Kolhapur Agency-S. M. Jagirdars-The Patwardhans-No. XCVI.



## ARTICLE 2.

There shall be no mint or coinage in Shapore, to prevent objections regarding the currency.

## ARTICLE 3.

No equivalent to be required from the British Government on account of these two items.

### ARTICLE 4.

The Collector will fix villages in the neighbourhood of Belgaum, with the exception of Shapore, to be given up to the amount of Rupees 10,775-1-68, required to complete the sum of Rupees 1,35,000. Villages to be given up which contain toddy trees, in order to prevent future collision, and the nemnook or village payments to be deducted in the estimation of their value.

#### ARTICLE 5.

The large petta of Shapore near the cantonment shall aid in the supply of coolies and bullocks that may be required for military purposes.

## ARTICLE 6.

The Collector of Dharwar will deliver over all the lands held under attachment, which are to be relinquished on security being furnished for such other lands being given (by three instalments of one month each) as shall be found requisite to complete the necessary sum (Rupees 1,35,000), the deductions on account of police and nemnook expenditure being included in the calculation.

### ARTICLE 7.

The revenues of the relinquished lands are entered according to the data furnished from the Collector's Office at Dharwar; and the Vakeel having represented that the revenues may be found to be somewhat greater on examination, it is stipulated that should such be the case, there will be a proportional deduction made in the lands remaining to be transferred to the Company in the Shapore Mehal.

# AGREEMENT made by CHINTAMUN RAO PANDOORUNG, Sunnut Ushreen-wu-Myatein-wu-Ulf 1229 Fuslee.

I was a Sirdar and subject under the Peishwa. The Peishwa's government was set aside and that of the Company established. My jaghire has

## Kolhapur Agency-S. M. Jagirdars-The Patwardhans-No. XCVI. Part II

273

with the other territories come under the British Government. I will serve the British Government, as I may be directed, with fidelity and attachment, with such lands as may be graciously bestowed on me. I shall not maintain connection with, or dependence on, the Peishwa. I shall not hereafter make any claims according to the former Tynat Zabita. I relinquish the claim I made formerly of my relations, the Miritchkur, Tasgaonkur, Koorundwarkur Sirdars, being under my authority. I accept only whatever jaghire the British Government may be pleased to grant me, and I beg a memorandum for the continuance of it, by which I will permanently abide. This is the agreement. Abstract Statement of the Revenues of the Districts finally ceded from the Jaghire of Chintamun Rao Appa Saheb, Chief of Sanglee, to the British Government in June 1821, and attached to the Dharwar Collectorate to make good the annual sum of Rupees 1,35,000, net produce, in lieu of the service of his quota of horse.

10

Number.	Districts,	No. OF VILLAGES.				ACTUAL GROSS PRODUCE.				DEDUCTIONS,			
		Mouzas.	Muzzas.	Total.	Kumal Amount,	Land Revenue,	Bajee Bab.	Sayer.	Total.	District Establish- ment, etc., charges.	Wurshasun, nemnook, etc., etc.	Total Deductions,	Remains, Net Produce.
1	Pergunnah New Hooblee .	41	6'	47	67,599 91	52,18x 4}	4,684 5	12,912 4}	69,771 15	4.547 7ž	3,181 3	7,728 10k	62,049 4
2	Pergunnah Turus	45	4	50	47,395 112	54, 198 232	418 152	6,437 14	41,049 10	2,536 67	2,975 9	5,511 158	35,537 10
3	Pergunnah Burdal	16		16	10,937 8	7.636 ab			7,656 23	392 153		392 15g	7,263 3
•	Pergunnah Bumegutta	71		11	3,279 9	8,680 7ž	25 4	409 13	9.115 8ž	591 o <b>t</b>	38 ali	629 2 <del>2</del>	8,486 5
5	Sirdeshgut of Gopunkope .	5		5.	17,896 13	14,163 0}	m9-13	266 22	14,428 32	935 IIZ	517 98	I+453 4	12,974 148
6	In the Pergunnah of Shapore .	6	1	7		9,531 IOZ			9,321 102	633 o <del>l</del>		633 02	8,688 93
	Total .	<b>3</b> 91	11	136		1,26,194 62	5,128 82	20,026 3}	1,51,349 02	9,635 97	6,712 8	16,349 14	1,35,000 0

(Sd.) J. MACLEOD,

First Assistant.

273

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## No. XCVII.

TERMS granted by the HONOURABLE EAST INDIA COMPANY to GUNPUT RAO BAPPOO PUTWURDHUN regarding the lands which he held from the PEISHWA'S GOVERNMENT for the PAVMENT of his CONTINGENT, of his PERSONAL ALLOW-ANCE, etc., and regarding the future arrangement of his jaghire and the execution of the AGREEMENT concluded with him by BRIGADIER-GENERAL T. MUNRO. Arabic year 1220-(1819).

## ARTICLE 1.

According to ancient practice, you ought to serve with as many horse as your lands will maintain at Rupees 300 a horse; but as that would be more than you could accomplish, General Munro made the following declaration in the 13th Article of his Agreement :— "The Company does not exact service like the constant duty you used to do under the Peishwa; once in ten or fifteen years, when an important affair occurs, it is necessary to come to the Company's assistance; except in such times you shall not always be summoned." On this you have now requested that the terms of your service may not be left indistinct, and have stated your inability to act up to the full extent of the terms of your Tynat Zabita: it is therefore agreed that you shall be excused the service of three-fourths of your contingent, and shall serve constantly with the remaining fourth, 150 horse only. This is hereby confirmed by the government.

## ARTICLE 2.

Your troops shall be mustered whenever called on ; the horses and men shall be good and effective, and shall serve the whole year. Should the number upon muster prove deficient, the amount of such deficiency shall be repaid to government at the established rate. If a detachment of 20 or 25 horse is required to be sent from the army on your affairs, you must first mention it to the officer in command on the part of the government, and they will in that case be included in the muster. When your troops are not required, they will be permitted to return to your own station for monsoon quarters for four months during the rainy season, but if they are required, they must remain.

## ARTICLE 3.

You shall serve in such manner as the government may order ; you will not in general be required to serve beyond the Godavery and Toombudra ; but if at any time you should be required to do so, you must go without

274

Kolhapur Agency-S. M. Jagirdars-The Patwardhans-No. XCVII.

objecting. On such occasions you will be furnished with money for the payment of your troops according to the estimated expense, which money is to be repaid to government in your own country.

#### ARTICLE 4.

In the event of either men or horses being killed or wounded in action, you will receive no compensation from government; all expenses are to be provided for out of the war allowance granted. This is to be observed according to former practice; but if any great man should be wounded or killed in action, a reward will be given to him by the government if wounded, or a pension to his family if he be killed in action.

## ARTICLE 5.

In addition to your contingent you will maintain at your own expense such establishments for the preservation of order within your limit as may be necessary; and in the event of disturbances in the districts adjoining to yours, you will furnish assistance with such troops as may be in your lands. If any great disturbance should break out in your lands, you will receive assistance on your applying to government.

#### ARTICLE 6.

In the 10th Article of the Agreement with General Munro it is written that on your submitting to the British Government, your jaghire shall be continued to you on the former footing, and in the 14th Article is a similar engagement for the maintenance of your honour and dignity : it is therefore agreed that as long as you shall continue to serve the British Government with fidelity and attachment, your jaghire shall remain unquestioned and undisturbed in your possession, and a Sunnud shall be procured to the same effect from His Excellency the Most Noble the Governor-General hereafter. When new Sunnuds are required for your descendants in succession, it is to be represented to government, which will graciously confer a new Sunnud without exacting any nuzzur. A separate Article has been executed on this head, which will be conformed to.

#### ARTICLE 7.

Any villages, lands, or other possessions belonging to your surinjam enam situated within the lands of government shall be continued without obstruction as they have heretofore been continued.

#### ARTICLE 8.

You will continue all rights within your jaghire, whether belonging to the State or individuals, all doomallee, surinjam, and enam villages and lands, all wurshasuns (or annual pensions), dhurmadaos (or religious establishments), rozeenah (daily stipends), khyrats (alms to Mahomedans),

VOL. VII.

art 11

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276

nemnooks(or assignments of the revenue), etc., in conformity to the list contained in the grant of your surinjam, and if in any particular instance any interruption shall have been offered to a grant not annulled by government, such grant shall likewise be made good without hindrance to the proprietor. No complaints on this head are to be suffered to reach the government. If any zemindar should be guilty of rebellion or treason, or should resist your authority, you are at liberty to resume his lands as a punishment on satisfying yourself of his guilt. If any of the other persons above enumerated should be guilty of an offence, or if any of them should die without heirs, you will announce it to government, which will punish the guilty and "take possession of the vacant lands."\*

#### ARTICLE. 9.

You will attend to the prosperity of the ryots of your jaghire, to the strict administration of justice, and the effectual suppression of robberies, murders, arsons, and other crimes. The government will not enquire into any trifling complaints that may arise in your jaghire. When any complaint is made, it will be referred to you, and you are to settle it equitably. If at any time your jaghire should fall into great disorder, and robberies should be committed without proper investigation and redress on your part, it will be necessary that arrangements should be made on the part of the government.

#### ARTICLE 10.

You shall on no account entertain troops for the purpose of engaging in a contest with any person whatever. In the event of any cause of dispute arising, you must not resort yourself to extreme measures, but must refer the question to government for consideration; it will then be impartially adjusted, and you must abide by the decision.

#### ARTICLE 11.

In the 15th Article of your Agreement with General Munro it is agreed that if any persons of your district, or any of your dependants, should be guilty of offences, and should fly to the government or to any other person, they shall, on representation to government, be delivered up. It is therefore now agreed that if any offenders of yours escape to the lands of government, or to those of other persons, you are to represent it to government, and on enquiry they shall be delivered up ; and should any offenders against the government, or criminals belonging to its territory, seek refuge in your country, they will be pursued by the government officers, and you will afford every assistance in delivering up such offenders.

#### ARTICLE 12.

The British Government will maintain your rank and dignity as it was maintained under His Highness the Peishwa in former times. It will attend to any of your representations and will decide equitably upon them; you shall in no respect suffer injury, but will, of course, be supported as far as is Part II Kolhapur Agency-S. M. Jagirdars-The Patwardhans-No. XCVII.

just. To this effect it was promised by General Munro in the 4th Article of his Agreement; it is therefore inserted here.

#### ARTICLE 13.

It was agreed by General Munro that you should only serve on great occasions, such as occur once in ten or fifteen years; nevertheless, you have agreed to serve at all times with a fourth of your contingent; it is therefore determined to grant you, under the name of personal allowance (Zabita Tynat), lands yielding an annual revenue of Rupees 30,000, to commence from the 1st day of the current year.

#### ARTICLE 14.

It was agreed by General Munro, in the 16th Article of his agreement, that your disputes with your relations should be equitably adjusted; there is a stipulation in the 4th Article for the equitable division of Bhoze and Yekshumba, and an adjustment on these principles would exclude all considerations of delicacy: it is therefore resolved to put an end to the disputes between the Sirdars by the following grant to you, to commence from the 1st day of the current year, in full satisfaction of all your claims regarding the jaghire. If the village of Bhoze is not obtained for you from Gopal Rao, you will receive lands yielding Rupees 6,400 a year, the addition of Rupees 300 to the value of the village being as a compensation for your disappointment. In lieu of the third share of Annapore, you will receive Rupees 1,300.

#### ARTICLE 15.

You applied to General Munro for an enam for the god Gunputtee, at Tasgaon; it is therefore determined to grant, from the first day of this year, an enam of Rupees 2,000; Rupees 1,000 for the expenses of the daily sacrifice and annual ceremonies, and Rupees 1,000 for the expense of a band of music.

## ARTICLE 16.

If it should appear that you were in the habit of receiving from the Peishwa's government exemptions from the payment of duties on flocks of sheep, or rice, cloth, and other articles required for your own use, you will on enquiry receive similar exemptions, but should these exemptions derange the system established for the country, they will not be granted.

#### ARTICLE 17.

The lands now granted to you for a personal Tynat, and for the purpose of accommodating your disputies with your family, do not involve the service of any horse in addition to the stipulated number of 150.

The above seventeen Articles are agreed to this 17th of June 1819, Shabun 23rd, 1220 Arabic, in camp at Moochoondee, in the pergunnah of Jutt.

## No. XCVIII.

278

TERMS granted by the HONOURABLE EAST INDIA COMPANY to KESSOW RAO BABA PUTWURDHUN regarding the lands which he held from the GOVERNMENT of HIS HIGHNESS the PEISHWA for the PAYMENT of his CONTINGENT, of his PERSONAL ALLOWANCE, etc., bearing date the Arabic year 1219, A.D. 1819.

## ARTICLE I.

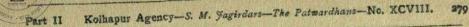
In the Arabic year 1213 a settlement was concluded, and a letter and a memorandum on the part of the British Government were despatched from Punderpore. In the three Articles of that memorandum it is written that you are to serve the Peishwa according to the custom of the Mahratta Empire, as it appears in your Tynat Zabita ; but as the Sirdars would not be able to perform the serving according to the terms of their Tynat Zabitas, it is now settled, out of consideration for them, that they shall serve with onefourth of the contingent of troops, for the maintenance of which they hold lands, or that in lieu of such service they shall pay to government in ready money, at the rate of Rupees 300 a horse, the amount of the allowance of that number of troops, or that they shall relinquish an equivalent in land. Whereupon you having agreed to serve with 70 horse, being a fourth of your contingent, that arrangement is hereby confirmed by the government.

## ARTICLE 2.

Your troops shall be mustered whenever called on ; the horses and men shall be good and effective, and shall serve the whole year. Should the number upon muster prove deficient, the amount of such deficiency shall be repaid to government at the established rate. If a detachment of from 5 to 7 horse is required to be sent from the army on your affairs, you must first mention it to the officer in command on the part of the government, and they will in that case be included in the muster. When your troops are not required, they will be permitted to return to your own station for monsoon quarters for four months during the rainy season, but if they are required they must remain.

#### ARTICLE 3.

You shall serve in such manner as the government may order; you will not in general be required to serve beyond the Godavery and Tumbudra; but if at any time you should be required to do so, you must go without objecting. On such occasion you will be furnished by government with money for the payment of your troops at the established rate of pay, which money is to be repaid to government in your own country.



#### ARTICLE 4.

In the event of either men or horses being killed or wounded in action, you will receive no compensation from government; all expenses are to be provided for out of the war allowance granted. This is to be observed according to former practice; but if any great man should be wounded or killed in action, a reward will be given to him by the government if wounded, or a pension to his family if he be killed in action.

#### ARTICLE 5.

In addition to your contingent you will maintain at your own expense such establishments for the preservation of order within your limits as may be necessary ; and, in the event of disturbances in your neighbourhood, you will furnish assistance with such troops as may be in your lands. If any "great disturbance should break out in your lands, you will receive assistance on your applying to the government.

## ARTICLE 6.

As long as you continue to serve the British Government with fidelity and attachment, your jaghire shall remain unquestioned and undisturbed in your possession and that of the Sirdars of your family. This stipulation, expressed in the 5th Article of the Terms of Punderpore, is hereby confirmed, and a Sunnud shall be procured to the same effect from His Excellency the Most Noble the Governor-General hereafter. When new Sunnuds are required for the descendants of each respectively, it is to be represented to the government, which will graciously confer a new Sunnud, and continue the jaghire without exacting any nuzzur.

#### ARTICLE 7.

Any villages, lands, or other possessions belonging to your surinjam or enam, situated with the lands of government, shall be continued without obstruction as they have heretofore been continued.

## ARTICLE 8.

You will continue all rights within your jaghire, whether belonging to the State or individuals; all doomallee, surinjam, and enam villages and lands, all wurshasuns (or annual pensions), dhurmadaos (or charitable allowances), dewasthans (or religious establishments), rozenah (daily stipends), khyrats (alms to Mahomedans), nemnooks (or assignments on the revenue, etc.), in conformity to the list contained in the grant of your surinjam; and if in any particular instance any interruption shall have been offered to a grant not annulled by government, such grant shall likewise be made good without hindrance to the proprietor. No complaints on this head are to be suffered to reach the government. If any zemindar shall be guilty of rebellion or treason, or should resist your authority, you are at liberty to resume his lands as a punishment on satisfying yourself of his guilt. If any of the other persons Kolhapur Agency-S. M. Jagirdars - The Patwardhans-No. XCVIII. Part II

above enumerated should be guilty of an offence, or if any of them should die without heirs, you will announce it to government, which will punish the guilty and make arrangements.\*

## ARTICLE 9.

You will attend to the prosperity of the ryots of your jaghire, to the strict administration of justice, and the effectual suppression of robberies, murders, arsons, and other crimes. The government will not enquire into every complaint that may arise in your jaghire. When any complaint is made it will be referred to you, and you are to settle it equitably. If at any time your jaghire should fall into great disorder, and robberies should be committed, or if any great crime should be committed, without proper investigation and redress on your part, it will be necessary that arrangements should be made on the part of the government.

## ARTICLE 10.

You shall on no account entertain troops for the purpose of engaging in a contest with any person whatever. In the event of any cause of dispute arising, you must not resort yourself to extreme measures, but must refer the question to government for consideration; it will then be impartially adjusted and you must abide by the decision. This Article corresponds with the fourth clause of the Terms of Punderpore which is hereby confirmed.

## ARTICLE II.

If any offenders from your jaghire lands shall come into those of the government, you will represent the affair, and they shall on enquiry be delivered up to you; and should any offender against the government, or criminal belonging to its territories, seek refuge in your country, they will be pursued by the government officers, and you will afford every assistance in delivering up such offenders.

#### ARTICLE 12.

The British Government will maintain your rank and dignity as it was maintained under His Highness the Peishwa in former times. It will attend to any of your representations, and will decide equitably upon them. You shall in no respect suffer injury, but will, of course, be supported as far as is just.

# GUNPUT RAO TATIA MEERUJKUR and GOPAL RAO JUMKHUNDEEKUR.

The treaty with these Chiefs is the same as that contained in 12 Articles with the Chief of Koorundwar, with the addition that both parties shall

\* In the English translation transmitted from Poona, it is here entered " shall take possession of the vacant lands."

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serve with 300 horse, as noted in 1st Article; and in the 2nd Article that, should occasion require it, they may send from 25 to 40 horse for their own service on receiving the sanction of the officer commanding on the part of government.

Date of Treaty, 6th June 1819, Gulgullee on the Kistna.

## GUNPUT RAO SHEDBALKUR.

The Treaty with this Chief was made at the same place. It corresponds with the Koorundwarkur's Treaty, excepting in requiring the services of 70 horse in the 1st paragraph and in the 2nd Article admitting of 5 or 7 horsemen being employed at home.

Dated 6th June 1819.

Part II

## No. XCIX.

TRANSLATION of a LETTER from TRIMBACK RAO GUNPUT of SHEDBAL, to J. D. INVERARITY, ESQ., ACTING POLITICAL AGENT, SOUTHERN MAHRATTA COUNTRY, dated 9th Rubbee-ool-Akhir Sunnut Suman-wu-Arbaeen-wu-Myatein-wu-Ulf Shukkay 1769, Pluvung Nam Saowutsur, or Wednesday, the 11th of Falgoon Shood, the 15th March 1848.

After compliments .-- Further you have addressed to me a letter dated 4th January 1848, to the effect that on a former occasion a communication was sent to me enquiring what objection there existed to make a cash payment or cede land to government in lieu of my sowars serving under government; and that now, under instructions from government, this letter is written to me to say that on my adopting measures to make a cash payment for my 36 sowars, who at present serve under government, at the rate of Rupees 22-4-3 each a month, that is, Rupees 801-9 per mensem, or 9,618-12 per annum, or cede land in lieu of this payment, the remaining 34 sowars whom I am liable to furnish in conformity to my engagements will be dispensed with; but that in virtue of the tenure of the surinjam continued to me, I am to attend with my forces, etc., to afford assistance to government when it has occasion for the same. With reference to this, I beg to state that on an emergency, assistance shall be rendered to government by sending (men, etc.) out of my surinjam (or force). I am very glad that you have been kind enough to dispense with 34 sowars. I shall continue to pay to government, on account of the salary of the remaining 36 sowars, Rupees 9,618-12 per annum, at the rate of Rupees 801-9 per mensem.

For the rest, etc., etc.

## Kolhapur Agency-S. M. Jagirdars-The Patwardhans-No. XCIX. Part II

TRANSLATION of a LETTER from RAMCHUNDER RAO GOPAL of JUMKHUNDY, to J. D. INVERARITY, ESQ., POLITICAL AGENT, SOUTHERN MAHRATTA COUNTRY, dated 29th Jemmadee ool-Akhir Sunnut Tissa-wu-Arbaeen-wu-Myateinwu-Ulf, dated 23rd May 1849.

After compliments.—Further two memoranda have been received from you to the address of my Vakeel, stating that the Bai Saheb had sent a letter to the effect that she did not wish to make a cash payment in lieu of the sowars from this estate who perform service under government, and that the sowars b allowed to serve as before; that therefore these written communications are sent to me with a request that I should at an early date inform you in writing which of the above courses I wish to follow. With reference to this, I beg to state that for a long period, and from the time of my ancestors Bargeer Silledars, etc., the dependants of my family, rendered services when occasion required; that out of these, 78 sowars perform service under government, and that they are to be provided for. I have addressed a letter, under date the 29th May 1848, to the effect that 72 sowars being dispensed with, I agree to pay, according to the orders of government, Rupees 20,840-10 on account of the annual salary of 78 sowars.

For the rest, etc., etc.

# TRANSLATION of a LETTER from GUNGADHUR RAO GUNESH of MEERUJ, to J. D. INVERARITY, ESQ., POLITICAL AGENT, SOUTHERN MAHRATTA COUNTRY, dated 28th Shaban Tissa-wu-Arbaeen 1258 Fuslee, the 30th July 1848.

After compliments .- Further, your letter No. 5, dated 12th June 1848, has been received, stating, with reference to my communication, to the effect that the annual salary of my sowars who now serve (under government), calculating it according to its monthly rate, amounts to Rupees 12,557-13, and that this sum should be annually recovered from the amount of duties ; that the subject of duties is under the consideration of government, and that on a decision being passed on it, the sum (due on account of duties) would be paid to me, but that the above-mentioned amount (on account of sowars) is required to be paid in cash, and requesting me to state my wishes on the point. Adverting to this (letter), I beg to state that as it is written (above) that the amount on account of duties will be paid according to the decision (that may be passed), I have no further representation to make about the matter. On a former occasion I wrote to you everything, including particulars about sowars. It is now stated above that the sum (on their account) should be paid in cash. I shall accordingly continue to pay it in cash. I have no objection to make a cash payment. Let this be known to you.

For the rest, etc., etc.



Part II Kolhapur Agency-S. M. Jagirdars-The Patwardhans-No. XCIX.

TRANSLATION of a LETTER from LUXOOMUN RAO MADHO of MEERUJ, to J. D. INVERARITY, ESQ., POLITICAL AGENT, SOUTHERN MAHRATTA COUNTRY, dated 17th Rubee-ool-Awul Sunnut Arbaeen-wu-Myatein-wu-Ulf, Tuesday, the 4th of Magh, Wudya Shukkay 1769, Pluvung Nam Saowutsur, corresponding with 22nd February 1848.

After compliments.—Further, you have addressed to me a letter dated 4th January 1848, to the effect that on a former occasion a communication was sent to me enquiring what objection there existed to make a cash payment or cede land to government in lieu of my sowars now performing service under government, and that now, in accordance with instructions from government, this letter is sent to me to say that on my adopting measures to make a cash payment for my 24 sowars now under government, at the rate of Rupees 22-4-3 each a month, that is, Rupees 534-6 per mensem, or Company's Rupees 0,412-8 per annum, or cede land in lieu thereof, the remaining 46 sowars, whom I am liable to furnish for servive in conformity to my engagements, will be dispensed with. I have learned this—you have dispensed with 46 sowars, and it has been settled that Rupees 6,412-8 on account of the salary of 24 sowars per annum should be paid to the Company's government. I will continue to pay this sum in cash.

For the rest, etc., etc.

TRANSLATION of a LETTER from VENKUT RAO RAJAH GHOREPURAY of SUMSTHAN MOODHOLE to J. D. INVER-ARITY, ESQ., ACTING POLITICAL AGENT, SOUTHERN MAHRATTA COUNTRY, dated 25th Ramzan 1258 Fusiee, or 25th August 1848.

After compliments. —Further in a letter received from you, it was stated that on my making a cash payment of the salary of my 10 sowars who perform service (under government), the remaining 10 sowars would be dispensed with. I thereupon wrote, under date the 17th January 1848, to say that service would be rendered, as from former times it was the intention of the members of my family to perform service; but I learn from my Vakeel's writing that all the jaghiredars have now consented to make cash payments in lieu of service. It would not be proper for me to withhold my consent to the measure after all have agreed to it. I therefore do not object to make a cash payment of Rupees 2,67.-14, being the amount of the annual salary of the o sowars, if (the other) 10 sowars are dispensed with. The payment will be made at any place you may name. The 10 sowars who now perform service are old dependants of my family. If they are employed on behalf of

#### Kolhapur Agency-S. M. Jagirdars-The Patwardhans-No. XCIX. Part II

government, it would not be necessary for me to make provision for their support; if they are not employed on behalf of government, I shall have to make provision for them, as they are old dependants of my family. It therefore rests with you kindly to employ these sowars.

For the rest, etc., etc.

TRANSLATION of a LETTER from RUGHOONATH RAO KESHEW of KOOROONDWAR to J. D. INVERARITY, ESQ., ACTING POLITICAL AGENT, SOUTHERN MAHRATTA COUNTRY, dated 14th Rubee-ool-Akhir Sunnut Suman-wu-Arbaeen-wu-Myateinwu-Ulf 1257 Fuslee, corresponding with 21st March 1848, Shukkay 1769, Pluvung Nam Saowutsur the 2nd of Falgoon Shoodh.

After compliments .- Further, I have received your circular letter No. 1, dated 4th January 1848, to the effect that on a former occasion a communication was sent to me, enquiring what objection there existed to make a cash payment or cede land in lieu of my sowars who render service to government and that now, under instructions from government, this (letter) is written to me to say that on measures being adopted to make a cash payment for my 36 sowars who now perform service under government at the rate of Rupees 22-4-3 each a month, that is Rupees 801-9 a month, or Rupees 9,618-12 per annum, or to cede land in lieu of this payment, the remaining 34 sowars, whom I am liable to furnish for service in conformity to my engagements, will be dispensed with. With reference to this, I beg to state that in paragraph 1 of the Memorandum about the settlement of my surinjams, etc., given at Poona by the Honourable Elphinstone with his signature and seal thereon, in the year 1819, corresponding with sun Ushreen Myatein-wu-Ulf, it is stated that considering that Sirdars will not be able to get on if they were required to perform service with troops, according to the practice prevailing in the Sivuraj (or the Peishwa's rule), and the former Tynat Zabita, and that therefore a settlement is made out of (regard for) them ; that for the districts continued on account of surinjams sowars equivalent (or whose salaries may be equal) to one-fourth, the proceeds thereof should be furnished, or in lieu thereof the amount equal to their salaries should be paid in cash to government, or territory transferred on their account. That accordingly the abovementioned personage settled that 70 sowars should be furnished for service on account of one-fourth (of the surinjam held), and stated that the settlement had been sanctioned by government. Accordingly it was settled that 70 sowars, equivalent to one-fourth of my surinjam, should be furnished to the Company's government for service, and my family has since been furnishing sowars for service according to the orders received from the Sahib, and it is my intention to furnish sowars for service hereafter also. But you now write that on

384

measures being adopted to make a cash payment for 36 sowars, who at present perform service under government at the above-mentioned rate, or cede land in lieu thereof to government, the remaining 34 sowars, whom I am liable to furnish, will be dispensed with. Bearing in mind the fact that the mehals and villages of this surinjam are losing concerns (that is, yield less revenue than estimated); that the revenue is not received in proportion to the extent of lands cultivated; that this estate is encumbered with a heavy expense; and that therefore it would be difficult for me to get on if I was made to furnish 70 sowars for service according to the engagement entered into, you wrote to His Excellency the Governor in Council, obtained orders for dispensing with the remaining sowars, and addressed a letter to me on the subject. I am very glad that government has conferred this favour upon me. Agreeably to the opinion expressed by you in writing I am willing to pay from year to year by the end of Mrig Sal, Company's Rupees 9,618-12 in cash into the Company's government on account of the salary of 36 sowars.

You write that in virtue of the tenure of the surinjam continued to me I am bound to attend with my forces, etc., to afford assistance to government whenever it has occasion for the same. With reference to this I beg to state that this provision does not appear to exist in the aforesaid Memorandum entered into with the Company's government regarding my estate. Government is, however, well aware that I have never failed, on receiving an intimation, to send in time my troops, etc., to afford assistance to government.

In this manner the particulars are given in two paragraphs, and you will learn the same.

For the rest etc., etc.

## No. C.

# ADOPTION-SUNNUD granted to the PUTWURDHUNS\*-1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now fovern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued; in fulfilment of this desire this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognize and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindu Law and the customs of your race.

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

(Sd.) CANNING.

Dated 11th March 1862.

The same to the Chiefs of Ramdurg and Mudhol.

\* The Chiefs of Sangli, Miraj (Senior and Junior), Jamkhandi, and Kurundwad (Senior).

## No. CI.

I, Gangadharrao Ganesh Patwardhan, Chief of Miraj (Senior), 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 Barsi Light Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

> G. G. PATWARDHAN, Chief of Miraj (Senior).

MIRAJ, 9th June 1905.

## No. CII.

## TRANSLATION of an AGREEMENT entered into by the HONOUR-ABLE COMPANY with NARAIN RAO RAM RAMDROOGKUR -1821.

Whereas your ancestors held the suwasthan of Nurgoond for many years under the government of the Sreemunt Punt Pradhan, and whereas a partition was made between you and the Nurgoondkur, when half the suwasthan, comprising the fort and talook of Ramdroog and 17 villages of the talook of Nurgoond, was awarded to you by the Peishwa's government, and whereas the Peishwa's territories have since come into the possession of the Honourable Company, that government has been pleased, in consideration of the suwasthan being an ancient one, and from personal regard, to continue your possessions to you; the following Treaty is now concluded :—

## ARTICLE I.

You formerly engaged, for the consideration of your fort and possession to serve the Peishwa with 113 horse in lieu of rent; but as you have represented to the government that you have not served the Peishwa for many years, the Sircar renounces its claim to the aforesaid quota of horse, and confirms you in your possessions out of favour, and you on your part engage to continue in friendship with the British Government.

## ARTICLE 2.

In a former agreement \* it was stipulated that you should pay the government annually the sum of Rupees 3,468<sup>§</sup> as your share of the jaghire of

\* With the Peishwa, dated +\* 1219 Fuslee.

Konoor; this Article is confirmed, and you hereby engage to continue to pay the aforesaid sum yearly into the Company's treasury.

#### ARTICLE 3.

As long as you may continue in friendship with the government, the suwasthan and villages attached will be continued to you without interruption, and to your heirs from generation to generation, and a grant to this effect, confirmed by the Supreme Government, will be delivered to you, which will be renewed at every succession to your estate, and on your preferring an application, these Sunnuds will be renewed without the usual demand of nuzzur.

#### ARTICLE 4.

The government hereby engages to continue to you such possessions held by you in enam, &c., at the time of the war, as may be within the limits of the Honourable Company's special dominions, while it reserves the right of resuming such within your territory as may hereafter appear to belong to the Sircar. On your part you engage to continue to the holders of enams, dhurmadao, khyrat, nemnook, &c., within your territory, their several rights without interruption.

## ARTICLE 5.

You further engage to protect the ryots of the country forming your suwasthan, to make legal and just enquiries, to protect the inhabitants against robbers, murderers, thullygars, &c., and to obey such orders as the government may deem it necessary to issue in the event of complaints being preferred against you. In failure thereof, or in the event of your country being, from your own neglect or carelessness, infested with robbers, &c., the Sircar will take measures for its better management.

### ARTICLE 6.

You further engage not to assemble any party, or to attack or fight against any person without the orders of the government, and to report to the government all disputes that you may be involved in without resorting to arms, when a fair enquiry shall be made and orders issued, agreeably to which you engage to conform.

#### ARTICLE 7.

You further engage never to hold any connexion or correspondence with Bajee Rao Sahib or other dowlutdar, or suwasthan, and not to afford assistance to any disaffected person.

#### ARTICLE 8.

You further engage to report to the Sircar all instances, in which any of your offenders shall take refuge in the Company's territories, when enquiries shall be instituted and the offenders transferred to your authority; also to seize and apprehend criminals from the Sircar's country, who may take refuge in your territory, and deliver them to the government, or to assist such

Part II

detachment as the Sircar may deem it necessary to send in pursuit of them, and deliver up the criminals to the Sircar.

9th June 1821, Fuslee.

The Sanad of the Nargundkur was similar to this.

## No. CIII.

TERMS granted by the HONOURABLE EAST INDIA COMPANY to VENKUT RAO RAJAH GOREPURAY regarding the lands which he held of HIS HIGHNESS the PEISHWA for the payment of his contingent, which are now comprised within the territories of the British Government, and are graciously granted to him for furnishing a contingent to government in consideration of his family being of old standing, bearing date Sunnut Ushreen-wu-Myatein-wu-Ulf, corresponding with December A.D. 1819.

## ARTICLE 1.

The five mehals of Moodhole, which were continued until the war for personal and contingent allowance, are now confirmed. It was usual to supply 150 horse, and those who were paid by the Peishwa's government were at the rate of Rupees 12 monthly. In lieu of the latter, a deduction of half (70) the contingent is made. But with a view to support the family, and in consideration that the contingent is required throughout the whole year, and the horses to be good and effective, the British Government is graciously pleased to relinquish three-fourths of the contingent, and to fix the contingent hereafter to be furnished at 20 horse.

#### ARTICLE 2.

The horses shall be good, valuing between Rupees 300 and 400, and the men efficient. They must serve wherever required. Should their numbers be deficient, the amount of such deficiency shall be repaid to government, at the rate of Rupees 300 for each, from the date of being present at muster.

## ARTICLE 3.

In the event of either men or horses being killed or wounded in action you will receive no compensation from government. All expenses are to be provided for out of the allowance granted. This is to be observed according to former practice; but if any great man should be wounded or killed in action, a reward will be given to him by the government if wounded, or a pension to his family if he be killed in action.

## ARTICLE 4.

In addition to your contingent you will maintain at your own expense such establishments for the preservation of order within your limits as may be necessary; and in the event of disturbances in your neighbourhood, you will furnish assistance with such troops as may be in your lands.

## ARTICLE 5.

As long as you continue to serve the British Government with fidelity and attachment, your jaghire shall remain undisturbed in your possession and that of the Sirdars of your family, and a Sunnud shall be procured to the same effect from His Excellency the Most Noble the Governor-General hereafter; when new Sunnuds are required for the descendants of each respectively, it is to be represented to the government, which will graciously confer a new Sunnud and continue the jaghire without exacting any nuzzur.

### ARTICLE 6.

Any villages, lands, or other possessions belonging to your surinjam or enam, situated within the lands of government, shall be continued without obstruction as they have heretofore been continued. You will continue all rights within your jaghire, whether belonging to the State or individuals, all doomala, surinjam, and enam villages, and lands, all wurshasuns (or annual pensions), dhurmadao (or religious establishments), rozeenah, (daily stipends), khyrats (alms to Mahomedans), nemnooks (or assignments on the revenue), etc., in conformity to the list contained in the grant of your surinjam ; and if in any particular instance any interruption shall have been offered to a grant not annulled by government, such grant shall likewise be made good without hindrance to the proprietor. No complaints on this head are to be suffered to reach the government. If any should act improperly, or be without heirs, you shall report to the British, which has authority to punish and resume. If any zemindar should be guilty of rebellion or treason, or should resist your authority, or die without heirs, you are at liberty to resume his lands as a punishment, on satisfying yourself of his guilt, at the same time reporting the matter to government, and receiving its orders regarding it, which shall be executed accordingly.

## ARTICLE 7.

You will attend to the prosperity of the ryots of your jaghire, to the strict administration of justice, and the effectual suppression of robberies, murders, tullee, arsons, and other crimes. Should that not be done, and the government gives orders regarding any complaint made in your jaghire, you

VOL. VII.

SL

289

200 .



Part II

will act accordingly in the settlement of the matter. Any decision of government regarding the administration of justice which may be made on investigation must be duly executed. If any obstruction should be offered, or should the country fall into great disorder, and robberies and other offences begin to be committed, the government will make such arrangement for the surinjamee lands as it may deem proper.

## ARTICLE 8.

You shall on no account entertain troops for the purpose of engaging in a contest with any person whatever. In the event of any cause of dispute arising, you must not resort yourself to extreme measures, but must refer the question to government for consideration; it will then be impartially adjusted, and you must abide by the decision.

#### ARTICLE 9.

You shall hold no connexion or correspondence with Bajee Rao or other dowlutdar, or suwasthan, as proclaimed by government, and shall afford aid to no disaffected person. This condition is hereby engaged for, and if infringed, the jaghire will not be continued.

#### ARTICLE 10.

If any offenders from your jaghire lands shall come into those of the government, you will represent the affair, and they shall on enquiry be delivered up to you; and should any offender against the government, or criminal belonging to its territories, seek refuge in your country, he shall be apprehended and delivered up, and if pursued by the government officers, you shall afford every assistance in delivering up such offender.

### ARTICLE 11.

The British Government will maintain your rank and dignity as it was maintained under His Highness the Peishwa in former times. It will attend to any of your representations and will decide equitably upon them. You shall in no respect suffer injury.

The above 11 Articles are agreed to this 27th December, 5th Rubbee-ool-Awul; Poonah.



ast II



## VIII-SAWANTWARI (SAVANTVADI).

The Sawants were hereditary deshmukhs of Wari near Goa. They are of the Bhonsla family; and are still styled by that name. The family is an old one, but the first Chief of note was Khem Sawant, who in 1707 received from Sahuji, the successor of Shivaji, a deed confirming him in his possessions in full sovereignty, and assigning to him, conjointly with the Chief of Kolaba, half the revenues of the Salshi Mahal.

The first Chief with whom the British Government formed relations was his nephew Phond Sawant, who succeeded in 1709. The Treaty (No. CIV), which was concluded in 1730, was offensive and defensive against Kanhoji Angria, the piratical Chief of Kolaba. Phond Sawant was succeeded in 1738 by his grandson, Ramchandra Sawant, and he in 1755 by his son Khem Sawant, who ruled for forty-eight years. The rule of Khem Sawant was one long war with various Maratha Chiefs, particularly the Raja of Kolhapur, and with the Portuguese, in the course of which he lost some of his best districts. His piracies provoked the British Government, who in 1765 sent an expedition against him, and captured the fort of Reri, which they named Fort Augustus. The fort, however, was restored on his subscribing a treaty, dated the 7th April 1765 (No. CV), by which he ceded all the lands between the rivers Karli and Salshi from the sea to the foot of the hills, and bound himself to pay a lakh of rupees for the expenses of the expedition ; to allow free trade; and to permit the British to build a factory in his territories. The treaty was not observed, and the following year another (No. CVI) was concluded. By this treaty Khem Sawant ceded the fort of Vingorla for thirteen years, or for such further time as the indemnity should remain unpaid.

Khem Sawant died in 1803 without male issue, and there ensued a civil war regarding the succession. In 1805 the war terminated by the widow of Khem Sawant adopting Ramchandra Sawant, or Bhau Sahib, who was murdered in 1807. He was succeeded by Phond Sawant, who ruled till 1812, under the regency of Durga Bai, second widow of Khem Sawant. Shortly before his death, in consequence of repeated piracies committed by his subjects, a Treaty (No. CVII) was negotiated in 1812 with him for the suppression of piracy. He was required to cede the fort of Vingorla, and to promise to cede the forts of Reri and Neoti, if piracies were committed in future. All vessels leaving Neoti were subjected to search by the British authorities. To this treaty it was proposed to add supplementary articles, ceding absolutely the forts of Reri and Neoti, and binding the Raja to abstain from hostilities with other States, and to refer all

VOL. VII.

U 2

#### Sawantwari.

202

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disputes to the arbitration of the British Government, who, on their part, were to guarantee the territories then in the Raja's possession against the aggression of all foreign powers. But as the terms of these articles were believed to interfere with some supposed claims of the Peshwa to supremacy over Sawantwari, the negotiations were never prosecuted to a conclusion.

On the death of Phond Sawant, his son, Khem Sawant, succeeded, Durga Bai being again regent. She commenced her rule by forcibly occupying the forts of Bharatgarh and Narsingarh, which had been wrested from Sawantwari a few years before by the Raja of Kolhapur, the integrity of whose territories the British Government were by a recent treaty bound to defend. The Rani rejected all proposals for an amicable adjustment of the dispute, ... and Sawantwari was therefore declared to be in a state of war. The districts of Maland and Varad, interlaced with the territory in Malwan, which had been ceded to the British Government by Kolhapur, were seized, and preparations were made for the invasion of Sawantwari. Hostilities, however, were suspended in consequence of the anarchy which prevailed in Sawantwari, arising out of disputes between Durga Bai, supported by Sambhaji Sawant, and another Rani, Dadi Bai, supported by Chandroba. The latter wished to place in power a person pretending to be the Bhau Sahib, who, they alleged, had not been murdered in 1807. Durga Bai was up reduced to great difficulties, and offered to adjust all causes of quarrel if all the British Government would support her cause. Interference, however, was declined. In the meantime the Chiefs who headed the rival factions seized forts and plundered on their own account. Their depredations extended to British territory. During the war with the Peshwa also, Durga Bai, who had again recovered much of her former power, threatened the invasion of British territories, and did what she could to support the Peshwa's cause. The depredations committed in British territory did not cease even after the overthrow of the Peshwa; and it was found impossible longer to postpone hostilities with Sawantwari. A force was marched into the country, and terms were offered after the capture of the forts of Yashwantgarh or Reri and Neoti. Meanwhile Durga Bai had died, and the regency had been assumed by the two Ranis, Savitri Bai and Narmada Bai, the surviving widows of Khem Sawant. The terms offered were readily accepted, and a Treaty (No. CVIII) was concluded on the 17th February 1819, by which the British Government agreed to protect the State of ... Sawantwari; and the regency acknowledged the British supremacy; agreed to abstain from political intercourse with other States ; to deliver up to the. British Government persons guilty of offences in British territory ; to cede the whole line of sea-coast from the Karli river to the boundaries of the

## Sawantwari.

777



Portuguese possessions; and to receive British troops into Sawantwari. In consideration of the readiness with which these terms were accepted, a portion of the territory which had been ceded to the British Government, yielding a net revenue of Rs. 30,000, was by Treaty (No. CIX) restored in the following year.

In 1820 three engagements were mediated between the Kolhapur and Sawantwari Darbars. The first (No. CX) regulated the amount of revenue to be paid to the fort of Rangna from the district of Mangaon; the second (No. CXI) fixed the revenue payable to the fort of Manohargarh from the district of Manohar; and the third (No. CXII) transferred the village of Sivapur from Sawantwari to Kolhapur, in exchange for another village. The revenue assignments for the forts were, in 1822, commuted to a money payment of Pirkhani Rupees 7,834-6-8 to Kolhapur. But in 1826 a tract of country yielding the above amount was transferred to Kolhapur by the British Government, and thereafter the money payment was made by Sawantwari to the British Government.

In 1846 the fort of Manohar and the possessions appertaining thereto below the Ghâts were transferred from the Kolhapur State to Sawantwari for control and management. In 1863 all pecuniary and territorial claims of Kolhapur connected with that fort and certain villages of the fort of Prasidhgarh were settled, and in lieu thereof a fixed sum of Rs. 3,898-10-2 is annually paid by the Sawantwari State to Kolhapur.

Khem Sawant was entrusted with the administration of the State in 1822. His affairs soon got into disorder, and in 1830, and again in 1832, he received the assistance of British troops to suppress rebellion. On the latter occasion he was required to execute a Treaty (No. CXIII), by which he bound himself not to remove his minister without the sanction of the British Government; to adopt such measures of reform as the British Government might sanction; and to pay the cost of any troops required for the settlement of his affairs. In 1838 the Chief transferred (No. CXIV) to the British Government the right to levy land and sea customs in Sawantwari, the British Government agreeing to pay him annually a sum equal to the average amount realised in the three preceding years.

The mismanagement of the country under Khem Sawant was in no way lessened by the measures adopted under these treaties; and the Sardars of the State became almost independent of his authority. In 1838, therefore, the British Government assumed the management of the country with the consent of the Chief (No. CXV). Several times the turbulent Sardars rebelled, and attempted to throw off the control of the British Government, 204

more particularly in 1839 and 1844; but the outbreaks were suppressed, and the country has since remained quiet.

In 1845 the Sawantwari mint was suppressed and British coinage introduced.

In 1857 no attempt was made to disturb the peace. Khem Sawant, who had received the right of adoption in 1862 (No. XLIII), died in October 1867, and was succeeded by his son, Phond Sawant or Anna Sabib. Phond Sawant had joined the rebels in 1844, and after the suppression of the disturbances found a refuge at Goa. He was subsequently allowed to return to Sawantwari, but was declared to have forfeited his position as heir to the gadi. In 1861, however, he was pardoned and recognised as heir to the Chiefship, on the condition that the debt due to the British Government, on account of the expenses incurred in putting down the insurrection in 1844, should be cleared off, and that nazarana of a year's revenue should be paid on the succession of Phond Sawant, who should then enter into an agreement to protect his subjects and pay for the expense of a British Agent and his establishment. The debt, amounting to more than 51 lakhs of rupees, was paid off in 1862, and on the accession of Phond Sawant in 1867 the prescribed nazarana was levied. The incapacity of the new Chief made it necessary to impose more stringent restrictions on his independence of action than had been contemplated in 1861; he was, therefore, required, among other stipulations, to accept the scheme of administration which had been introduced by British authority; to refrain from making any organic changes, except with the previous approval of Government; and to submit for the approval of the British Government the names of any person whom he might wish to nominate as minister or secretary. Anna Sahib died in March 1869 before the conclusion of the formal agreement which it had been proposed to take from him. He was succeeded by his only son, Raghunath Sawant, who was not installed owing to his misconduct and incapacity. He died in December 1899, and was succeeded by his cousin, Sri Ram Sawant Bhonsle, the present Sar Desai, on the 7th June 1900, on payment to the British Government of a nazarana of Rs. 1,96,458-8. He was born on the 19th October 1871, but has not yet been entrusted with powers, and the administration is carried on by the Political Agent in the name and under the seal of the Sar Desai.

The area of Sawantwari is 925 square miles; the gross revenue, Rs. 4,66,402; and the population, by the census of 1901, 217,732.

The Sawantwari local corps, which has a sanctioned strength of 250 men

## .Sawantwari.



of all ranks, was raised in 1839. The Political Agent is the commandant, and he has under him one European officer, who is also *ex-officio* Assistant to the Political Agent. The State possesses (1995), in addition, 2 serviceable guns.

· Sawantwari is liable to the operation of the nazarana rules.

Sort II

The Chief is entitled to a salute of 9 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867.





## No. CIV.

 ARTICLES of PEACE and FRIENDSHIP agreed on and concluded by ROBERT COWAN, ESQ., PRESIDENT and GOVERNOR of BOMBAY, for and in behalf of the HONOURABLE ENGLISH EAST INDIA COMPANY, and BAPAJEE NAIQUE, CHIEF COMMANDER at SEA for PONDESAUNT SARDESAY of CUDDALL, for and in behalf of the said SARDESAY, -1729-30.

## ARTICLE I.

That there shall henceforward for ever be a firm peace and friendship betwixt the said Honourable English East India Company, their servants and subjects, and the said Sardesay, his subjects, and vassals, by land and sea, under the following conditions :--

## ARTICLE 2.

That in case the fleet of the said Sardesay shall, at any time, meet at sea any ships or vessels under English colours, whether of war or merchandize, they shall not molest them, but on discovery that they belong to the English, give them all the assistance they can; and in case of meeting with a single vessel, they shall not, after showing her colours, chase her with more than one gallivat, to be certainly informed that she is really English; in like manner, when the vessels of war of the said Honourable Company shall meet at sea the fleet or vessels of the said Sardesay, they shall permit them to pass unmolested on showing their colours, and sending a gallivat or other small embarkation to certify who they are.

## ARTICLE 3.

If at any time, through stress of weather, or any other accident, any vessels belonging to the English should be drove ashore and shipwrecked in the ports or territories of the said Sardesay, they shall not be forfeited; on the contrary, all aid and assistance shall be given the people belonging to them in saving and preserving the said vessels and their cargoes, and free liberty granted to transport or dispose of what is so saved, as they shall think proper, without paying any salvage, custom, or duty whatever for the same; and the like shall be observed with all vessels belonging to the subjects of the said Sardesay that shall meet with the like misfortune in the ports or territories of the said Honourable Company.

## ARTICLE 4.

The ports, places, and settlements of the said Honourable Company and the said Sardesay shall be free and open to the subjects and servants of both to navigate and trade in on paying the respective duties that are usually paid at the said ports and places, or that shall be hereafter stipulated and agreed on.

## Sawantwari-No. CV.

#### Part II



#### ARTICLE 5.

The sons of Canojee Angria being professed enemies to the Honourable Company and the said Sardesay, it is agreed that the joint endeavour of both shall be exerted to destroy the said enemy, the Honourable Company by their vessels of war by sea distressing them as much as possible, and the Sardesay both by land and sea as much as in his power; and when a proper opportunity offers, the said President and Governor, in behalf of the said Honourable Company, promises to give the said Sardesay what assistance he can to destroy the said enemy by uniting one or more of the Honourable Company's vessels of war with the fleet of the Sardesay, the better to obtain the end desired; but in case of such an union of the marine force of both parties, the chief command of the united force shall remain to the English Commander.

## ARTICLE 6.

That the Honourable Company shall supply the Sardesay with such artillery and warlike stores as he may want, and they can conveniently spare at reasonable prices.

## ARTICLE 7.

That these Articles agreed on and concluded shall be exchanged and ratified by the said President and Governor under the seal of the said Honourable Company, and by the said Sardesay under his proper seal, in six months from the date hereof, or sooner if opportunity offers.

Done in Bombay Castle, the 12th day of January 1729-30.

Ratified by the Governor of Bombay on 17th April 1730.

## No. CV.

## ARTICLES of AGREEMENT with the BHONSLA, concluded at the FORT at RAREE, the 7th April 1765.

#### ARTICLE I.

There shall be perpetual peace and friendship re-established between the Honourable Company and Khem Sawunt, the Bhonsla, their successors and heirs; and for the stricter observance of the following Treaty of peace, Khem Sawunt, the Bhonsla, agrees to send two hostages of note, with their families, to reside at Bombay, and to be maintained at his charge.

## ARTICLE 2.

The Bhonsla renounces all pretensions which he has heretofore formed, or might form, to the lands and tenements situated between the rivers of Sawantwari-No. CV.

Karlee and Salsee from the sea-shore up to the foot of the ghauts, which he cedes and guarantees to the Honourable Company in full right, and will put them in possession of the same, as likewise the sovereignty of the said river and the islands therein ; but the Bhonsla requests and hopes the Honourable Company will cause the amount of one-third of the annual revenues of the said lands and tenements to be paid him, either in money or Europe staples, or in grain. In consideration of his agreeing to and fulfilling the 10th Article, the Honourable Company, on their part, renounce all pretensions to the lands, rents, revenues, and tribites, which now or heretofore did pay obedience, rents, or tributes to the Malwans in any part of this country to the south of the river Karlee, and cedes and guarantees the same in full right to the Bhonsla.

## ARTICLE 3.

The Bhonsla agrees to pay to the Honourable Company one lakh of Rupees as the restitution for the expenses they have been at during the trouble subsisting between the contracting parties; half to be paid in eight days from the time in which this Treaty is concluded, Rupees 25,000 within 12 months of this date, and the remainder Rupees 25,000 within three years from the date hereof.

## ARTICLE 4.

The Bhonsla will not, by any menaces or otherwise, directly or indirectly deter the inhabitants of the different districts or villages ceded to the Honourable Company from living in them peaceably; and furthermore, will oblige all the inhabitants, with their families, who belonged to or lived in the aforesaid districts, who have quitted them, or may hereafter leave them, to return to their habitations.

## ARTICLE 5.

The English subjects and the subjects of the Bhonsla shall have free liberty of trade and commerce with each other without any hindrance or molestation.

### ARTICLE 6.

The Bhonsla will permit the Honourable Company to build a factory or factories on any part of his territories adjacent to the sea-shore for vending their commodities, and to keep there such servants and people as they shall think necessary for conducting the same; and should any of the merchants or others, his subjects, become debtors to the English, they shall have liberty to imprison their persons, or seize their effects, and vend them till satisfaction is obtained.

## ARTICLE 7.

The Bhonsla grants to the Honourable Company an exclusive right (except to the Portuguese nation) of importing and vending all Europe





Part II



cloths, lead, iron, steel, copper, and Europe commodities, in his territories, and to pass the same through his country.

### ARTICLE 8.

The Bhonsla will allow all merchants or vanjarrahs free liberty to pass and repass his territories to and from Fort Augustus with their effects, merchandize, carriages, and beasts of burden, they paying the accustomed duties and no more on any pretence whatever.

## ARTICLE 9.

The Bhonsla agrees to deliver up all the effects which have been carried away from Fort Sundero in the Malwan gallivats, with guns and all kinds of stores belonging to them, if any such can be proved to be in his possession now or at any other time.

### ARTICLE 10.

If Jeejaboy Maharajah, the Ranee, shall offer to invade the territories of either of the contracting powers, or that she hinders the merchants or vanjarrahs from passing the ghauts, and the Honourable Company should find it necessary to attack her, in such case the Bhonsla agrees to assist and aid the Honourable Company with his whole force, and furnish a sufficient number of draught and pack oxen to carry ammunition, provisions, and stores.

#### ARTICLE 11.

The Bhonsla shall not keep any fleet, or have any vessels or gallivats equipped for war.

## ARTICLE 12.

If ever the Honourable Company should think proper to demand of the Mahrattas the lands in the districts of Salsee, which formerly belonged to the Malwans, that in such case they will likewise demand for and on behalf of the Bhonsla the lands in the said districts formerly belonging to him : the Bhonsla to pay an adequate share of the expenses that may accrue to the Honourable Company in making these demands.

## ARTICLE 13.

The fort of Mussoora, with all the guns, shot, carriages, and stores therein, shall be delivered up to the Honourable Company, in its present situation, within eight days from this date; in lieu whereof the Honourable Company shall at the same time deliver up to the Bhonsla the fort of Raree, with all guns and carriages found on the walls when conquered by the English.

### ARTICLE 14.

The Bhonsla will not entertain in his service any people belonging to the English, whether Europeans or others, nor suffer any Europeon deserters to pass through his districts, but, on the contrary, give strict orders to all his officers to seize such as may be seen in his dominions, and return them to the Chief of Fort Augustus on promise of pardon, whether they are applied for or not. The English will observe the same in respect to the subjects of the Bhonsla; and slaves to be returned on both sides.

### ARTICLE 15.

If any vessels or boats belonging to the English, their subjects or dependants, shall at any time be drove ashore, or wrecked in any part of the Bhonsla's dominions, he agrees to afford all suitable assistance for the preservation of such vessels and their cargoes, and whatever part thereof may be saved to be delivered up to their right owner without any salvage whatever, except the labourers' hire; the English on their parts to observe the same in respect to the vessels belonging to the Bhonsla.

## ARTICLE 16.

If at any time the Bhonsla should have occasion for powder and ball and military stores, the Honourable Company will supply him with what they can spare at the usual rates.

## ARTICLE 17.

The Honourable Company agree, if convenient to them, to furnish the Bhonsla with troops to go against his and their enemies.

### ARTICLE 18.

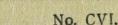
The Bhonsla agrees to fulfil the first, second, third, and thirteenth Articles within eight days from the signature of this Treaty; in default of which, he agrees to pay all the charges of maintaining the garrison of the fort of Raree till they are fulfilled, at which time the Honourable Company will deliver up the fort of Raree.

#### ARTICLE 19.

In witness of these Articles of agreement between the contracting parties, we the underwritten agents and ministers plenipotentiary have signed with our hands, and in their name, and in virtue of our full powers, the present definitive Treaty, and have caused the seals of the Honourable Company and the Bhonsla to be put thereto.

## Done at the Fort of Raree, the 7th day of April 1765.

Part II



Part II

ARTICLES of AGREEMENT made and entered into by and between the HONOURABLE, UNITED COMPANY of MERCHANTS of ENGLAND trading to the EAST INDIES and KHEM SAWUNT, the BHONSLA, concluded at the FORT RAREE, the 24th of October 1766.

### ARTICLE I.

There shall be perpetual peace and firm friendship re-established between the Honourable Company and Khem Sawunt, the Bhonsla, their successors and heirs; and for the stricter observance of the following Treaty of peace, the Bhonsla agrees to send (should the Company require it) two hostages of note with their families to reside at Bombay, and to be maintained at his charge.

### ARTICLE 2.

The Bhonsla agrees to pay the Honourable Company Rupees 2,00,000 as restitution for the expenses they have been at from the time the troubles subsisted between the respective parties, and maintaining the fort of Raree, Rupees 80,000 to be paid in three months from the 24th October 1766, that is, Rupees 50,000 the first month, and Rupees 30,000 within the three months; the remaining Rupees 1,20,000 to be paid in two years from said 24th of October 1766, at equal payments of Rupees 60,000 each year, for the performance of which the Bhonsla agrees to give Vittojee Commotim of Goa as security, and the amount to be paid in Peerkhaney and Hookarey Rupees, and as security to Vittojee, the Bhonsla agrees to lodge in the Honourable Company's hands two hostages by name Dowlut Delvie and Seuzam Bawah, who are to reside at Bombay, and to be maintained at his expense.

#### ARTICLE 3.

The Honourable Company, in consideration of the Bhonsla's fulfilling the foregoing Articles, do agree on the payment of the first sum, viz., Rupees 80,000, to deliver him, the said Bhonsla, the fort of Raree, and do further renounce all claim or pretensions to the lands and tenements belonging thereto.

#### ARTICLE 4.

The Honourable Company will carry away all guns, carriages, mortars, shot, shells, powder, stores, etc., of what kind soever they may have brought here, and they do give up to the Bhonsla such guns and carriages as are here that were belonging to fort Raree.

#### ARTICLE 5.

Khem Sawunt, the Bhonsla, will permit the Honourable Company to build a factory, etc., with warehouses at Raree, at such place as may be most



#### Sawantwari-No. CVI.



convenient for them, at which place they will hoist their flag, or on any part of his territories adjacent to the sea-shore, for vending their commodities, and to keep there such servants and people, also vessels and boats, as they shall think necessary for conducting the same, and should any of the merchants or others, his subjects, become debtors to the English, they shall have free liberty to imprison their persons, seize their effects, and vend them till satisfaction is made and obtained.

## ARTICLE 6.

The English subjects and the subjects of the Bhonsla shall have free liberty to trade and commerce with each other without any hindrance or molestation.

## ARTICLE 7.

Khem Sawunt, the Bhonsla, will not directly or indirectly give any hindrance or molestation to any vessels or boats with English colours and passes, or any vessels or boats going under English convoys; in like manner the English will not molest any boats or vessels belonging to Khem Sawunt, the Bhonsla, or his subjects, provided they have passes or certificates with the Bhonsla's seal affixed.

## ARTICLE 8.

The Bhonsla grants to the English nation an exclusive right (except the Portuguese) of importing and vending all Europe commodities, as lead, iron, steel, cloths, copper, etc., in his country, and to pass the same through his territories.

## ARTICLE 9.

Khem Sawunt, the Bhonsla, will allow all merchants or vanjarrahs free liberty to pass and repass his territories, to and from the English factory, with their effects, merchandize, packages, carriages, and beasts of burden, they paying the accustomed duties and no more on any pretence whatever.

## ARTICLE 10.

Khem Sawunt, the Bhonsla, will not entertain in his service any people belonging to the English, whether Europeans or others, but on the contrary give strict orders to his officers to seize such as may be seen in his dominions, nor suffer any European deserters to pass through his country but return them to the Resident of the English factory, whether they are applied for or not, on promise of pardon; the English will observe the same in respect to the subjects of the Bhonsla, etc., and slaves to be returned on both sides.

### ARTICLE II.

If any vessels or boats belonging to the English, their subjects or allies, or those trading under their protection, at any time be drove ashore or wrecked in any part of the Bhonsla's dominions, he agrees to afford all suitable assistance for the preservation of such vessels and their cargoes, and whatever part

#### Part II

thereof may be saved to be delivered up to the lawful owners without any salvage whatever, except the labourers' hire; the English on their parts to observe the same in respect to any vessels belonging to Khem Sawunt, the Bhonsla.

### ARTICLE 12.

Khem Sawunt, the Bhonsla, will not, by menaces or otherwise, directly nor indirectly plunder, or in any shape molest, the inhabitants or others that may have served or lived under the protection of the English during the time they were in possession of fort Raree, but permit them to enjoy peaceably their houses, lands, and tenements, in the same free and ample manner as when the Bhonsla's government subsisted before the English conquered this place. The least infringement of this Article will be highly resented by the Honourable Company.

#### ARTICLE 13.

Khem Sawunt, the Bhonsla, agrees, should the Honourable Company be attacked, and they should require his assistance, to provide them with what troops they may want, they supplying them with provisions only; the Honourable Company in like manner agree to assist the Bhonsla should it be convenient for them.

#### ARTICLE 14.

Khem 'Sawunt, the Bhonsla, in consideration of Vittojee Commotim's standing his security to the Honourable Company for the amount of this Treaty, does make over to the Honourable Company in his behalf, and for his use, the village and district of Vingorla, with all its carts, farms, rents, customs, etc., of any kind or sort whatsoever, for the term of 13 years, at which place the Honourable Company will hoist their flag and keep there such servants and people as they may think proper, and should Khem Sawunt, the Bhonsla, not have satisfied Vittojee Commotim for the amount of the Treaty at the expiration of the term of 13 years, the Honourable Company will continue to keep it in their hands until he has received full satisfaction, at which time it will be returned to Khem Sawunt, the Bhonsla, but the Honourable Company will still continue their factory if they think proper.

#### ARTICLE 15.

In witness of these Articles of agreement between the contracting parties, I, the underwritten Agent, for and in behalf of the Honourable United East India Company, and Khem Sawunt, the Bhonsla, for himself, have signed with our hands, and in virtue of our full power, the present definitive Treaty, and have caused the seals of the respective parties to be affixed thereto.

Done at Fort Raree this 24th day of October 1766.

(Sd.) THOMAS MOSTYN.

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303 .

Sawantwari-No. CVII.

304

## No. CVII.

ARTICLES OF AGREEMENT concluded between the RAJAH PHOND SAWUNT BHONSLA BAHADOOR, SARDESAY OF COODALL and its DEPENDENCIES, on the one part, and COURTLAND SCHUYLER, ESQ., CAPTAIN OF HIS BRITAN-NIC MAJESTY'S 84th REGIMENT OF FOOT, and BRITISH ENVOY at GOA, under instructions from the RIGHT HON'BLE GILBERT, LORD MINTO, GOVERNOR-GENERAL OF BRITISH INDIA, on behalf of the HON'BLE EAST INDIA COMPANY, on the other part—1812.

## ARTICLE I.

There shall be perpetual peace and friendship between the Honourable Company and the Rajah Phond Sawunt Bhonsla and their successors and heirs for ever.

## ARTICLE 2.

In order to the effectual suppression of the piracies which have hitherto been practised by the subjects of the Rajah Phond Sawunt Bhonsla, it is bereby agreed upon, on the part of the Bhonsla, that the fort of Vingorla and he battery of Gunaramo Tembe, with the port and proper limits thereof, hall be ceded in full right and sovereignty to the Honourable Company for over, and the British troops shall be put in immediate possession of the same.

#### ARTICLE 3.

It is further agreed on the part of the Rajah Phond Sawunt Bhonsla hat he will deliver up to the Honourable Company all gallivats, pattamars, nd other vessels of every description that may hereafter be found equipped a a warlike manner, and that the same shall become lawful prizes to the Honourable Company.

### ARTICLE 4.

It is further agreed upon on the part of the Rajah Phond Sawunt shonsla that no vessel of any description whatever belonging to the Sawunt Varee State shall be allowed to proceed to or from the port of Newty withut first being examined by a person or persons who will be appointed for nat purpose by the British authority, and also that a guard of British troops nall be stationed at the port of Newty for the same purpose.

#### ARTICLE 5.

It is also agreed upon on the part of the Rajah Phond Sawunt Bhonsla, is heirs and successors, that if at any time hereafter any of his subjects Part II



305

shall be guilty of piratical acts, the forts of Raree and Newty shall be given up to the Honourable Company in like manner with Vingorla.

## ARTICLE 6.

It is further agreed on the part of the Honourable Company that as soon as the British troops shall be put in possession of the fort of Vingorla the blockading squadron shall be withdrawn, and the ports in the Sawunt Waree State shall be opened for the free trade of the subjects of the Honourable Company and the Rajah Phond Sawunt Bhonsla.

## ARTICLE 7.

British merchants shall be allowed the free liberty of passing and repassing the territories of the Rajah Phond Sawunt Bhonsla with their effects, merchandizes, carriages, and beasts of burden upon paying the same land tolls as paid by the natural subjects of the Rajah, and no more upon any pretence whatever.

## ARTICLE 8.

The British troops and subjects residing within the territory of the Rajah Phond Sawunt Bhonsla shall not be obliged to pay a greater price for the produce of his country than the natural subjects of the Rajah

## ARTICLE 9.

That British subjects residing within the territories of the Rajah Phond Sawunt Bhonsla shall be solely amenable to the British authority, and any offences they may commit shall, on a representation from the Rajah to the officer commanding, be duly attended to ; and the like to be observed on the part of the British towards the subjects of the Rajah.

#### ARTICLE 10.

All military stores of every denomination, and all supplies of provisions and Europe articles imported for the use of the British officers and troops residing in the Sawunt Waree State, to be allowed to pass duty free.

In witness hereof, we the undersigned Rajah Phond Sawunt Bhonsla Bahadoor, Sardesay of Coodall and its dependencies, and Courtland Schuyler, Esq., Captain in His Britannic Majesty's 84th Regiment of Foot, and British Envoy at Goa, have signed the present Agreement, and have caused our respective seals to be set thereto.

Done at the village of Mardoor, in the district of Santaida, Sauunt Waree State, on the 3rd day of October 1812.

## Additional Article.

It is further agreed upon that private property of every description belonging to subjects of the Rajah Phond Sawunt Bhonsla within the limits

VOL. VII



300



of the fort of Vingorla and battery of Gunaramo Tembe ceded to the British shall be respected; and further that the British authority will not afford its protection to any of the subjects of the Bhonsla who may be guilty of offences against the Sawunt Waree State; the latter part of this Artic'.o be observed by the Rajah Phond Sawunt Bhonsla towards British subj s.

The Company's Wafer Seal.



(Sd.) MINTO. ,, N. B. Edmonstone. ,, A. Seton.

Ratified by the Right Honourable the Governor-General in Council, at. Fort William in Bengal, the 15th day of January 1813.

> (Sd.) J. MONCKTON, Persian Secretary to Government.

## No. CVIII.

TREATY between the HONOURABLE EAST INDIA COMPANY and the REGENCY of SAWUNT WAREE on the part of RAJAH KHEM SAWUNT BHONSLA, settled by MAJOR-GENERAL SIR WILLIAM GRANT KEIR, K.M.T.; on the part of the BRITISH GOVERNMENT, and by RAJAH KHEM SAWUNT BHONSLA on the part of GOVERNMENT of SAWUNT WAREE, by virtue of full powers from the BRITISH GOVERNMENT, on the one part, and with the concurrence and consent of the REGENCY of SAWUNT WAREE, on the other,—1819.

## ARTICLE 1.

There shall be perpetual peace and friendship between the British Government and the State of Waree.

## ARTICLE 2.

The British Government engages to protect the principality and the territory of Sawunt Waree.



### ARTICLE 3.

The Regency on the part of Rajah Khem Sawunt Bhonsla agrees to act in subordinate co-operation with the British Government and acknowledge its supremacy, and will not have any connection with other Chiefs and States.

### ARTICLE 4.

The Regency on the part of Rajah Khem Sawunt agrees not to enter into negotiations with any Chief or State without the knowledge or consent of the British Government.

# ARTICLE 5.

The Regency on the part of Rajah Khem Sawunt Bhonsla agrees not to commit aggressions on any one; if by accident disputes arise with any one, they shall be submitted to the arbitration and award of the British Government.

# ARTICLE 6.

The Rajah and his heirs and successors shall remain absolute rulers of the country, and the jurisdiction of the British Government shall not be introduced into that principality.

# ARTICLE 7.

The Treaty of ten Articles concluded at Mardoor between Captain Courtland Schuyler and Rajah Phond Sawunt Bhonsla on the 3rd October 1812 is hereby confirmed; but Rajah Khem Sawunt Bhonsla, having perfect confidence in the justice of the British Government, agrees that if any of his subjects be guilty of crimes within the territories of the British Government, they shall be tried and punished by the officers of the British Government.

### ARTICLE 8.

Whereas frequent depredations have been committed in the British territory by subjects of the State of Sawunt Waree, the Regency on the part of Rajah Khem Sawunt Bhonsla agrees never to employ in the service of the government of Sawunt Waree Sumbajee Sawunt or Babna Gopaul, the principal instigators of those depredations. The Regency further engages to deliver up to the British Government such of the perpetrators of those depredations as may be in their power to apprehend, and whose names have been given in by Major-General Sir William Grant Keir. K.M.T. It is further stipulated and agreed that all subjects of the State of Sawunt Waree who may in future be guilty of plundering the territories of the British Government, or any of its allies, are to be given up to the British Government to be punished according to the laws of that government; and in the event of the real criminals not being given up, the amount of

VOL. VII

X 2





the property plundered is to be paid by the government of Sawunt Waree to the British Government.

### ARTICLE 9.

The Regency on the part of Rajah Khem Sawunt Bhonsla cedes in perpetuity to the British Government the forts of Raree (Eshwuntghur) and Newty, together with the lands round those forts, which have hitherto belonged to their jurisdiction, comprehending the districts of Pant and Ajgaum, and the whole lines of sea-coast from the Karlee River to Vingorla, and from Vingorla to the Portuguese territory; and as Sumbajee Sawunt and Babna Gopaul are unable to reimburse the claims of the British Government, out of consideration to the Rajah Khem Sawunt Bhonsla, those claims are expressly relinquished on the part of the British Government.

#### ARTICLE 10.

As a further security against a renewal of the depredations committed by the subjects of the Sawunt Waree government, the Regency, on the part of Rajah Khem Sawunt Bhonsla, agrees to admit any British detachment that may be thought necessary by the British Government into any part of the territory of Sawunt Waree, and to afford it every assistance, seizing plunderers and freebooters.

Concluded at Majgaum, 17th February 1819.

#### (Sd.) WILLIAM GRANT KEIR,

Major-General.

The above Treaty, consisting of ten Articles, was agreed to by Rajah Khem Sawunt Bhonsla Bahadoor Sardesay, with the approval of Nerbudda Bai and Saveetree Bai.

Approved by the Governor-General of India in Council on 24th April 1819.





# No. CIX.

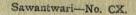
ARTICLES of AGREEMENT stipulated and agreed upon between the HONOURABLE EAST INDIA COMPANY and the REGENCY of SAWUNT WAREE on the part of RAJAH KHEM SAWUNT BHONSLA BAHADOOR, SARDESAY OF COODALL and its DEPENDENCIES, settled by CAPTAIN GIDEON HUTCHINSON in charge of the POLITICAL DUTIES, on the part of the BRITISH GOVERNMENT, and by RAJAH KHEM SAWUNT BHONSLA BAHADOOR, on the part of the GOVERNMENT of SAWANT WAREE, by virtue of full powers from the BRITISH GOVERNMENT, on the one part, and with the concurrence and consent of the REGENCY of SAWUNT WAREE, on the other -1820.

### ARTICLE 1.

The British Government, in token of its friendship towards the Sawunt Waree State, and to evince that it demanded the cession of the Ajgaum and Pant districts, ceded by the Treaty concluded on the 17th February 1819, for the sole purpose of putting an effectual stop to the depredations committed in the Honourable Company's territories by the subjects of the Sawunt Waree State, does hereby restore to Rajah Khem Sawunt Bhonsla Bahadoor the Ajgaum and Pant districts (with the exception of the forts of Eshwuntghur (Raree) and Newty, and the villages forming the line of the sea-coast), and the undermentioned villages of the Boordavee district, in perpetuity, vis., the inland villages of the Ajgaum district, Ajgaum, Asoolee, Manoos, Urioundy, Tuhoanny, Terrawanny, Kenslay, and Gooldeway ; the inland villages of the Pant district, Pant, Tayndoolee, Chandwan, and Kurnathee ; and of the Boordavee district, the villages Wurroos, Kuswun, Wussurgaum, Hussaul, Koonday, Purvay, Kassurrul, and Gauree-warreetururdy.

#### ARTICLE 2.

It is expressly agreed, and it is stipulated on the part of the Regency, for and in behalf of Rajah Khem Sawunt Bhonsla Bahadoor, that no person of, or belonging to, the abovenamed places, and others that may be hereafter given on any account or cause whatsoever, shall be responsible, or punished for any acts committed or done by orders, or sanction, or cognizance of the Honourable Company prior to the date of their being delivered to the possession of the Sawunt Waree State.





Part II

The above Treaty, consisting of two Articles, was agreed to, and concluded by, Rajah Khem Sawunt Bhonsla Bahadoor, Sardesay of Coodall and its dependencies, with the approval of Nerbudda Bai and Saveetree Bai, at Sawunt Waree, the 7th day of February 1820, corresponding to Thursday, the third of Rubbelaker, in the year Soorsun Ashreen Myatein-wu-Ulf.

(Sd.) G. HUTCHINSON, Captain,

In Charge, Political Duties.

NOTE.—The above Treaty was confirmed by the Bombay Government on the 9th March 1820.

# No. CX.

AGREEMENT made and concluded by CAPTAIN GIDEON HUTCHIN-SON on the part of the HONOURABLE EAST INDIA COMPANY, RAJESOREE RAMCHUNDRA PANT MALHAR and BUCHAJEE ANUNT on the part of the CURVEE DURBAR, and RAJESOREE VISNOO BHUT MAYRWANKUR, NARORAM PANTGAMKUR on the part of the WAREE DURBAR, establishing the revenue payable to the FORT of PURSADHGHUR or NANGNAY from the DISTRICT of MAUNGAUM, south of the COODAL RIVER ; SAWUNT WAREE, 16th March 1820.

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Part II



Sawantwari-No, CX.

The payment of the grain and cash to be made according to ancient usage.

(Sd.) G. HUTCHINSON, Captain, In Charge, Political Duties. Sawantwari-No. CXI.

No.

# Agreement made and concluded by Captain Gideon Hutchinson on the part Mulhar and Buchajee Anunt on the part of the Curveer Durbar, and the part of the Waree Durbar, establishing the revenue payable to 6th March 1820.

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The cash payments to be in the following mode: - Five annas in every Rupee in the month of Shrawun ; in every Rupee in the month of Cheitree. The payments in grain in the following mode - The surd rice in the Yeshak ; and the Condolce measurement. One quarter of the Coomia grain to be paid at the village of Seevapore failure of the crop a survey by both parties is to be made and division made accordingly to it, and the respective and within thirty days after the receipt of the order at the villages the above payments are to be made. In quarters per bhurray, and in failure of the payments above ten kooroons per bhurray to be added to the amount failure of the crop, is to be of no effect. The grain and cash as above written are year by year to be paid to the quartity of grass upon each burray of the Coomia to be (182) one hundred and eighty-two bundles, the excepting in the village Seevapore. In exchange of Seevapore the village of Ambaygaum is given.

Finally signed and concluded this 24th day of March 1820.

312

Part II



# CXI.

of the Honourable East India Company, Rajesoree Ramchundra Punt-Rajesoree Vushnoo Bhut Mayrwankur and Naroram Pantgamkur on the Fort of Munohurghur from the District of Munohur, Sawunt Waree,

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four annas in every Rupee in the month of Asseen ; four annas in every Rupee in the month of Pous ; three annas month of Kartick ; the Warree and Natchnee grain in the month of Pous ; the Geenwas rice in the month of in the kothie admeasurement ; the remainder in the several villages in the Aoonay measure. In the event of shares of the Kolhapore and Waree States The revence orders are to be issued on the rst of the above months default of the non-issue of the revenue orders the payment to be made in cash at the rate of eight Rupees and two payable. All bends or other papers on account of the current or past year's revenue taken by or being with the date, are hereby mult and void. The article pointing out that both Durbars were to make a survey in case of a fort of Monohur ; the villages, when wholly uncultivated, are to be exempted, and the revenue remitted. The commutation rate rupees one and three quarters per thousand. The Waree burbar to exercise the sovereignty

(Sd.) G. HUTCHINSON, Captain, In charge of Political Duties.





# No. CXII.

# AGREEMENT for the TRANSFER of the VILLAGE of SEEVA-PORE TO THE KOLHAPORE DURBAR,-1820.

The Vakeels of the Kolhapore Durbar having proposed that the Waree Durbar should relinquish their right of sovereignty in the village of Seevapore for the following reasons :--

*ist.*—That the village for the last thirty years had been under the complete authority of the fort of Monohurghur.

and.—That the lands are cultivated and the village mostly inhabited by the garrison of Monohurghur.

3rd.—The extreme probability of immediate and never-ending disputes between the soldiers of both States from the irritated feelings entertained by each.

4th.—That as the Government granary is to be situated in that village, it would be highly desirable that the Kolhapore officers should be exempted from foreign jurisdiction.

5th. -That as the village was close under the fort, the presence of a guard from Sawunt Waree would be detrimental to the safety of the fort.

The Waree Durbar had no objection if the subjoined arrangements were acceded to :--

### ARTICLE I.

That as the sovereignty was to be relinquished *in toto*, it was desirable the Kolhapore Durbar should also relinquish its rights and claims to a village.

### ARTICLE 2.

That as the village of Seevapore was esteemed of importance to the safety of the fort, they, in an equal degree, held in similar importance the village of Ambaygaum.

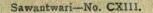
#### ARTICLE 3.

That the ancient village receipts of the revenue from Seevapore to the Waree State, and store of Ambaygaum to the Kolhapore State, should be the basis of the exchange in adjusting the revenue.

The difference on examination of the ancient village records is none or little.

The Kolhapore revenue from Ambaygaum being bhurrays 7-1-0, and Rupees 13-1-3.

The Waree revenue from Seevapore being bhurrays 7-0-0, and Rupees 26-0-02.



The difference by the present agreement is thus :--

The Waree Durbar relinquishes its revenue from Seevapore.

Grain bhurrays 4-3-121, Rupees 28-3.

The Kolhapore Durbar relinquishes its revenue from Ambaygaum.

Grain bhurrays 15-2-7, Rupees 38-3.

An excess only of bhurrays 10-2-13 in lieu of the advantages of the sole sovereignty and jurisdiction of the Seevapore.

In avoidance of the future disputes the above arrangements were made and concluded.

SAWUNT WAREE, The 24th March 1820. } (Sd.)<sup>1</sup> G. HUTCHINSON, Captain, In Charge, Political Duties.

# No. CXIII.

# SUBSTANCE of a MEMORANDUM of RAJAH KHEM SAWUNT BHONSLA BAHADOOR, SARDESAY PRANT COODAL and MEHALS; Soosun Shullasheen Myatein-wu-Ulf,-1832.

My country has been thrown into disorder and confusion more than once through my own misconduct, and the Honourable Company now, at my request, undertakes to restore my authority. I therefore engage to act up to the following conditions, on which alone the assistance of the Honourable Company is extended to me:—

# ARTICLE 1.

I will appoint Vittul Rao Mahadeo Suchness, my karbarree, to manage the affairs of my State, and I will not remove him without the consent of the British Government.

#### ARTICLE 2.

Whatever measures of reform for the reduction of my expenses or those of my State, and whatever arrangements for the satisfaction of those whom my misgovernment has rendered discontented, the said karbarree may advise, and the British Government may sanction, I will authorize and act up to, and enforce, and I will offer no obstructions whatever, and I will engage to the utmost of my ability and power always to support the said minister in the discharge of the duties entrusted to him.

### ARTICLE 3.

If I fail in either of these conditions I shall have deservedly forfeited the friendship and confidence of the British Government, with whom it will then remain to make a suitable arrangement for the State, preserving the musnud to my son according to the Treaty.



315



### ARTICLE 4.

Whatever extra expenses are required on account of troops, or for any other causes relative to the settlement of the principality, I agree to defray.

The above four Articles I agree to; Chundree 2nd Shaban Oorf Posh Shud Tretiah Shekkah 1754, Nundunnam Suwuntsurre, 25th December 1832. The memorandum executed on the 19th instant did not contain the name of the karbarree appointed, in consequence of which this memorandum is drawn up and the first destroyed.

Se al

Approved by the Bombay Government on 15th January 1833.

# No. CXIV.

AGREEMENT entered into between ALEXANDER ELPHINSTON, ESQ., COLLECTOR OF ZILLAH RUTNAGHERRY, and UJUM RAJAH KHEM SAWUNT BHONSLA BAHADOOR, SARDESAY of PRANT COODALL, SUMSTHAN SOONDUR WARE (Sawunt Waree), dated 25th Jemmadee-ool-Akhir Soorsun Tissa Sullasseen Myatein-wu-Ulf (corresponding with the 15th September A. D. 1838).

# ARTICLE 1.

Ujum Rajah Bahadoor does hereby renounce all claim to the sea and land customs, including the fee for stamping piece goods, which he has hitherto levied within as well as on the borders of the territory of the Waree Sumsthan; hereafter the Rajah Bahadoor has no claim to the abovementioned items of customs.

# ARTICLE 2.

Ujum Rajah Bahadoor does hereby make over to the British Government the right of establishing nakas on the frontier of the Waree Umul, and the territory consisting of Perne and other mehals now held by the Portuguese of Goa, and of levying customs there, as also of levying sea customs at the port of Banda. The British Government can levy the customs according to its own rules, and in any manner it pleases, to which levy the Rajah Bahadoor is not to raise any objection on any account.

#### ARTICLE 3.

With the exception of the places mentioned in Article 2 of this agreement, the levy of land customs, including the fee for stamping piece goods at all other places in the Waree Sumsthan Umul, is abolished.





#### ARTICLE 4.

The British Government shall annually make a certain payment to the Rajah Bahadoor in lieu of the sea and land customs, including the fee for stamping piece-goods, which the Waree Sumsthan hitherto levied, and of the huks which the hukdars received direct, after examining the collections for the three years, viz., 1834-1835, 1835-1836, and 1836-1837, and after fixing the average, or a third of the total thereof, the amount of the average shall be annually paid to the Rajah Bahadoor.

#### ARTICLE 5.

The Rajah Bahadoor having signified his wish to the British Government that articles imported from Goa for his own use, and for the use of his durrukdars, might be exempted from customs as long as the customs did not exceed Rupees five hundred, the British Government complied with the request; and with a view to avoid constant trouble the British Government agrees to pay annually to the Rajah Bahadoor, on account of the remission, a sum of Rupees five hundred in cash in addition to the amount of average alluded to in Article 4, and therefore the Rajak Bahadoor is not to raise any dispute on account of the above exemption.

#### ARTICLE 6.

If the British Government should give orders to re-establish the levy of land customs in its own dominions, the Rajah Bahadoor is at liberty to levy customs within his territory at all land nakas, with the exception of the abovementioned nakas, on the Waree and Goa frontier and seaports, which have been made over to the British Government for the purpose of establishing nakas. If the British Government should not issue orders to levy land customs in its own dominions, the Rajah Bahadoor is not at liberty to levy them within his own territory. But should a decision (for levying) be passed (by the British Government), then the difference between the average of the customs of the frontier and seaport nakas, and the average agreed to be paid to the Rajah Bahadoor in Article 4, that is, the average of the customs of the nakas at which the Rajah Bahadoor may commence levying customs, is not to be paid to him by the British Government.

The above are the six Articles agreed upon.

Dated 25th Jemmadee-ool-Akhir (15th September A.D. 1838).

Small Seal of the Waree State.

Confirmed by the Bombay Government on the 12th October 1838.





Part II

# No. CXV.

# TRANSLATION of a LETTER from the CHIEFTAIN of SAWUNT WAREE, to RICHARD SPOONER, POLITICAL SUPERINTEN-DENT of SAWUNT WAREE, dated 15th September 1838.

You have come to Waree and represented to me that my country is sorely vexed by the depredations of lawless rebels, and that the finances of the State and also other matters are in great disorder; that therefore, under instructions from the Bombay Government, you had come to Waree, and that, until you had settled the country and made good arrangements with respect to all affairs of the State, you intended to have the entire management of my country and issue every order respecting it through the Minister Moro Punt Leleh, and you asked me whether I had any objections to the measure.

In reply I beg to observe that great friendship has from olden time existed between the Honourable Company's and my government; and in order that my State may not sustain any loss, and may eventually be made over to me again in the same manner as I have hitherto enjoyed it, your government have sent you here to settle the country, and you have explicitly explained to me the measures which they intend to adopt, and that you intend to have the entire management of the country until it is settled and brought into good order.

By the adoption of the above measure my State will not sustain any loss, therefore I am willing that you and the Minister Moro Crustu Leleh should take the entire management of the country, and govern it justly and according to the existing customs and usages of the country.

Great friendship exists personally between me and yourself, and 1 have every confidence in you. I am therefore desirous that you alone should carry the above measures into effect, and that you should remain here until the country is settled, and having accomplished this, that you should restore the country to me, and that you should not leave me until the country is made over again to me. If any other gentleman comes here to manage the entire affairs of the country, it will be derogatory to my own personal dignity and to that of my State.

Therefore I trust you will make arrangements that no other gentleman may be sent to conduct this business, but that you, having settled the country and made every arrangement respecting it, will restore it again to me the same as before, and that the Treaty entered between the Honourable Company and my government in A. D. 1819 be respected, and that the protection of the Honourable Company may be always continued to me and to my State.