

31216

REPORTS OF THE WESTERN
POLLAMS

OF

NORTH ARLOT

1897

ORDERS

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1897.

ORDERS

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Edition *1st ed. 1964*

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XIII-A
226
1897.

OF THE

SPECIAL COMMISSION

ON THE

REPORTS OF THE WESTERN POLLAMS

OF

NORTH ARCOT.

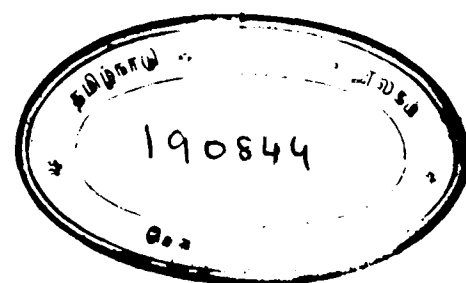


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1897.

XIII-A
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To

THE COLLECTOR OF ✓

WESTERN PEISHCUSH.

Sir,

The Special Commission having submitted to the consideration of the Right Honorable the Governor in Council, your reports of the 14th December 1800, and 14th July 1801, on the territorial resources and military establishments of the Zemindars of Vencataghery, Calastry, Bomrauzepoliam, and Sydapoor, His Lordship in Council has been entirely satisfied with the care and ability, with which you have conducted that investigation.

2. It having become an indispensable measure that the Troops maintained for the protection of the territories subject to this Government, shall be in the immediate pay and service of the British Government, the Governor in Council has directed that the military service of the Western Zemindars shall be commuted for an equivalent in money; and, on the recommendation of the commission, has determined that that equivalent shall be as follows:—

	Star Pagodas.
The Zemindar of Vencataghery ...	Equivalent for Military service .. 98,327
The Zemindar of Calastry ...	Equivalent for Military service... 49,225
The Zemindar of Bomrauzepoliam.	Equivalent for Military service... 27,414
The Zemindar of Sydapoor ...	Equivalent for Military service... 3,400

Total Equivalent for Military service from the Western Zemindars. 1,78,366

3. The foregoing sums include the calculation of the revenue derived to the Zemindars from Salt, Sayer, Road duties, and Spirituous Liquors; but as those articles will be retained in the hands of Government in all possible cases, the Governor in Council has resolved that the following deductions shall be made from the total amount of the commuted equivalent:—

	Star Pagodas.
In Vencataghery ...	8,942
Calastry ...	5,602
Bomrauzepoliam ...	6,382
Sydapoor ...	576
Total Star Pagodas ...	21,502

4. By these means the future contribution of the Zemindars will be fixed according to the following rates, viz:—

VENCATAGHERRY.

Equivalent for Military service, exclusively of Sayer, Salt, and Spirituous Liquors ...	89,385
Former Peishcush ...	21,673
	1,11,058

CALASTRY.

Equivalent for Military service, exclusively of Sayer, Salt, and Spirituous Liquors ...	43,623
Former Peishcush ...	10,775
	54,398

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BOMRAUZEPOLLIAM.

Equivalent for Military service, exclusively of Sayer, Salt, and Spirituous Liquors	...	21,032
Former Peishcush	...	32,586

53,618

SYDAPOOR.

Equivalent for Military service, exclusively of Sayer, Salt, and Spirituous Liquors	...	2,824
Former Peishcush	...	6,600

9,424

Total Star Pagodas ... 2,28,498

5. The enclosed Statement will explain to you the principle on which the equivalent has been fixed, in proportion to the expenses supposed to be incurred by the Zemindars for their Military establishments, as well as the grounds on which the revenue derived to the Zemindars from Salt, Sayer, and Spirituous liquors, has been determined.
6. Until some general plan shall be determined for the collection of the Sayer in the Western Zemindaries, the Governor in Council has resolved to suspend the collection of that branch of revenue; and the commission accordingly direct that you will proceed to abolish all the Sayer chokies and to publish that no internal duties are to be levied until further orders. The Zemindars are however to be responsible for the Police, and for the safety of Merchants and Travellers and their property, passing through their respective Zemindaries, so long as Government shall see it proper to confide to them this trust.
7. Regulations will be transmitted to you at a future period of time for the collection of the Salt-revenue, and revenue derived from the sale of Spirituous liquors; in the mean time you will resume, and retain under your authority, the collection of these branches of revenue.
8. The commutation of the Military service of the Western Zemindars rendering it expedient that the Military peons of the Zemindars should be disarmed, the commission transmit to you a Proclamation which you will publish in the Western Zemindaries after completing the settlement, by which you will be guided in the collection and purchase of arms.
9. For your information, and for your guidance, the commission transmits to you the copies of the Right Honorable the Governor's letters to the Western Zemindars announcing the reform of Government which His Lordship in Council has deemed it to be expedient to introduce in the Western Zemindaries; the resolution of His Lordship in Council to adopt this reform being fixed, you will explain to the Zemindars that it is not the intention of the Governor in Council to relax from that resolution.
10. To remove from the minds of the Zemindars all doubt of the Permanency of the present arrangement, the Governor in Council has caused Sunnuds—i.e.—ilkent Istimrar be prepared under the seal and signature of His Lordship in Council for the purpose of being delivered to the Zemindars; Cabooliats corresponding with those Sunnuds are also transmitted, and the Special Commission desire that you will require the Zemindars to sign and to return them to you duly executed. To these Cabooliats you will annex a Kistbundy fixing the kists according to the season of produce.

11. The Enaitnamah of the Governor so fully explains to the Zemindars the grounds of this change that the Special Commission hope it will be unnecessary for you materially to add to that communication. But if the Zemindars should be slow to comprehend the grounds of the measure, the Commission directs you to assist them by patiently listening to their enquiries, and by using those modes which you shall judge to be most persuasive and conciliatory in reconciling them to the change. You will particularly explain that the measure adds nothing to their disbursement, but that, on the contrary, it leaves an additional source of revenue at their disposal which they have never yet derived from the Ameram and Cutbuddy lands, besides the great advantage to be derived from attending exclusively to the improvement of their Zemindaries. You will point out that this mode of relieving their Military charges has not deprived them of the means of external pomp but that Government, aware of the importance which they attach to such distinctions, has left to them full latitude to gratify those wishes. You will remind the Zemindars that no doubt can exist with respect to the right now exercised of commuting their Military service for a payment of money, for this purpose a definition of the tenure will probably be sufficient; but they cannot fail to understand the example of the Zemindar of Calastry when the late Nabob Watajah commuted a part of his Military service for a part of his present Peishcush. You will apprise the Zemindars that the measure now to be executed has not been recently determined, that it has been under the contemplation of the British Government more than seven years; that it has been repeatedly submitted to the Honorable Court of Directors and to the Governor-General in Council; that the arrangements now adopted are not only conformable to the wishes and intentions of those superior authorities, but in submission to their express commands; you will therefore assure the Zemindars that a resolution so formally and deliberately passed will not be liable to change, and finally, you will be full and explicit in guarding them against the expenses and eventual danger, to which they may be exposed by listening to the advice of ill-disposed persons, whose interests may lead them to inflame the anxiety, and to suspend the hopes of the Zemindars.

I am,

SIR,

Your Most Obedient Servant,

J. HODGSON,

Secretary to the Commission.

FORT SAINT GEORGE,
25th August 1802.

STATEMENT.

Names of Zemindaries.	1	2	3	4	5	6	7	8	9	10	11	12
	Number of Ameram Peons.	Number of Cuttabuddy Peons.	Total of A. and C. Peons.	Annual expense in land and money of A. and C. Peons.	Number of mercenary Peons.	Total number of Peons in columns 3 and 5.	Total expense of Military establishment.	Proposed commutations including former Peishcush.		Amount of former Peishcush.	Amount of Sayer, Salt and Arrack.	Total.
Venkatagerry ...	308	3,094	3,402	PR. 38,787	6,386	9,788	PR. 1,27,323	PR. 1,20,000		PR. 21,673	PR. 8,942	PR. 30,615
Calastry ...	317	812	1,159	11,299	3,918	5,077	52,150	60,000		10,775	5,602	16,377
Bomrauzepollam ...	911	3,386	4,397	21,211	990	5,297	41,554	60,000		32,586	6,382	38,968
Sydapoor ...	319	317	636	3,377	135	771	5,380	10,000		6,000	576	7,176
Total...	1,855	7,519	9,504	77,704	11,429	20,933	2,26,407	2,50,000		71,634	21,502	93,136

(Seal.)

PROCLAMATION.

WHEREAS by a Proclamation bearing date the 2nd day of August 1800, the Right Honorable Edward Lord Clive, Governor in Council, proclaimed to the Zemindars of Venkatagerry, Kalastry, and Bomrauzepollam, his determination to subject those Zemindars respectively to the established regulations and laws of the British Government, and whereas for the better execution of that intention, it was further proclaimed that the Right Honorable Edward Lord Clive, Governor in Council aforesaid, had instituted an enquiry through the channel of the Collector into the actual state of the revenue of each Taluq, Purgunna, and Village, of the exact state of population, manufactures, and trade, of the soil, climate, and natural products of each Zemindary, of the former, and present modes of administering Justice, Police, and Law, as well as of the Civil, Military, and personal establishments of the said Zemindars; and whereas the Right Honorable Edward Lord Clive, Governor in Council aforesaid, has deemed it to be necessary to the further progress of the measures described in the proclamation aforesaid, for establishing the regular administration of justice, the security of persons and property, and the punishment of crimes, that the Military establishments maintained according to usage by the said Zemindars respectively for the service of the State should be entirely abolished and discontinued for ever; wherefore the Right Honorable Edward Lord Clive, Governor in Council aforesaid, has resolved to relieve the said Zemindars from the burthen and expense of supporting the said Military establishments in conformity to their engagements, and to commute the Military services of the Zemindars of Venkatagerry, Calastry, Bomrauzepollam and Sydapoor respectively for a tribute to be paid in ready money in addition to their established Peishcush: It is therefore made known and hereby proclaimed accordingly that the said Zemindars respectively have been relieved from and after the first day of the Current fusly year 1212, from the obligations of furnishing Troops for the service of Government; of maintaining forts or garrisons; and of furnishing Military stores or implements of war.

In consequence of which commutation the Right Honorable Edward Lord Clive, Governor in Council aforesaid, has charged the British Government with the protection and defence of the Zemindaries of Venkatagerry, Calastry, Bomrauzepollam, and Sydapoor, against all enemies; the possession of fire arms and of weapons of offence having therefore become unnecessary to the safety of the said Zemindars or to the Inhabitants of their Zemindaries, the Right Honorable Edward Lord Clive, Governor in Council aforesaid, further proclaims and publishes the determination of the British Government to suppress the use and exercise of arms and Military weapons and accordingly requires all persons inhabiting the said Zemindaries to discontinue the use of such arms.

In order that no inducement may be wanting to the surrender of Muskets, Matchlocks, and Pikes; and in order that no person may be subjected by this Proclamation to a loss of his personal property, The Right Honorable Edward Lord Clive, Governor in Council aforesaid, further proclaims that he has authorized

STATEMENT—continued.

Names of Zemindaries.	13	14	15	16	17	18	19	20	21	22
	Remaining amount of commutation to be paid by the Zemindars.	Amount of former Peishcush.	Actual amount to be hereafter paid by the Zemindars.	Salt, Sayer and Arrack.	Actual commutations as per column 8.	Column 13 again taken.	Salt, Sayer and Arrack.	Total equivalent for Military service.	Column 8 or actual expense of the Zemindars Military establishment.	Commutation less than the actual expense or col. 20 less col. 21.
Venkatagerry ...	PR. 80,385	PR. 21,673	PR. 1,11,058	PR. 8,942	PR. 1,20,000	PR. 80,385	PR. 8,942	PR. 89,327	PR. 1,27,323	PR. 28,986
Calastry ...	43,623	10,775	54,398	5,602	60,000	43,623	5,602	49,225	52,150	2,925
Bomrauzepollam ...	21,032	32,586	53,618	6,382	60,000	21,032	6,382	27,414	41,554	14,140
Sydapoor ...	2,814	6,600	9,424	570	10,000	2,824	576	3,400	5,380	1,980
Total...	1,56,854	71,634	2,28,498	21,502	2,50,000	1,56,864	21,502	1,78,366	2,26,407	48,041

OFFICE OF THE SPECIAL COMMISSION,
25th August 1802.

J. HODGSON,
Secretary to the Commission.

the Collector to pay the value of such weapons to the persons delivering them at the following rates:—

For each Musket	...	10 Rupees.
Do. Matchlock	...	5 Do.
Do. Pike	...	2 Do.

But whereas it has been usual for the said Zemindars to keep in their pay for purposes of external pomp and personal splendor certain establishments of Peon bearing Arms, and whereas the Right Honorable Edward Lord Clive, Governor in Council, is desirous of complying with the wishes of the said Zemindars to the extent necessary to the purpose and consistent with the other objects of the proclamation, public and formal authority has been granted to the said Zemindar respectively to maintain the number of Peons for the purpose of persons attendance according to the register to be kept of the said Peons in the Catchment of the Collector.

It is unnecessary to assure the Zemindars of Vencatagerry, Calastry, Bomrauzepolliam, and Sydapoor, that the Right Honorable Edward Lord Clive, Governor in Council aforesaid, in the determination of carrying these into effect, can be governed by no other motives than those connected with the duty of providing for the permanent tranquillity of the Zemindaries. The Governor in Council disclaims every wish of subjecting the Zemindars to any humiliation, but the use of arms being no longer requisite under the change of the condition of their tenure, and the discontinuance of that usage being indispensably necessary to the preservation of regular Government, and the increase of prosperity, the Right Honorable the Governor in Council expects that the Zemindars of Vencatagerry, Calastry, and Bomrauzepolliam, will relinquish a custom now become useless and yield a cheerful obedience to these orders in the assurance of enjoying with their families, tenants and ryots, under a system of defined and public law, every Civil right together with the domestic usages and religious institutions of their ancestors.

(Published By Order of the Right Honorable the Governor in Council.)

FORT SAINT GEORGE,
24th August 1802.

J. HODGSON,
Secretary to Government.

To

THE ZEMINDAR OF VENCATAGHERRY.

Under the change of circumstances which have occurred affecting the internal tranquillity and Government of the Deekan, the British administration has endeavoured to direct its attention to the comfort and welfare of those who are dependent on its protection. It is known to you that in conformity to this principle, your Peishcush has never been augmented, nor the usual Nuzzers exacted from you, during the time when the administration of the Carnatic has been occasionally brought under the management of the Company.

2. With the view of perpetuating to you and to your posterity the secure possession and enjoyment of your lands, it was provided by a treaty between the British Government and the late Nabob, Mahommed Ally, bearing date in the year 1792 that your connexion with his Highness should cease and that you should be subjected exclusively to the British Government. From that time accordingly you have continued to pay the established Peishcush free from all demands of Nuzzar, and have enjoyed your Zemindary free from all other public charge, than that attending the Military establishments attached to the conditions of your tenure.

3. The prosperous course of events which has attended the exertions of the British Government to fix the tranquillity of the Deekan upon a permanent foundation, has rendered it necessary for me to revise the state and condition of all the Military establishments dependent on this Government. For this purpose, I directed the Collector of the Western Peishcush to transmit to me copies of the Sannads in your possession, with returns of the Troops maintained by you in conformity to your engagements. These documents have accordingly been furnished to me. I observe that none of the instruments produced by you specify the number of Troops to be maintained, or the quantity of Warlike Stores to be furnished by you as a Munsudbar of the Empire; but I find by the authentic papers transmitted by your authority to the Collector the number of armed men now actually supported by you amounts to (9788) nine thousand seven hundred and eighty-eight; and that the annual expense incurred by you in money and in lands, on that account, amounts to Star Pagodas (1,27,323) one lac twenty seven thousand three hundred and twenty-three.

4. It is a distinguishing feature of the arrangements I am about to introduce for the Military protection of these territories that all the Troops maintained for that purpose shall be in the immediate pay and service of the British Government; that purpose shall be in the most effectual means of applying the resources of the Country to the protection of the whole, while the improbability of danger from foreign enemies under the late exertion of those means renders the Military establishments supported by you according to engagement an heavy burthen on your resources, without contributing in an adequate degree to the Military strength of the State. It is not my intention by stating these observations to depreciate your zeal to discharge the obligations of your duty, or the merits of the service occasionally rendered by your Troops in the field, but it is my wish that you should be apprized of the grounds on which the British Government is proceeding to reform the condition of your Military Service.

5. I have accordingly resolved that you shall be released from that obligation of your existing engagements by which you are bound to furnish Troops and Military Stores for the service of Government, and that you and your posterity shall never be hereafter liable to demands of Military aid of whatever description.

6. In consequence of this release, the British Government will be deprived of a portion of its Military resources which must be supplied by other means; and you will derive from it an addition to your income equal to the amount of the expense of maintaining your Military establishments. It is therefore just that your augmented resources should contribute to the support of the State an equivalent for the services now relinquished.

7. The relief your finances will derive from the disbandment of your Military peons, will according to the accounts furnished by yourself be equal to Pagodas

1,27,323 independently of the discontinuance of charges for ammunition, Military Stores, Garrisons, and Forts, and independently also of the revenue to be produced on the reversion of the lands now held by your Ameram and Cuttabuddy Peons. I have therefore resolved to fix the equivalent to be paid by you in money at the sum of Star Pagodas 98,327 exclusively of the established Peishcush; but it being my intention to reserve in the hands of the Company the administration of the revenues derived from Sayer, Salt and Spirituous Liquors, I have deducted from your commuted equivalent, the total amount of these branches of revenue, being according to the accounts furnished by you Star Pagodas 8,942* per annum, so that your payment will in future be fixed as follows:—

* Salt...	1,057
Sayer...	7,000
Spirituous Liquor...	885
Total Star Pagodas...	8,942

Equivalent for Military Service...	Star Pagodas.
Established Peishcush...	89,385
	21,673

Total ... 1,11,058

8. The above sum being the total amount of the public demand for your portion of the expenses of general protection, I transmit to you under the seal and signature of the Governor in Council, a Sumud—i—Milkent Istimur fixing the said sum of Star Pagodas 1,11,058 to be the permanent contribution of your Zemindary under the above heads.

9. I have also transmitted full instructions on this subject to the Collector Peishcush, who will afford to you such further explanations as may be required but in conformity to the motives which have induced me to explain to you at length the principles of this commutation, I think it necessary to apprise you that my resolution is fixed on the grounds already stated, and that I have accordingly ordered the Collector to carry the arrangement into effect from the commencement of the present fusly.

10. In consequence of that arrangement it will become necessary for you to disband the whole number of Military Peons, now maintained by you, and it is my desire that you immediately proceed to do so. It is not my intention that you should deprive yourself of a reasonable number of attendants on your person, and I accordingly consent to your retaining to the extent of 100 Peons for the purpose.

11. I am aware that many adherents and connexions of your family have claims on your bounty which may be incompatible with the entire discontinuance of their stipends, and it is for this reason that I have not included in the calculation of your equivalent the whole amount of the Revenue granted for the support of the Ameram and Cuttabuddy Peons. But it is no longer necessary that the lands should be held on Military tenure, and I desire that the Peons may be accordingly released from that condition.

12. In order that no immediate loss may arise from this arrangement to the peons in your service, who have furnished Arms at their own expense, I have instructed the Collector to receive the Arms of those Peons, and to pay them individually an adequate price for their value.

13. Having thus entirely relieved you from the burthen of your Military establishments, I have great pleasure in pointing out to your notice, that the prospects of tranquillity connected with that measure invite you to reclaim your Military peons from the pursuits of an unprofitable profession to the improvement of agriculture, and that your own release from the expense and anxiety of your Military service, offers to your immediate possession, the enjoyment of peace and life; I therefore exhort you to discharge the important duties now devolving on you by cultivating the improvements of Agriculture and by facilitating the progress of commerce within your Zemindary.

What more?

(Signed) CLIVE.

(True Copy.)

J. HODGSON,

Secretary to Government

FORT SAINT GEORGE,
24th August 1802.

THE ZEMINDAR OF KALASTRY.

Under the change of circumstances which has occurred affecting the internal tranquillity and Government of the Deckan, the British administration has endeavoured to direct its attention to the comfort and welfare of those who are dependent on its protection: It is known to you, that in conformity to this principle your Peishcush has never been augmented, nor the usual Nuzzers exacted from you, during the time when the administration of the Carnatic has been occasionally brought under the management of the Company.

2. With the view of perpetuating to you and to your posterity, the secure possession and enjoyment of your lands, it was provided by a treaty between the British Government and the late Nabob Mahomed Ally, bearing date in the year 1792, that your connexion with His Highness should cease, and that you should be subjected exclusively to the British Government. From that time accordingly, you have continued to pay the established Peishcush free from all demand of Nuzzer, and have enjoyed your Zemindary free from all other public charge, than that attending the Military establishments, attached to the condition of your tenure.

3. The prosperous course of events which has attended the exertions of the British Government to fix the tranquillity of the Deckan upon a permanent foundation, has rendered it necessary for me to revise the state and condition of all the Military establishments dependent on this Government. For this purpose, I directed the Collector of the Western Peishcush to transmit to me copies of the Sumuds in your possession, with returns of the Troops maintained by you, in conformity to your engagements: These documents have accordingly been furnished to me. I observe that none of the instruments produced by you, specify the number of Troops to be maintained by you, or the quantity of warlike stores to be furnished by you, as a Munsubdar of the Empire: but I find by the authentic papers transmitted by your authority to the Collector, the number of armed men now actually supported by you amounts to 5,077, and that the annual expense incurred by you in money and in lands on that account amounts to Star Pagodas (52,150) fifty-two thousand, one hundred and fifty.

4. It is a distinguishing feature of the arrangements I am about to introduce for the Military protection of these territories, that all the Troops maintained for that purpose shall be in the immediate pay and service of the British Government. Experience has shewn this to be the most effectual means of applying the resources of the Country to the protection of the whole; while the improbability of danger from foreign enemies under the late exertion of those means, renders the Military establishments supported by you, according to engagement, an heavy burthen on your resources without contributing in an adequate degree to the Military strength of the State. It is not my intention on this occasion to revive the consideration of the manner in which your Military establishment has been employed upon some recent occasions in direct disobedience of my orders, but it is my wish that you should be apprized of the grounds on which the British Government is proceeding to reform the condition of your Military service.

5. I have accordingly resolved that you shall be released from that obligation of your existing engagements, by which you are bound to furnish Troops and Military Stores for the service of Government; and that you and your posterity shall never be hereafter liable to demands of Military aid of whatever description.

6. In consequence of this release, the British Government will be deprived of a portion of its Military resources, which must be supplied by other means, and you will derive from it an addition to your income equal to the amount of the expense of maintaining your Military establishments. It is therefore just that your augmented resources should contribute to the support of the State an equivalent for the services now relinquished.

7. The relief your finances will derive from the disbandment of your Military Peons, will according to the accounts furnished by yourself be equal to Star Pagodas 52,150: and independently of the discontinuance of charges for

ammunition, Military stores, Garrisons, and Forts; and independently also of the revenue to be produced on the reversion of the lands now held by your Ameram and Cuttabuddy Peons; I have therefore resolved to fix the equivalent to be paid you in money at the sum of Star Pagodas 49,225 exclusively of the established Peishcush; but it being my intention to reserve in the hands of the Company the administration of the revenues derived from Sayer, Salt and Spirituous Liquors,

I have deducted from your commuted equivalent the total amount of those branches of revenue, being according to accounts furnished by you Star Pagodas 5,602* per annum, so that your payments will in future be fixed as follows:

Sayer	...	5,082	
Spirituous Liquor	...	465	
Salt	...	55	
		5,602	
Equivalent for Military service	Star Pagodas.	43,623	
Established Peishcush	...	10,775	
Total	...	54,398	

8. The above sum being the total amount of the public demand for your portion of the expenses of general protection, I transmit to you under the seal and signature of the Governor in Council, a Sunnud—i—Milkent Istimrar fixing the said sum of Star Pagodas 54,398 to be the permanent contribution of your Zemindari under the above heads.

9. I have also transmitted full instructions on this subject to the Collector of Peishcush, who will afford to you such further explanations as may be requisite, but in conformity to the motives which have induced me to explain to you at such length the principles of this commutation, I think it necessary to apprise you that my resolution is fixed on the grounds already stated, and that I have accordingly ordered the Collector to carry the arrangement into effect from the commencement of the present fusly.

10. In consequence of that arrangement, it will become necessary for you to disband the whole number of Military Peons now maintained by you and it is my desire that you immediately proceed to do so: it is not my intention that you should deprive yourself of a reasonable number of attendants on your person, and I accordingly consent to your retaining to the extent of 100 Peons for that purpose.

11. I am aware that many adherents and connexions of your family have claims on your bounty, which may be incompatible with the entire discontinuance of their Stipends, and it is for this reason that I have not included in the calculation of your equivalent the whole amount of the revenue granted for the support of the Ameram and Cuttabuddy Peons: but it is no longer necessary that those lands should be held on Military tenure, and I desire that the Peons may be accordingly released from that condition.

12. In order that no immediate loss may arise from this arrangement to the Peons in your service who have furnished arms at their own expense, I have instructed the Collector to receive the arms of those Peons, and to pay them individually an adequate price for their value.

13. Having thus entirely relieved you from the burthen of your Military establishments, I have great pleasure in pointing out to your notice that the prospects of tranquillity connected with that measure invite you to reclaim your Military Peons from the pursuits of an unprofitable profession, to the improvement of agriculture; and that your own releasement from the expense and anxiety of your Military service offers to your immediate possession the enjoyment of peaceful life. I therefore exhort you to discharge the important duties now devolving on you by cultivating the improvements of agriculture, and by facilitating the progress of commerce within your Zemindary.

What more?

(Signed) CLIVE.

(True Copy.)

J. HODGSON,

Secretary to the Commission.

FORT SAINT GEORGE,
24th August 1862.

To

THE ZEMINDAR OF

BOMRAUZEPOLLAM.

Under the change of circumstances, which has occurred affecting the internal tranquillity, and Government of the Deckan, the British administration has endeavoured to direct its attention to the comfort and welfare of those who are dependent on its protection. It is known to you that in conformity to this principle, your Peishcush has never been augmented, nor the usual Nuzzers exacted from you, during the time when the administration of the Carnatic has been occasionally brought under the management of the Company.

2. With the view of perpetuating to you and to your posterity the secure possession and enjoyment of your lands, it was provided by a treaty between the British Government, and the late Nabob, Mahommed Ally, bearing date in the year 1792 that your connexion with his Highness should cease, and that you should be subjected exclusively to the British Government. From that time accordingly you have continued to pay the established Peishcush free from all demands of Nuzzur, and have enjoyed your Zemindary free from all other public charge, than that attending the Military establishments attached to the conditions of your tenure.

3. The prosperous course of events which has attended the exertions of the British Government, to fix the tranquillity of the Deckan upon a permanent foundation, has rendered it necessary for me to revise the state and condition of all the Military establishments dependent on this Government. For this purpose, I directed the Collector of the Western Peishcush to transmit to me copies of the Sunnuds in your possession, with returns of the Troops maintained by you in conformity to your engagements. These documents have accordingly been furnished to me. I observe that none of the instruments produced by you specify the number of Troops to be maintained, or the quantity of Warlike Stores to be furnished by you; but I find by the authentic papers transmitted by your authority to the Collector, the number of armed men now actually supported by you amounts to 5,297 and that the annual expense incurred by you on that account, in money and in land amounts to Star Pagodas 41,554.

4. It is a distinguishing feature of the arrangements I am about to introduce for the Military protection of these territories that all the Troops maintained for that purpose, shall be in the immediate pay and service of the British Government; experience has shewn this to be the most effectual means of applying the resources of the Country to the protection of the whole, while the improbability of danger from foreign enemies under the late exertion of those means renders the Military establishments supported by you according to engagement, an heavy burthen on your resources, without contributing in an adequate degree to the Military strength of the State. It is not my intention on this occasion to revive the consideration of the manner in which your Military establishment has been employed upon some recent occasion; but it is my wish that you should be apprized of the grounds on which the British Government is proceeding to reform the condition of your Military Service.

5. I have accordingly resolved that you shall be relieved from that obligation of your existing engagements, by which you are bound to furnish Troops and Military Stores for the service of Government, and that you and your posterity shall never be hereafter liable to demands of Military aid of whatever description.

6. In consequence of this release, the British Government will be deprived of a portion of its Military resources, which must be supplied by other means; and you will derive from it an addition to your income equal to the amount of the expense of maintaining your Military establishments. It is therefore just that your augmented resources should contribute to the support of the State an equivalent for the services now relinquished.

7. The relief your finances will derive from the disbandment of your Military peons, will according to the accounts furnished by yourself be equal to Pagodas

41,551 per annum independently of the discontinuance of charges for ammunition, Military Stores, Garrisons, and Forts, and independently also of the revenue to be produced on the reversion of the lands now held by your Ameram and Cuttabuddy Peons. I have therefore resolved to fix the equivalent to be paid by you in money at the sum of Star Pagodas 27,414, exclusively of the established Peishcush; but it being my intention to reserve in the hands of the Company the administration of the revenue derived from Sayer, Salt and Spirituous Liquors, I have deducted from your commuted equivalent the total amount of those branches of revenue, being according to the accounts furnished by you Star Pagodas 6,382, per annum, so that your payments will in future be fixed as follows:—

Sayer	5451	Star Pagodas.
Spirituous Liquors	931	
	6,382	
Equivalent for Military Service	21,032	
Established Peishcush	32,586	
Total	53,618	

8. The above sum being the total amount of the public demand for your portion of the expenses of general protection, I transmit to you under the seal and signature of the Governor in Council, a *Sunnud*—i—*Milkeut Istimrar* fixing the said sum of Star Pagodas 53,618 to be the permanent contribution of your Zemindary under the above heads.

9. I have also transmitted full instructions on this subject to the Collector of Peishcush, who will afford to you such further explanations as may be requisite, but in conformity to the motives which have induced me to explain to you at such length the principles of this commutation, I think it necessary to apprise you that my resolution is fixed on the grounds already stated, and that I have accordingly ordered the Collector to carry the arrangement into effect from the commencement of the present fusly.

10. In consequence of that arrangement it will become necessary for you to disband the whole number of Military Peons, now maintained by you; and it is my desire that you immediately proceed to do so. It is not my intention that you should deprive yourself of a reasonable number of attendants on your person, and I accordingly consent to your retaining to the extent of 70 Peons for that purpose.

11. I am aware that many adherents and connexions of your family have claims on your bounty which may be incompatible with the entire discontinuance of their stipends; and it is for this reason that I have not included in the calculation of your equivalent the whole amount of the Revenue granted for the support of the Ameram and Cuttabuddy Peons: it is no longer necessary that those lands should be held on Military tenure, and I desire that the Peons may be accordingly released from that condition.

12. In order that no immediate loss may arise from this arrangement to the peons in your service, who have furnished Arms at their own expense, I have instructed the Collector to receive the Arms of those Peons, and to pay them individually an adequate price for their value.

13. Having thus entirely relieved you from the burthen of your Military establishments, I have great pleasure in pointing out to your notice, that the prospects of tranquillity connected with that measure invite you to reclaim your Military peons from the pursuits of an unprofitable profession to the improvement of agriculture, and that your own release from the expense and anxiety of your Military service, offers to your immediate possession, the enjoyment of peaceful life. I therefore exhort you to discharge the important duties now devolving on you by cultivating the improvements of Agriculture and by facilitating the progress of commerce within your Zemindary.

What more?

(Signed) CLIVE.

(True Copy.)

J. HODGSON,
Secretary to Government.

FORT SAINT GEORGE,
24th August 1802.

To

THE ZEMINDAR OF SYDAPPOOR.

Under the change of circumstances which has occurred affecting the internal tranquillity and Government of the Deckan, the British administration has endeavoured to direct its attention to the comfort and welfare of those who are dependent on its protection, it is known to you, that in conformity to this principle, your Peishcush has never been augmented, nor the usual Nuzzers exacted from you, during the time when the administration of the Carnatic has been occasionally brought under the management of the Company.

2. With the view of perpetuating to you and to your posterity the secure possession and enjoyment of your lands, it was provided by a treaty between the British Government and the late Nabob, Mahomed Ally, bearing date in the year 1792 that your connexion with His Highness should cease, and that you should be subjected exclusively to the British Government; from that time accordingly you have continued to pay the established Peishcush free from all demands of Nuzzer, and have enjoyed your Zemindary free from all other public charge, than that attending the Military establishments attached to the condition of your tenure.

3. The prosperous course of events which has attended the exertions of the British Government to fix the tranquillity of the Deckan upon a permanent foundation, has rendered it necessary for me to revise the state and condition of all the Military establishments dependent on this country. For this purpose, I directed the Collector of the Western Peishcush to transmit to me copies of the *Sunnuds* in your possession, with returns of the Troops maintained by you in conformity to your engagements: These documents have accordingly been furnished to me. I observe that none of the instruments produced by you, specify the number of Troops to be maintained by you, or the quantity of warlike stores to be furnished by you, but I find by the authentic papers transmitted by your authority to the Collector; the number of armed men now actually supported by you amounts to 771, and that the annual expense incurred by you on that account in money and lands, amounts to Star Pagodas 5,380.

4. It is a distinguishing feature of the arrangements I am about to introduce for the Military protection of these territories, that all the Troops maintained for that purpose shall be in the immediate pay and service of the British Government: Experience has shewn this to be the most effectual means of applying the resources of the Country to the protection of the whole; while the improbability of danger from foreign enemies under the late exertion of those means, renders the Military establishments supported by you according to engagement an heavy burthen on your resources, without contributing in an adequate degree to the Military strength of the State. It is not my intention in stating these observations to depreciate your zeal to discharge the obligation of your duty, but it is my wish that you should be apprized of the grounds on which the British Government is proceeding to reform the condition of your Military Service.

5. I have accordingly resolved that you shall be released from that obligation of your existing engagements by which you are bound to furnish Troops and Military Stores for the service of Government, and that you and your posterity shall never be hereafter liable to demands of Military aid of whatever description.

6. In consequence of this release, the British Government will be deprived of a portion of its Military resources, which must be supplied by other means, and you will derive from it an addition to your income equal to the amount of the expense of maintaining your Military establishments; it is therefore just that your augmented resources should contribute to the support of the State an equivalent for the services now relinquished.

7. The relief your finances will derive from the disbandment of your Military Peons, will according to the accounts furnished by yourself be equal to Star

Pagodas 5,300 independently of the discontinuance of charges for ammunition, Military stores, Garrisons, and Forts, and independently also of the revenue to be produced on the reversion of the lands now held by your Ameram and Cuttabuddy Peons; I have therefore resolved to fix the equivalent to be paid by you in money at the sum of Star Pagodas 3,400 exclusively of the established Peishcush; but it being my intention to reserve in the hands of the Company the administration of the revenues derived from Sayer and Spirituous Liquors, I have deducted from your commuted equivalent the total amount of those branches of revenue, being according to accounts furnished by you Star Pagodas 576 per annum; so that your payments will in future be fixed as follows:—

Equivalent for Military service	Star Pagodas.
Established Peishcush	2,824
	6,600
Total	9,424

8. The above sum being the total amount of the public demand for your portion of the expenses of general protection; I transmit to you under the seal and signature of the Governor in Council a Sunnud—i—Milkeut Istimrar fixing the said sum of Star Pagodas 9,424 to be the permanent contribution of your Zemindari under the above heads.

9. I have also transmitted full instructions on this subject to the Collector of Peishcush, who will afford to you such further explanations as may be requisite, but in conformity to the motives which have induced me to explain to you at such length the principles of this commutation, I think it necessary to apprise you that my resolution is fixed on the grounds already stated, and that I have accordingly ordered the Collector to carry the arrangement into effect from the commencement of the present fusly.

10. In consequence of that arrangement it will become necessary for you to disband the whole number of Military Peons, now maintained by you, and it is my desire that you immediately proceed to do so; it is not my intention that you should deprive yourself of a reasonable number of attendants on your person, and I accordingly consent to your retaining to the extent of 25 Peons for that purpose.

11. I am aware that many adherents and connexions of your family have claims on your bounty, which may be incompatible with the entire discontinuance of their stipends, and it is for this reason that I have not included in the calculation of your equivalent the whole amount of the revenue granted for the support of the Ameram and Cuttabuddy Peons; but it is no longer necessary that those lands should be held on Military tenure, and I desire that the Peons may be accordingly released from that condition.

12. In order that no immediate loss may arise from this arrangement to the Peons in your service, who have furnished arms at their own expense, I have instructed the Collector to receive the arms of those Peons and to pay them individually an adequate price for their value.

13. Having thus entirely relieved you from the burthen of your Military establishments, I have great pleasure in pointing out to your notice that the prospects of tranquillity connected with that measure, invite you to reclaim your Military Peons from the pursuits of an unprofitable profession, to the improvement of agriculture; and that your own releasement from the expense and anxiety, of your Military service offers to your immediate possession the enjoyment of peaceful life: I therefore exhort you to discharge the important duties now devolving on you by cultivating the improvements of agriculture, and by facilitating the progress of commerce within your Zemindary.

What more?

(Signed) CLIVE.

(True Copy.)

J. HODGSON,

Secretary to Government.

FORT SAINT GEORGE,
24th August 1802.

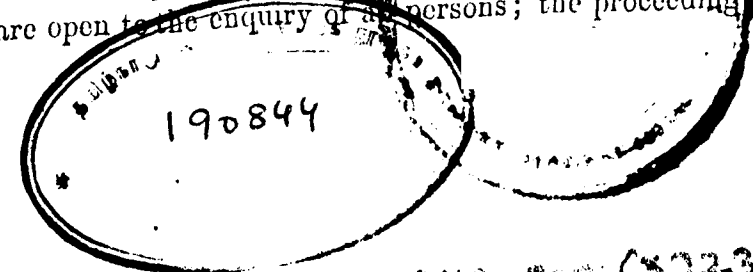
SUNNUD—I—MILKEUT ISTEMRAR.

1. It is known to you that by the ancient constitution of the Government of the Carnatic, you held possession of your Zemindary subject to the payment of an annual Peishcush, to the discharge of Military Service, and to the payment of annual nuzzers and fines; that the amount of the Peishcush and the extent of the Military Service were undefined; and that the amount of the contribution in nuzzers was determinable according to the pleasure, and enforced according to the power of the Nabobs of the Carnatic. It is also known to you that the Peishcush paid by you was never augmented, nor the usual nuzzers exacted from you during the time when the administrations of the Carnatic has been brought under the management of the British Government, that with the view of perpetuating to you the sovereign possession and enjoyment of your Lands, it was provided by treaty between the British Government and his late Highness the Nabob of the Carnatic, Mohommed Ally, bearing date the 12th of July 1792, that your dependence on his Highness should cease, and that you should be subjected exclusively to the British Government. From that time accordingly, you have continued to pay the customary Peishcush free from nuzzer, and have enjoyed your Zemindary free from demands for nuzzers, and all other public charge, than that attending the Military Establishment attached to the conditions of your tenure.

2. The British Government having now resolved that all the Troops to be maintained for the protection of the territories subject to that Government, shall be in the immediate pay and service of the British Government, has relieved you from the condition of Military Service, from the obligation of furnishing Troops and Military stores for the service of Government, and of maintaining Forts or Garrisons in all times to come. It has commuted the said Military Service for an equivalent to be paid in money by you and your posterity.

3. In consideration of the relief which your finances will derive from the relinquishment of your Military Service, and from the discontinuance of the expense to which you have on that account been liable, in consideration also of charging itself with the entire protection of the territories dependent on its power, the British Government has fixed your annual contribution including equivalent the Peishcush for ever, at the sum of Pagodas for Military service and the established Peishcush for ever, at the sum of Pagodas which said amount shall never be liable to change under any circumstances; and is hereby accordingly declared to be the permanent annual demand of Government on your Zemindary.

4. Under the constitution erected by the British Government for the security, protection, and prosperity of its territories, regulations will be framed from time to time for the improvement of the condition of the people; these regulations will be administered by independent Judges in constituted Courts of Justice, and be governed by the laws only. The decrees of those Courts shall be founded on the Regulations of Government, printed, published, and translated, the information and security of its subjects; and on the institutes of the Hindu or Mahomedan Laws, which are open to the enquiry of all persons; the proceedings



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of the Adaulut will be held in open Courts accessible to persons of every description; all parties will be at liberty to attend to their own interest by their presence in the Courts during such proceedings; or to employ their Vakeels with such instructions regarding the mode of prosecution or defence as may appear to be most eligible to themselves; the sentences of the Courts will be pronounced in the same public manner, and executed by Civil authority without the interposition of Military force; the Collectors and other public servants of the Government will be compelled to answer in the Courts of Judicature for all acts done by virtue of their Officer contrary to the regulations of Government, by which Zemindars or others may feel themselves injured; and finally that the greatest practicable degree of security has been extended to the native subjects of the British Government by the establishment of a gradation of appeals from the Zilla Court to the Provincial Court, and from the Provincial Court to the Court of Sudder Adalat at the Presidency, and in the last resort, from the Court of Sudder Adalat to the Governor General in Council of Bengal.

5. The permanent demand fixed by this Sunnud on your Zemindary is exclusive of the Revenue derived from the manufacture and sale of Salt, and Salt-petre, exclusive of the Sayer or duties of every description, the entire administration of which the Government reserves to itself; exclusive of the tax on the sale of spirituous Liquors and intoxicating drugs, exclusive of all lands and rissooms heretofore appropriated to the support of Police Establishments. The Government reserves to itself the entire exercise of its discretion in continuing or abolishing, temporarily, or permanently, the articles of revenue included according to the custom and practice of the country, under the several heads above stated.

6. You are regularly to pay in all seasons the amount of the permanent assessment above fixed: no remissions will be granted on account of drought, inundation or other calamity of the season; and if (which God forbid) you should fail to discharge your engagements, your personal property and your Zemindary shall be answerable for the consequence of such failure; but under the terms of the assessment on your Zemindary this event can never happen, except in consequence of your own default; for the Courts of Judicature will protect you against such an injury, unless warranted by your failure.

7. You shall be at free liberty to transfer without the previous consent of Government, or of any other authority, to whomever you may think proper either by sale, gift, or otherwise, your proprietary right in the whole or in any part of your Zemindary; such transfers of land shall be valid and recognized by the Courts and Officers of Government, provided they shall not be repugnant to the Mahomedan or Hindoo Laws, or to the regulations of the British Government; but unless such sale, gift, or transfer shall have been regularly registered at the office of the Collector, such sale, gift, or transfer shall be of no legal force or effect, nor will such transactions exonerate you from the payment of any part of the public land tax assessed on your entire Zemindary previously to such transfer; but your whole Zemindary shall continue to be answerable for the total land tax in the same manner as if no such transactions had occurred.

8. Your Zemindary will be liable to be sold either wholly or in part in satisfaction of a decree of a Court of Judicature but this event under the terms of the assessment can only happen from neglect of your own interests, from extravagance

and dissipation to preserve your Zemindary from the consequences of past imprudence: the Courts of Judicature shall not be competent to entertain suits for the recovery of such debts as may have been incurred by you previously to your subjection to the British authority in the year 1792.

9. In the event however of the sale of any part of your Zemindary for the liquidation of arrears of assessment, or in satisfaction of a decree of a Court of Judicature, or in the event of the transfer of any part of your Zemindary by gift, sale, or otherwise, you shall furnish the Collector with true and correct accounts of your entire Zemindary, and of the portion of the Zemindary to be so separated, for a period not less than three years preceding such sale and transfer, in order that the due proportion of the public revenue may be fixed thereon. The assessment to be settled on the separated part of your land shall always bear the same proportion to the actual produce of the separated portion, as the total permanent Jumma on your Zemindary bears to the actual produce of the whole Zemindary. So if the accounts to be furnished by you should be correct, no partial assessment can happen nor any increase of the fixed Jumma be ever made, under whatever changes or improvements your interests or your pleasure lead you to introduce into your Zemindary.

10. Although you will have free right and liberty to transfer by sale, gift, or otherwise, any part of your Zemindary not repugnant to the regulations of Government, yet it shall not be competent for you to form any part of your lands into a separate estate paying its Jumma directly to Government, unless the public assessment on such separate estate shall amount to the annual sum of five hundred (500) Star Pagodas, and upwards.

11. In order that you may at all times be enabled to comply with the conditions of the article of this Sunnud by which you are bound to furnish true and correct accounts of your Zemindary when required by the Collector you shall support the established number of Curnums in the several Villages of your Zemindary. The Curnums shall be appointed from time to time by you and shall obey all regular orders issued by your authority, but they shall not be liable to be removed from their offices, except by the sentence of a Court of Judicature.

12. The Government having entrusted you with the Police of your Zemindary, you shall so long as this trust shall be reposed in you apprehend and secure offenders of all descriptions, and shall send all such offenders to the Magistrate.

13. You shall enter into written engagements with your ryots either for a rent in money or in kind, clearly defining the amount to be paid to you by such ryots individually, and explaining every condition of the engagement; and you shall grant, or cause to be granted regular receipts to the ryots for all discharges in money or in kind made by them to you or for my account.

14. The foregoing conditions contain an abstract of the obligations and duties which you shall incur and of the rights which you have acquired under the constitutions of the Government for the British territories of Fort St. George. Being therefore sensible of the benefits conferred on you by their institutions and confident of enjoying the fruits of your industry, you shall be punctual in the discharge of your public engagements, you shall conduct yourself with good faith

towards your Ryots whose prosperity is inseparably connected with your own, you shall treat them with tenderness, encourage them to improve and extend the cultivation of the land, and lay the foundation of your own happiness in the permanent prosperity of your Zemindary.

15. Continuing to perform the above stipulations, and to fulfil the duties of allegiance to the British Government, its laws and regulations, you are hereby authorized and empowered to hold in perpetuity and your heirs, successors, and assigns, at the permanent assessment herein named the Zemindary of

FORT SAINT GEORGE, }
24th August 1802.

Kabuliat or Instrument of Assent and agreement on the part of Comar Yachama Naidoo, Zemindar of Vencataghorry, to the Sunnud-i-Milkeut Istimrar or Deed of Permanent Property, granted to him by the Right Honorable the Governor in Council of Fort Saint George.

1. It is known to me that by the ancient constitution of the Government of the Carnatic, I held possession of my Zemindary subject to the payment of an annual Peishcush, to the discharge of Military Service, and to the payment of nuzzers and fines; that the amount of Peishcush and the extent of the Military Service were undefined; and that the amount of the contribution in nuzzers was determinable according to the pleasure, and enforced according to the power of the Nabobs of the Carnatic. It is also known to me that the Peishcush paid by me was never augmented, nor the usual nuzzers exacted from me during the time when the administration of the Carnatic has been brought under the management of the British Government, that with the view of perpetuating to me the secure possession and enjoyment of my lands, it was provided by treaty between the British Government and his late Highness the Nabob of the Carnatic, Mahommed Ally, bearing date the 12th of July 1792, that my dependence on his Highness should cease, and that I should be subjected exclusively to the British Government. From that time accordingly, I have continued to pay the customary Peishcush free from Nuzzer, and have enjoyed my Zemindary free from demands for nuzzers, and all other public charge, than that attending the Military Establishment attached to the conditions of my tenure.

2. The British Government having now resolved that all the Troops to be maintained for the protection of the territories subject to that Government, shall be in the immediate pay and service of the British Government, has relieved me from the condition of Military Service, from the obligation of furnishing Troops and Military stores for the service of Government, and of maintaining Forts or Garrisons in all time to come, and it has commuted the said Military Service for an equivalent to be paid in money by me and my posterity.

3. In consideration of the relief which my finances will derive from the relinquishment of my Military Service, and from the discontinuance of expense to which I have on that account been liable; in consideration also of charging itself with the entire protection of the territories dependent on its power, the British Government has fixed my annual contributions including equivalent for Military service and the established Peishcush for ever, at the sum of Star Pagodas (1,11,058) One lac, eleven thousand and fifty eight, which said amount shall never be liable to change under any circumstances; and is hereby accordingly declared by me to be the permanent annual demand of Government on my Zemindary, payable from the commencement of the present Fusly 1212, twelve hundred and twelve; and agreeably to the separate Kistbundy hereunto annexed by me.

4. Under the constitution erected by the British Government for the security, protection, and prosperity of its territories, I am to understand that regulations will be framed from time to time for the improvement of the condition of the people; that these regulations will be administered by independent Judges in the constituted Courts of Judicature, governing their decisions by the laws only. The decrees of those courts will be founded on the regulations of Government, printed,

published, and translated for the information and security of its subjects; and on the institutes of the Hindoo or Mahomedan Laws, which are open to the enquiry of all persons; the proceedings of the Adalat will be held in open Courts accessible to persons of every description; all parties will be at liberty to attend to their own interests by their presence in the Courts during such proceedings; or to employ their Vakeels with such instructions regarding the mode of prosecution or defence as may appear to be most eligible to themselves; the sentences of the Courts will be pronounced in the same public manner, and executed by Civil authority without the interposition of Military force; the Collectors and other public servants of the Government will be compelled to answer in the Courts of Judicature for all acts done by virtue of their Offices contrary to the regulations of Government, and by which Zemindars or others may feel themselves injured; and finally that the greatest practicable degree of security has been extended to the native subjects of the British Government by the establishment of a gradation of appeals from the Zilla Courts to the Provincial Court, and from the Provincial Courts to the Court of Sudder Adalat at the Presidency, and in the last resort, from the Court of Sudder Adalat to the Governor-General in Council of Bengal.

5. The permanent demand of the British Government fixed on my Zemindary I consider and acknowledge to be exclusive of the Revenue derived from the manufacture and sale of Salt, and Saltpetre, exclusive of the Sayer or duties of every description, the entire administration of which the Government reserves to itself, exclusive of the tax on the sale of spirituous Liquors and intoxicating drugs, and exclusive of all lands and ruseoms heretofore appropriated to the support of Police Establishments. I consider also that the Government reserves to itself the entire exercise of its discretion in continuing or abolishing, temporarily, or permanently, the articles of revenue included according to the custom and practice of the country, under the several heads above stated.

6. I undertake regularly to pay in all seasons the amount of the permanent assessment above fixed and understand that no remission will be granted to me on account of drought, inundation or other calamity of the season; and if (which God forbid) I should fail to discharge my engagements, my personal property and my Zemindary shall be answerable for the consequence of such failure; but under the terms of the assessment on my Zemindary this event can never happen, except in consequence of my own default; for the Courts of Judicature will protect me against such an injury, unless warranted by my failure.

7. I shall be at free liberty to transfer without the previous consent of Government, or of any other authority, to whomever I may think proper either by sale, gift, or otherwise, my proprietary right in the whole or in any part of my Zemindary; such transfer of lands shall be valid and recognized by the Courts and Officers of Government, provided they shall not be repugnant to the Mahomedan or Hindoo Laws, or to the regulations of the British Government; but unless such sale, gift, or transfer shall have been regularly registered at the office of the Collector, such sale, gift, or transfer shall be of no legal force or effect, nor shall such transaction exonerate me from the payment of any part of the public land tax assessed on my entire Zemindary previously to such transfer; but my whole Zemindary shall continue to be answerable for the total land tax in the same manner as if no such transaction had occurred.

8. My Zemindary shall be liable to be sold either wholly or in part in satisfaction of a decree of a Court of Judicature but this event under the terms of the assessment can only happen from neglect of my own interests, from extravagance and dissipation to preserve my Zemindary from the consequences of past imprudence: the Courts of Judicature shall not be competent to entertain suits for the recovery of such debts as may have been incurred by me previously to my subjection to the British authority in the year 1792.

9. In the event however of the sale of any part of my Zemindary for the liquidation of arrears of assessment, or in satisfaction of a decree of a Court of Judicature, or in the event of the transfer of any part of my Zemindary by gift, sale, or otherwise, I promise and agree to furnish the Collector with true and correct accounts of my entire Zemindary, and of the portion of the Zemindary to be so separated, for a period not less than the three years preceding such sale and transfer, in order that the due proportion of the public revenue may be fixed thereon. The assessment to be settled on the separated parts of my land shall always bear the same proportion to the actual produce of the separated portion, as the total permanent Jumma on my Zemindary bears to the actual produce of the whole Zemindary. Thus if the accounts to be furnished by me should be correct, no partial assessment can happen nor any increase of the fixed Jumma be ever made, under whatever changes or improvements my interests or my pleasure may lead me to introduce into my Zemindary.

10. Although I shall have free right and liberty to transfer by sale, gift, or otherwise, any part of my Zemindary not repugnant to the regulations of Government, yet I agree that it shall not be competent for me to form any part of my lands into a separate Estate paying its Jumma directly to Government, unless the public assessment on such separate estate shall amount to the annual sum of five hundred (500) Star Pagodas, and upwards.

11. In order that I may be at all times enabled to comply with the conditions of the 9th article of this my Kabuliati, by which I am bound to furnish true and correct accounts of my Zemindary when required by the Collector, I do promise and do hereby engage to support the established number of Curnums in the several Villages of my Zemindary. The Curnums shall be appointed from time to time by me and shall obey all regular orders issued by my authority, but they shall not be liable to be removed from their offices, except by the sentence of a Court of Judicature.

12. The Government having entrusted me with the Police of my Zemindary, I do promise so long as this trust shall be reposed in me to apprehend and secure offenders of all descriptions, and to send all such offenders to the Magistrate.

13. I do hereby bind myself to enter into written engagements with my ryots either for a rent in money or in kind, clearly defining the amount to be paid to me by such ryots individually, and explaining every condition of the engagement and I will grant, or cause to be granted regular receipts to the ryots for all discharges in money or in kind made by them to me or for my account.

14. The foregoing conditions contain an abstract of the obligations and duties which I shall incur, and of the rights which I have acquired under the constitution of the Government for the British territories of Fort St George. Being therefore

sensible of the benefits conferred on me by the institutions and confident of enjoying the fruits of my industry, I promise to be punctual in the discharge of my public engagements, to conduct myself with good faith towards my ryots whose prosperity is inseparably connected with my own, to treat them with tenderness, encourage them to improve and extend the cultivation of the land, and lay the foundation of my own happiness in the permanent prosperity of my Zemindary.

15. Continuing to perform the above stipulations, and to fulfil the duties of allegiance to the British Government, its laws and regulations, which I now by this Kabuliat faithfully engage to do, I hereby consider myself authorized and empowered to hold in perpetuity and my heirs, successors, and assigns, at the permanent assessment herein named, the Zemindary of Venkatagherry.

In testimony of all which, I have hereunto affixed my seal and signature in the presence of witnesses this fifth day of September in the year of Christ 1802, or seventh of Jemadeeulavul, in the year of Hijree 1217, having first stated that the undermentioned Purgunnahs &c., are included in the Venkatagherry Zemindary viz., Venkatagherry, Sugatoor, Voloor, Manabole &c., Villages, Pelloor, Dursee, Cocherlacotah, Podelly and Gogalapillie.

(Seal)

(Signed in Gentoo) RAJA VALOOGOPY COOMARAYACHEM NAIDOO BAHADAROO.

Signed, Sealed, and Witnessed in my presence.—

AT VENKATAGHERRY
the 5th September 1802.

(Signed) GEO. STRATTON,
Collector.

KISTBUNDEE.

First kist ...	15th December	Star Pagodas ...	37,020
Second do. ...	15th March	Do. ...	37,020
Third do. ...	15th June	Do. ...	37,018
Total Star Pagodas ...			1,11,058

Kabuliat or Instrument of Assent and Agreement on the part of Damerala Comar Timma Naidoo, Zemindar of Calastray, to the Sunnud-i-Milkeut Istimrar or Deed of Permanent Property, Granted to him by the Right Honorable the Governor in Council of Fort Saint George.

1. It is known to me that by the ancient constitution of the Government of the Carnatic, I held possession of my Zemindary subject to the payment of an annual Peishcush, to the discharge of Military Service; and to the payment of Nuzzers and fines; that the amount of the Peishcush and the extent of the Military Service were undefined; and that the amount of the contribution in Nuzzers was determinable according to the pleasure and enforced according to the power of the Nabobs of the Carnatic. It is also known to me that the Peishcush paid by me was never augmented, nor the usual Nuzzers exacted from me during the time when the administration of the Carnatic has been brought under the management of the British Government, that with the view of perpetuating to me the secure possession and enjoyment of my Lands, it was provided by treaty between the British Government and his late Highness the Nabob of the Carnatic, Mahommed Ally, bearing date the 12th of July 1792, that my dependence on his Highness should cease, and that I should be subjected exclusively to the British Government. From that time accordingly I have continued to pay the customary Peishcush free from Nuzzer, and have enjoyed my Zemindary free from demands for Nuzzers, and all other public charge, than that attending the Military Establishment attached to the conditions of my tenure.

2. The British Government having now resolved that all the Troops to be maintained for the protection of the territories subject to that Government, shall be in the immediate pay and service of the British Government, has relieved me from the condition of Military Service, from the obligation of furnishing Troops and Military stores for the service of Government; and of maintaining Forts or Garrisons in all time to come, and it has commuted the said Military Service for an equivalent to be paid in money by me and my posterity.

3. In consideration of the relief which my finances will derive from the relinquishment of my Military Service, and from the discontinuance of the expense to which I have on that account been liable, in consideration also of charging itself with the entire protection of the territories dependent on its power, the British Government has fixed my annual contributions including equivalent for Military service and the established Peishcush for ever, at the sum of Star Pagodas (54,398) Fifty four thousand three hundred and ninety eight, which said amount shall never be liable to change under any circumstances and is hereby accordingly declared by me to be the permanent annual demand of Government on my Zemindary payable from the commencement of the present Fusly 1212, Twelve hundred and twelve and agreeably to the separate Kistbundy hereunto annexed by me.

4. Under the constitution erected by the British Government for the security, protection, and prosperity of its territories, I am to understand that regulations will be framed from time to time for the improvement of the condition of the people; that these regulations will be administered by independent Judges in constituted Courts of Judicature, governing their decisions by the laws only. The decrees of those Courts will be founded on the regulations of Government, printed,

published, and translated for the information and security of its subjects, and on the institutes of the Hindoo or Mahomedan Laws which are open to the enquiry of all persons; the proceedings of the Adalat will be held in open Courts accessible to persons of every description; all parties will be at liberty to attend to their own interest by their presence in the Courts during such proceedings; or to employ their Vakeels with such instructions regarding the mode of prosecution or defence as may appear to be most eligible to themselves; the sentences of the Courts will be pronounced in the same public manner, and executed by Civil authority without the interposition of Military force, the Collectors and other public servants of the Government will be compelled to answer in the Courts of Judicature for all acts done by virtue of their Offices contrary to the regulations of Government, and by which Zemindars or others may feel themselves injured; and finally that the greatest practicable degree of security has been extended to the native subjects of the British Government, by the establishment of a gradation of appeals from the Zilla Courts to the Provincial Court, and from the Provincial Courts to the Court of Sudder Adalat at the Presidency, and in the last resort, from the Court of Sudder Adalat to the Governor-General in Council of Bengal.

5. The permanent demand of the British Government fixed on my Zemindary I consider and acknowledge to be exclusive of the Revenue derived from the manufacture and sale of Salt, and Saltpetre, exclusive of the Sayer or duties of every description, the entire administration of which the Government reserves to itself; exclusive of the tax on the sale of spirituous Liquors and intoxicating drugs, and inclusive of all lands and rissooms heretofore appropriated to the support of Police Establishments. I consider also that the Government reserves to itself the entire exercise of its discretion in continuing or abolishing, temporarily or permanently the articles of revenue included according to the custom and practice of the country, under the several heads above stated.

6. I undertake regularly to pay in all seasons the amount of the permanent assessment above fixed and understand that no remission will be granted on account of drought, inundation or other calamity of the season; and if (which God forbid) I should fail to discharge my engagements, my personal property and my Zemindary shall be answerable for the consequence of such failure; but under the terms of the assessment on my Zemindary this event can never happen except in consequence of my own default, for, the Courts of Judicature will protect me against such an injury, unless warranted by my failure.

7. I shall be at free liberty to transfer without the previous consent of Government, or of any other authority, to whomsoever I may think proper either by sale, gift, or otherwise, my proprietary right in the whole or in any part of my Zemindary; such transfers of lands shall be valid and recognized by the Courts and Officers of Government, provided they shall not be repugnant to the Mahomedan or Hindoo Laws, or to the regulations of the British Government; but unless such sale, gift, or transfer shall have been regularly registered at the office of the Collector, such sale, gift, or transfer shall be of no legal force or effect, nor shall such transactions exonerate me from the payment of any part of the public land tax assessed on my entire Zemindary previously to such transfer; but my whole Zemindary shall continue to be answerable for the total land tax in the same manner as if no such transaction had occurred.

8. My Zemindary shall be liable to be sold either wholly or in part in satisfaction for a decree of a Court of Judicature; but this event under the terms of the assessment can only happen from neglect of my own interests, from extravagance and dissipation to preserve my Zemindary from the consequences of past imprudence: the Courts of Judicature shall not be competent to entertain suits for the recovery of such debts as may have been incurred by me previously to my subjection to the British authority in the year 1792.

9. In the event however of the sale of any part of my Zemindary for the liquidation of arrears of assessment, or in satisfaction of a decree of a Court of Judicature or in the event of the transfer of any part of my Zemindary by gift, sale or otherwise, I promise and agree to furnish the Collector with true and correct accounts of my entire Zemindary and of the portion of the Zemindary to be so separated, for a period not less than the three years preceding such sale and transfer in order that the due proportion of the public revenue may be fixed thereon. The assessment to be settled on the separated parts of my land shall always bear the same proportion to the actual produce of the separated portion, as the total permanent Jumma on my Zemindary bears to the actual produce of the whole Zemindary. Thus if the accounts to be furnished by me should be correct, no partial assessment can happen nor any increase of the fixed Jumma be ever made, under whatever changes or improvements my interests or my pleasure may lead me to introduce into my Zemindary.

10. Although I shall have free right and liberty to transfer by sale, gift, or otherwise any part of my Zemindary not repugnant to the regulations of Government, yet I agree that it shall not be competent for me to form any part of my lands into a separate Estate paying its Jumma directly to Government unless the public assessment on such separate estate shall amount to the annual sum of Five hundred (500) Star Pagodas, and upwards.

11. In order that I may be at all times enabled to comply with the conditions of the 9th article of this my Kabuliati, by which I am bound to furnish true and correct accounts of my Zemindary when required by the Collector, I do promise and do hereby engage to support the established number of Curnums in the several Villages of my Zemindary. The Curnums shall be appointed from time to time by me and shall obey all regular orders issued by my authority, but they shall not be liable to be removed from their Offices, except by the sentence of a Court of Judicature.

12. The Government having entrusted me with the Police of my Zemindary, I do promise so long as this trust shall be reposed in me to apprehend and secure offenders of all descriptions, and to send all such offenders to the Magistrate.

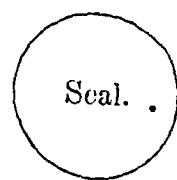
13. I do hereby bind myself to enter into written engagements with my ryots either for a rent in money or in kind, clearly defining the amount to be paid to me by such ryots individually, and explaining every condition of the engagement, and will grant or cause to be granted regular receipts to the ryots for all discharges of money or in kind made by them to me or for my account.

14. The foregoing conditions contain an abstract of the obligations and duties which I shall incur, and of the rights which I have acquired under the constitution of the Government for the British territories of Fort St. George. Being therefore

sensible of the benefits conferred on me by the institutions and confident of enjoying the fruits of my industry, I promise to be punctual in the discharge of my public engagements, to conduct myself with good faith towards my ryots whose prosperity is inseparably connected with my own, to treat them with tenderness, encourage them to improve and extend the cultivation of the land, and lay the foundation of my own happiness in the permanent prosperity of my Zemindary.

15. Continuing to perform the above stipulations, and to fulfil the duties of allegiance to the British Government, its laws and regulations, which I now by this Kabuliat faithfully engage to do, I hereby consider myself authorized and empowered to hold in perpetuity and my heirs, successors, and assigns, at the permanent assessment herein named, the Zemindary of Calastry.

In testimony of all which, I have hereunto affixed my seal and signature in the presence of witnesses this second day of September in the year of Christ 1802 or fourth of Jemadee-u-lavul in the year of Hijree 1,217.



(Signed in Persian) COMAR TIMMA NAIDOO.

Signed, Sealed, and Witnessed in my presence.—

AT CALASTRY.
the 2nd September 1802.

(Signed) GEO. STRATTON,
Collector.

KISTBUNDEE.

First kist ...	15th December	Star Pagodas ...	18,133
Second do. ...	15th March	Do. ...	18,133
Third do. ...	15th June	Do. ...	18,132
Total Star Pagodas ...			<u>54,398</u>

Kabuliat or Instrument of Assent and agreement on the part of Bomrauze, Zemindar of Bomrauze Pollam to the Sunnud-i-Milkeut Istimrar or Deed of Permanent Property, granted to him by the Right Honorable the Governor in Council of Fort Saint George.

1. It is known to me that by the ancient constitution of the Government of the Carnatic, I held possession of my Zemindary subject to the payment of an annual Peishcush, to the discharge of Military Service, and to the payment of nuzzers and fines; that the amount of Peishcush and the extent of the Military Service were undefined; and that the amount of the contribution in nuzzers was determinable according to the pleasure, and enforced according to the power of the Nabobs of the Carnatic. It is also known to me that the Peishcush paid by me was never augmented, nor the usual nuzzers exacted from me during the time when the administration of the Carnatic has been brought under the management of the British Government, that with the view of perpetuating to me the secure possession and enjoyment of my lands, it was provided by treaty between the British Government and his late Highness the Nabob of the Carnatic, Mahommed Ally, bearing date the 12th of July 1792, that my dependence on his Highness should cease, and that I should be subjected exclusively to the British Government. From that time accordingly, I have continued to pay the customary Peishcush free from Nuzzer, and have enjoyed my Zemindary free from demands for nuzzers, and all other public charge, than that attending the Military Establishment attached to the conditions of my tenure.

2. The British Government having now resolved that all the Troops to be maintained for the protection of the territories subject to that Government, shall be in the immediate pay and service of the British Government, has relieved me from the condition of Military Service, from the obligation of furnishing Troops and Military stores for the service of Government, and of maintaining Forts or Garrisons in all time to come, and it has commuted the said Military Service for an equivalent to be paid in money by me and my posterity.

3. In consideration of the relief which my finances will derive from the relinquishment of my Military Service, and from the discontinuance of expense to which I have on that account been liable; in consideration also of charging itself with the entire protection of the territories dependent on its power, the British Government has fixed my annual contributions including equivalent for Military service and the established Peishcush for ever, at the sum of Star Pagodas (53,618) fifty three thousand six hundred and eighteen, which said amount shall never be liable to change under any circumstances; and is hereby accordingly declared by me to be the permanent annual demand of Government on my Zemindary, payable from the commencement of the present Fusly 1212, twelve hundred and twelve; and agreeably to the separate Kistbundy hereunto annexed by me.

4. Under the constitution erected by the British Government for the security, protection, and prosperity of its territories, I am to understand that regulations will be framed from time to time for the improvement of the condition of the people; that these regulations will be administered by independent Judges in the constituted Courts of Judicature, governing their decisions by the laws only. The decrees of those courts will be founded on the regulations of Government, printed,

published, and translated for the information and security of its subjects; and on the institutes of the Hindoo or Mahomedan Laws, which are open to the enquiry of all persons; the proceedings of the Adalat will be held in open Courts accessible to persons of every description; all parties will be at liberty to attend to their own interests by their presence in the Courts during such proceedings; or to employ their Vakeels with such instructions regarding the mode of prosecution or defence as may appear to be most eligible to themselves; the sentences of the Courts will be pronounced in the same public manner, and executed by Civil authority without the interposition of Military force; the Collectors and other public servants of the Government will be compelled to answer in the Courts of Judicature for all acts done by virtue of their Offices contrary to the regulations of Government, and by which Zemindars or others may feel themselves injured; and finally that the greatest practicable degree of security has been extended to the native subjects of the British Government by the establishment of a gradation of appeals from the Zilla Courts to the Provincial Court, and from the Provincial Courts to the Court of Sudder Adalat at the Presidency, and in the last resort, from the Court of Sudder Adalat to the Governor-General in Council of Bengal.

5. The permanent demand of the British Government fixed on my Zemindary I consider and acknowledge to be exclusive of the Revenue derived from the manufacture and sale of Salt, and Saltpetre, exclusive of the Sayer or duties of every description, the entire administration of which the Government reserves to itself, exclusive of the tax on the sale of spirituous Liquors and intoxicating drugs, and exclusive of all lands and rassoons heretofore appropriated to the support of Police Establishments. I consider also that the Government reserves to itself the entire exercise of its discretion in continuing or abolishing, temporarily, or permanently, the articles of revenue included according to the custom and practice of the country, under the several heads above stated.

6. I undertake regularly to pay in all seasons the amount of the permanent assessment above fixed and understand that no remission will be granted on account of drought, inundation or other calamity of the season; and if (which God forbid) I should fail to discharge my engagements, my personal property and my Zemindary shall be answerable for the consequence of such failure; but under the terms of the assessment on my Zemindary this event can never happen, except in consequence of my own default; for the Courts of Judicature will protect me against such an injury, unless warranted by my failure.

7. I shall be at free liberty to transfer without the previous notice of Government, or of any other authority, to whomever I may think proper either by sale, gift, or otherwise, my proprietary right in the whole or in any part of my Zemindary; such transfer of lands shall be valid and recognized by the Courts and Officers of Government, provided they shall not be repugnant to the Mahomedan or Hindoo Laws, or to the regulations of the British Government; but unless such sale, gift, or transfer shall have been regularly registered at the office of the Collector, such sale, gift, or transfer shall be of no legal force or effect, nor shall such transaction exonerate me from the payment of any part of the public land tax assessed on my entire Zemindary previously to such transfer; but my whole Zemindary shall continue to be answerable for the total land tax in the same manner as if no such transaction had occurred.

8. My Zemindary shall be liable to be sold either wholly or in part in satisfaction of a decree of a Court of Judicature but this event under the terms of the assessment can only happen from neglect of my own interests, from extravagance and dissipation to preserve my Zemindary from the consequences of past imprudence: the Courts of Judicature shall not be competent to entertain suits for the recovery of such debts as may have been incurred by me previously to my subjection to the British authority in the year 1792.

9. In the event however of the sale of any part of my Zemindary for the liquidation of arrears of assessment, or in satisfaction of a decree of a Court of Judicature, or in the event of the transfer of any part of my Zemindary by gift, sale, or otherwise, I promise and agree to furnish the Collector with true and correct accounts of my entire Zemindary, and of the portion of the Zemindary to be so separated, for a period not less than the three years preceding such sale and transfer, in order that the due proportion of the public revenue may be fixed thereon. The assessment to be settled on the separated parts of my land shall always bear the same proportion to the actual produce of the separated portion, as the total permanent Jumma on my Zemindary bears to the actual produce of the whole Zemindary. Thus if the accounts to be furnished by me should be correct, no partial assessment can happen nor any increase of the fixed Jumma be ever made, under whatever changes or improvements my interests or my pleasure may lead me to introduce into my Zemindary.

10. Although I shall have free right and liberty to transfer by sale, gift, or otherwise, any part of my Zemindary not repugnant to the regulations of Government, yet I agree that it shall not be competent for me to form any part of my lands into a separate Estate paying its Jumma directly to Government, unless the public assessment on such separate estate shall amount to the annual sum of five hundred (500) Star Pagodas, and upwards.

11. In order that I may be at all times enabled to comply with the conditions of the 9th article of this my Kabuliat, by which I am bound to furnish true and correct accounts of my Zemindary when required by the Collector, I do promise and do hereby engage to support the established number of Curnums in the several Villages of my Zemindary. The Curnums shall be appointed from time to time by me and shall obey all regular orders issued by my authority, but they shall not be liable to be removed from their offices, except by the sentence of a Court of Judicature.

12. The Government having entrusted me with the Police of my Zemindary, I do promise so long as this trust shall be reposed in me to apprehend and secure offenders of all descriptions, and to send all such offenders to the Magistrate.

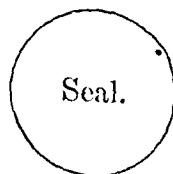
13. I do hereby bind myself to enter into written engagements with my ryots either for a rent in money or in kind, clearly defining the amount to be paid to me by such ryots individually, and explaining every condition of the engagement and I will grant, or cause to be granted regular receipts to the ryots for all discharges in money or in kind made by them to me or for my account.

14. The foregoing conditions contain an abstract of the obligations and duties which I shall incur, and of the rights which I have acquired under the constitution of the Government for the British territories of Fort St George. Being therefore

sensible of the benefits conferred on me by the institutions and confident of enjoying the fruits of my industry, I promise to be punctual in the discharge of my public engagements, to conduct myself with good faith towards my ryots whose prosperity is inseparably connected with my own, to treat them with tenderness, encourage them to improve and extend the cultivation of the land, and lay the foundation of my own happiness in the permanent prosperity of my Zemindary.

15. Continuing to perform the above stipulations, and to fulfil the duties of allegiance to the British Government, its laws and regulations, which I now by this Kabuliat faithfully engage to do, I hereby consider myself authorized and empowered to hold in perpetuity and my heirs, successors, and assigns, at the permanent assessment herein named, the Zemindary of Bomrauze Pollam.

In testimony of all which, I have hereunto affixed my seal and signature in the presence of witnesses this ninth day of September in the year of Christ 1802, or eleventh of Jemadec-u-lavul in the year of Hijree 1217.



(Signed in Gentoo) RAJA BOMMARAUZOO BAHADOOR FOR RAJA BOMMARAUZOO
BAHADAROO.

Signed, Sealed, and Witnessed in my presence.—

AT GRUA RAUZEPETT
the 9th September 1802.

(Signed) GEO. STRATTON,
Collector.

KISTBUNDEE.

First kist ...	15th December	Star Pagodas ...	17,873
Second do. ...	15th March	Do. ...	17,873
Third do. ...	15th June	Do. ...	17,872
Total Star Pagodas ...			53,618

Kabuliat or Instrument of Assent and Agreement on the part of Soopully Ramah Naidoo, Zemindar of Sydapour, to the Sunnud —i—Milkeut Istimrar or Deed of Permanent Property, Granted to him by the Right Honorable the Governor in Council of Fort Saint George.

1. It is known to me that by the ancient constitution of the Government of the Carnatic, I held possession of my Zemindary subject to the payment of an annual Peishcush, to the discharge of Military Service, and to the payment of Nuzzers and fines; that the amount of the Peishcush and the extent of the Military Service were undefined; and that the amount of the contribution in Nuzzers was determinable according to the pleasure, and enforced according to the power of the Nabobs of the Carnatic. It is also known to me that the Peishcush paid by me was never augmented, nor the usual Nuzzers exacted from me during the time when the administration of the Carnatic has been brought under the management of the British Government, that with the view of perpetuating to me the secure possession and enjoyment of my lands, it was provided by treaty between the British Government and his late Highness the Nabob of the Carnatic, Mahommed Ally, bearing date the 12th of July 1792, that my dependence on his Highness should cease, and that I should be subjected exclusively to the British Government. From that time accordingly I have continued to pay the customary Peishcush free from Nuzzer, and have enjoyed my Zemindary free from demands for Nuzzers, and all other public charge, than that attending the Military Establishment attached to the conditions of my tenure.

2. The British Government having now resolved that all the Troops to be maintained for the protection of the territories subject to that Government, shall be in the immediate pay and service of the British Government, has relieved me from the condition of Military Service, from the obligation of furnishing Troops and Military stores for the service of Government, and of maintaining Forts or Garrisons in all time to come, and it has commuted the said Military Service for an equivalent to be paid in money by me and my posterity.

3. In consideration of the relief which my finances will derive from the relinquishment of my Military Service, and from the discontinuance of the expense to which I have on that account been liable; in consideration also of charging itself with the entire protection of the territories dependent on its power, the British Government has fixed my annual contributions including equivalent for Military service and the established Peishcush for ever, at the sum of Star Pagodas (9,424) nine thousand four hundred and twenty four, which said amount shall never be liable to change under any circumstances; and is hereby accordingly declared by me to be the permanent annual demand of Government on my Zemindary, payable from the commencement of the present Fusly 1212, twelve hundred and twelve; and agreeably to the separate Kistbundy hereunto annexed by me.

4. Under the constitution erected by the British Government for the security, protection, and prosperity of its territories, I am to understand that regulations will be framed from time to time for the improvement of the condition of the people; that these regulations will be administered by independent Judges in the constituted Courts of Judicature, governing their decisions by the laws only. The decrees of those Courts will be founded on the regulations of Government, printed,

published, and translated for the information and security of its subjects; and on the institutes of the Hindoo or Mahomedan Laws which are open to the enquiry of all persons; the proceedings of the Adalat will be held in open Courts accessible to persons of every description; all parties will be at liberty to attend to their own interest by their presence in the Courts during such proceedings; or to employ their Vakeels with such instructions regarding the mode of prosecution or defence as may appear to be most eligible to themselves; the sentences of the Courts will be pronounced in the same public manner, and executed by Civil authority without the interposition of Military force; the Collectors and other public servants of the Government will be compelled to answer in the Courts of Judicature for all acts done by virtue of their Offices contrary to the regulations of Government, and by which Zemindars or others may feel themselves injured; and finally that the greatest practicable degree of security has been extended to the native subjects of the British Government by the establishment of a gradation of appeals from the Zilla Courts to the Provincial Court, and from the Provincial Courts to the Court of Sudder Adalat at the Presidency, and in the last resort, from the Court of Sudder Adalat to the Governor-General in Council of Bengal.

5. The permanent demand of the British Government fixed on my Zemindary I consider and acknowledge to be exclusive of the Revenue derived from the manufacture and sale of Salt, and Saltpetre, exclusive of the Sayer or duties of every description, the entire administration of which the Government reserves to itself; exclusive of the tax on the sale of spirituous Liquors and intoxicating drugs, and inclusive of all lands and rissooms heretofore appropriated to the support of Police Establishments. I consider also that the Government reserves to itself the entire exercise of its discretion in continuing or abolishing, temporarily, or permanently, the articles of revenue included according to the custom and practice of the country, under the several heads above stated.

6. I undertake regularly to pay in all seasons the amount of the permanent assessment above fixed and understand that no remission will be granted on account of drought, inundation or other calamity of the season; and if (which God forbid) I should fail to discharge my engagements, my personal property and my Zemindary shall be answerable for the consequence of such failure; but under the terms of the assessment on my Zemindary this event can never happen, except in consequence of my own default; for the Courts of Judicature will protect me against such an injury, unless warranted by my failure.

7. I shall be at free liberty to transfer without the previous consent of Government, or of any other authority, to whomsoever I may think proper either by sale, gift, or otherwise, my proprietary right in the whole or in any part of my Zemindary; such transfer of lands shall be valid and recognized by the Courts and Officers of Government, provided they shall not be repugnant to the Mahomedan or Hindoo Laws, or to the regulations of the British Government; but unless such sale, gift, or transfer shall have been regularly registered at the office of the Collector, such sale, gift, or transfer shall be of no legal force or effect, nor shall such transaction exonerate me from the payment of any part of the public land tax assessed on my entire Zemindary previously to such transfer; but my whole Zemindary shall continue to be answerable for the total land tax in the same manner as if no such transaction had occurred.

8. My Zemindary shall be liable to be sold either wholly or in part in satisfaction for a decree of a Court of Judicature but this event under the terms of the assessment can only happen from neglect of my own interests, from extravagance and dissipation to preserve my Zemindary from the consequences of past imprudence: the Courts of Judicature shall not be competent to entertain suits for the recovery of such debts as may have been incurred by me previously to my subjection to the British authority in the year 1792.

9. In the event however of the sale of any part of my Zemindary for the liquidation of arrears of assessment, or in satisfaction of a decree of a Court of Judicature, or in the event of the transfer of any part of my Zemindary by gift, sale, or otherwise, I promise and agree to furnish the Collector with true and correct accounts of my entire Zemindary, and of the portion of the Zemindary to be so separated, for a period not less than the three years preceding such sale and transfer, in order that the due proportion of the public revenue may be fixed thereon. The assessment to be settled on the separated parts of my land shall always bear the same proportion to the actual produce of the separated portion, as the total permanent Jumma on my Zemindary bears to the actual produce of the whole Zemindary. Thus if the accounts to be furnished by me should be correct, no partial assessment can happen nor any increase of the fixed Jumma be ever made, under whatever changes or improvements my interests or my pleasure may lead me to introduce into my Zemindary.

10. Although I shall have free right and liberty to transfer by sale, gift, or otherwise any part of my Zemindary not repugnant to the regulations of Government, yet I agree that it shall not be competent for me to form any part of my lands into a separate Estate paying its Jumma directly to Government unless the public assessment on such separate estate shall amount to the annual sum of Five hundred (500) Star Pagodas, and upwards.

11. In order that I may at all times be enabled to comply with the conditions of the 9th article of this my Kabuliat, by which I am bound to furnish true and correct accounts of my Zemindary when required by the Collector, I do promise and do hereby engage to support the established number of Curnums in the several Villages of my Zemindary. The Curnums shall be appointed from time to time by me and shall obey all regular orders issued by my authority, but they shall not be liable to be removed from their Offices, except by the sentence of a Court of Judicature.

12. The Government having entrusted me with the Police of my Zemindary, I do promise so long as this trust shall be reposed in me to apprehend and secure offenders of all descriptions, and to send all such offenders to the Magistrate.

13. I do hereby bind myself to enter into written engagements with my ryots either for a rent in money or in kind, clearly defining the amount to be paid to me by such ryots individually, and explaining every condition of the engagement, and I will grant, or cause to be granted regular receipts to the ryots for all discharges in money or in kind made by them to me or for my account.

14. The foregoing conditions contain an abstract of the obligations and duties which I shall incur, and of the rights which I have acquired under the constitution of the Government for the British territories of Fort St. George. Being therefore

15. Continuing to perform the above stipulations, and to fulfil the duties of allegiance to the British Government, its laws and regulations, which I now by this Kabuliāt faithfully engage to do, I hereby consider myself authorized and empowered to hold in perpetuity and my heirs, successors, and assigns, at the permanent assessment herein named, the Zemindary of Sydapoor.

In testimony of all which, I have hereunto affixed my seal and signature in the presence of witnesses this sixth day of September in the year of Christ 1802 or eighth of Jemadee-u-lavul in the year of Hijree 1217.

(Signed in Gentoo) RAJA JOOPULLY VENKATARAMA NAIDOO.

Signed, Sealed, and Witnessed in my presence.—

AT VENKATAGIRI.
the 6th September 1802.

(Signed) GEO. STRATTON,
Collector

KISTBUNDEE.				
First	kist ...	15th December	Star Pagodas ...	3,142
Second	do. ...	15th March	Do. ...	3,142
Third	do. ...	15th June	Do. ...	3,140
Total Star Pagodas ...				9,424

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செப்பனிருபுவர் பெயர்
செப்பனிருபதற்காக ரெத்தூக்
கொள்ளப்பட்ட நாள்
செப்பனிட்டு முடித்த நாள்
சாப்பார்க்கும்
மு.பா.ளி.
உதவியாளர்

