



The area of Savantvadi is 925 square miles; the population, according to the Census of 1921, 206,440; and the gross revenue Rs. 7,63,827.

The Savantvadi Local Corps, which had a sanctioned strength of 250 men, was amalgamated with the Armed Police in 1909. The State has (1926) 187 Armed Police with 2 serviceable guns.

The Ruler enjoys plenary jurisdiction, that is power to try for capital offences, without permission from the Political Agent, all persons in his territories except Europeans, including European British subjects, Americans, Government servants and other British subjects.

The State was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.



No. I.

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 1.

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.

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. II.

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

ARTICLE 1.

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 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 tributes, 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 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 European 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.

No. III.

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 1.

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 retribution 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 Peer-khaney 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 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 11.

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 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 undersigned 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 Roree this 24th day of October 1766.

THOMAS MOSTYN.

No. IV.

ARTICLES of AGREEMENT concluded between the RAJAH PHOND SAWUNT BHONSLA BAHADUR, SARDESAY of COODALL and its DEPENDENCIES, on the one part, and COURTLAND SCHUYLER, ESQ., CAPTAIN of HIS BRITANNIC 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 1.

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 hereby agreed upon, on the part of the Bhonsla, that the fort of Vingorla and the battery of



Gunaramo Tembe, with the port and proper limits thereof, shall be ceded in full right and sovereignty to the Honourable Company for ever, 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 that he will deliver up to the Honourable Company all gallivats, pattamars, and other vessels of every description that may hereafter be found equipped in 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 Bhonsla that no vessel of any description whatever belonging to the Sawunt Waree State shall be allowed to proceed to or from the port of Newty without first being examined by a person or persons who will be appointed for that purpose by the British authority, and also that a guard of British troops shall 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, his heirs and successors, that if at any time hereafter any of his subjects 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 Raja 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, Sawunt 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 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 Article to be observed by the Rajah Phond Sawunt Bhonsla towards British subjects.

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.

J. MONCKTON,

Persian Secretary to Government.



No. V.

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 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.

WILLIAM GRANT KEIR,
Major-General.



The above Treaty, consisting of ten Articles, was agreed to by Rajah Khem Sewant 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. VI.

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 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,—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, viz., the inland villages of the Ajgaum district, Ajgaum, Ascolee, 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, Wassurgaum, 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.



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.

G. HUTCHINSON, *Captain,*
In Charge, Political Duties.

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

No. VII.

AGREEMENT made and concluded by CAPTAIN GIDEON HUTCHINSON 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.

	GRAIN.			Total.	Cash.	TOTAL.
	COOMLA.		IMPOST.			
	Suat Crop.	Geemrias Crop.	Malmey Khoree.			
					<i>Rs. a. p.</i>	<i>Rs. a. p.</i>
Manugaum . . .	30 1 0	5 0 0	..	35 1 0	..	..
Jharap . . .	1 0 0	..	..	1 0 0	..	..
Nanayhe . . .	4 1 0	1 0 0	0 1 0	5 2 0	15 0 0	15 0 0
Baunurday . . .	2 0 0	0 2 0	..	2 2 0	..	..
Salgaum . . .	5 1 0	1 1 0	..	6 2 0	..	..
Total fifty churrays and two carideys .				50 2 0	15 0 0	15 0 0

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

G. HUTCHINSON, *Captain,*
In Charge, Political Duties.



No.

AGREEMENT made and concluded by CAPTAIN GIDEON HUTCHINSON on the part MULHAR and BUCHAJEE ANUNT on the part of the CURVEER DURBAR on the part of the WAREE DURBAR, establishing the revenue payable to 6th March 1820.

	GRAIN.					Total.
	COOMLA.		IMPOST.			
	Surd or Monsoo Crop.	Gumas Crop.	Sur Daysh- mookhee.	Dohahya.	Mal. Moykhooree.	
Seetseangay . . .	12 0 0	0 0 10	0 2 8½	1 0 17	2 0 0	15 3 15½
Wurley . . .	21 0 0	0 2 10	1 0 9½	2 0 18	2 2 0	27 1 0½
Kulmeest . . .	14 0 0	0 0 0	0 2 16	1 1 12	2 0 0	18 0 8
Wownleeya . . .	6 0 0	0 0 0	0 1 4	0 2 8	1 2 0	8 1 12
Daywaseo . . .	6 0 0	0 2 0	0 1 6	0 2 12	1 2 0	8 3 18
Parplee . . .	14 0 0	1 2 0	0 3 2	1 2 4	2 0 0	19 3 6
Kaysurree . . .	21 0 0	1 2 0	1 0 10	2 1 0	2 2 0	28 1 10
Santolee . . .	3 0 0	0 0 0	0 0 12	0 1 4	0 3 0	4 0 16
Buwulat . . .	5 0 0	0 0 0	0 1 0	0 2 0	1 1 0	7 0 0
Danolee . . .	3 0 0	0 0 0	0 0 12	0 1 4	0 3 0	4 0 16
Oopurwurr . . .	10 1 0	0 2 10	0 1 3½	1 0 7	2 0 0	14 1 0½
Sangaylee . . .	43 0 0	1 1 0	2 0 17	4 1 14	3 0 0	53 3 11
Kalaylee . . .	23 0 0	1 2 0	1 0 18	2 1 16	2 2 0	30 2 14
Ambaygaum . . .	11 3 0	0 2 0	0 2 9	1 0 18	1 2 0	15 2 7
Mahakholee . . .	5 3 0	0 0 0	0 1 3	0 2 6	1 0 0	7 2 9
Kandolee . . .	6 0 0	0 0 10	0 1 4½	0 2 9	1 0 0	8 0 3½
Moray . . .	10 2 0	0 0 10	0 2 2½	0 2 5	1 2 0	13 0 17½
Sewpore . . .	7 0 0	0 1 15	0 1 9½	0 2 19½	1 0 0	9 2 4½
Wusolee . . .	13 0 0	0 2 10	0 2 4½	1 1 9	2 0 0	17 2 13½
Wansee . . .	4 2 0	0 0 0	0 0 18	0 1 16	0 2 0	5 2 14
Sankurrar . . .	4 2 0	0 0 5	0 0 18½	0 1 16½	0 2 0	5 2 19½
Total three hundred and twenty-four bhurrays one candy and five kooroons						324 1 5

The cash payments to be in the following mode:—Five annas in every Rupee in the month of Shirawan; in every Rupee in the month of Chetree. The payments in grain in the following mode:—The surd rice in the Veshak; and the Condolee measurement. One quarter of the Coomla grain to be paid at the village of Seevapore 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 mandudat and others under the fort of Munohur, bearing date is from the month of Asween last to the present 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 quantity of grass upon each bhurray of the Coomla 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.



VIII.

of the HONOURABLE EAST INDIA COMPANY, RAJESOREE RAMCHUNDR PUNT and RAJESOREE VUSHNOO BHUT MAYRWANKUR and NARORAM PANTGAMKUR the FORT of MUNOHURHUR from the DISTRICT of MUNOHUR, SAWUNT WAREE,

CASH.									TOTAL.
IMPOST.									
Nukthab or fixed sum.	Mushut puttee.	Phanus.	Bojay Dust.	Troop.	Kagud Baha.	Khlood Mussulla.	Havildar Dussara.	Carcoonee.	
10 2 2	3 0 0	4 1 0	4 0 0	9 0 0	1 2 0	1 1 0	0 3 0	12 0 0	46 1 2
15 1 0	5 1 0	4 0 0	4 2 0	15 3 0	2 0 0	2 0 0	1 1 0	21 0 0	71 0 0
10 2 1	3 2 0	5 0 0	4 0 0	10 2 0	1 2 0	1 2 0	1 0 0	15 0 0	52 2 1
2 0 2	1 2 0	2 0 0	2 0 0	4 2 0	1 0 0	1 0 0	0 3 0	6 0 0	20 3 2
2 0 2	1 2 0	2 0 0	2 0 0	4 2 0	1 0 0	1 0 0	0 3 0	7 0 0	21 3 2
10 2 1	3 2 0	4 0 0	4 0 0	10 2 0	1 2 0	1 2 0	1 0 0	14 0 0	50 2 1
10 2 1	5 1 0	5 0 0	5 0 0	15 3 0	2 0 0	2 0 0	1 1 0	21 0 0	67 3 1
2 0 1	0 3 0	2 0 1	2 0 0	2 1 0	1 0 0	1 0 0	0 2 0	4 0 0	15 2 3
4 1 0	1 1 0	4 0 0	4 0 0	3 3 0	1 2 0	1 2 0	0 3 0	5 0 0	26 0 0
2 0 1	0 3 0	2 0 1	2 0 0	2 1 0	1 0 0	1 0 0	0 3 0	4 0 0	15 3 2
8 1 0	2 2 0	3 0 0	3 0 0	7 2 3	1 2 0	2 0 0	0 3 0	10 0 0	28 2 3
23 1 2	10 3 0	..	5 0 0	32 1 0	3 0 0	3 0 0	2 0 0	40 0 0	119 1 2
19 2 34	6 3 0	5 0 0	5 0 0	17 1 0	1 2 0	2 0 0	1 0 0	25 0 0	83 0 34
6 1 3	3 0 0	2 2 0	2 1 0	9 0 0	1 0 0	1 2 0	0 2 0	12 0 0	38 0 3
2 0 2	1 2 0	2 0 1	3 0 0	4 1 1	1 0 0	1 0 0	0 2 0	7 0 0	22 2 0
1 0 1	1 2 0	1 2 0	1 2 0	4 2 0	1 0 0	1 0 0	0 2 0	6 0 0	18 2 1
5 1 1	2 2 2	3 0 0	3 0 0	7 3 2	1 0 0	1 0 0	0 2 0	12 0 0	36 1 1
8 1 0	1 3 0	2 0 0	1 2 0	5 1 0	1 0 0	1 0 0	0 2 2	8 0 0	29 1 0
8 0 0	3 1 0	3 0 0	3 0 0	9 3 0	1 2 0	1 2 0	0 3 0	15 0 0	45 3 0
2 0 2	1 0 2	1 0 0	0 3 0	3 1 2	0 2 0	0 2 0	0 2 0	5 0 0	14 3 2
1 0 2	1 0 2	1 0 0	0 3 0	3 1 2	0 2 0	0 2 0	0 2 0	5 0 0	13 3 2
Total eight hundred and forty-nine Rupees two and a half annas.									849 0 34

four annas in every Rupee in the month of Asseen ; four annas in every Rupee in the month of Pous ; three annas in the month of Kartick ; the Wurree and Natchnee grain in the month of Pous ; the Geemwas rice in the month of in the kothie admeasment ; the remainder in the several villages in the Aconay measure. In the event of shares of the Kolhapore and Waree States. The revenue orders are to be issued on the 1st 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 bonds or other papers on account of the current or past year's revenue taken by or being with the date, are hereby null 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 Durbar to exercise the sovereignty

G. HUTCHINSON, *Captain,*
In charge of Political Duties.



No. IX.

AGREEMENT for the TRANSFER of the VILLAGE of SEEVAPORE 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:—

1st.—That the village for the last thirty years had been under the complete authority of the fort of Monohurghur.

2nd.—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 1.

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 26-0-0½.

The difference by the present agreement is thus:—

The Waree Durbar relinquishes its revenue from Seevapore.

Grain bhurrays 4-3-12½, 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. }

G. HUTCHINSON, *Captain,*
In Charge, Political Duties.

No. X.

SUBSTANCE of a MEMORANDUM of RAJAH KHEM SAWUNT BHONSLA BAHADOOR,
SARDESAY PRANT COODAL and MEHALS; Soosun Shullasheen Myatein-wu-Ull,
—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 karbaree 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.

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.

Approved by the Bombay Government on 15th January 1833.

No. XI.

TRANSLATION of a LETTER from the CHIEFTAIN of SAWUNT WAREE, to RICHARD SPOONER, POLITICAL SUPERINTENDENT 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 I 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.



No. XII.

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 Bahadur 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 Perme 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 Rajah 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).

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

**X.—DHARWAR AGENCY.****SAVANUR.**

Abdur Rauf Khan, the founder of the Pathan family of Savanur, obtained in 1680 from the Emperor Aurangzeb the grant of the jagir of Bankapur, Torgal and Azimnagar, with a command of 7,000 horse. The family, though connected by marriage with Tipu Sultan, was entirely stripped of its possessions by him, and the Nawab sought the protection of the Peshwa, from whom he received a pension of Rs. 48,000 a year. Through the intervention of General Wellesley this was subsequently converted into a grant of territory, yielding an equal amount of revenue.

As the Savanur State was rather a grant in lieu of pension than an independent jagir, the British Government, on their accession to the sovereignty of the Southern Mahratta Country, exercised complete jurisdiction over it; but, when the grades of privileged classes were formed, the Nawab was placed in the first rank and, in consideration of the former high position and power of the family, was declared to be no longer subject to the jurisdiction of the Magistrate of the District.

In 1860 complete civil jurisdiction was conferred as a special mark of favour on Nawab Abdul Dalil Khan. In 1869 it was decided that this jurisdiction was personal to him, and could not be exercised by succeeding Nawabs without the express sanction of Government.

Abdul Dalil Khan died in 1862, and was succeeded by his eldest surviving son Abdul Khair Khan.

In 1866 the Ruler of Savanur received an Adoption Sanad (No. I).

Abdul Khair Khan died in 1868, and was succeeded by his son Abdul Dalil Khan, who died in 1884 without male issue, and was succeeded by Abdul Tabriz Khan, on whose succession a nazarana of Rs. 28,790 was levied.

In 1887 the Nawab ceded (*see* Satara Agency No. III) civil and criminal jurisdiction over the lands in his State which were occupied or might thereafter be occupied by the Southern Mahratta Railway.

Abdul Tabriz Khan died on the 26th July 1892, and was succeeded by his son the present Nawab Abdul Majid Khan, born on the 7th October 1890. During his minority the State was administered by the Diwan under the supervision of the Collector as Political Agent.

In 1894 an arrangement was made entrusting the abkari revenue to Government: and this arrangement still continues. The State receives the actual revenue realised by Government from the abkari management.

In 1904 the State consented to its hemp drugs revenue being leased to the British Government up to the 31st March 1906. The arrangement



has since been periodically continued: it was last renewed in 1925 for a period of ten years, at an annual compensation of Rs. 1,245.

In 1912 the State entered into an Agreement of reciprocity (No. II) with the British Government, and in 1913 with other neighbouring States, for the recovery of revenue and other dues and for the surrender of *mudamal* and criminals charged with any of the offences mentioned in Schedule I to the Indian Extradition Act (XV of 1903), or with offences against the Opium, Abkari, Salt and Arms Acts.

Nawab Abdul Majid Khan was installed on the 12th November 1912.

The area of Savanur is 70 square miles; the population, according to the Census of 1921, 16,830; and the average annual revenue Rs. 1,70,205.

The State is neither tributary nor bound to maintain any contingent of horse or foot. It possesses (1926) 20 Armed Police and 2 serviceable and 2 unserviceable guns.

The State was liable to the operation of the *nazarana* rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.



No. I.

ADOPTION SUNNUD granted to the NAWAB of SAVANOR,—1866.

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

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

J. LAWRENCE.

19th March 1866.

No. II.

AGREEMENT of RECIPROCITY between the BRITISH GOVERNMENT on the one hand and the SAVANUR DARBAR on the other for the RECOVERY of LAND REVENUE and other REVENUE DUES and the SURRENDER of CRIMINALS and MUDAMAL, —1912.

Whereas great inconvenience is caused in collecting land revenue and other revenue dues, and in the surrender of criminals and Mudamal for want of reciprocity between the British Government and the Savanur Darbar, hereinafter called the contracting parties ;

And whereas the two contracting parties are desirous of having a reciprocity of agreement in the matter of collection of revenue dues and the surrender of criminals and Mudamal, the following terms are agreed upon between the British Government on the one hand and the Savanur Darbar on the other.

ARTICLE I.

Each of the contracting parties hereby agrees to recover the land revenue and other revenue dues payable by persons within its own territory to the other, in accordance with the provisions of the Bombay Land Revenue Code, 1879 (Born. V of 1879), and the rules made thereunder, both of which are in force in the Savanur State.

ARTICLE II.

Each of the contracting parties hereby agrees to surrender to the other, on requisition made by the other, persons found within their territory, who are charged with any of the offences mentioned in the First Schedule to the Indian Extradition



Act, 1903 (XV of 1903), or with any offence against the Opium, Salt, Abkari and Arms Acts.

ARTICLE III.

A prisoner undergoing sentence in a prison of one of the contracting parties will also be surrendered on demand to the other contracting party, for the trial of any of the offences of the classes mentioned in Article II above, before the expiry of the term of imprisonment awarded by the contracting party within whose territory the prisoner may be undergoing sentence of imprisonment, provided that he is sent back to the territory from which his surrender was asked, after the completion of trial, to finish his term of imprisonment in the territory whence he was brought. After the imprisonment is finished, he will be sent back to the territory of the contracting party requiring him, in case he has been convicted. A note to that effect should however be communicated to the contracting party originally surrendering the convict.

ARTICLE IV.

In the case of a convicted prisoner being under sentence of death the surrender may be refused. Similarly if a prisoner undergoing sentence of imprisonment is surrendered to the other contracting party on a charge of murder and is sentenced to death by the Court of the latter, it shall not be necessary to return him to the contracting party originally surrendering him for the completion of his term of imprisonment.

ARTICLE V.

All property including live stock required in a criminal case will be surrendered to the contracting party that has made the demand.

ARTICLE VI.

All charges for maintenance and conveyance of persons in every case will be borne by the contracting party that makes the surrender. In cases where a convict has been surrendered and has to be re-surrendered after his trial the cost of maintenance during the time of his detention for trial will be borne by the contracting party that demands his surrender, which will also bear the cost of reconveyance to the territory of the contracting party that makes the original surrender.

ARTICLE VII.

In the case of property, including cattle, the conveyance and maintenance charges up to the place of destination will be borne by the contracting party that makes the surrender, *i.e.*, the contracting party from which the property is obtained. In case such property is returned to the contracting party from which it was originally brought, such charges will be borne by the contracting party that originally asked for it.

Dated the

day of October 1912.



XI.—NASIK AGENCY.

SURGANA.

Surgana lies to the north-west of the Nasik district, and is ruled by a Chief called the Deshmukh.

The ancestors of the Deshmukh were Konkani Kunbis, who lived in the fastnesses round Hatgad. During Muhammadan rule a nominal allegiance was claimed from them, and they were entrusted with the duties of preventing predatory incursions above the Ghâts by the Bhils and Kolis of the Dangs; of rendering military service when required; and of keeping open the roads that ran through their territory. For this they were granted several villages in Surgana. Under Mahratta rule the Deshmukh refused to pay any revenue, and his country, along with the Dangs, was included in "rebel land" (Bandi Mulk). But, as Surgana lay on one of the high roads between the Deccan and Surat, efforts were made to conciliate the Chief. The Deshmukh continued independent until 1818, when the British Government led an expedition against the Deshmukh Malharrao to punish him for an attack made on a police party stationed at Surgana. He was seized and hanged, and his cousin, Bhikajirao, who had helped Government against Malharrao, was recognized as the head of the State and vested with the chief authority. Bhikajirao was murdered in a disturbance set up by Malharrao's widow, and his son Yeshwantrao was recognized as the representative of the chief branch. The Chiefship descends in the line of one branch, while the representative of another branch (Bhadarkar) used to receive an equal share in the revenues, under orders issued by the Court of Directors in 1846. But, under an arrangement (Appendix I) made in 1908 by the Political Agent, the Bhadarkar branch receives a monthly allowance of Rs. 150, and a share of 3 annas in the rupee of the State balance at the end of the year; while 5 annas goes to the ruling Deshmukh, and 8 annas to the Reserve Fund kept in the State Treasury to meet unforeseen emergencies and only to be drawn upon for purposes approved by the Political Agent.

Shankarrao, who succeeded in 1867, died on the 2nd June 1898, and was succeeded by his son Prataprao, who died on the 22nd June 1930. He was succeeded by his son the present Deshmukh Yeswantrao, born on the 21st July 1902.

With a view to assimilating the abkari administration in Surgana to the system in force in the adjoining British districts, Shankarrao had in 1889 entered into a ten-years agreement, which was periodically renewed, with slight modification, until 1923. In 1927 it was renewed (No. I) for a further period of ten years with effect from the 24th August 1927.



In 1903 the Deshmukh agreed to prohibit the cultivation of hemp, on consideration of his receiving a refund of $\frac{3}{4}$ ths of the duty levied on hemp drugs imported into the State. From the 1st April 1917, under the authority of Bombay Government Resolution, Political Department, No. 4082, dated 28th May 1917, 13/14ths of the duty is refunded to the State on its furnishing to the Commissioner of Excise the required bill, supported by a certificate to show that the drugs mentioned in the bill reached their destination.

The area of Surgana is 360 square miles; the population, according to the Census of 1921, 14,912; and the average revenue Rs. 52,000. The State pays no tribute to the British Government.

The State has (1926) 14 Armed Police.

Surgana was liable to the operation of the nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.



No. I.

ARTICLES OF AGREEMENT for the assimilation of the ABKARI SYSTEM and taxation in the SURGANA STATE with the ABKARI SYSTEM and taxation in force in the British Collectorates adjoining the SURGANA STATE,—1927.

Preamble.—Whereas it is considered desirable to place the administration of the Abkari revenue of the Surgana State on a footing similar to that of the administration of the Abkari Revenue in the British Territory adjoining the Surgana State which is carried on in accordance with the provisions of the Bombay Abkari Act, 1878, as amended from time to time and also to prevent injury to the Abkari revenue of either the British Territory or that belonging to the Surgana State by illicit manufacture of liquor or by smuggling of liquor from one territory into the other, the following articles have been agreed on between Prataprao Shankarrao, Esquire, Deshmukh of Surgana on behalf of himself, his heirs and successors on the one part and R. G. Gordon, Esquire, Political Agent, Surgana State, for the time being on behalf of the British Government on the other.

ARTICLE I.

The Deshmukh of Surgana engages that the law of the Surgana State, as regards Abkari, shall be the Bombay Abkari Act of 1878 as amended from time to time or any law which may hereafter be substituted for that Act in the Bombay Presidency.

ARTICLE II.

The Deshmukh of Surgana further engages to conduct the Abkari administration of the State on the following principles :—

- (a) The selling price of liquor in the Surgana State shall for the present be not less than Rs. 2-4-0 per gallon of 60° degrees U. P. and double that rate per gallon of 30° degrees U. P. but these rates may be enhanced from time to time by the Deshmukh with the approval of the Political Agent.
- (b) The strengths of liquor placed on sale shall be the same in the Surgana State and the Nasik District.
- (c) The standard of measure used for the sale of liquor and the instruments and methods used for testing the strength of liquor in the Surgana State shall be exactly similar to those used in the Nasik District.
- (d) One Distillery only will be established in the Surgana State in such place as may be determined upon by the Deshmukh and the Political Agent, and no change in the location of the Distillery shall be made without the consent of the Political Agent.
- (e) Forms of leases and licenses for the manufacture and the sale of the liquor in the Surgana State shall be subject to the approval of the Political Agent.



- (f) No shop for the sale of liquor may be opened at any place either in the Surgana State or in the British territory within 3 miles distance from the boundary between the State and British territory except at the villages named below. Provided that this arrangement may be modified at any time by the Deshmukh with the consent of the Political Agent.

British Villages.

1. Ladgaon
2. Guhi Jambhulpada.

Surgana State Villages.

1. Surgana.
2. Umbarthan.
3. Khutvihir.
4. Umbarvihir.
5. Chinchpada.
6. Pangarne.
7. Kathipada.
8. Malegaon.
9. Ambathe.

- (g) In all other respects the system of Abkari management in the Surgana State shall, as far as practicable, be similar to that prevailing in the Nasik District.
- (h) The Political Agent shall in cases of difference existing in the practice and procedure in force under any of the abovementioned heads (b), (c) and (g) in British territory adjoining the Surgana State and having regard to the state of Abkari administration in the Native States marching with the Surgana State determine the manner in which the said stipulation shall be carried out in the Surgana State or in different parts thereof and the Deshmukh of Surgana engages to regulate the Abkari administration of the Surgana State in accordance with such decision of the Political Agent.

ARTICLE III.

The Deshmukh of Surgana also engages to furnish promptly to the Political Agent all information and accounts relating to the manufacture and sale of liquor and the system of management followed that may from time to time be called for by the Political Agent and to afford facilities for the inspection of his distillery, liquor shops and the general Abkari arrangement by any officer not below the rank of a Mamlatdar or an Inspector of Excise who may be specially deputed for the purpose by the Political Agent.

ARTICLE IV.

The Deshmukh of Surgana further engages to communicate promptly to the Political Agent information respecting arrests made and cases tried by officials



of the State for offences against the Abkari law committed in the Surgana State by the subjects of the British Government. In like manner the Political Agent will communicate to the Deshmukh information of arrests made and cases tried by British Officials for offences against the British Abkari Law committed in British territory by subjects of the Surgana State.

ARTICLE V.

The Deshmukh of Surgana engages to carry out all the stipulations of this agreement throughout his territory in alienated as well as khalsa villages.

ARTICLE VI.

Nothing in this agreement shall affect the tapping of toddy trees or the taxation or sale of toddy either in the fermented or unfermented state. The Deshmukh engages to prohibit the distillation of spirit from toddy in the Surgana State.

ARTICLE VII.

This agreement will remain in force for ten years from the date hereof and shall be renewable with the mutual consent of both parties. This engagement agreed to at Surgana on the 24th day of August 1927.

PRATAFRAO SHANKARRAO DESHMUKH,

Deshmukh of Surgana.

R. G. GORDON,

Collector and Political Agent, Nasik.

**XII.—KOLHAPUR RESIDENCY.****KOLHAPUR.**

Kolhapur claims the first rank among the Indian States in the Bombay Presidency, and the rulers are the representatives of the younger branch of the family of Shivaji the Great, founder of the Mahratta Empire, and bear the distinctive honorific title of “Chhatrapati Maharaj”.

After the death of Shivaji's younger son, Rajaram, who was the head of the Mahratta power during the captivity of his nephew Sahuji, his widow Tara Bai placed her son Shivaji in power. He died in 1712 and was succeeded by Sambhaji, son of Rajaram's younger widow. The Kolhapur family, supported by Ram Chandar Pant Amatya, Sarje Rao Ghatge of Kagal, and other powerful Chiefs, long struggled to retain the supremacy among the Mahrattas, but were compelled to yield precedence to Sahuji, who by treaty* in 1731 recognised Kolhapur as a distinct and independent principality.

** Partition Treaty of Satara, dated 26th April 1731.*

ARTICLE 1.

The following Treaty, drawn up between His Majesty Aba Sahib (Shahu Raja) and Sambhaji Raja, has been agreed to on the part of the latter, as hereafter specified.

ARTICLE 2.

I agree to receive, as my share of the dominion, that part of the country lying to the southward and eastward of the Krishna river below its junction with the Warna, including all the forts and posts within the said boundary, and all claims whatsoever.

ARTICLE 3.

The whole of the country lying south of the junction of the two rivers aforesaid as far as the junction of the Tungabhadra and Krishna, including all the forts and posts within the said boundary.

ARTICLE 4.

The whole of the tract lying south of the fort of Viziadrag.

ARTICLE 5.

I agree to cede the fort of Ratnagiri, and to receive the fort in Kopal in lieu thereof, and I will destroy the post at Wargam according to agreement.

ARTICLE 6.

I agree to relinquish the posts in the districts of Mirch and Bijapur, now in my possession.

ARTICLE 7.

I agree to receive the half of any conquests to be made between the river Tanga-bhadra and Rameshwar.

ARTICLE 8.

I agree to attack any State which shall engage in war against Satara, and, in like manner, to Raja of Satara agrees to make war with any State attacking this house.



On the death of Sambhaji in 1760, the direct descendants of Shivaji became extinct. A member of the Bhonsla family was adopted as his successor under the name of Shivaji, and the widow of Sambhaji conducted the administration during the minority. Under her administration the greatest irregularities prevailed both by sea and land.

The prevalence of piracy compelled the British Government to send an expedition against Kolhapur in 1765, which resulted in the conclusion of a commercial Treaty (No. I) in January 1766. The conditions of this treaty, however, were never observed. The payments which Kolhapur had agreed to for the expenses of the expedition were not made; piracy was not suppressed; and in 1792 another expedition was prepared. The Raja thereupon signed another Treaty (No. II) in November 1792, engaging to give compensation for the losses which the merchants had sustained from the year 1785, and to permit the establishment of factories at Malwan and Kolhapur.

The Rani died in 1772. After her death, the young Raja was long engaged in war with other Mahratta powers, more particularly the Patwardhan family, the Savant of Wari and the Nipanikar, and his government was weakened by internal factions. During these struggles, the British Government on several occasions declined to interfere between the parties; but in 1811, during a war between the Nipanikar and Kolhapur, when the British Resident at Poona was engaged in the settlement of the Southern Mahratta Country, a peace was negotiated between the contending parties: and in 1812 the Raja of Kolhapur concluded a Treaty (No. III) with the British Government, by which, in return for the cession of certain forts, he was guaranteed against the aggression of all foreign powers, and engaged to abstain from hostilities with other States and to refer all his disputes with other States to the arbitration of the British Government.

Shivaji died in 1812. He left two sons, Shambhu or Aba Sahib, who succeeded him, and Shahaji or Bawa Sahib. In the war with the Peshwa in 1817 Aba Sahib cordially sided with the British; and in reward for his services the districts of Chikori and Manoli, which in former years had been wrested from Kolhapur by the Nipanikar, were restored. Aba Sahib was murdered in 1821, his infant son died in 1822, and the succession devolved on Bawa Sahib, who proved an oppressive and profligate ruler. Three times between 1822 and 1829 the British Government were obliged to move a force against him in consequence of his aggressions on other Chiefs in which he did not even respect

ARTICLE 9.

I agree to entertain no person discarded from the service of the Raja of Satara, nor is he to entertain any person discarded by me.

The above nine Articles, being stipulated and mutually agreed on between both parties, shall in nowise be departed from in the least on my part.



British territory and of the spoliation of his jagirdars which drove them to rebellion.

In 1826 he signed a Treaty (No. IV), by which he agreed to reduce his army to its peace establishment, to attend to the advice of the British Government in all matters affecting the public peace, to respect the rights of certain jagirdars, and never to grant an asylum to rebels. In 1827, in consequence of his infraction of the 2nd article of the Treaty of 1826, he was forced to sign a preliminary Treaty (No. V), which was modified in 1829 (No. VI). By this he agreed to limit his army to 400 horse and 800 infantry; to retrocede the districts of Chikori and Manoli and to cede Akiwat; to admit British troops into his forts; to pay Rs. 1,47,948 compensation to certain jagirdars and to cede lands as security for the payment; and to accept a minister appointed by the British Government.

Bawa Sahib died in 1838, and was succeeded by his minor son, Shivaji. A Council of Regency was formed, consisting of Shivaji's mother, his aunt, and four officials. Soon after, the members of the Regency quarrelled, and the young Raja's aunt, Diwan Sahiba, assumed the entire control of the State. The misrule was so great that the British Government interfered under the provisions of the treaty and appointed a minister of their own, whose efforts to reform the administration resulted in a general rebellion which extended to the neighbouring State of Savantvadi. After the suppression of the rebellion the direct administration of the State was assumed by the British Government: the forts of every description were dismantled, the system of hereditary garrisons was abolished, the military force of the State was disbanded and a local corps entertained in its stead, and the Kolhapur State was required to pay the expense of suppressing the rebellion. In 1862 the management was restored to Shivaji, and a new Treaty (No. VII) was concluded with him by which he was bound, in all matters of importance, to be guided by the advice of the British Government.

During the mutiny of 1857 the Raja remained faithful in his allegiance to the British Government; but his younger brother, Chima Sahib, joined the rebels. He was subsequently imprisoned and died in confinement.

In 1862 the Ruler of Kolhapur received a Sanad of Adoption (*see* Surat Agency No. IV).

Shivaji died in 1866, and was succeeded by his nephew and adopted son, Rajaram, then sixteen years of age. During his minority the administration of the State was assumed by the British Government.

In 1867 the Ruler of Kolhapur was granted a permanent salute of 19 guns.



Rajaram died without issue in 1870, while on a tour in Europe. There was no near blood relation of Rajaram eligible for adoption, but Government declared their willingness to recognise as his successor any person who might be selected as most fitting and acceptable to the family and the principal persons of the State, even though he might not fulfil all the conditions required by Hindu law and the custom of the Kolhapur family. Their unanimous choice fell upon Narayan Rao Bhonsle, son of Dinkar Rao, the head of the Khanvat Bhonsles and next of kin to the Kolhapur family: and it was confirmed by the British Government. He was installed as Raja of Kolhapur in October 1871, and took the name of Shivaji.

In October 1880 the Kolhapur State entered into an Agreement (No. VIII), prohibiting the cultivation of the poppy and the manufacture of opium in Kolhapur territory, and the import of opium into the State.

Raja Shivaji had begun to show signs of insanity in 1879, and in 1882 a committee of medical officers pronounced him incurable. A Council of Regency, with the Jagirdar of Kagal as Regent, was appointed to conduct the administration. Shivaji died in December 1883, and was succeeded by Yeshwant Rao Baba Sahib Ghatge, the eldest son of the Regent, whose adoption by Anandibai Sahiba Rani, Shivaji's widow, was sanctioned by Government. The young Raja assumed the title of Shahu II (Shahaji) Chhatrapati, and the administration continued to be conducted by the Regency Council. On the death of the Jagirdar of Kagal in March 1886, the Political Agent, under the orders of Government, took his place as President of the Council for a few months, till in November of that year Government appointed the Diwan to be President.

The oppressive export and import duties known as 'sthalbharit' and 'sthalmod' were abolished in 1886; and in the same year the State agreed (No. IX) to a larger measure of free trade. By this Agreement the whole of the Southern Mahratta Country jagirs, as well as the State of Kolhapur, were ultimately placed on the same footing as British districts, and a large accession of traffic to the Southern Mahratta Railway and its feeders was secured.

In 1886 the State ceded full jurisdiction, short of sovereign rights, over the lands acquired for the Madras and Southern Mahratta Railway (No. X): and in 1888 over those acquired for the Kolhapur State Railway (No. XI).

In 1891 an Agreement (No. XII) was executed between the State and the Southern Mahratta Railway Company, for the working of the Kolhapur State Railway.



Shahu Chhatrapati was formally installed in April 1894. In 1895 the last clause of the 7th article of the Agreement of 1862 (No. VII), by which the Raja of Kolhapur had been compelled to refer sentences of death to the authority of the Government of Bombay, was so modified as to remove this restriction on the Raja's power (No. XIII).

In 1900 the Ruler of Kolhapur was granted the hereditary title of Maharaja (No. XIV).

In 1903 the residuary jurisdiction in the Feudatory Jagirs, which under article 8 of the Agreement of 1862 was exercised by the Political Agent, was to a great extent restored to the Kolhapur Darbar (No. XV).

In January 1904 the Darbar agreed to prevent the smuggling of hemp drugs from the State into British territory, by assimilating its system to that obtaining in the Bombay Presidency.

The revision survey of the Kolhapur district was completed in 1905.

In 1911 the designation of the Political Agent was changed to that of Resident.

Shahu Chhatrapati died on the 6th May 1922 and was succeeded by his son the present Maharaja Shri Rajaram Chhatrapati Maharaj, born on the 30th July 1897.

In 1927 the Darbar ceded full and exclusive power and jurisdiction of every kind over the lands acquired in the State for the Pandharpur-Miraj Extension of the Barsi Light Railway (No. XVI).

In November 1929 the Darbar executed an Agreement regarding the provincialisation of the portion of the Belgaum-Hungund road lying within the limits of the State. This Agreement was concluded too late for inclusion of a copy of it in the present edition.

In 1930, by a Kharita issued too late for inclusion in the present edition, powers of supervision over his feudatories, previously exercised by the British Government by virtue of Article 8 of the Agreement of 1862 (No. VII), were transferred to the Ruler of Kolhapur.

The Maharaja of Kolhapur exercises unlimited civil and criminal powers subject to the proviso that he cannot try British subjects for capital offences without the permission of the Resident.

The area of Kolhapur is 3,217 square miles; the population, according to the Census of 1921, 833,726; and the gross revenue Rs. 87,39,522.

The military forces of the State consist (1926) of 172 Cavalry, 550 Infantry, 312 Armed Police and 24 Artillery men with 14 serviceable and 46 unserviceable guns.

The Feudatory Jagirdars of Kolhapur, who are nine in number, may be said to represent the members of the ministerial cabinet of the State of by-gone days. They are allowed to exercise partial jurisdiction



in their Jagirs, which were granted to the original holders for the maintenance of troops and of their own position and dignity.

These Jagirdars pay *Nazarana* to the parent State on the occasion of a succession, and the military services performed by them in former days have been commuted into money payments. They are all in some degree under the supervision of the Resident at Kolhapur, who acts, as far as circumstances permit, in co-operation with the Darbar. Minor Jagirdars are placed under the joint guardianship of the Darbar and the Resident. Any new law enacted or introduced by the parent State comes into force in these Jagirs with the consent of the British Government. All civil cases against the Jagirdars themselves are disposed of by a combined court consisting of the Resident and a representative of the Maharaja. The Jagirdars are not allowed to alienate any portion of their estates beyond their own life-time without the sanction of the Maharaja.



Particulars regarding the Feudatory Jagirdars of Kolhapur.

Serial No.	Name of Feudatory Estate.	Names of present holder.	Title or Designation.	Caste.	Year of birth.	Area in square miles.	Population according to Census, 1921.	Revenue (1925-26).	Military service commutation.
								Rs.	Rs.
1	Vishalgad .	Abajirao Krishna alias Abasaheb.	Pant Pratinidhi .	Deshaatha Brahmin.	1868 .	235	30,125	2,08,691	5,000
2	Bavda .	Madhavrao Moreshwar alias Balasaheb.	Pant Amatya .	Do.	1858 .	242	44,680	1,59,731	3,420
3	Kagal Senior .	Jayasingrao alias Abasaheb Ghatge.	Sarjerao Vajarat Ma-ab.	Mahratta .	1917 .	115.1	45,324	2,21,732	2,000
4	Kapshi .	Santajirao alias Babasaheb Ghorpade.	Sensapati .	Do.	1902 .	53.1	11,747	73,589	4,301
5	Torgal .	Narsajirao alias Babasaheb Shinde.	Senakhaskhel .	Do.	1910 .	137.2	12,535	60,603	1,014
6	Ichalkaranji .	Narayanrao Govind alias Babasaheb Ghorpade.	Pant Sachiv .	Konkanasth Brahmin.	1872 .	24	60,866	4,78,589	2,000
7	Kagal Junior .	Dattajirao alias Babasaheb Ghatge.	Sarjerao .	Mahratta .	1874 .	17.3	6,110	72,451	2,154
8	Himmat Bahadur .	Udajirao alias Abasaheb Chavan	Himmat Bahadur	Do.	1877 .	49.1	17,986	74,925	4,000
9	Sar Lashkar Bahadur.	Babaraje Nimbalkar .	Sar Lashkar Bahadur.	Do.	1915 .	21.6	6,496	65,759	2,626



No. 1.

ARTICLES of AGREEMENT made with the MAHARAJAH JEEJABOY at FORT AUGUSTUS, the 12th January 1766.

ARTICLE 1.

There shall be a perpetual peace and firm friendship re-established between the Honourable Company and Maharajah Jeejaboy, the Ranee, their successors and heirs; and for the stricter observance of the following Treaty of peace, Maharajah Jeejaboy, the Ranee, agrees to send one hostage of note, with his family, to reside at Bombay, and to be maintained at her charge.

ARTICLE 2.

Maharajah Jeejaboy, the Ranee, agrees to pay the Honourable Company Rupees seven lakhs fifty thousand (7,50,000) as restitution for the expenses they have been at during the troubles subsisting between the respective parties and maintaining the different garrisons at Fort Augustus and its dependencies; three lakhs sixty thousand to be paid within two months from the 12th of January 1766, the remaining three lakhs ninety thousand (3,90,000) to be paid within four years from the date hereof; that is, one lakh (1,00,000) for the three first years and ninety thousand (90,000) the last year: for the performance of which Maharajah Jeejaboy, the Ranee, agrees to give two substantial securities, such as may be approved of by the Honourable the President and Council of Bombay; and she also agrees to allow six (6) per cent. exchange on the three lakhs sixty thousand (3,60,000) that is to be paid before the delivery of the Fort, which is to be in the following sort of Rupees: Hookary, Peerchaney, Arcotey, Hazaney, and Ourang Shah; and the remainder to be made good equal to Bombay Rupees.

ARTICLE 3.

The Honourable Company, in consideration of Maharajah Jeejaboy, the Ranee, fulfilling the foregoing Article, do agree, on the payment of the first sum, that is, Rupees three lakhs sixty thousand (3,60,000), to deliver up to her, Maharajah Jeejaboy, the Ranee, the Fort of Augustus, formerly called Sundudroog, with the Forts of Rajhcote, Serjacote, and Pudrumdroog, and do farther renounce all claim or pretension 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 that they may have brought here; and they do give up to Maharajah Jeejaboy, the Ranee, such guns and carriages, as are here that were belonging to Fort Augustus; also those at Rajhcote, Serajcote, and Pudrumdroog.



ARTICLE 5.

Maharajah Jeejaboy, the Ranee, will permit the Honourable Company to build a factory with warehouse at Rajhcote, or at such place as may be most convenient for them (at which place they will hoist their flag), or any part of her territories adjacent to the sea shore, for vending their commodities, and to keep there such servants and people, as also vessels or boats, as they shall think necessary for conducting the same; and should any of the merchants, or others, her subjects, become debtors to the English, they shall have free liberty to imprison their persons, and seize their effects and vend them till satisfaction is made and obtained.

ARTICLE 6.

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

ARTICLE 7.

Maharajah Jeejaboy, the Ranee, will not, directly or indirectly, give any hindrance or molestation to any vessels or boats with English colours and passes, or any vessels and boats going under English colours; in like manner, the English will not molest any vessels or boats belonging to Maharajah Jeejaboy, the Ranee, or her subjects.

ARTICLE 8.

Maharajah Jeejaboy, the Ranee, grants to the Honourable English Company an exclusive right of importing and vending all Europe cloths, lead, iron, steel, copper, and Europe commodities, and to pass the same through her country.

ARTICLE 9.

Maharajah Jeejaboy, the Ranee, will allow all merchants or vanjarrahs free liberty to pass and re-pass her territories, to and from the English factory at Malwan, near Rajhcote, or any place where they build one, with their effects, merchandize, packages, carriages, and beasts of burden, they paying the duties agreeable to the custom practised at Ghereah, Rajahpore, and no more, on any pretence whatever; and whatever goods are landed at the English factories no customs whatever are to be levied. When they are carried out by the merchants they are to pay the duties agreeable to the custom before mentioned.

ARTICLE 10.

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



ARTICLE 11.

If any vessels or boats belonging to the English, their subjects or allies, at any time be drove ashore, or wrecked, in any part of the Ranee's dominions, she 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 to the lawful owners, without any salvage whatever, except the labourers' hire. The English, on their parts, to observe the same in respect to the subjects of the Ranee, their vessels or boats.

ARTICLE 12.

Maharajah Jeejaboy, the Ranee, will not, by menaces or otherwise, directly or 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 had possession of Fort Augustus and dependencies, but permit them to enjoy peaceably their houses, lands, and tenements in the same free and ample manner as when the Malwan government subsisted before the English took this place.

ARTICLE 13.

The Honourable Company will, at the same time that Fort Augustus is delivered up to Maharajah Jeejaboy, the Ranee, deliver to her the prisoners taken in Sundadroog Fort when they conquered it, and are now at Bombay.

ARTICLE 14.

Maharajah Jeejaboy, the Ranee, agrees, should the Honourable Company be attacked, and they should require her assistance, to provide them with what troops they may want, they supplying them with provisions only. The Honourable Company, in like manner, agrees to assist the Ranee should it be convenient for them.

No. II.

AGREEMENT with the RAJAH of KOLHAPORE for the payment of COMPENSATION and the establishment of FACTORIES at MALWAN and KOLHAPORE,—1792.

Lieutenant William Thomas Sandiford, Persian Interpreter to the Honourable Major General Robert Abercromby, President and Governor of Bombay, and Balajee Ram, Commandant of Cavalry to Sevajee, Rajah of Kolhapore, being invested with full powers to form a Convention for the purposes of settling the debt due by the said Rajah to the Honourable Company, and likewise for satisfying the merchants under the protection of the Presidency of Bombay for the



losses they have sustained by the Malwan fleet since the year 1785, have agreed to the following Articles :—

ARTICLE 1.

The friendship that formerly subsisted between the Honourable Company and the Rajah of Kolhapore is hereby renewed and confirmed, and the disputes that have lately subsisted between the two governments will be finally settled when the following Articles are executed and fulfilled.

ARTICLE 2.

The Rajah of Kolhapore hereby agrees to discharge the balance due by him to the Honourable Company, agreeably to his engagement with Mr. Brome, in three separate payments, the first payment to be made on the first day of January 1793, and the others on the first day of every succeeding January, until the whole is discharged, which shall be done on the 1st of January 1795.

ARTICLE 3.

The above due by the Kolhapore Rajah to the Honourable Company having for many years borne an interest, which, from the distresses of the Kolhapore government for a length of time past, the Rajah has become totally unable to pay, he therefore throws himself on the mercy of the Honourable Company in hopes of their relinquishing a demand he is without resources to discharge. It is therefore agreed that if the other parts of the Convention are faithfully and fully complied with on the part of the Rajah no demand shall be made for the said interest.

ARTICLE 4.

The Rajah of Kolhapore, in order to satisfy the merchants for the losses they have sustained by his fleet since the year 1785, the account of which, calculated with interest to the 31st of July 1792, has been transmitted to him by the Honourable Major General Robert Abercromby, President and Governor of Bombay, agrees to pay immediately (and he has sent for that purpose by Balajee Ram) Rupees twenty thousand, and will agree to pay a further sum of Rupees thirty-five thousand, to be made good in four different payments, the first to be paid on the first of the next March, and the others on the first of every succeeding March, until the whole is discharged, which shall be considered as a full compensation for the losses they have sustained.

ARTICLE 5.

As a security for the payments before mentioned, and at the same time to convince the Honourable Company that no interruption shall be given in future by his fleet to any vessels sailing with English passes, the Rajah of Kolhapore hereby agrees to a factory being established on the Island of Malwan, where the English flag shall be hoisted until the several claims are discharged, or to be per-



manent at the option of the Honourable Company. The Rajah will likewise grant the English a factory, if required, at Kolhapore, where he resides himself, and the provisions wanted for as many sepoys as the Company shall keep at both of these factories shall be supplied at the Rajah's own expense, until these Articles are fully executed.

ARTICLE 6.

Balajee Ram being invested with full powers from his master, the Kolhapore Rajah, to conclude this Agreement, and to sign the same and affix the public seal given to him by the Rajah for that purpose, it becomes binding on the said Rajah when signed and sealed by the said Balajee Ram. On the part of the Honourable Company this Convention becomes binding if approved of by the Right Honourable Charles Earl Cornwallis, K.G., Governor-General of India, and full powers are delegated by him for the same, to be signed and sealed on behalf of the said Honourable Company.

Agreed on at Bombay by Lieutenant William Thomas Sandiford, Persian Interpreter to the Honourable Major General Robert Abercromby, President and Governor of Bombay, on the one part; and Balajee Ram, Commander of Cavalry to the Rajah of Kolhapore, on the other, this twenty-fifth day of November, in the year of Our Lord one thousand seven hundred and ninety-two.

The original of the above agreement, written in the Mahratta language, is signed.

BALAJEE RAM, *Sir Lascar*,

By order from his master the Rajah of Kolhapore.

Ratified by the Governor-General in Council on 24th December 1792.

No. III.

ARTICLES of AGREEMENT concluded between the RAJAH of KOLHAPORE and the HONOURABLE MOUNTSTUART ELPHINSTONE, RESIDENT at POONA, on the part of the BRITISH GOVERNMENT, and accepted by the RAJAH of KOLHAPORE on the 1st of October 1812.

ARTICLE 1.

There shall be perpetual peace and friendship between the allied governments of the Honourable Company and His Highness the Peishwa on the one part, and His Highness the Rajah of Kolhapore on the other.

ARTICLE 2.

The Rajah of Kolhapore, on his own part and on that of his heirs and successors, hereby renounces all right and claim of whatever description on the districts of



Chikoree and Manowlee, and all dependencies which have hitherto been comprehended in those districts. The districts aforesaid are henceforward to belong in absolute sovereignty to Rao Pundit Purdhaun Peishwa Bahadoor, his heirs and successors.

ARTICLE 3.

All the forts and country taken in consequence of the wars occasioned by the disputed claims to Chikoree and Manowlee from the Rajah of Kolhapore, within the last four years, *i.e.*, since the month of September 1808, and now occupied by the troops of Rao Pundit Purdhaun Peishwa Bahadoor shall be immediately restored to the Rajah of Kolhapore.

ARTICLE 4.

The Rajah of Kolhapore hereby renounces all other claims of whatever description on Rao Pundit Purdhaun Peishwa Bahadoor, and on all and every part of his dominions, with the exception of the new conquests mentioned in the third Article; His Highness the Maharajah likewise renounces all claim upon Nepanee: His Highness the Rajah of Kolhapore hereby further renounces all claims of whatever description on all the Peishwa's subjects of whatever rank and denomination.

ARTICLE 5.

For the security of the British trade against a renewal of the piratical depredations formerly practised by the Rajah of Kolhapore's subjects, the Rajah of Kolhapore hereby agrees, on his own part and on the part of his heirs and successors, to cede to the Honourable Company in perpetual sovereignty the harbour of Malwan, that is to say, the fort and island of Sundudroog or Malwan, and the forts of Puddumghur, Rajheote, and Surjacote, with the lands dependent on the said forts, and the British troops shall immediately be put in possession of the said forts and their dependencies.

ARTICLE 6.

His Highness the Rajah of Kolhapore engages, on his own part and on that of his heirs and successors, never to employ any armed vessels, or to permit any armed vessels to be fitted out at or to enter any of the seaports which may remain in His Highness's possession, after the cession of the places before mentioned or which he may hereafter acquire; and the Rajah agrees that the Honourable Company's vessels shall have the right to search all vessels that may be in the said ports, or that may have sailed from them; and that if any arms are found in vessels so searched, the said vessels shall be lawful prize to the Honourable Company. The Rajah further engages to permit agents on the part of the Honourable Company to reside in all ports in his dominions, or which may hereafter fall into his hands, for the purpose of ascertaining the state of all vessels lying in such ports, and to permit the said agents to search the said vessels.



ARTICLE 7.

If any ship bearing the British flag, or furnished with a British pass, or belonging to the allies of the British Government, should hereafter be put into the Rajah of Kolhapore's ports, or be driven by stress of weather, or any other cause, upon his shores, His Highness the Rajah of Kolhapore engages on his own part and on that of his heirs and successors, that all practicable assistance shall be rendered to such vessels. And the Rajah further agrees that no claim shall be advanced by himself or any of his subjects on any vessel belonging to whatever nation that may be shipwrecked or driven by stress of weather upon his shores.

ARTICLE 8.

In consideration of the cession of the harbour of Malwan, and on condition of the effectual suppression of piracy, the Honourable Company engages to guarantee such territories as shall remain in the Rajah of Kolhapore's possession against the aggression of all foreign powers and States.

ARTICLE 9.

With a view to the full execution of the agreement contained in the foregoing Article, His Highness the Rajah of Kolhapore, on his own part and on that of his heirs and successors, engages not to pursue any measures of hostility against foreign States without the previous consent of the Honourable Company; and if any differences shall in future arise between His Highness, his heirs and successors, and any foreign power or State, the Honourable Company shall apply themselves to the adjustment of such differences conformably to justice and propriety; and His Highness the Rajah of Kolhapore agrees that whatever adjustment of such differences the Honourable Company shall determine, His Highness shall acquiesce in and abide by. His Highness the Rajah of Kolhapore, on his part and on that of his heirs and successors, engages not to urge any claims on foreign States which may have originated previously to the date of this agreement. Should the conditions contained in this Article not be fulfilled by the Rajah the eighth Article is to be considered null and void.

ARTICLE 10.

And whereas various demands subsist on the part of the Honourable Company against His Highness the Rajah of Kolhapore in consequence of depredations formerly committed on the trade of the Honourable Company and its subjects; the Honourable Company being convinced of the Rajah's inability to satisfy those demands, and of his sincere desire to prevent a repetition of the injuries formerly complained of, consents to relinquish all pecuniary claims and demands whatsoever against the Rajah of Kolhapore.

What is written in the above ten Articles is hereby agreed to.

Done at Curveer on the 24th of Ramzan.



No. IV.

ARTICLES of AGREEMENT concluded between SHAJEE CHETTERBUTTY MAHARAJ CURVEER, the RAJAH of KOLHAPORE, and the BRITISH GOVERNMENT,—1826.

Preamble.—Whereas a Treaty of peace and friendship was concluded between the British Government and the Rajah of Kolhapore on the 1st of October 1812, and whereas certain misunderstandings have since arisen; with a view to the removal of those misunderstandings, and to the confirmation of the alliance, the following Articles have been agreed on between the two governments :—

ARTICLE 1.

Such parts of the former Treaty concluded on the 1st of October 1812 as are not affected by the provisions of the present engagement shall remain in full force, and are mutually binding on the contracting parties.

ARTICLE 2.

The Rajah of Kolhapore engages to reduce his army to the peace establishment, and never to raise or assemble such a force as shall be likely to endanger the public tranquillity within or without his territories, unless with the previous consent of the British Government. The Rajah further engages to attend to the advice of the British Government on all measures calculated to affect the public tranquillity. But this Article is in no wise to diminish the independence of the said Rajah as a sovereign prince.

ARTICLE 3.

The Rajah of Kolhapore engages never to molest Hindoo Rao Ghatkey Kagulcar or Narain Rao Ghorepurey Echuleurenjeeur in the enjoyment of their respective lands and rights according to ancient custom.

ARTICLE 4.

The districts of Chikoree and Manowlee were transferred to the Rajah of Kolhapore by a Sunnud under the signature of Major-General Sir Thomas Munro, Bart., K.C.B., but have not yet been mentioned in any Treaty or Agreement. The Honourable East India Company now acknowledges them to be ceded to the Rajah of Kolhapore in full sovereignty, the Rajah engaging on his part to respect the rights and privileges of the zemindars, enamdars, and wuttundars of the said districts.

ARTICLE 5.

His Highness the Rajah of Kolhapore hereby recognizes the award of the British Government made in 1822 relative to the half umuls in the Sawant Warree territory, and engages to respect the rights of the Warree State conferred by that award. He also consents to the territorial arrangement of assigning to him an



equivalent in land in such part of the Carnatic Collectorate as may be allotted to him by the British local authorities.

ARTICLE 6.

The Rajah of Kolhapore engages never to grant an asylum to the enemies of the British Government, nor to rebels. The Rajah also promises that if any robbers or other offenders issuing from his territories shall commit robberies or other offences in those of the British Government or of other States, His Highness will apprehend them and deliver them up; and His Highness further consents that in case he shall not fully restrain such offenders, the British Government shall give due notice to the Rajah, and shall, after such notice, be competent at all times to send its troops and police into His Highness's territories for the apprehension of the said offenders, and His Highness shall afford any necessary assistance to the troops or police to enable them to discover and apprehend the objects of their pursuit. If any persons who have committed offences in the Rajah's territory shall take refuge in that of the Company, the British Government will, after due investigation, adopt such measures in regard to the said offenders as equity and justice may appear to require, adopting, at the same time, every means to prevent their committing any acts injurious to the territories of the Rajah.

ARTICLE 7.

The Rajah of Kolhapore promises to continue to Bhow Maharaj and Baba Maharaj their respective lands and rights agreeably to the Schedule annexed.*

The guarantee of the British Government to the enjoyment of the above lands and rights shall only continue during the lifetime of the abovementioned persons, but the rights of their descendants, as founded on Sunnud or custom, shall not be prejudiced by the cessation of the said guarantee.

ARTICLE 8.

The Rajah having given his unqualified assent to the demand upon him for the injuries occasioned to the several individuals whose possessions and rights he had invaded, according to the Schedule annexed,* hereby agrees to pay such sums as may be adjusted after a full investigation into the extent of the losses actually incurred; and in failure thereof, within sixty days after such final adjustment, to transfer to the British Government such portions of the pergunnah of Chikoree and Manowlee as were formerly ceded to the Kolhapore Rajah, for such term of years as may be necessary to collect a sum equal to the amount due; the Principal Collector and Political Agent engaging on his part to render a faithful account of the sums collected, and expenses of management, during the occupation of those pergunnahs.

This agreement, agreed to at Kolhapore on the 30th of December 1825, between T. H. Baber, Esquire, Political Agent, on the one part, and by Kristna Rao Girdey and Jowa Rao Jadava, Havildar, on the other, is confirmed, with certain modi-

*Not reproduced.



fications, by the Governor in Council of Bombay on the 24th of January 1826, and will be binding on both parties, unless disapproved by the Governor-General in Council.

M. ELPHINSTONE.

J. WARDEN.

R. F. GODWIN.

J. J. SPARROW.

Ratified by the Right Honourable the Governor-General in Council at Fort William in Bengal, this tenth day of March one thousand eight hundred and twenty-six.

AMHEREST.

J. H. HARRINGTON.

W. B. BAYLEY.

By command of the Right Honourable the Governor-General in Council.

GEO. SWINTON,

Secretary to the Government.

No. V.

ARTICLES of AGREEMENT concluded between RAJE SHAH CHETTERBUTTY CURVEER KUR, RAJAH of KOLHAPORE, and the BRITISH GOVERNMENT,—1827.

Preamble.—Whereas a Treaty of peace and friendship was concluded between the British Government and His Highness the Rajah of Kolhapore on the 24th of January 1826; and whereas His Highness has lately committed several acts in direct violation of the said Treaty and in hostile opposition to the British Government; the following Articles for repealing, altering and confirming respectively the conditions of the said Treaty, and providing for others of a new nature, have been agreed on between the two governments:—

ARTICLE 1.

In the 2nd Article of the aforesaid Treaty, His Highness Chetterbutty Sahib engaged “to reduce his army to the peace establishment, and never to raise or assemble such a force as should be likely to endanger the public tranquillity, within or without his dominions, unless with the previous consent of the British Government”; notwithstanding which His Highness lately collected a large army, and, in spite of all advice from the British Government, proceeded to commit a variety of excesses: it has therefore become requisite to limit the number of His Highness's troops, and His Highness hereby engages not to keep more than 400 horse (including khas pagah surinjamee, shetsundee, etc.), and 800 of infantry, exclusive of moderate garrisons for his forts, as per annexed list. His Highness further engages never to be accompanied by guns without the sanction of the British Government.



ARTICLE 2.

In the 4th Article Of the above Treaty, the British Government “ceded the districts of Chikoree and Manowlee in full sovereignty to His Highness, he engaging on his part to respect the rights and privileges of the zemindars, enamdars and wuttundars of the said districts”. When this grant was made by the British Government, it was hoped that peace and good-will would have subsisted for many generations between the two governments; but instead of this, His Highness has uniformly evinced a total disregard of the friendship of the British Government, and, in violation of the above conditions, has repeatedly infringed the rights of the enamdars and wuttundars of these talooks. It therefore becomes necessary that His Highness should give back to the British Government the said talooks in the same state in which he received them, and His Highness hereby agrees to do so.

ARTICLE 3.

In the 7th Article of the said Treaty the possessions of Bhow Maharaj and Baba Maharaj were guaranteed to them for the terms of their respective lives only (provision being made that the rights of their descendants, as founded on Samud or custom, should not be prejudiced by the cessation of the said guarantee). As, however, His Highness Chetterbutty Sahib has never ceased to annoy and distress these persons by seizing their villages and other property, it has been deemed necessary to extend the guarantee of the British Government to their descendants, and His Highness accordingly engages never to molest them.

ARTICLE 4.

Maharaja Chetterbutty Sahib having on the death of Wiswas Rao Ghatay resumed all but two of the eight and a half villages held by him in the Kagul talook, now engages to restore the whole to the heir of the deceased and never again to interfere with them.

ARTICLE 5.

It having been deemed necessary, in consequence of the number of robberies committed on the surinjamadars and other persons under the protection of the British Government by the inhabitants of Akewat, and of its being a place of general resort of robbers, that it should be given up to the British Government, the Maharaja hereby engages to cede the same, together with lands adjoining, to the value of Rupees 10,000 per annum.

ARTICLE 6.

His Highness Chetterbutty Sahib having compelled the British Government, by various acts of aggression, committed in direct breach of the above Treaty to have recourse to arms, it has been deemed necessary, as security for his future good conduct, that he should admit British garrisons into the forts of Kolhapore and Panallaghur, and His Highness hereby accordingly agrees to do so, and further engages to pay the expense of such garrison.



ARTICLE 7.

His Highness Chetterbatty Sahib having hitherto neglected to afford redress to Gobind Rao Sahib Putwurdun, Appajee Rao Seetole, Bhow Maharaj, and Baba Maharaj, for the injuries done to them in 1826, as agreed with the late Political Agent, Mr. Baber, and having recently committed still more serious aggressions against these and other Chiefs under the protection of the British Government, His Highness hereby engages to pay as per annexed Schedule,* the sum of Rupees one lakh forty-seven thousand nine hundred and forty-eight (1,47,948), the same being the aggregate amount of claims admitted, after a full investigation, to be due to the injured parties; and His Highness further agrees to transfer to the British Government, for the purpose of liquidating the said debt, territory yielding an annual revenue of Rupees 50,000; the Principal Collector and Political Agent engaging on his part to render a faithful account of the sums collected, and expenses of management, during the occupation of the said territory.

ARTICLE 8.

The British Government deeming it necessary to appoint a chief minister for the future management of the Rajah's government, His Highness Chetterbatty Sahib hereby engages to be guided by his advice in all matters relating to the administration of his State, the British Government having the sole power of appointing or removing the said minister as they may see fit.

ARTICLE 9.

Such parts of the former Treaty, concluded on the 24th day of January 1826, as are not affected by the provisions of the present Agreement, shall remain in full force, and are mutually binding on the contracting parties.

This Treaty agreed to at Kolhapore on the 23rd day of October 1827, between Josiah Nisbet, Esq., Political Agent, on the one part, and Rajah Shah Chetterbatty, Rajah of Kolhapore, on the other, and confirmed by the Honourable the Governor in Council of Bombay on the fifth day of November 1827, is hereby finally ratified.

* The schedule being bulky and of no practical use is not printed. The items in the aggregate are—

	<i>Rs.</i>	<i>a.</i>	<i>p.</i>
Balance of former claims	2,665	3	0
Chinchunkur	36,598	10	3
Enchulkurronjeekur	47,567	7	6
Bhow Maharaj	26,618	3	9
Miscellaneous	18,499	2	0
Kagulkar	16,000	0	0
TOTAL	1,47,948	10	6



No. VI.

ARTICLES of AGREEMENT concluded between RAJE SHAH CHETTERBUTTY CURVEER KUR, RAJAH of KOLHAPORE, and the BRITISH GOVERNMENT,—1829.

Preamble.—Whereas a Treaty of peace and friendship was concluded between the British Government and His Highness the Rajah of Kolhapore on the 24th of January 1826; and whereas His Highness having committed several acts in direct violation of the said Treaty and in hostile opposition to the British Government, a preliminary Treaty for repealing, altering, and confirming respectively the conditions of the aforesaid Treaty, and providing for others of a new nature, was agreed to at Kolhapore on the 24th of October A. D. 1827, between Raje Shah Chetterbutty Maharaj, Rajah of Kolhapore, on the one part, and Josiah Nisbet, Esquire, Political Agent, on the other; and whereas it has been deemed advisable to modify certain parts of the said preliminary Treaty, the following Articles are now finally agreed on by the two governments:—

ARTICLE 1.

In the 2nd Article of the aforesaid Treaty His Highness Chetterbutty Sahib engaged “to reduce his army to the peace establishment, and never to raise or assemble such a force as should be likely to endanger the public tranquillity, within or without his dominions, unless with the previous consent of the British Government”, notwithstanding which His Highness lately collected a large army, and in spite of all advice from the British Government, proceeded to commit a variety of excesses: it has therefore become requisite to limit the number of His Highness's troops, and His Highness hereby engages not to keep more than 400 horse (including “khas pagah, surinjamee, shetsundee”, etc.), and 800 infantry, exclusive of moderate garrisons for his forts, as per annexed list. His Highness further engages never to be accompanied by guns without the sanction of the British Government.

ARTICLE 2.

In the 4th Article of the above Treaty the British Government “ceded the districts of Chikoree and Manowlee in full sovereignty to His Highness”, he engaging on his part to respect the rights and privileges of the zemindars, “enam-dars”, and “wuttundars” of the said districts. When this grant was made by the British Government, it was hoped that peace and good-will would have subsisted for many generations between the two Governments; but, instead of this, His Highness has uniformly evinced a total disregard of the friendship of the British Government, and in violation of the above conditions has repeatedly infringed the rights of the “enam-dars” and “wuttundars” of those talooks; it, therefore, becomes necessary that His Highness should give back to the British Government the said talooks in the same state in which he received them, and His Highness hereby agrees to do so.



ARTICLE 3.

In the 7th Article of the said Treaty the possessions of Bhow Maharaj and Baba Maharaj were guaranteed to them for the terms of their respective lives only (provision being made that "the rights of their descendants, as founded on Sunnud or custom, should not be prejudiced by the cessation of the said guarantee"). As, however, His Highness Chetterbutty Sahib has never ceased to annoy and distress these persons by seizing their villages and other property, it has been deemed necessary to extend the guarantee of the British Government to their descendants, and His Highness accordingly engages never to molest them.

ARTICLE 4.

Maharaj Chetterbutty Sahib, having on the death of Wiswas Rao Ghatkey, resumed all but two of the eight and a half villages held by him in the Kagul talook, now engages to restore the whole to the heir of the deceased, and never again to interfere with them.

ARTICLE 5.

It having been deemed necessary, in consequence of the number of robberies committed on "surinjameedars" and other persons under the protection of the British Government by the inhabitants of Akewat, and of its being a place of general resort for robbers, that it should be given up to the British Government, the Maharaj hereby engages to cede the same, together with lands adjoining, to the value of Rupees 10,000 per annum.

ARTICLE 6.

His Highness Chetterbutty Sahib having compelled the British Government, by various acts of aggression, committed in direct breach of the above Treaty, to have recourse to arms, it has been deemed necessary, as security for his future good conduct, that he should admit British garrisons into the forts of Kolhapore and Panallaghur, and His Highness hereby accordingly agrees to do so, and further engages to pay the expense of such garrisons.

ARTICLE 7.

His Highness Chetterbutty Sahib having hitherto neglected to afford redress to Govind Rao Sahib Putwurdun, Appajee Rao Setole, Bhow Maharaj, and Baba Maharaj for the injuries done to them in 1826, as agreed with the late Political Agent, Mr. Baber, and having recently committed still more serious aggressions against these and other Chiefs under the protection of the British Government, His Highness hereby engages to pay, as per annexed Schedule,* the sum of Rupees one lakh forty-seven thousand nine hundred and forty-eight (Rupees 1,47,948), the same being the aggregate amount of claims admitted, after a full investigation, to be due to the injured parties; and His Highness further agrees to transfer to the British Government, for the purpose of liquidating the said debt, territory yielding an annual revenue of Rs. 50,000; the Principal Collector and Political

* See footnote on page 231.



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Agent engaging on his part to render a faithful account of the sums collected, and expenses of management, during the occupation of the said territory.

ARTICLE 8.

The British Government, deeming it necessary to appoint a chief minister for the future management of the Rajah's government, His Highness Chetterbutty Sahib hereby engages to be guided by his advice in all matters relating to the administration of his State, the British Government having the sole power of appointing or removing the said minister as they may see fit.

ARTICLE 9.

Such parts of the former Treaty, concluded on the 24th day of January 1826, as are not affected by the provisions of the present agreement, shall remain in full force, and are mutually binding on the contracting parties.

This definitive Treaty, agreed to at Kolhapore on the 15th of March 1829, between Raje Shah Chetterbutty Curveer Kur, Rajah of Kolhapore, on the one part, and Josiah Nisbet, Esq., Political Agent, on the other, is now confirmed by the Governor in Council of Bombay on the 15th of July 1829, the preliminary Treaty of the 24th October 1827, above referred to, having been previously confirmed in like manner.

JOHN MALCOLM.

T. BRADFORD.

JAS. ROMER.

Ratified by the Right Honourable Governor-General in Council at Fort William in Bengal, this twenty-first day of August one thousand eight hundred and twenty-nine.

W. C. BENTINCK.

COMPTON.

W. B. BAYLEY.

C. T. METCALFE.

By command of the Right Honourable the Governor-General in Council.

GEORGE SWINTON,

Chief Secretary to the Government.

No. VII.

ARTICLES of REVISED AGREEMENT with HIS HIGHNESS the RAJAH of KOLHAPORE, dated the 20th October 1862.

Whereas a desire has been expressed by His Highness the Rajah of Kolhapore to assume the administration of the affairs of that State, His Excellency the Honour-



able the Governor of Bombay in Council has, in consideration of the Rajah having attained full age, and having evinced loyalty towards the government of Her Majesty the Queen, more particularly during the disturbances of 1857-58, when the Rajah's brother (Chima Sahib) was an active conspirator, resolved to transfer to the Rajah the administration of Kolhapore, with such reservations as are contained in an agreement to be signed by the Rajah.

In carrying into effect the proposed transfer of administration, the Honourable the Governor in Council considers that in the choice of a karbaree or minister, while it might be more agreeable to the Rajah that the minister should not be the exclusive choice and the servant of the British Government, it is at the same time highly desirable that in the first instance at least the chief minister in Kolhapore, self-governed, should be one whose nomination by the Rajah is fully approved by the British Government.

In accordance with the spirit of the above observations, the following specific conditions of agreement are proposed for the acceptance of the Rajah :—

ARTICLE 1.

That in all matters of importance the Rajah of Kolhapore agrees to follow the advice of the British Government as conveyed by the Political Officer representing that government at Kolhapore.

ARTICLE 2.

That under the Rajah's administration there should be a khasgee karbaree, as at present, whose accounts should be kept separately, and be annually included in the State accounts in a single item.

ARTICLE 3.

That the Rajah's durbar should send its correspondence with other courts through the Political Agent.

ARTICLE 4.

That the revenue administration should be entirely in the hands of the Rajah, he making arrangements for the liquidation of the British debt by instalments of at least one lakh of Company's Rupees per annum.

ARTICLE 5.

That the Rajah should make no new alienations of land without the concurrence of government until the British debt is liquidated.

ARTICLE 6.

That the Kolhapore infantry should be maintained at its present strength and be under the command, as at present, of British officers; and that the Rajah should continue to pay Rupees 28,914 per annum, the sum required for the detachment of the Southern Mahratta Horse at Kolhapore, so long as it may be deemed desirable to station the detachment within the Kolhapore territory.

ARTICLE 7.

That the present three native courts of civil justice be maintained, with an appeal court, to be called the Rajah's court.

That there should be a combined court of the Rajah and the British Agency for the disposal only of cases against the higher Sirdars.

The mamlutdars should have authority in minor criminal cases, as at present.

That for more serious criminal cases there should be a Nyayadesh court imposing sentences of imprisonment for such period as may be fixed by the Rajah; sentences of longer imprisonment than three years to require the confirmation of the Rajah, and sentences of death to be referred to the authority of Government.

ARTICLE 8.

That certain of the higher jaghiredars, such as the Pratinidhee of Vishalgur, the Punt Amatya of Bowra, the Chiefs of Kagul Inchulkurunjee, Kapsee, Torgul, the Sirluskur, Narayen Rao of Kagul, Ruma* Bai Walwa, Himmut Bahadoor, should be considered as still in some degree under the supervision of the Political Agent, who should act, as far as circumstances will permit, in co-operation with the Rajah's government; and that all criminal cases within the jurisdiction of these Sirdars, involving death, or imprisonment beyond seven years, should be forwarded for trial before the Political Agent, for submission to Government. The supervision proposed to be retained over these Sirdars, and the guardianship of such of them as may be minors, by the British Government acting in concert with the Rajah, are not intended in any way to infringe the seignorial rights of the Rajah, but merely to secure good government, and to prevent those disputes which in old days were frequently the cause of disturbance and bloodshed.

ARTICLE 9.

That the Rajah should defray, as long as it may be considered necessary by government, the expenses of the Agency, including the salaries of the Agent, with establishments. That the Rajah should also defray the expense of all public buildings which may be deemed by government necessary for the troops stationed at Kolhapore.

SEVAJEE.

* Since dead.



No. VIII.

KOLHAPUR OPIUM AGREEMENT,—1880.

KOLHAPUR and SOUTHERN MAHRATTA COUNTRY.

No. 1054, dated Kolhapur, 22nd October 1880.

FROM—MAHADEV VASUDEV BAIYE, State Karbhari, Kolhapur,

TO—COLONEL W. C. PARR, Political Agent, Kolhapur and South Mahratta Country.

SIR,

With reference to Government Resolution No. 2754-89 (Confidential), dated 27th May 1880, and your letter No. 3627, dated 20th instant, on the subject of cultivation of the poppy and the manufacture and sale of opium, I have the honour to report, for the information of Government, that the Kolhapur Darbar consents to abide by the following conditions relating to the growth of the poppy, manufacture of opium, etc. :—

1st.—That the Kolhapur Darbar has already consented to prohibit the cultivation of the poppy and manufacture of opium, and now hereby promises and agrees to prohibit the cultivation of the poppy and manufacture of opium in the Kolhapur State.

2nd.—That the Kolhapur Darbar will use every effort to put a stop to the illicit importation of opium from the Nizam's dominions and all other opium which has not paid the British pass-fee.

3rd.—That the Kolhapur Darbar agrees to introduce in the Kolhapur State the provisions of the Opium Act (No. I of 1878) and the rules framed under it as far as possible.

4th.—The Kolhapur Darbar further promises and agrees that all opium required for consumption within the limits of the Kolhapur State shall be obtained from a British opium depôt under such conditions and precautions as Government may deem necessary.

5th.—The Kolhapur Darbar further promises to arrange that only licensed vendors will be allowed to sell opium in retail in the Kolhapur State at a price not less than that at which it is retailed in the adjacent British districts, such vendors being required to keep accounts of all purchases and sales, the Kolhapur Darbar being still at liberty, as heretofore, to make such terms as might appear to the Darbar most advisable with farmers for the privilege of selling opium by retail, subject to the above conditions.

6th.—The Kolhapur Darbar agrees to submit, for the information of Government, through the Political Agent, half-yearly returns showing particulars of the purchases and sales of opium in the Kolhapur State.

7th.—In return for the making of this agreement, and as a condition of its terms being kept, the British Government agree to remit to the Kolhapur Darbar one-fifth of the pass-fee, ruling at the time of purchase, on all opium purchased



by the Kolhapur Darbar from a Government depôt for sale in the Kolhapur State.

I have the honour to be, &c.,

MAHADEO VASUDEV BARVE,

State Karbhari, Kolhapur.

No. IX.

ARTICLES of AGREEMENT for the removal of restrictions of FREE TRADE in the STATE of KOLHAPUR and certain adjoining STATES of the SOUTHERN MAHRATTA COUNTRY,—1886.

Preamble.—Whereas the Regent in Council of Kolhapur declared on the fifteenth of January one thousand eight hundred and eighty-six his intention to abolish the duties on export and import known as Sthalmod and Sthalbharit, as well as the imposts known as Ghat Dasturi other than road tolls throughout the Kolhapur territories and the Feudatory States, and whereas it is considered by the Council of Administration desirable to remove further restrictions on free trade in the said territories and Feudatory States of Kolhapur, and to obtain from the adjoining States of the Southern Mahratta Country under the Political Agency of Kolhapur and the Southern Mahratta Country an engagement that they will pursue an identical policy in regard to free trade, the following articles in this view are agreed upon between the Council of Administration of Kolhapur on behalf of His Highness Shahu Chatrapati, Raja of Kolhapur, his heirs and successors, on the one part, and William Lee-Warner, Esquire, Political Agent of Kolhapur and the Southern Mahratta Country for the time being, on behalf of the British Government, on the other.

ARTICLE 1.

The Kolhapur State engages to abolish within the territories of His Highness the Raja of Kolhapur, and to cause to be abolished in the Feudatory States from henceforth, all taxes and imposts on the import, export or measurement of commodities other than snuff, sulphur and poisonous drugs: provided that nothing contained in this article shall be construed to prevent the levy of any tolls on bridges, roads, ferries, canals, or causeways for the repair or maintenance of the same, or of any octroi levied upon articles consumed within municipal limits, or of any taxes constituting the Abkari revenue.

ARTICLE 2.

With a view to encourage local industries, the State of Kolhapur engages to abolish all special taxes on trades and industries or on the sale of their manufactured commodities, whether levied under the designation of the Mohtarpha taxes or any other name.



ARTICLE 3.

The British Government engages to obtain from the State of Sangli, the States of Miraj Senior and Miraj Junior, and the State of Ramdurg, an engagement similar to that embodied in Articles 1 and 2 of this agreement.

ARTICLE 4.

The British Government engages to use its best endeavours to secure the adhesion of the States of Mudhol, Kurundvad and Jamkhandi to the engagement expressed in Articles 1 and 2 aforesaid, and the Kolhapur State on its account engages similarly to use its influence with the Feudatory States to induce them to abolish the taxes mentioned in Article 2 of this agreement.

Executed at Kolhapur this first day of November one thousand eight hundred and eighty-six.

WILLIAM LEE-WARNER,
Political Agent, Kolhapur.

WILLIAM LEE-WARNER, *President.*

M. KUVARJI,
Divan and Member of Council.

B. N. JOSHI,
Chief Judge and Member of Council.

KRISHNAJI RAMCHANDRA,
Chief Revenue Officer and Member of Council.

} Council of Adminis-
tration, Kolha-
pur.

Approved and confirmed by His Excellency the Viceroy and Governor-General in Council.

W. J. CUNNINGHAM,
Offg. Secy. to the Govt. of India, Foreign Dept.

FORT WILLIAM :
The 28th February 1887.

No. X.

DEED executed by the KOLHAPUR STATE for the CESSION of JURISDICTION to the BRITISH GOVERNMENT over the lands in the STATE occupied by the SOUTHERN MAHRATTA RAILWAY,—1886.

The Council of Administration of the Kolhapur State on behalf of His Highness Shahu Chhatrapati, Raja of Kolhapur, his heirs and successors, do hereby cede



to the British Government full Jurisdiction, short of sovereign rights, in those portions of land within his State now occupied or which may hereafter be occupied by the Railways comprised in the Southern Mahratta Railway system, including the land occupied by stations, out-buildings and for other railway purposes: such jurisdiction to be exercised by the British Government for so long as the land shall be required for the purposes of the said Railways and to be restored to His Highness the Raja of Kolhapur or to his successors when the land is no longer so required.

Executed at Kolhapur this 10th day of June 1886.

W. LEE-WARNER,

President of the Council of Administration.

M. KUVARJI,

*Diwan and Member of the Council of
Administration.*

B. N. JOSHI,

*Chief Judge and Member of the Council of
Administration.*

K. R. AGASHE,

*Ag. Chief Revenue Officer and Member of the
Council of Administration.*

Similar deeds were executed by Sangli, Miraj Senior, Miraj Junior, Jamkhandi, Kurundwad Senior, Kurundwad Junior and Ramdurg States.

No. XI.

CESSION OF JURISDICTION by the KOLHAPUR STATE to the BRITISH GOVERNMENT over the lands in the State occupied by the KOLHAPUR STATE RAILWAY,—
1888.

No. 1061 of 1888.

Diwan's Office, Kolhapur, 21st May 1888.

To

THE POLITICAL AGENT,

Kolhapur and Southern Mahratta Country, Kolhapur.

SIR,

The Council of Administration of the Kolhapur State on behalf of His Highness Shahu Chhatrapati, Raja of Kolhapur, his heirs and successors, hereby cedes to the British Government full jurisdiction, short of sovereign rights, in those portions



of land within his State now occupied or which may hereafter be occupied by the Kolhapur State Railway including the land occupied by stations, out-buildings, and for other railway purposes; such jurisdiction to be exercised by the British Government for so long as the land shall be required for the purposes of the said Railway and to be restored to His Highness the Raja of Kolhapur or to his successors when the land is no longer so required.

By order of the Council of
Administration,

I have the honour to be,

SIR,

Your most obedient servant,

M. KUVARJI,

Diwan, Kolhapur.

Similar deeds were executed in 1887 by the Chiefs of Miraj Senior and Sangli in respect of the portions of land within their States.

No. ⁵XII.

MEMORANDUM OF AGREEMENT between the GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF KOLHAPUR and the SOUTHERN MAHRATTA RAILWAY COMPANY for working the KOLHAPUR STATE RAILWAY, concluded under the sanction conveyed in Resolution No. 1577 of the Government of Bombay, dated the 17th day of July 1891.

1. Under the conditions hereinafter recited the Southern Mahratta Railway Company (hereinafter called the Company) agree to work on behalf of His Highness the Maharaja of Kolhapur, the Kolhapur State Railway (hereinafter called the State Railway) and such extensions thereof as the Government of His Highness the Maharaja (hereinafter called the Durbar) and the Company may agree to include in these arrangements, with effect as from the twenty-first day of April one thousand eight hundred and ninety-one.

2. The State Railway, including the Stations, Station Buildings, Sidings, Furniture, Weighing Machines, Dwellings for the staff, Level Crossings, Signals, Signal Lamps, Engine and Repairing Sheds, Watering arrangements and all other necessary Station Machinery and appliances for working the Railway, shall be completed by the Durbar to the satisfaction of the Company, and any additions thereto as may from time to time be found necessary shall be carried out by the Company at the cost of the Durbar. But any new work under construction shall at all times be open to the inspection of the State Executive Engineer or the Head of the State Public Works for the time being.



3. *The Consulting Engineer to the Government of Bombay shall, for the purposes of this agreement, exercise the same general powers and duties with regard to the State Railway as are entrusted to him in respect to the Railways under the control of the Bombay Government* and shall obtain the orders of Government when necessary.

4. All communications between the Durbar and the Company under this agreement shall pass through the Political Agent, Kolhapur, and the *Consulting Engineer for Railways to the *Government of Bombay.

5. The sanction of the Durbar shall be obtained before incurring any expenditure on New Minor Works chargeable to Revenue, as defined in clause 39 of the S. M. R. Contract with the Secretary of State; and no new work chargeable to Capital shall be commenced until the approval of the Durbar has been obtained and the necessary funds have been provided for its construction.

6. The whole of the Engines, Carriages, Wagons, Sheets and other appliances or the equipment of trains shall be provided by the Company.

7. The Company shall have entire control of the Train and Traffic arrangements of the State Railway.

8. The Company shall provide the whole of the staff required for the working and maintenance of the State Railway together with all materials, stores, etc., required for maintaining and working the State Railway.

9. The Durbar shall arrange with the Government of India or otherwise for the provision of the requisite telegraph lines the rental of which shall be debited to the general working expenses. The Durbar shall also provide the necessary equipment of the telegraph offices at stations, which shall be thereafter maintained by the Company as on other parts of its own lines.

10. The working expenses of the State Railway shall be arrived at in the following manner. The expenses of working and maintaining the Southern Maharashtra Railway (including for the purposes of this clause the [Mysore State Railway†] *other worked lines*) and the Kolhapur State Railway shall be defrayed in the first instance by the Company, and from the total sum there shall be deducted charges for New Minor Works and Government Supervision which shall be debited to each of the Railways concerned, and the balance will be divided between the two Railways in the ratio of the gross earnings of each.

11. The Company shall separately account and be responsible for the collection of all revenue pertaining to the State Railway after it has been opened for traffic including rents chargeable under the Company's rules to any of their servants occupying dwelling-houses belonging to the State Railway.

12. From the gross earnings of the State Railway there shall be deducted charges for New Minor Works and the working expenses ascertained as explained in clause 10, and the balance, representing the net earnings of the State Railway

* Now the Railway Board.

† Amended by Bombay Government, Resolution No. 1734 of 1899.



shall be paid by the Company to the Durbar half-yearly in such manner as may be arranged * [after deducting one per cent. on the total as a contribution to the Employés Provident Fund].

13. The coaching fares and rates for goods, parcels, and miscellaneous traffic to be charged over the State Railway shall be those for the time being in force on the Southern Mahratta Railway. The same terminals shall be charged on the State Railway as on the Southern Mahratta Railway.

14. The Company shall maintain for the purposes of the State Railway such a Police force as may be considered necessary under the orders of the Superintendent of the Southern Mahratta Railway Police, and the Durbar shall make arrangements to afford the Railway Police every assistance in conducting their enquiries and also with reference to the arrest of offenders.

15. The arrangements herein laid down shall be in force for 3 years from the 21st day of April 1891 and thereafter any or all of the provisions herein contained may be terminated upon 6 months' notice from either party to this Agreement.

16. Any question or dispute that may arise in carrying out these arrangements shall be settled by arbitration in a manner to be arranged for by the † Government of Bombay, the Durbar and the Company.

M. KUVARJI,

Diwan to H. H. the Maharaja of Kolhapur.

J. CAMPBELL,

Agent, S. M. Railway Company.

FRED. FIREBRACE, *Lt.-Col., R.E.,*

Consulting Engineer for Railways, Bombay.

No. XIII.

No. 3502, dated Bombay Castle, the 31st May 1895.

POLITICAL DEPARTMENT.

RESOLUTION OF GOVERNMENT.

Whereas it is provided by the 7th Article of the Revised Agreement entered into with His Highness the Raja of Kolhapur on the 20th October 1862 that sentences of death shall be referred to the authority of the Government of Bombay; and whereas it is proposed, as a mark of confidence in His Highness's loyalty and in recognition of his rank and position among the Chiefs under the political control of the Government of Bombay, to relax the restraint hitherto imposed by the said Article on His Highness's powers in respect of sentences of death, His

* Expunged by Bombay Government, Resolution No. 1734 of 1899.

† Now the Railway Board.



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Excellency the Governor in Council is pleased to declare, with the previous sanction of His Excellency the Viceroy and Governor General in Council, that the said Article is hereby modified and shall henceforth run as follows :—

ARTICLE 7.

That the present three native courts of civil justice be maintained with an appeal court, to be called the Raja's court.

That there should be a combined court of the Raja and the British Agency for the disposal only of cases against the higher Sardars.

That Mamlatdars should have authority in minor criminal cases as at present.

That for more serious criminal cases there should be a Nyayadesh court imposing sentences of imprisonment for such period as may be fixed by the Raja ; sentences of longer imprisonment than three years and sentences of death to require the confirmation of the Raja.

2. The Political Agent should be requested to communicate the alteration above made to His Highness the Raja, and to affix the above declaration in English and Marathi at the end of the original Treaty in the possession of His Highness the Raja.

G. W. VIDAL,

Acting Chief Secretary to Government.

No. XIV.

SANAD granted to HIS HIGHNESS SIR SHAHU CHHATRAPATI MAHARAJ, G.C.S.I.,
of KOLHAPUR,—1900.

I hereby confer upon you the title of Maharaja as an hereditary distinction.

CURZON OF KEDLESTON,

Viceroy and Governor-General of India.

SIMLA :

The 23rd May 1900.

No. XV.

KHARITA to HIS HIGHNESS the MAHARAJA of KOLHAPUR,—1903.

I have great pleasure in informing Your Highness that, as a mark of their appreciation of your administration, my Government have decided for so long as they remain satisfied of the impartiality and efficiency of your Courts to with-



draw from the exercise of residuary jurisdiction in the Feudatory Jaghirs which the then Government of Bombay reserved by Article 8 of the Articles of Agreement accepted in 1862 by His Highness the then Raja of the Kolhapur State. Save therefore in the cases specified below the residuary jurisdiction in the Feudatory Jaghirs will in future be left to the Courts of Your Highness.

The cases which my Government have decided still to reserve are the following :—

Cases which the Political Agent may require by written request to be transferred to his Court for disposal.

Such cases occurring in the Feudatory Jaghirs and involving the punishment of death or imprisonment over seven years, will continue to be tried by the Court of the Political Agent and committed thereto through the Court of Your Highness.

Your Highness's Courts will of course avoid any possible allegation of encroachment on the jurisdiction reserved to the Feudatory Jaghirdars on their investiture by a scrupulous respect for the terms of the Thailis addressed to them.

Should Your Highness feel able at any time in consultation with the Political Agent on a consideration of the efficiency of their Courts and as a reward for loyalty to your Gadi to propose a further enlargement of the jurisdiction of all or any of your Feudatories, I shall be happy to consider the question.

No. XVI.

DEED executed by the KOLHAPUR STATE for the CESSION of JURISDICTION to the BRITISH GOVERNMENT over lands in the STATE acquired for the PANDHARPUR-MIRAJ EXTENSION of the BARSII LIGHT RAILWAY,—1927.

I, Anna Babaji Latthe, M.A., LL.B., Diwan of Kolhapur, on behalf of His Highness Sir Rajaram Chhatrapati Maharaj, G.C.I.E., Maharajasaheb of Kolhapur cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the Ichalkaranji Jahgir which are or may hereafter be occupied by the Miraj-Pandharpur Extension Line of the Barsii Light Railway Company, situate in the village of Arag including all lands occupied for stations, for out-buildings and other railway purposes and over all persons and things whatever within the said lands.

By order of His Highness the Chhatrapati Maharajasaheb,

A. B. LATTHE,

Diwan of Kolhapur.

KOLHAPUR ;

1st February 1927.

**XIII.—SOUTHERN MAHRATTA COUNTRY STATES AGENCY.**

The political relations of the Southern Mahratta Country States are conducted through the Kolhapur Residency and Southern Mahratta Country States Agency: the Resident, Kolhapur, being also Political Agent, Southern Mahratta Country States. The Rulers of the States in this Agency belong to three families—the Ghorpade (Raja of Mudhol): the Patwardhan [Chiefs of Sangli, Miraj (Senior and Junior), Jamkhandi, Kurundwad (Senior and Junior) and Jagirdar of Wadi]: and the Bhawe (Chief of Ramdurg).

The Ghorpade family rose to eminence under the Muhammadan rulers of Bijapur, from whom they received their estates. They were the most determined opponents of Shivaji during his early conquests; but, on the overthrow of the Muhammadan power, they joined the Mahrattas and accepted military command from the Peshwa. Narayan Rao, Chief of Mudhol, died in 1815 and was succeeded by his son Venkat Rao, who was selected by the Peshwa in preference to Govind Rao, Narayan Rao's elder son by a junior wife.

The founder of the Patwardhan family was Hari Bhat, a Konkanasth Brahman, who became the family priest of the Ghorpades of Ichalkaranji and whose three sons, Govind Hari, Ramchandra Hari and Trimbak Hari, rose to military command under the first Peshwa and received grants of land on condition of military service. The first grant of land, which was of the value of Rs. 25,20,568, was in the name of Govind Hari; but the Peshwa subsequently divided it in unequal portions between Govind Hari and his two nephews, Parashram Bhao, the most celebrated of the Mahratta generals, son of Ramchandra Hari, and Nilkanth Rao, son of Trimbak Hari. To Govind Hari was assigned Miraj; to Parashram Bhao, Tasgaon; and to Nilkanth Rao, Kurundwad.

In 1782 Miraj descended to Chintaman Rao, grandson of Govind Hari, a child six years of age; during his minority the State was managed by his uncle Gangadhar Rao. When Chintaman Rao came of age he quarrelled with his uncle who attempted to keep him out of his rights. Eventually the State was divided between them, the uncle retaining Miraj, and Chintaman Rao taking Sangli. The revenues of Sangli were Rs. 6,35,178, and of Miraj Rs. 4,79,798: and these States were respectively liable to find for service 1,920 and 1,219 horse.

On the death of Parashram Bhao of Tasgaon, the State descended to his son, Ramchandra; but in 1811 a share was given by the Peshwa to Ganpat Rao, a younger son. Two States were thus formed, Jamkhandi, held by Ramchandra, yielding a revenue of Rs. 4,54,160, and subject to a service of 1,278 horse; and Tasgaon, with a revenue of Rs. 2,08,776, held by Ganpat Rao, subject to a service of 640 horse.

In 1812 the State of Kurundwad was also divided, a half share, called Shedbal, being given by the Peshwa to Ganpat Rao, nephew of



Nilkanth Rao. The Kurundwad share yielded a revenue of Rs. 1,27,989, and was subject to a service of 280 horse. The revenues of Shedbal were Rs. 1,00,691, and the contingent due was 280 horse.

The power of the Patwardhans had for some time excited the jealousy of the Peshwa, who attempted to strip them of their rights. Rebellion was several times threatened, and at last in 1812 the Patwardhans asked for the interference of the British Government. Through the mediation of Mr. Elphinstone, an Engagement (No. I) was drawn up in 1812 by which the family, together with the other Jagirdars of the Southern Mahratta Country, were secured in their possessions on condition of rendering stipulated service, and the Peshwa engaged to abstain from interference with their administration.

The founder of the Bhawe family was Ram Rao Daji, for whom his friend Appaji Suru, Governor of Nargund and Ramdurg, two of the strongest forts in the Southern Mahratta Country, procured appointment to Nargund. About twenty years later Ram Rao's son and grand-nephew, Jogi Rao and Bhaskar Rao, were confirmed in this appointment by the Peshwa Madho Rao Balal in 1753. The estates, which yielded a revenue of Rs. 2,47,251 and were subject to a service of 350 horse, were managed by Bhaskar Rao. He was succeeded by his son Venkat Rao, who continued to manage the estates. This arrangement continued till 1778, when the country was brought under subjection by Haidar Ali. In 1784 Tipu Sultan made further demands, which were resisted: and the fort of Nargund was blockaded. After a siege of seven months Venkat Rao surrendered and, in violation of the terms of capitulation, was, with his whole family, carried off a prisoner by Tipu. On the fall of Seringapatam in 1792, Venkat Rao was released: and the Peshwa restored to him Nargund and lands yielding Rs. 1,27,114, and granted to Ram Rao, grandson of Jogi Rao, the fort of Ramdurg with lands worth Rs. 26,000 a year. The two branches of the family continued in possession of their respective shares until 1810, when the Peshwa made a new division of the lands in equal shares to Venkat Rao and Narayan Rao, the sons of Ram Rao.

At the time of the Peshwa's overthrow there were six separate States held by members of the Patwardhan family—Sangli, Miraj, Jamkhandi, Kurundwad, Tasgaon and Shedbal. Three Engagements (Nos. II, III and IV) were concluded with the Chiefs of these States in 1819, by which the number of horse they were required to furnish was reduced to one-fourth, and in lieu of the others land was to be assigned, or cash paid at the rate of Rs. 300 for each horse. The Engagements also bound them to dependence on the British Government, to whom all quarrels were to be referred. With the exception of the Chief of Sangli, who ceded lands yielding Rs. 1,35,000, all the others elected to furnish the contingents required.