

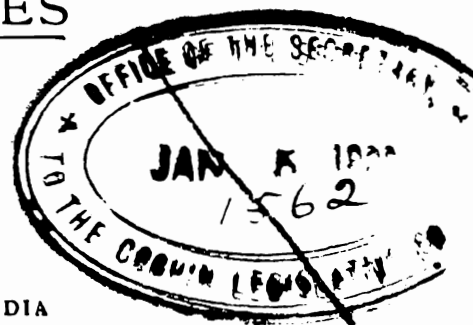
A COLLECTION OF
TREATIES, ENGAGEMENTS
AND SANADS

RELATING TO INDIA AND
NEIGHBOURING COUNTRIES

COMPILED BY

C. U. AITCHISON, B.C.S.

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



VOL. X

CONTAINING

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

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VII.—COCHIN.

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

In 1759 the Raja was attacked by the Raja of Calicut, who was expelled by the Raja of Travancore, and, as a reward for the service performed on that occasion, certain portions of territory were transferred from Cochin to Travancore. In 1776 the State of Cochin was conquered by Haidar Ali. It remained tributary and subordinate to Haidar, and subsequently to his son, Tipu Sultan, until the peace concluded by the latter with the British in 1792, when the claims of Mysore over Cochin were transferred to the British Government. A Treaty (No. XXXVII) had already been concluded with the Raja in 1791, by which he had agreed to become tributary to the British Government for his territories, which were then in the possession of Tipu, and to pay a subsidy of Rs. 1,00,000 annually. After the peace of 1792 the island of Chetuwa Manupuram was leased (No. XXXVIII) to the Raja for ten years.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

No. XXXVII.

TREATY concluded with the RAJAH of COCHIN in 1791.

Parampadapoo Valea Ramavarmah, Rajah of Cochin, having solicited an alliance with the Honourable United English East India Company, which the Honourable the Governor in Council of Madras has accepted of, on condition that the said Rajah shall throw off all allegiance to Tippoo Sultan, and become tributary to the said Honourable Company; Mr. George Powney, on behalf of the Honourable the Governor in Council of Madras, has settled with the above said Rajah this Treaty, consisting of nine Articles.

ARTICLE 1.

It is agreed that Rajah Ramavarmah of Cochin shall not swerve from the conditions of this Treaty, and shall faithfully adhere to them without diminution or reserve.

ARTICLE 2.

That the Honourable Company's forces shall assist Ramavarmah Rajah to recover the possessions wrested from him by Tippoo Sultan, and shall render him independent of him.

ARTICLE 3.

That upon the said possessions or districts which are underwritten being recovered, Kamavarmah Rajah shall be put in full possession of them.

Names of the Districts wrested from the Rajah.

In the district of Nandevalam the following dependencies :—

| | | |
|--------------------------------|--|-------------|
| Mookanpooram and Irjanacoodel. | | Maperanum. |
| Kodashery. | | Pooducadoo. |

In the district of Paravanttany the following dependencies :—

| | | |
|---------------|--|------------------------|
| Treshour. | | Paragom and Parumanum. |
| Paravanttany. | | Yennamakel. |

Chettalipillee.

The district of Tallapellie.

The district of Mooburkarah.

| | |
|--|---------------------------------|
| | The district of Parattoo Vedee. |
| | 1 he villages of Tekkamangalum. |

The district of Kawoolapar.

In the district of Palyghatchery :—

| | | |
|---------------------------------|--|-----------------|
| Two hills called Temmalapooram. | | Vadanglapooram. |
|---------------------------------|--|-----------------|

Between these districts :—

| | | |
|------------------|--|------------|
| Kodagara Nandoo. | | Naledesum. |
|------------------|--|------------|

In the district of Chetwan and Manapooram :—

| | | |
|----------------|--|---------|
| Padanittaulum. | | Kanrah. |
|----------------|--|---------|

Tireparate.

The village of Cranganore.

| | |
|--|-----------------------|
| | Trevangekadum Church. |
|--|-----------------------|

Yada Turtie.

ARTICLE 4.

That upon Ramavarmah Rajah being in possession of the abovementioned districts he shall become tributary to the Honourable United English East India Company, and shall pay to the representative or delegate of the Honourable Governor in Council of Madras a yearly tribute, in the following manner:—for the first year he possesses the aforementioned districts, seventy thousand Rupees; the second year, eighty thousand Rupees: the third year, ninety thousand Rupees; and the fourth year, one hundred thousand Rupees; and ever after the last mentioned sum (Rupees 1,00,000) shall be annually paid by him. The yearly tribute shall be made in equal quarterly payments.

ARTICLE 5.

That in the event of any claim being preferred by any Rajah to the places and districts above mentioned within five years after the date of this Treaty, it shall be entitled to a fair and impartial discussion, and be subject to the final decision of the Honourable English East India Company's Government.

ARTICLE 6.

That in consideration of a Treaty which subsists between the Honourable Dutch East India Company and the Rajah Ramavarmah of Cochin, the Honourable Governor in Council of Madras, not wishing to enter into any condition which may not be compatible with the spirit of the Treaty subsisting between the above mentioned parties, it is agreed that Rajah Ramavarmah shall become tributary to the Honourable English East India Company only for those districts and places before recited which were in the possession of Tippoo Sultan, and for which the said Rajah paid him tribute, and with which the Honourable Dutch Company have no concern.

ARTICLE 7.

That the Rajah Ramavarmah shall exercise a complete and uncontrolled authority over the aforementioned possessions, under the acknowledged sovereignty of the Honourable English Company.

ARTICLE 8.

The Honourable English East India Company relying on the constancy and firmness of Rajah Ramavarmah's alliance and vassalage, and his continuing faithful to these engagements, it is agreed that no further demands shall be made upon him, and he shall receive that protection which the Honourable English East India Company always give to their faithful tributaries and allies.

ARTICLE 9.

It is agreed that this Treaty shall be considered to have effect from the time (25th September 1790) Rajah Ramavarmah regained possession, by

power of the Honourable Company's arms, of the districts and places wrested from him by Tippoo Sultan, and that from that period the said Rajah shall commence to pay the tribute mentioned in the 4th Article of this Treaty.

Mark of the Rajah 

Cochin, 6th January 1791.

We, the President and Council of Fort St. George, by virtue of the authority vested in us by the Governor General in Council of Fort William in Bengal, do acknowledge the written copy of the Treaty between the Honourable English East India Company and the Rajah of Cochin and declare it binding upon all the said Company's settlements in India, and have signed and sealed the same in Fort St. George, the 2nd February of the Christian era.

(Sd.) W. MEADOWS.

„ CHARLES OAKELEY.

„ JOHN HUDLESTON.



NO. XXXVIII.

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

Whereas by a Treaty of peace concluded between the Honourable Company and Tippoo Sultan on the 16th March 1792, the latter ceded to the former in full sovereignty the province of Malabar; and whereas at the solicitation of the Rajah of Cochin a part of the province, *viz.*, the island Chettewah Manapooram, exclusive of the Cheral lands of P'udewatara, Alume, and Kanru, in which last is the Rajah's temple of Trevangeolum and of the Pagoda Teriparattu, the Honourable the Governor General in Council has directed shall be leased to the said Rajah for the space of ten years on the terms and conditions hereunder specified, provided they shall be approved and confirmed by the said Governor-General in Council: I, James Stevens, Esquire, supervisor of the province of Malabar, by virtue of the powers entrusted to me by the Honourable George Dick, Esquire, Governor in Council of Bombay, do hereby lease the said island to the above-mentioned Rajah of Cochin for the term aforesaid, on the following conditions:—

1st.—That the said Rajah shall pay annually during the terms aforesaid the sum of Rupees thirty thousand clear of all deductions of three instalments, *viz.*, the first of ten thousand Rupees on the 15th of Danoom, or

December 28th; the second of the same sum on the 15th Makharom and the remaining ten thousand at the end of Shingum.

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

3rd.—That the collections of the customs shall remain with the Honourable Company's officers, excepting goods belonging to the Rajah, which shall be exempted from duties provided that the Rajah shall certify that such goods on which he claims exemption are *bonâ fide* his property.

4th.—That in case any complaints shall be made by the inhabitants of Chettewah of oppression by the Rajah or his Karegars, such complaints when proved, shall be deemed sufficient cause for the lease of the island being cancelled and the agreement of no validity, and of course the collection of the island of Chettewah will be resumed by the Company's officers.

No. XXXIX.

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

Whereas an agreement was concluded in the year 1790 between the Honourable East India Company Bahadoor and the late Rajah of Cochin, by which that Rajah was to be put in possession of, and to hold on specific conditions as a tributary of the Honourable Company, certain districts therein enumerated; and Whereas the stipulations of that Treaty having been found insufficient, and the late occurrences in the Cochin territory having rendered it expedient that new engagements should be concluded which shall be calculated to prevent the authority and resources of the Cochin country from being employed in designs hostile to the British interests, and which shall be conducive to the advancement of the prosperity and welfare of both the States: Wherefore the following Articles of a new Treaty between the Honourable Company and the Rajah of Cochin have been agreed upon and settled by the Resident at Travancore, Lieutenant-Colonel Colin Macaulay, being duly vested with authority thereto by the Honourable Sir George Hilario Barlow, Baronet, Knight of the Most Honourable Order of the Bath, Governor in Council of Fort Saint George, on the part of the Honourable East India Company, and by the Rajah of Cochin for himself and successors, to be binding upon the contracting parties as long as the sun and moon endure.

ARTICLE I.

The friends and enemies of either of the contracting parties shall be considered as the friends and enemies of both, the Honourable the East India

Company Bahadoor engaging to defend and protect the territories of the Rajah of Cochin against all enemies whomsoever.

ARTICLE 2.

In consideration of the stipulations in the preceding Article, the Rajah of Cochin agrees to pay annually to the said Honourable Company, in addition to the usual subsidy of one lakh (1,00,000) of Rupees, a sum equal to the expense of one battalion of native infantry, or Arcot Rupees 1,76,037, making an aggregate annual payment of Arcot Rupees 2,76,037, the amount to be payable in six equal kists, and the payment to commence from the first of May 1809; and it is agreed that the disposal of the said amount, with the distribution of the force to be maintained by it, whether stationed within the territories of the Rajah of Cochin or of the Honourable Company, shall be left entirely to the Company.

ARTICLE 3.

Should it become necessary to employ a larger force for the defence and protection of the Cochin territories against foreign invasion than is stipulated for by the preceding Article, the Rajah of Cochin agrees to contribute towards the discharge of the increased expense thereby incurred such a sum as shall appear to the Governor in Council of Fort Saint George, on an attentive consideration of the means of the said Rajah, to bear a just and reasonable proportion to the actual net revenues of the said Rajah.

ARTICLE 4.

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

ARTICLE 5.

And it is hereby further agreed that whenever the said Governor in Council shall signify to the said Rajah of Cochin that it is become necessary to carry into effect the provisions of the fourth Article, the said Rajah shall immediately issue orders to the Karegars or other officers, either for carrying into effect the said regulations and ordinances according to the tenor of

the fourth Article, or for placing the territories required under the exclusive authority and control of the English Company Bahadoor; and in case the said Rajah shall not issue such orders within ten days from the time when the application shall have been formally made to him, then the said Governor in Council shall be at liberty to issue orders by his own authority either for carrying into effect the said regulations and ordinances, or for assuming the management and collection of the revenue of the said territories, as he shall judge most expedient for the purpose of securing the efficiency of the said military funds, and of providing for the effectual protection of the country and the welfare of the people: Provided always that, whenever and so long as any part or parts of the said Rajah's territories shall be placed and shall remain under the exclusive authority and control of the said East India Company, the Governor in Council shall render to the Rajah a true and faithful account of the revenues and produce of the territories so assumed: Provided also that in no case whatever shall the said Rajah's actual receipt of annual income, arising out of his territorial revenues, be less than the sum of thirty-five thousand Rupees, together with one-fifth part of the net revenues of the whole of his territories; which sum of thirty thousand Rupees, together with the amount of one-fifth of the said net revenues, the East India Company engages at all times and in every possible case to secure and cause to be paid for the use of the said Rajah.

ARTICLE 6.

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

ARTICLE 7.

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

ARTICLE 8.

Whereas the complete protection of the said Rajah's territories may require that such fortresses as are situated within the said territories should be dismantled or garrisoned, as well in time of peace as of war, by British

troops and officers, the said Rajah hereby engages that the said English Company Bahadour shall at all times be at liberty to dismantle or garrison, in whatever manner they may judge proper, such fortresses and strong places within the territories of the said Rajah as it shall appear to them advisable to take charge of.

ARTICLE 9.

The Rajah of Cochin hereby promises to pay at all times the utmost attention to such advice as the English Government shall occasionally judge it necessary to offer to him, with a view to the economy of his finances, the better collection of his revenues, the administration of justice, the extension of commerce, the encouragement of trade, agriculture, and industry, or any other objects connected with the advancement of the interests of the said Rajah, the happiness of his people, and mutual welfare of both States.

ARTICLE 10.

This Treaty, consisting of ten Articles, being this day, the sixth day of May 1809, settled and concluded at the palace of Anjekanall, near Cochin by Lieutenant-Colonel Colin Macaulay, Resident at Travancore, on the one part, on behalf and in the name of the Honourable Sir George Hilary Barlow, Baronet, and Knight of the Most Honourable Order of the Bath, Governor in Council of Fort Saint George, on the part of the Honourable English East India Company; and on the other part by the Rajah of Cochin, for himself and successors; the Lieutenant-Colonel aforesaid has delivered to the said Rajah one copy of the same in English and Tamul, signed and sealed by him, and the said Rajah has delivered to the Lieutenant-Colonel aforesaid another copy, also in Tamul and English, bearing his seal and signature; and the aforesaid Lieutenant-Colonel has engaged to procure and deliver to the said Rajah, without delay, a copy of the same under the seal and signature of the Honourable the Governor in Council, on the receipt of which by the said Rajah the present Treaty shall be deemed complete and binding on the Honourable the English East India Company and on the Rajah of Cochin, and the copy of it now delivered to the said Rajah shall be returned.

Mark of the Rajah

Seal.

(Sd.) G. H. BARLOW.

" W. PETRIE.

" T. OAKES.

" J. CASAMAJOR.

By the Honourable the Governor in Council.

(Sd.) A. FALCONAR,

Chief Secretary to Government.

Ratified in Council on the 17th October 1869.

(Sd.) MINTO.

„ G. H. BARLOW.

„ T. OAKES.

„ J. CASAMAJOR.

By the Right Honourable the Governor-General in Council.

(Sd.) A. FALCONAR,

Chief Secretary to Government.

No. XL.

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

Fort St. George, 6th October 1870.

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

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

The transfer will date from the 22nd September 1869.

By Order of His Excellency the Governor in Council.

(Sd.) R. A. DALYELL,

Acting Secretary to Government.

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

NO. XLI.

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

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

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

The 22nd day of August 1899.

Diwan of Cochin.

(Sd.) RAMA VURMAH,

Raja of Cochin.

 No. XLII.

COCHIN RAILWAY AGREEMENT.

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

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

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

Interpretation.

State.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. The necessary expenditure to render the station buildings of the Madras Railway at Shoranur available for use as a joint station will at all times be undertaken by and at the cost of the Company. Interest will be charged upon the total cost of the joint station premises, as per schedule annexed, at the rate of 5 per cent. per annum; but in consideration of the Madras Railway through traffic (as defined in paragraph (r) of clause 1 of this agreement) with which the State Railway is not concerned, one-fifth of the interest on the cost of the Shoranur joint station shall be paid by the Company and the remaining four-fifths of that amount shall be paid by the State and Company's Railways in proportion to the weight of their local and interchanged traffic at Shoranur. The weight of coaching traffic shall be reckoned according to the usual scale as follows: For each passenger of whatever class $\frac{1}{8}$ ton. Parcels at actual weight.

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

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

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

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