees, on the 15th Meddom; the third, or five thousand Rupees, at the end of Cheengum. The 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 1763, or 27th Shaban 1207 Hegira.

2. I do agree to pay the customs on all articles of merchandise 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 Cheral 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. 15th Toolam 972.

(Sd.) BEBEE BULIA.

Witnesses.

(Sd.) BALLAJEE ROW, Dewan.
 „ RAMROW PESKAR.
 „ GOVIND WESDANATHJEE.

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. LXXXVI.

AGREEMENT with the BEBEE of CANNANORE, executed by her on the 20th October 1796, or Malabar style 15 Toolam 972.

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 East India Company fifteen thousand Rupees per annum being the jumma of East houses, purums, etc., situated at and near Cannanore, on my trade to the Laccadive 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 agree first or five thousand Rupees, on the 15th Danno; the second, or five thousand Rupees, on the 15th Meddom; the third, or five thousand Rupees, at the end of Cheengum. The 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 1763, or 27th Shaban 1207 Hegira.

2. I do agree to pay the customs on all articles of merchandise 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 Cannanore 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 Cheral 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. 15th Toolam 972.

(Sd.) BEBEE BULIA.

Witnesses.

(Sd.) BALLAJEE ROW, Dewan.
 „ RAMROW PESKAR.
 „ GOVIND WESDANATHJEE.

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 (Rupees 1,50,000) on the 1st of the month of Danno, 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 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 Bahadur 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 any thing 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 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.

revenue or tribute to the Zamorin or to their Rajahs, but were only liable to follow them in war, Hyder Ali Khan Bahadur 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 any thing 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 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.

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.

(Sd.) ZAMORIN.

(Sd.) W. G. FARMER.

Seal.

Seal.

No. LXXVII.

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 Checngum 567 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, *1st*, 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 Shammath, 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 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 this, from the Cay to Cochín; 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, *vis.*, 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 seigniorage 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-seeing 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.)

No. LXXVIII.

AGREEMENT of the ZAMORIN of CALICUT regarding the ADMINISTRATION of his COUNTRY.

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, *1st*, 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 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 *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."

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