

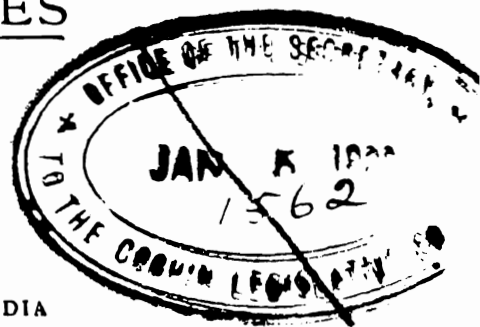
A COLLECTION OF
TREATIES, ENGAGEMENTS
AND SANADS

RELATING TO INDIA AND
NEIGHBOURING COUNTRIES

COMPILED BY

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UNDER-SECRETARY TO THE GOVERNMENT OF INDIA
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CONTAINING

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AND CEYLON

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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 steady 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 sepoys 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 sepoy, 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 Kau'nama 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, Suraj-ud-Daula, Anwar-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 re-pass 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, Suraj-ud-Daula, Anwar-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 Sheykotta, 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 the 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 adversaries 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 Trewaspur 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.

Wallojah,
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 Trivandrum.

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, *vis.*, 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 Tambur-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 Sboranur-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 sepoys. 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 sepoy's should be station'd 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 sepoy's 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 sepoy's 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 sepoy's 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 sepoy's 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?

(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 sepoy 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 sepoy 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 sepoy 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 sepoy 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 sepoy 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 sepoy's 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 sepoy's, 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 sepoy's, 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, *vis.*, Europeans and sepoy's, I shall supply them with provisions and the necessary articles they may want. May it please Your Excellency, some battalions of sepoy's 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, *vis.*—

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 Gusrwa 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.

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 Nays 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

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 sepoy, 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 for 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 Cavae" 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 Cavae, and to be during such service at the Company's expense and under their orders.

The above Treaty having been transmitted to the Honourable Court of Directors for the affairs of the United Company of Merchants of England trading to the East Indies for their confirmation, agreeable to the stipulation therein contained, and the Honourable Court having expressed their assent to

the several Articles of the said Treaty, including the amended Article sub-joined 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 1.

The friends and enemies of either of the contracting parties shall be considered as the friends and enemies of both; the Honourable Company especially engaging to defend and protect the territories of the Rajah of Travancore against all enemies whatsoever.

ARTICLE 2.

Whereas by the seventh Article of the Treaty concluded in the year 1795 between the Ram Rajah Bahadoor and the English East India Company

Bahadoor, it was stipulated "that when the Company shall require any aid of his troops to assist them in war, it shall be incumbent on the said reigning Rajah for the time being to furnish such aid, to such extent and in such numbers as may be in his power, from his regular infantry and cavalry, exclusive of the native Naysr 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 Bahadour that it is become necessary to carry into effect the provisions of the fifth Article, His said Highness Maharajah Ram Rajah Bahadour 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 Bahadour; 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 Bahadour 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 Bahadour, 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 Bahadour.

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 Bahadour, 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.

Manacoody.	Villinjum.	Quilon.	Allepey.
Colechel.	Poonthoray.	Kayencoolom.	Katoor.
Puttanum.	Anjengo.	Mangalamarattapula.	Manakodom.
Pooar.	Paravoor.	Poracaud.	Pallipport.

Sea-Ports appertaining to the Cochin State.

Narrakal.	Maliapourom.	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 hereunto 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 "Periar 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 Periar 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 waggon 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 occupants 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

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other respects to conform to the provisions in that behalf of the Code of Civil Procedure 1880 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 Chengunoor 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 TINNEVELLY-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.

(a) 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 thereunder 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